

FILED BY FAX

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2021 APR -5 PM 1:33

WANDON E. RILEY, CLERK

BY RUTH GUNN

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN JOAQUIN**

12 JOSE MAYORGA, individually and on behalf
13 of all other similarly situated employees,

14 Plaintiff,

15 vs.

16 BROWN STRAUSS, INC., a Delaware
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.

Case No. STK-CV-UOE-2020-10906

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Overtime Wages
2. Meal Period Violations
3. Rest Period Violations
4. Wage Statement Violations
5. Waiting Time Penalties
6. Unfair Competition
7. Failure to Pay Accrued Vacation
8. Private Attorneys General Act

DEMAND FOR JURY TRIAL

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25 Plaintiff JOSE MAYORGA ("Plaintiff"), on behalf of himself and all other similarly situated
26 employees, hereby files this Complaint against Defendants BROWN STRAUSS, INC., a Delaware
27 Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants").
28 On information and belief, Plaintiff alleges the following:

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1 **PARTIES**

2 5. JOSE MAYORGA is an individual over the age of eighteen (18) and is a resident of
3 the State of California.

4 6. On information and belief, Plaintiff alleges, BROWN STRAUSS, INC., is now and/or
5 at all times mentioned in this Complaint was a Delaware Corporation and the owner and operator of
6 an industry, business and/or facility doing business in the State of California.

7 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
8 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
9 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
10 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
11 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
12 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
13 Plaintiff.

14 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
15 other Defendants and was acting within the course and scope of such agency or employment. The
16 Defendants are jointly and severally liable to Plaintiff.

17 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
18 were members of and/or engaged in a joint employment, joint venture, partnership and common
19 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
20 joint venture, partnership and common enterprise.

21 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
22 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

23 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
24 wrongs, complaints, injuries and/or damages alleged in this Complaint.

25 **CLASS ALLEGATIONS**

26 12. Plaintiff brings the First through Seventh Causes of Action on behalf of himself and
27 all others similarly situated as a class action pursuant to California Code of Civil Procedure section
28 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

1 All non-exempt employees who have or continue to work for Defendants
2 in California from four (4) years prior to the filing of this Complaint to the
3 present.

4 13. This action has been brought and may be properly maintained as a class action,
5 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
6 defined community of interests in the litigation and the proposed class is easily ascertainable.

7 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
8 is impracticable under the circumstances of this case. While the exact number of class
9 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
10 Defendants have employed as many as fifty (50) individuals falling within the above
11 stated class definition throughout the State of California during the applicable statute of
12 limitations, who were subjected to the policies and practices outlined in this Complaint.
13 As such, joinder of all members of the putative class is not practicable.

14 (b) Common Questions Predominate: Common questions of law and fact exist as to all
15 members of the putative class and predominate over questions that affect only individual
16 members of the class. These common questions of law and fact include, without
17 limitation, the following:

- 18 (1) Whether Defendant included all non-discretionary remuneration paid to
19 employees when calculating their regular rate of pay for overtime, sick leave,
20 and/or other premium purposes;
- 21 (2) Whether Defendant had a policy and/or practice of failing to authorize second
22 meal periods and third rest periods for employees working longer than ten hours
23 in a day;
- 24 (3) Whether Defendants required employees to unlawfully forfeit accrued PTO by
25 preventing any accrued vacation beyond forty hours from being carried over to
26 the next year;
- 27 (4) Whether Defendants failed to pay all accrued and unused PTO at an employee's
28 termination;

1 (5) Whether as a result of Defendants' policies and practices Plaintiff's and putative
2 class members received all wages, due and owing, at the time of their termination
3 or separation; and

4 (6) Whether Defendants provided Plaintiff's and putative class members with wage
5 statements that complied with Labor Code section 226.

