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FILED
July 1, 2022
Clerk of The Court
Superior Court of CA
County of Santa Clara
20CV369854
By: rwalker

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

HIROMI MEGURO, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiffs,

vs.

SILICON VALLEY BANK, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 20CV369854

[Hon. Sunil R. Kulkarni]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) VIOLATION OF LAB. CODE §§ 510, 558,
1194
(2) VIOLATION OF LAB. CODE § 226(a);
(3) VIOLATION OF BUS. & PROF. CODE
§§ 17200 *ET SEQ.*; AND
(4) VIOLATION OF LAB. CODE §§ 2698 *ET
SEQ.***

DEMAND OVER \$25,000.00

1 On behalf of herself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Hiromi Meguro, submits this Class and
3 Representative Action Complaint against Defendant, Silicon Valley Bank, and Does 1 through 50
4 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic illegal employment practices
7 resulting in violations of the California Labor Code against individuals who worked for Defendants.
8 The Complaint seeks penalties and other relief for Defendants’ violations of Labor Code section 201-
9 204, 226(a), 510, 558, and 1194.¹

10 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
11 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
12 failing to pay all overtime due, failing to timely pay all wages due during employment or upon the
13 separation of employment, and failing to provide accurate itemized wage statements.

14 3. Defendants routinely fail to correctly calculate the regular rate of pay for purposes of
15 paying overtime to Plaintiff and other non-exempt employees. Specifically, Defendants fail to properly
16 calculate the regular rate of pay by not accounting for all non-discretionary compensation, including without
17 limitation, incentives, bonuses, and non-cash awards. In addition to failing to consider all non-
18 discretionary compensation when calculating the regular rate, Defendants also fail to pay even 1.5
19 times the base hourly rate of pay for all overtime hours by virtue of a rounding of applicable pay rates
20 or otherwise. For example, when Plaintiff was paid a base hourly rate of \$40.21, Plaintiff was entitled
21 to earn an overtime rate of \$60.32. Rather than pay \$60.32 or even \$60.315 per overtime hour,
22 Defendant paid Plaintiff only \$60.31 per overtime hour. Defendant thus owes Plaintiff and other non-
23 exempt employees additional overtime pay. Moreover, as a result of underpaid overtime from
24 Defendants’ failure to correctly calculate the regular rate of pay, Defendants also routinely fail to
25 timely pay Plaintiff and other non-exempt employees all due wages or timely pay all due wages upon
26 separation of employment. Defendants thus violate Sections 201-204, 510, 558, and 1194 and owe
27

28 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 additional overtime based on the correct regular rate of pay to Plaintiff and other employees and applicable
2 penalties, including waiting time penalties, to Plaintiff and other employees.

3 4. Defendants also routinely fail to provide accurate, itemized wage statements to Plaintiff
4 and other employees who were paid overtime. Specifically, whenever employees were paid overtime
5 wages, Defendants issued wage statements that did not identify the overtime rate as 1.5 times the
6 regular rate of pay. Rather, the overtime rate appeared as the base hourly rate of pay or one-half of the
7 hourly rate of pay. In addition, whenever employees were paid overtime wages, Defendants issued
8 wage statements that failed to list the accurate total hours worked. Instead, when the hours shown on
9 the wage statements are added up, they do not appear to add up to the actual total hours worked.
10 Finally, as a result of underpaid overtime from Defendants' failure to correctly calculate the regular rate
11 of pay and as a result from Defendants' failure to pay even 1.5 times the base hourly rate of pay for all
12 overtime hours, Defendants also routinely issue wage statements that fail to show accurate overtime
13 wage rates, gross wages earned, and net wages earned. Defendants thus violate Section 226(a) and owe
14 applicable penalties to Plaintiff and other employees.

15 5. Plaintiff is informed and believes that Defendants have engaged in, among other things,
16 a system of willful violations of the Labor Code by creating and maintaining policies, practices, and
17 customs that knowingly deny its employees the above stated rights and benefits.

18 6. The policies, practices, and customs of Defendants resulted in unjust enrichment of
19 Defendants and an unfair business advantage over businesses that routinely adhere to the strictures of
20 the Labor Code.

