

FILED BY FAX

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Electronically Filed
June 8, 2021
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SUTTER
CLERK OF THE COURT
By: Brenda Johnson, Deputy

6 Attorneys for Plaintiff RITA ELSALAYMEH,
individually and on behalf of all other similarly situated employees,

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SUTTER**

11 RITA ELSALAYMEH, individually and on	)	Case No. CVCS21-0000579
12 behalf of all other similarly situated	)	
13 employees,	)	<u>CLASS ACTION</u>
14	)	
15 Plaintiff,	)	FIRST AMENDED COMPLAINT FOR
16	)	DAMAGES:
17 vs.	)	
18	)	1. Failure to Pay Overtime Wages
19 TRI-COUNTY RESPITE CARE SERVICE, a	)	2. Failure to Pay Minimum Wages
20 California Corporation;	)	3. Meal Period Violations
21 JOY M. SCOTT, an individual; and	)	4. Rest Period Violations
22 DOES 1 to 100, inclusive,	)	5. Wage Statement Violations
23	)	6. Waiting Time Penalties
24 Defendants.	)	7. Failure to Reimburse Expenses
25	)	8. Unfair Competition
26	)	9. Private Attorneys General Act
27	)	
28	)	DEMAND FOR JURY TRIAL

23 Plaintiff RITA ELSALAYMEH ("Plaintiff"), on behalf of herself and all other similarly
24 situated employees, hereby files this Complaint against Defendants TRI-COUNTY RESPITE CARE
25 SERVICE, a California Corporation; JOY M. SCOTT, an individual; and DOES 1 to 100, inclusive
26 (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges
27 the following:

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INTRODUCTION

1
2 1. This is a class action lawsuit brought by Plaintiff on behalf of herself and similarly
3 situated employees seeking unpaid overtime wages, minimum wages, meal period premiums, rest period
4 premiums, and statutory penalties for violations of the California Labor Code. Plaintiff has also alleged
5 a Private Attorneys General Act ("PAGA") cause of action.

JURISDICTION AND VENUE

6
7 2. The Sutter County Superior Court has jurisdiction in this matter pursuant to California
8 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
9 California Business and Professions Code, and Wage Order No. 5.

10 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
11 Defendants reside in Sutter County. In addition, some of the wrongful acts and violations of law
12 asserted herein occurred within Sutter County, and Defendants' obligation to pay wages arose in Sutter
13 County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

14 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
15 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
16 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
17 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
18 approximately March 29, 2021. Plaintiff provided facts and legal bases for her claims within the notice
19 to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
20 Plaintiff submitted the \$75.00 filing fee. The March 29, 2021, notice was also sent via certified mail to
21 Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not
22 provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and
23 believes that she has exhausted all administrative remedied pursuant to the Private Attorneys General
24 Act and may bring this action on behalf of herself and all similarly situated employees (*i.e.* Aggrieved
25 Employees). *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134
26 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

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28 //

PARTIES

5. RITA ELSALAYMEH is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, TRI-COUNTY RESPITE CARE SERVICE, is now and/or at all times mentioned in this Complaint was a California Non-Profit Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that JOY M. SCOTT is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that JOY M. SCOTT is an owner, director, officer, and/or managing agent of TRI-COUNTY RESPITE CARE SERVICE responsible for causing the violations outlined in the first through eighth causes of action. As such JOY M. SCOTT is individually liable pursuant to California Labor Code section 558.1.