6 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
7 class. The putative class also sustained damages arising out of Defendants' common
8 course of conduct in violation of the law as complained of herein. Plaintiff and all
9 members of the putative class were non-exempt employees who were not paid all
10 overtime owed, not paid all accrued and unused PTO at separation, not able to carry over
11 more than 40 hours of accrued PTO from one year to the next (being unlawfully required
12 to forfeit the remainder), provided all meal and rest periods or paid premiums in lieu
13 thereof, and were not paid all sick leave wages owed resulting in unpaid wages at their
14 separation. Additionally, Defendants issued Plaintiff and all members of the putative
15 class wage statements that did not comply with Labor Code section 226. As a result,
16 Plaintiff and each member of the putative class will have suffered the same type of harm
17 and seek the same type of recovery based on the same legal theories.

18 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
19 putative class. For all relevant times, Plaintiff resided in California and worked for
20 Defendants in California. Moreover, Plaintiff is an adequate representative of the
21 putative class as Plaintiff has no interests that are adverse to those of putative class
22 members. Additionally, Plaintiff has retained counsel who has substantial experience in
23 complex civil litigation and wage and hour matters.

24 (e) Superiority: A class action is superior to other available means for the fair and efficient
25 adjudication of the controversy since individual joinder of all members of the putative
26 class is impracticable. Class action treatment will permit a larger number of similarly
27 situated persons to prosecute their common claims in a single forum simultaneously,
28 efficiently, and without the unnecessary duplication of effort and expense that numerous

1 individual actions would engender. Further, as damages suffered by each individual
2 member of the class may be relatively small, the expenses and burden of the individual
3 litigation would make it difficult or impossible for individual members of the class to
4 redress the wrongs done to them, and an important public interest will be served by
5 addressing the matter as a class action. The cost to the court system of adjudication of
6 such individualized litigation would be substantial. Individualized litigation would also
7 present the potential for inconsistent or contradictory judgments.

8 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
9 management of this action that would preclude its maintenance as a class action.

10 GENERAL ALLEGATIONS

11 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully
12 set forth herein.

13 16. Plaintiff and similarly situated employees worked for Defendants as non-exempt,
14 hourly employees. Plaintiff and similarly situated employees received non-discretionary wages as
15 part of their pay, which included wages such as various types of bonuses (safety, attendance, etc.),
16 and other forms of quarterly and annual bonuses and incentive payments. For example, one type of
17 incentive bonus was referred to as a "profit sharing plan." However, payment under the "profit
18 sharing plan" was based on things like employee attendance, hours of work, the quality and quantity
19 of an employee's work, the production and efficiency of the employee, and employees' ability to
20 receive their share of the "profit sharing plan" was dependent on their continuing to be employed
21 after the period for which the "profit" determination was made. Defendants did not incorporate the
22 value of any of these types of non-discretionary wages when calculating employees' regular rate of
23 pay for overtime, sick leave wages, and other premium pay purposes. This resulted in Plaintiff and
24 similarly situated employees failing to receive all their overtime, sick leave wages, and other similar
25 premium wages that depended on the regular rate of pay calculation.

26 17. Defendants failed to authorize and permit Plaintiff and similarly situated employees to
27 take all meal and rest periods owed to them. Defendants did not have any written meal and rest period
28 policies authorizing a second meal period or third rest period when working longer than ten (10) hours

1 in a shift. Plaintiff and similarly situated employees were deprived of second meal periods and their
2 third rest period when working longer than ten (10) hours a day. Defendants also failed to maintain
3 records of when employees clocked in and out for any meal periods.

4 18. Defendants issued Plaintiff and similarly situated employees' paystubs that did not
5 correctly itemize the applicable rates of pay in effect for all hours worked and did not accurately
6 state all gross and net wages earned. Defendants failed to issue paystubs to Plaintiff and similarly
7 situated employees showing any corrected overtime rate of pay, hours, or wages earned as a result of
8 the quarterly and/or annual bonuses that they paid out.

9 19. Plaintiffs and similarly situated employees had unpaid overtime, sick leave wages, and
10 meal and rest period premiums as a result of Defendants' practices. Defendants prohibited employees
11 from carrying over any accrued but unused PTO (Paid Time Off) beyond forty (40) hours into the new
12 year, which caused employees to unlawfully forfeit accrued PTO wages. Defendants also failed to pay
13 out all accrued, but unused PTO at the time of their separation. These amounts remained unpaid at the
14 time of Plaintiffs' and similarly situated employees' separation and remain unpaid to this date.