21 JURISDICTION AND VENUE

22 7. The Complaint seeks relief in excess of \$25,000.00. The Court has jurisdiction of
23 Defendants' violations of Section 201-204, 226(a), 510, 558, and 1194, and of the Unfair Competition
24 Law, codified at Business and Professions Code sections 17200 *et seq.* (the "UCL").

25 8. Venue is proper as Defendants are headquartered in Santa Clara County.

26 PARTIES

27 9. Plaintiff began working for Defendants in 2018. Until her employment as a business
28 data analyst was terminated in or about August of 2020, Plaintiff was paid on an hourly basis as a non-

1 exempt employee. Whenever overtime wages were paid during her employment, Defendants consistently
2 issued Plaintiff wage statements that identified the overtime rate as the base hourly rate of pay or one-half
3 of the hourly rate of pay. In addition, whenever overtime wages were paid during her employment,
4 Defendants also consistently issued Plaintiff wage statements that show hours that, when added up, do
5 not appear to add up to the actual total hours worked. Moreover, Defendants consistently failed to
6 properly calculate the regular rate of pay by not accounting for all non-discretionary compensation,
7 including without limitation, incentives, bonuses, and non-cash awards. For example, Plaintiff received an
8 “Annual Incentive Bonus” that was not included in her regular rate of pay for purposes of calculating
9 overtime. Plaintiff is a victim of the policies, practices, and customs of Defendants complained of in
10 this action in ways that have deprived her of the rights guaranteed by the Labor Code and the UCL.

11 10. Plaintiff is informed and believes that Silicon Valley Bank was and is a California
12 corporation. Plaintiff is informed and believes that at all times herein mentioned Defendant and Does 1
13 through 50, are and were corporations, business entities, individuals, or partnerships that are and were
14 licensed to do business and actually doing business in the State of California. Based upon all the facts
15 and circumstances incident to Defendants’ business, Defendants are subject to Section 201-204, 226(a),
16 510, 558, and 1194, and the UCL.

17 11. Plaintiff does not know the true names or capacities of the defendants sued herein as
18 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
19 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true
20 names and capacities are known. Plaintiff is informed and believes that each of said fictitious
21 defendants was responsible in some way for the matters alleged herein and proximately caused the
22 illegal employment practices, wrongs, and injuries complained of herein.

23 12. At all times herein mentioned, each of said Defendants participated in the doing of the
24 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
25 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
26 scope of said agency and employment.

27 13. Plaintiff is informed and believes that at all times material hereto, each of said
28 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,

1 each of the other Defendants and was acting within the course and scope of such agency, employment,
2 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
3 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
4 omissions of the acting Defendants.

5 14. Plaintiff is informed and believes that at all times material hereto each of the Defendants
6 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
7 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
8 pursuance of, a joint venture, partnership, or common enterprise.

9 CLASS ACTION ALLEGATIONS

10 15. **Definition:** Pursuant to Code of Civil Procedure section 382. Plaintiff seeks class
11 certification of the following classes: (i) all current and former non-exempt employees of Defendants in
12 the State of California who were paid overtime wages at any time since April 6, 2019 (the “Wage
13 Statement Class”), and (ii) all current and former non-exempt employees of Defendants in the State of
14 California who earned overtime and non-discretionary compensation, including without limitation,
15 incentives, bonuses, and non-cash awards at any time since April 6, 2016 (the “Overtime Class”). The
16 Wage Statement Class and Overtime Class are collectively referred to as the “Class.”

17 16. **Numerosity and Ascertainability:** The members of the Class are so numerous that
18 joinder of all members would be impractical, if not impossible. The identities of the members of the
19 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
20 informed and believes that Defendants violated Sections 510, 558, and 1194 by failing to pay all
21 overtime due and Section 226(a) by failing to provide accurate itemized wage statements.

22 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
23 represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready,
24 willing, and able to fully and adequately represent Plaintiff and the Class. Plaintiff’s attorneys have
25 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
26 and-hour class actions currently pending in California state and federal courts.