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

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

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

- iv. Whether Defendants maintained accurate payroll records;
- v. Whether Defendants failed to authorize and permit all meal and rest periods;
- vi. Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members were not authorized and permitted to take all meal and rest periods owed;
- vii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members received all minimum and overtime wages due;
- viii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members received all wages, due and owing, at the time of their termination or separation;
- ix. Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members did not receive all reimbursements owed; and
- x. Whether Defendants provided Plaintiff and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not compensated for all hours worked, including travel time, were not paid overtime wages, not permitted to take "duty-free" meal and paid rest periods, and were not reimbursed for the personal use of their cellphones. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class

members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

- (e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

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

GENERAL ALLEGATIONS

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

17. Plaintiff worked for Defendants as a respite care worker from approximately February 1, 2005, to November 24, 2020, making approximately \$16.00 per hour. Defendant, Tri-County Respite Care Service, is a non-profit organization headquartered in Yuba City, which employs people to assist families and caregivers with care for children with developmental disabilities and adults with brain impairment.

18. In Plaintiff's capacity as a respite worker, her job duties varied depending on the needs of the families she served. Plaintiff, however, estimates that she spent approximately seventy percent (70%) of her time taking developmentally disabled clients into the surrounding community to shop, run errands, go to meals, sign up for classes, go to the movies, attend appointments, go to the park, and

1 otherwise spend time away from the home. Plaintiff would also frequently run errands for the families,
2 which did not involve spending time with the client themselves. As respite workers, Plaintiff and
3 similarly situated employees were employed to provide families and caregivers with support in whatever
4 way they needed to lessen their burden as care providers.

5 19. Over the course of Plaintiff's employment with Defendants, her hours varied, however,
6 she often worked over eight (8) hours a day and forty (40) per week. Despite this, Defendants did not
7 pay Plaintiff overtime. In fact, it was Defendants' policy and practice not to pay Plaintiff and similarly
8 situated employees overtime wages regardless of the number of hours they worked. Additionally,
9 Defendants did not correctly incorporate the value of the non-discretionary remuneration, such as special
10 bonuses, into Plaintiffs and similarly situated employees' regular rate of pay when calculating sick leave
11 pay.

12 20. In addition to failing to pay Plaintiff and similarly situated employees all overtime wages
13 due, Defendants also failed to pay Plaintiff and similarly situated employees minimum wages for all
14 hours worked. Specifically, beginning in approximately 2017, Defendants stopped paying Plaintiff for
15 her travel time between worksites in a single day. Plaintiff generally traveled to and from three (3)
16 client homes in one workday. Defendants knew Plaintiff would spend, at a minimum, from 30-40
17 minutes traveling between worksites each day but failed to compensate her for this time. Furthermore,
18 Plaintiff and similarly situated employees often took work-related phone calls and ran errands for clients
19 before and after their shifts. Defendants were aware that Plaintiff and similarly situated employees were
20 working off-the-clock but failed to compensate them for this time.

21 21. Defendants further did not authorize and permit Plaintiff and similarly situated
22 employees to take uninterrupted meal and rest periods due to Defendants' policy of not permitting
23 employees to take a duty-free meal periods, as they were required to remain with the client at all times.
24 This included a first meal period before the completion of the fifth hour of work and a second meal
25 period and third rest period on occasions when they worked more than ten (10) hours in a day.
26 Additionally, Defendants failed to pay Plaintiff and similarly situated employees meal and rest period
27 premiums owed.

22. Finally, Defendants failed to sufficiently reimburse Plaintiff and similarly situated employees for their use of personal cell phones for work purposes. Defendants required Plaintiff and similarly situated employees to use a company application on their phone to sign in and out of work and to communicate with Defendants and the families they served on a routine basis. Despite this, Plaintiff and similarly situated employees were only paid from 2-3 dollars per pay period for their cellphone use. This did not come close to compensating employees for a reasonable percentage of their cell phone bills considering the time spent on their phones for work purposes.

23. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked, wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

24. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees for all regular and overtime hours worked and failure to pay meal and rest period premiums, Defendants failed to provide all final wages owed to Plaintiff and similarly situated employees within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation.

CAUSES OF ACTION

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

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

26. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 5 § (3)(A); Cal. Lab. Code §§ 510, 1194.

27. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However,

1 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
2 worked at their regular rate of pay.