15 CAUSES OF ACTION

16 FIRST CAUSE OF ACTION 17 FAILURE TO PAY OVERTIME WAGES 18 (As to all Defendants)

19 20. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 19 as though fully
20 set forth herein.

21 21. During the period Plaintiff was employed by Defendants, Defendants were required to
22 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
23 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
24 hours worked in excess of twelve (12) hours per day. See, e.g., IWC Wage Order No. 4, section (3)(A);
25 Cal. Lab. Code §§ 510, 1194.

26 22. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
27 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
28 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime wages

1 earned at 1.5x their regular rate of pay due to their failure to account for all non-discretionary wage
2 payments (e.g. bonuses, incentives, etc.) when performing the regular rate calculation.

3 23. Plaintiff and similarly situated employees were not exempt from overtime protections
4 employees under the California Wage Orders and Labor Code.

5 24. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
6 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
7 the extent pertinent as if set forth here in full.

8 **SECOND CAUSE OF ACTION**
9 **MEAL PERIOD VIOLATIONS**
10 **(As to all Defendants)**

11 25. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 24 as though fully
12 set forth herein.

13 26. An employer must provide an employee a meal period in accordance with the
14 applicable Wage Order, and California Labor Code sections 226.7 and 512.

15 27. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section
16 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
17 minutes for each work period of more than five (5) hours.

18 28. California Labor Code section 512 and Wage Order No. 4 section 11(B) further
19 provide that employers may not employ employees for a work period for more than ten (10) hours
20 per day without providing the employee with a second meal period of at least thirty (30) minutes.
21 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
22 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
23 (1) hour of pay at their regular rate of compensation for each meal period not provided.

24 29. Defendants employed Plaintiff and similarly situated employees for periods of more
25 than ten (10) hours without providing a second meal break of at least thirty (30) minutes. Plaintiff
26 and similarly situated employees did not waive their rights to all meal periods throughout their
27 employment.

28 30. Defendants further failed to pay Plaintiff and similarly situated employees the
applicable meal period premiums for any such missed meal breaks.

1 any applicable order of the Industrial Welfare Commission, (3) the
2 number of piece-rate units earned and any applicable piece rate if the
3 employee is paid on a piece-rate basis, (4) all deductions, provided that
4 all deductions made on written orders of the employee may be aggregated
5 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
6 period for which the employee is paid, (7) the name of the employee and
7 the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name
9 and address of the legal entity that is the employer and, if the employer is
10 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
11 name and address of the legal entity that secured the services of the
12 employer, and (9) all applicable hourly rates in effect during the pay
13 period and the corresponding number of hours worked at each hourly rate
14 by the employee. The deductions made from payment of wages shall be
15 recorded in ink or other indelible form, properly dated, showing the
16 month, day, and year, and a copy of the statement and the record of the
17 deductions shall be kept on file by the employer for at least three years at
18 the place of employment or at a central location within the State of
19 California.

20 40. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
21 itemized statement or failed to provide an accurate and complete itemized statement showing the
22 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
23 accurately itemize all applicable hourly rates in effect during the pay period and gross and net wages
24 earned. Plaintiff and similarly situated employees were not able to promptly and easily determine
25 their accurate hourly rates, including overtime and sick leave rates of pay from their paystubs alone.
26 Defendants would issue bonus and incentive payments on separate paystubs and would not provide
27 any aggregate or correct total to what employees were receiving like they would have had the
28 information been provided all on one paystub. Plaintiff and similarly situated employees suffered
confusion over whether they received all wages owed and were prevented from effectively
challenging information on their wage statements.

41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
employees have been damaged as stated in the section below entitled "DAMAGES," which is
incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully
set forth herein.

43. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. See Cal. Lab. Code § 201.

44. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

45. Plaintiff and similarly situated employees did not receive all wages, including overtime wages and used sick leave pay at the correct rates that were owed or accrued but unused PTO at their termination or within the required time after their separation from employment.

46. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. See Cal. Lab. Code § 203.

47. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees earned overtime and utilized sick leave pay at during the same periods for which non-discretionary remuneration beyond an employee's basic hourly rate was being paid. It was also aware that accrued and unused PTO remained at an employee's separation based on payroll records, but did not pay out those amounts anyways. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to Defendant and DOES 1 to 100)

49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully set forth herein.

50. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1

(commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

51. Plaintiff and similarly situated employees were not paid all wages owed, including overtime wages, meal and rest period premiums, accrued and unused (or unlawfully forfeited) PTO, or paid sick leave during their employment or any time thereafter.

52. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

53. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 227.3, 245, *et seq.*, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 227.3
(As to all Defendants)

54. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 53 as though fully set forth herein.

55. Labor Code section 227.3 provides that "whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served."

56. At the time of termination, Defendants failed to pay Plaintiff and similarly situated employees their accrued PTO.

57. As a proximate cause of Defendants' conduct, Plaintiff and similarly situated employees were damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

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EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully set forth herein.

59. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- a. Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)
- b. Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- c. Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- d. Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- e. Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- f. Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- g. Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- h. Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- i. Violation of Labor Code § 227.3 (Failure to Pay Accrued and Unused Vacation)

60. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

61. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

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DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);
6. As to the Seventh Cause of Action:
 - a. For all unpaid vacation wages due and owing;
 - b. For attorneys' fees, costs, and interest pursuant to Labor Code §§ 218.5 and 218.6;

1 7. As to the Eighth Cause of Action:

- 2 a. For civil penalties as provided for in the Labor Code for each enumerated
3 violation;
4 b. For those Labor Code sections, the violation of which there is no civil penalty
5 provided, the default penalty provided in Labor Code section 2699(f): for any
6 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
7 period; For any subsequent violation, two hundred dollars (\$200) for each
8 aggrieved employee per pay period;
9 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
10 d. For any other remedies as allowed by law and/or deemed appropriate by the
11 Court;

12 8. For such other and further relief as this Court may deem just and proper,
13 including, but not limited to:

- 14 a. Wages as proved at trial;
15 b. Injunctive and Declaratory relief;
16 c. Attorney's fees and costs as provided for by law; and
17 d. Interest.

18
19 Dated: March 19, 2021

Shimoda Law Corp.

20
21 By: _____

22 Galen T. Shimoda
23 Justin P. Rodriguez
24 Brittany V. Berzin
25 Attorneys for Plaintiff
26
27
28

1 *Mayorga v. Brown Strauss, Inc.*
2 *San Joaquin County Superior Court of California STK-CV-UOE-2020-10906*

3 **PROOF OF SERVICE — CCP §§ 1013a, 1010.6 and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Rylee K. Fonseca, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On May 3, 2021, I served the following documents on the party below:

- 9 • Filed First Amended Complaint

10 Brandon R. McKelvey (SBN 217002) 11 Timothy B. Nelson (SBN 235279) 12 Douglas R. Leach (SBN 325955) 13 MEDINA McKELVEY LLP 14 925 Highland Pointe Drive, Suite 300 15 Roseville, California 95678 16 Telephone: (916) 960-2211 17 Facsimile: (916) 742-5488 18 Email: Brandon@medinamckelvey.com 19 Tim@medinamckelvey.com 20 doug@medinamckelvey.com 21 Samantha@medinamckelvey.com 22 Andrew@medinamckelvey.com 23 Jenelle@medinamckelvey.com	
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24 [] [By Mail] I am familiar with my employer's practice for the collection and
25 processing of correspondence for mailing with the United States Postal
26 Service and that each day's mail is deposited with the United States Postal
27 Service that same day in the ordinary course of business. On the date set
28 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

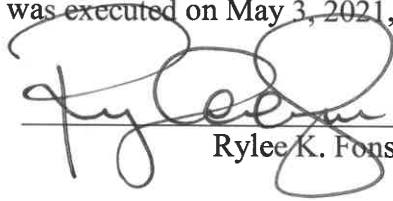
[] [By Overnight Courier] By causing a true copy and/or original thereof to
be personally delivered via the following overnight courier service: UPS.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on May 3, 2021, at Elk Grove, California

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Rylee K. Fonseca