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Leticia Guevara

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

Leticia Guevara, individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

ABD Insurance & Financial Services, Inc., a Delaware corporation; and DOES 1-50, inclusive,

Defendants.

Case No.: 21-CIV-02797

Honorable Robert D. Foiles
Department 21

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT

- (1) FAILURE TO PAY PROPERLY OVERTIME WAGES;**
- (2) FAILURE TO PAY MINIMUM WAGES;**
- (3) FAILURE TO PROVIDE COMPLAINT MEAL PERIODS AND PREMIUMS IN LIEU THEREOF;**
- (4) FAILURE TO PROVIDE COMPLAINT REST PERIODS AND PREMIUMS IN LIEU THEREOF**
- (5) FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**
- (6) FAILURE TO TIMELY PAY WAGES UPON TERMINATION**
- (7) FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS**
- (8) FAILURE TO MAINTAIN REQUISITE PAYROLL RECORDS**
- (9) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;**
- (10) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.; and**
- (11) VIOLATION OF CALIFORNIA LABOR CODE § 2698, ET SEQ.**

(CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT OF
2004)

DEMAND FOR JURY TRIAL

Plaintiff LETICIA GUEVARA (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employee pursuant to the California Private Attorneys General Act, hereby brings this complaint, demanding a trial by jury, against the above-named Defendants and states and alleges as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff LETICIA GUEVARA was an individual and a resident of the State of California.

2. At all times mentioned herein, Defendant ABD INSURANCE & FINANCIAL SERVICES, INC. (“Defendant ABD”) was, upon information and belief, a Delaware corporation, doing business in the State of California, County of San Mateo, at 777 Mariners Island Boulevard, Suite 250, San Mateo, California 94404. At all times mentioned herein, NEWFRONT INSURANCE SERVICES, LLC was, upon information and belief, a California limited liability corporation, doing business in the State of California, at 55 2nd Street, Floor 18, San Francisco, California 94105. Newfront is a brand name of Defendant ABD, which is the surviving company of the January 1, 2022 merger of ABD Insurance and Financial Services, Inc. and Newfront Insurance Services, LLC. At the time the causes of action arose, Defendant ABD INSURANCE & FINANCIAL SERVICES, INC and DOES 1 through 50 were Plaintiff’s employers (collectively referred to as “Defendants”).

3. The true names and capacities, whether individual, corporate, associate or otherwise of DOES 1 through 50 are unknown to Plaintiff who therefore sues these defendants under fictitious names. Plaintiff is informed and believes that each of the Doe defendants are legally responsible in some manner for the events referred to in this Complaint, and are/were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were

1 acting within the course and scope of their authority as such agents, partners, joint venturers, joint
2 employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and
3 all acts or omissions alleged herein were duly committed with the ratification, knowledge,
4 permission, encouragement, authorization and/or consent of each defendant designated as a DOE
5 herein. Plaintiff will in the future seek leave of this court to show the true names and capacities
6 of these Doe defendants when it has been ascertained.

7 4. Plaintiff further alleges that Defendants directly or indirectly controlled or affected
8 the working conditions, wages, working hours, and conditions of employment of Plaintiff and the
9 other class members so as to make each of said Defendants employers liable under the statutory
10 provisions set forth herein.

11 **JURISDICTION AND VENUE**

12 5. This class action is brought pursuant to the California Code of Civil Procedure section
13 382. The monetary damages and restitution Plaintiff seeks exceed the minimal jurisdiction limits
14 of the Superior Court and will be established according to proof at trial.

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

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

24 8. Venue is proper in this Court because, upon information and belief, Defendants
25 maintain offices, have agents, employ individuals, and/or transact business in the State of
26 California, County of San Mateo. The majority of acts and omissions alleged herein relating to
27 Plaintiff and the other class members took place in the State of California, including the County
28

1 of San Mateo. At all relevant times, Defendants maintained their headquarters within the State
2 of California, County of San Mateo.

3 **GENERAL ALLEGATIONS**

4 9. At all times mentioned herein, Defendants employed Plaintiff and other class
5 members as hourly-paid or non-exempt employees within the State of California, including the
6 County of San Mateo.