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

5 29. 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 **FAILURE TO PAY MINIMUM WAGES**
10 **(As to all Defendants)**

11 30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 29 as though fully
12 set forth herein.

13 31. For the period preceding the filing of this Complaint, Defendants were required to
14 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
15 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 5 § 4(A); Cal. Lab. Code § 1194.

16 32. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
17 obligation to pay the minimum wage for each hour worked but failed to do so.

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

21 **THIRD CAUSE OF ACTION**
22 **MEAL PERIOD VIOLATIONS**
23 **(As to all Defendants)**

24 34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully
25 set forth herein.

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

28 36. California Labor Code sections 226.7 and 512 and IWC Wage Order Number 5,
section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
minutes for each work period of more than five (5) hours.

requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. As such, Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, 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.

50. 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.

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

51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully set forth herein.

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

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

54. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

55. 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.

56. 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 were not paid for all regular and overtime hours as they authorized the practices and policies denying these wages. Such conduct shows Defendants had knowledge of earned,

1 but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages
2 owed.

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

6 **SEVENTH CAUSE OF ACTION**
7 **FAILURE TO REIMBURSE EXPENSES**
8 **(As to all Defendants)**

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

11 59. California Labor Code section 2802(a) states that "An employer shall indemnify his or
12 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
13 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
14 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
15 unlawful."

16 60. Defendants required Plaintiff and similarly situated employees to use their personal cell
17 phones to clock in and out of work and communicate with managers and clients but failed to reimburse
18 them adequately for such use.

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

22 **EIGHTH CAUSE OF ACTION**
23 **UNFAIR COMPETITION**
24 **(As to TRI-COUNTY RESPITE CARE SERVICE and DOES 1 to 100)**

25 62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully
26 set forth herein.

27 63. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business
28 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.

64. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, or reimbursed for business expenses, during their employment or any time thereafter.

65. 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).

66. 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 226.7, 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.

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

67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully set forth herein.

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

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages);
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order Nos. 5, 15 § 4 (Failure to Pay Minimum Wages);
- Violation of Labor Code §§ 226.7, 512 and Wage Order Nos. 5, 15 §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code § 226.7 and Wage Order Nos. 5, 15 § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof);
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements);

- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order);
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave).

69. 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).

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

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in the amount of \$1,000,000;
 - 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 the amount of \$1,000,000;
 - 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;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in the amount of \$1,000,000;
 - 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. Wages in the amount of \$1,000,000;
- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

6. As to the Fifth 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);

7. As to the Seventh Cause of Action:

- a. Reimbursements in the amount of \$1,000,000;
- b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

8. As to the Ninth Cause of Action:

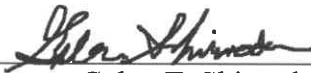
- a. For civil penalties as provided for in the Labor Code for each enumerated violation;
- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for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

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

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

Dated: June 8, 2021

Shimoda Law Corp.

By: 
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Jessica L. Hart
Attorneys for Plaintiff

Elsalaymeh v. Tri-County Respite Care Service
Sutter Superior Court Case No. CVCS21-0000579

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

I, Erika F. Collazo, declare that:

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

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

- First Amended Complaint for Damages

Kathleen Carter Messner Reeves, LLP 610 Newport Center Drive, Suite 420 Newport Beach, CA 92660 Phone: (949) 612-9128 Fax: (916) 253-1544 Emails: JGillette@messner.com kcarter@messner.com astrathearn@messner.com jtusko@messner.com egraham@messner.com	
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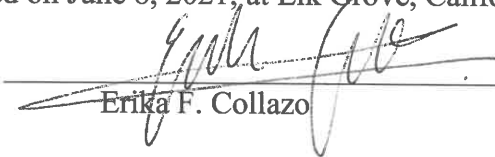
[XXX] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set 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.

[] [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:_____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 8, 2021, at Elk Grove, California.


Erika F. Collazo