27 18. **Common Question of Law and Fact:** There are predominant common questions of law
28 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is

1 informed and believes that Defendants uniformly administer a corporate policy and practice of (i)
2 routinely failing to correctly calculate the regular rate of pay for purposes of paying overtime to Plaintiff
3 and other non-exempt employees by not accounting for all non-discretionary compensation, including
4 without limitation, incentives, bonuses, and non-cash awards and (ii) routinely failing to provide accurate,
5 itemized wage statements that state all applicable hourly rates of pay and total hours worked whenever non-
6 exempt employees in California are paid overtime wages.

7 19. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
8 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the
9 Class suffered. As with other members of the Class, Plaintiff was paid on an hourly basis. Whenever
10 overtime wages were paid during her employment, Defendants consistently issued Plaintiff wage
11 statements that identified the overtime rate as the base hourly rate of pay or one-half of the hourly rate of
12 pay. In addition, whenever overtime wages were paid during her employment, Defendants also
13 consistently issued Plaintiff wage statements that show hours that, when added up, do not appear to add
14 up to the actual total hours worked. Moreover, Defendants consistently failed to properly calculate
15 Plaintiff's regular rate of pay by not accounting for all non-discretionary compensation, including without
16 limitation, incentives, bonuses, and non-cash awards. For example, Plaintiff received an "Annual Incentive
17 Bonus" that was not included in her regular rate of pay for purposes of calculating overtime. Plaintiff thus
18 is a member of the Class and has suffered the alleged violations of the Labor Code.

19 20. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
20 in establishing minimum working conditions and requirements in California. These labor standards
21 protect employees from onerous terms and conditions of employment or exploitation by employers who
22 have superior economic and bargaining power.

23 21. The nature of this action and the format of laws available to Plaintiff and members of the
24 Class make the class action format a particularly efficient and appropriate procedure to redress the
25 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
26 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit
27 and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
28 legal resources. Requiring each member of the Class to pursue an individual remedy would also

discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former or current employer for real and justifiable fear of retaliation and permanent damage to their careers at their current or subsequent employment.

22. The prosecution of separate actions by individual members of the Class, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual members of the Class that would establish potentially incompatible standards of conduct for Defendants, or (b) adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests of other members of the Class not parties to the adjudications. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering the concomitant costs and expenses.

23. Defendants' pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class under Sections 201-204, 226(a), 510, 558, and 1194 and applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover unpaid overtime, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit.

24. This action is brought for the benefit of the Class, which is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendant.

FIRST CAUSE OF ACTION

Violation of Labor Code §§ 510, 558 and 1194

(By Plaintiff and the Overtime Class Against All Defendants)

25. The preceding paragraphs are re-alleged and incorporated by this reference.

26. This cause of action is brought pursuant to Section 510, 558, and 1194 which requires an employer to pay employees overtime at a rate of one and one-half the employee's regular rate of pay for any work in excess of eight hours in a workday or forty hours in a workweek.

27. As a matter of policy and practice, Defendants suffered and permitted Plaintiff and the Overtime Class to work in excess of 8 hours in a workday or over 40 hours in a workweek without

proper overtime pay. Defendants routinely failed to correctly calculate the regular rate of pay for purposes of paying overtime to Plaintiff and the Overtime Class. Specifically, Defendants routinely failed to properly calculate the regular rate of pay by not accounting for all non-discretionary compensation, including without limitation, incentives, bonuses, and non-cash awards. For example, Plaintiff received an “Annual Incentive Bonus” that was not included in her regular rate of pay for purposes of calculating overtime. In addition to failing to consider all non-discretionary compensation when calculating the regular rate, Defendants also fail to pay even 1.5 times the base hourly rate of pay for all overtime hours by virtue of rounding applicable pay rates or otherwise. For example, when Plaintiff was paid a base hourly rate of \$40.21, Plaintiff was entitled to earn an overtime rate of \$60.32. Rather than pay \$60.32 or even \$60.315 per overtime hour, Defendant paid Plaintiff only \$60.31 per overtime hour. Defendants thus violate Section 510 and owe additional overtime based on the correct regular rate of pay to Plaintiff and the Overtime Class.

28. Such a pattern, practice, and uniform administration of corporate policy is unlawful under Section 510 and the applicable IWC Wage Order, and entitles Plaintiff and the Overtime Class to recover the unpaid overtime, including interest thereon, liquidated damages or penalties, attorneys’ fees, and costs of suit.

29. Section 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. 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, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days. Section 204 generally provides that wages are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.

30. As alleged herein and as a matter of policy and practice, Defendants routinely underpaid overtime to Plaintiff and the Overtime Class. Based on Defendants’ failure to correctly calculate

overtime, Defendants routinely failed to timely pay Plaintiff and the Overtime Class all due wages or timely pay all due wages upon separation of employment. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Defendants thus violated Sections 201-204 by not timely paying Plaintiff and the Overtime Class all due wages and not timely paying employees all due wages upon the separation of employment and owe applicable penalties, including waiting time penalties, to Plaintiff and other employees.

31. Such a pattern, practice, and uniform administration of corporate policy is unlawful under Sections 201-204 and the applicable IWC Wage Order, and entitles Plaintiff and the Overtime Class to recover applicable penalties, including waiting time penalties, attorneys' fees, and costs of suit.

SECOND CAUSE OF ACTION

Violation of Labor Code § 226(a)

(By Plaintiff, the Wage Statement Class, and the Overtime Class Against All Defendants)

32. The preceding paragraphs are re-alleged and incorporated by this reference.

33. Section 226(a) requires employers to provide itemized wage statements to its employees that show accurate information, including without limitation, all applicable hourly rates in effect during the pay period, the total hours worked, gross wages earned, and net wages earned. Whenever Defendants pay overtime wages to Plaintiff and the Class, Defendants fail to provide accurate itemized wage statements to Plaintiff and the Class in violation of Section 226(a).

34. As a matter of policy and practice, Defendants routinely fail to provide itemized wage statements that accurately state all applicable hourly rates of pay to Plaintiff and the Class. Specifically, whenever Defendants paid overtime wages, Defendants issued wage statements that did not identify the overtime rate as 1.5 times the regular rate of pay. Rather, the overtime rate appeared as the base hourly rate of pay or one-half of the hourly rate of pay.

35. As a matter of policy and practice, Defendants also routinely fail to provide itemized wage statements that accurately state the total hours worked to Plaintiff and the Class. Whenever Defendants paid overtime wages, Defendants issued wage statements that failed to list the accurate total

1 hours worked. Instead, when the hours shown on the wage statements are added up, they do not appear
2 to add up to the actual total hours worked.

3 36. As a matter of policy and practice, Defendants also routinely fail to provide itemized
4 wage statements that accurately state all applicable hourly rates of pay, gross wages earned, and net
5 wages earned. As a result of underpaid overtime from Defendants' failure to correctly calculate the
6 regular rate of pay and as a result from Defendants' failure to pay even 1.5 times the base hourly rate of
7 pay for all overtime hours, Plaintiff and the Overtime Class were not provided with wage statements
8 listing accurate overtime wage rates, gross wages earned, or net wages earned.

9 37. Such a pattern, practice, and uniform administration of corporate policy is unlawful
10 under Section 226 and entitles Plaintiff and the Class to recover applicable penalties, attorneys' fees,
11 and costs of suit.

12 **THIRD CAUSE OF ACTION**

13 **Violation of Business and Professions Code §§ 17200 *Et Seq.***

14 **(By Plaintiff and the Overtime Class Against All Defendants)**

15 38. The preceding paragraphs are re-alleged and incorporated by this reference.

16 39. Plaintiff is informed and believes that at Defendants have engaged and continue to
17 engage in unfair and unlawful business practices in California by utilizing the employment policies and
18 practices alleged herein in violation of Sections 510, 558, and 1194.

19 40. As alleged herein, Defendants uniformly administer a corporate policy and practice of
20 routinely failing to correctly calculate the regular rate of pay for purposes of paying overtime to
21 Plaintiff and the Overtime Class. Defendants' utilization of such unfair and unlawful business practices
22 constitutes unfair and unlawful competition and provides an unfair advantage over Defendants'
23 competitors, as proscribed by the UCL. Defendants have deprived Plaintiff and the Class the minimum
24 working condition standards and conditions due to them under the Labor Code and applicable IWC
25 Wage Orders.

26 41. Such a pattern, practice, and uniform administration of corporate policy regarding illegal
27 employee compensation as described herein is unlawful and creates an entitlement to recovery by
28 Plaintiff and the Overtime Class to full restitution of all monies withheld, acquired, or converted by

Defendants by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

FOURTH CAUSE OF ACTION

Violation of Labor Code §§ 2698 *Et Seq.*

(By Plaintiff and Aggrieved Employees Against All Defendants)

42. The preceding paragraphs are re-alleged and incorporated by this reference.

43. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants' violations of Sections 201-204, 226(a), 510, 558, and 1194 committed since April 6, 2019, against all aggrieved employees.

44. As stated herein, Defendants violate Sections 201-204, 226(a), 510, 558, and 1194 by (i) routinely failing to correctly calculate the regular rate of pay for purposes of paying overtime to Plaintiff and other non-exempt employees by not accounting for all non-discretionary compensation, including without limitation, incentives, bonuses, and non-cash awards and (ii) routinely failing to provide accurate, itemized wage statements that state all applicable hourly rates of pay and total hours worked whenever non-exempt employees in California are paid overtime wages. Under Section 2699(c), Plaintiff is an "aggrieved employee," as one or more of the alleged violations was committed against Plaintiff as an employee of Defendants.

45. On or about August 24, 2020, and on December 8, 2021, Plaintiff sent written notices to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for Defendants' violations of Sections 201-204, 226(a), 510, 558, and 1194. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

46. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable civil penalties for Defendants' violations of Sections 201-204, 226(a), 510, 558, and 1194 against all aggrieved employees for the alleged period.

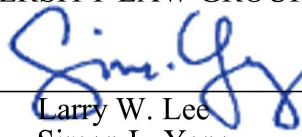
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit
3 is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Class;
- 5 2. For an order appointing Plaintiff as the representative of the Class;
- 6 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 7 4. Upon the First Cause of Action for unpaid overtime, including interest thereon, and
8 penalties pursuant to Sections 201-204, 510, 1194, and 1198, and for costs and attorneys' fees;
- 9 5. Upon the Second Cause of Action for penalties pursuant to Section 226, and for costs
10 and attorneys' fees;
- 11 6. Upon the Third Cause of Action for restitution of all funds unlawfully acquired by
12 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
13 and for costs and attorneys' fees;
- 14 7. Upon the Fourth Cause of Action for penalties according to proof pursuant to Sections
15 210, 226.3, 558, and 2699, and for costs and attorneys' fees;
- 16 8. Upon each cause of action for attorneys' fees and costs as provided by Sections 218.5,
17 226, 1194, and 2699, and Code of Civil Procedure section 1021.5; and
- 18 9. For such other and further relief that the Court may deem just and proper.
- 19

20 DATED: July 1, 2022

DIVERSITY LAW GROUP, P.C.

21 By: 
22 _____

Larry W. Lee
Simon L. Yang

23 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On July 1, 2022, I served the following document(s) described as: **JOINT**
11 **STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT;**
12 **[PROPOSED] ORDER** on the interested parties in this action as follows:

13 Mitchell F. Boomer
14 Mitchell.boomer@jacksonlewis.com
15 Kevin D. Reese
16 Kevin.reese@jacksonlewis.com
17 Scott P. Jang
18 Scott.jang@jacksonlewis.com
19 Jackson Lewis, P.C.
20 50 California Street, 9th Floor
21 San Francisco, California 94111
22 *Attorneys for Defendant Silicon Valley Bank*

23 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
24 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
25 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
26 the above-entitled case. The service transmission was reported as complete and a copy of the
27 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
28 in this office.

I declare under penalty of perjury under the laws of the State of California that the
above is true and correct. Executed on July 1, 2022, at Los Angeles, California.

25 
26 Erika Mejia