7 10. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt
8 employee from approximately November 2018 to approximately December 2020 in the State of
9 California, County of San Mateo.

10 11. Defendants paid wages and benefits to Plaintiff and the other class members, had the
11 authority to hire and terminate them, set the rules and conditions governing their employment,
12 and supervised their daily employment activities. Defendants exercised sufficient authority over
13 the terms and conditions of Plaintiff's and the other class members' employment for them to be
14 their joint employers.

15 12. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged
16 in a pattern and practice of wage abuse of, *inter alia*, failing to pay against their hourly-paid or
17 non-exempt employees within the State of California all regular and/or overtime wages earned
18 and premiums owed due to missed meal periods and rest breaks in violation of California law.

19 13. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
20 or should have known that Plaintiff and the other class members were required to work over eight
21 (8) hours in a day and/or forty (40) hours in a week and were entitled to receive certain wages for
22 overtime compensation.

23 14. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
24 or should have known that some class members were misclassified by Defendant as independent
25 contractors.

26 15. During the relevant time period, Defendants failed to pay properly pay all overtime
27 wages to Plaintiff and the other class members for all overtime hours worked.

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1 16. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and the other class members were entitled to receive at least
3 minimum wages as compensation for all hours worked and that they were not receiving at least
4 minimum wages for all hours they worked.

5 17. During the relevant time period, Defendants failed to pay Plaintiff and the other class
6 members at least minimum wages for all hours worked.

7 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
8 to provide Plaintiff and the other class members with compliant meal and rest periods during the
9 relevant time period as required under the Industrial Welfare Commission Wage Orders and thus
10 they are entitled to any and all applicable premium payments.

11 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
12 or should have known that Plaintiff and the other class members were entitled to receive
13 compliant meal and rest periods or a premium payment in the amount of one additional hour of
14 pay at Plaintiff's and the other class member's regular rate of pay when a meal or rest period was
15 missed, short, late, or interrupted, and they did not receive all required meal and rest periods or
16 premium payments in lieu thereof.

17 20. During the relevant time period, Defendants failed to provide all compliant, timely,
18 and uninterrupted meal and rest periods or premiums in lieu thereof, to Plaintiff and the other
19 class members.

20 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
21 or should have known that Plaintiff and the other class members were entitled to receive all wages
22 owed to them upon discharge or resignation, including overtime and minimum wages and meal
23 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
24 time of their discharge or resignation.

25 22. During the relevant time period, Defendants failed to pay Plaintiff and the other class
26 members all wages within any time permissible under California law, including, *inter alia*,
27 California Labor Code section 204.

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1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and the other class members were entitled to timely receive
3 all wages owed to them during their employment. Plaintiff and the other class members did not
4 receive payment of all wages, including overtime and minimum wages and meal and rest period
5 premiums, within any time permissible under California Labor Code section 204.

6 24. During the relevant time period, Defendants failed to pay Plaintiff and the other class
7 members all wages owed to them upon discharge or resignation.

8 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
9 or should have known that Plaintiff and the other class members were entitled to receive complete
10 and accurate wage statements in accordance with California law, but, in fact, they did not receive
11 complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*,
12 the failure to include the total number of hours worked by Plaintiff and the other class members.

13 26. During the relevant time period, Defendants failed to provide compliant wage
14 statements to Plaintiff and the other class members.

15 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
16 or should have known that Defendants were required to keep complete and accurate payroll
17 records for Plaintiff and the other class members in accordance with California law, but failed to
18 maintain complete and accurate payroll records.

19 28. During the relevant time period, Defendants failed to keep complete and/or accurate
20 payroll records for Plaintiff and the other class members.

21 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
22 or should have known that Plaintiff and the other class members were entitled to reimbursement
23 for necessary business-related expenses in accordance with California law, but knowingly failed
24 to do so.

25 30. During the relevant time period, Defendants failed to reimburse Plaintiff and the other
26 class members for all necessary business-related expenses and costs.

27 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
28 or should have known that they had a duty to properly compensate Plaintiff and the other class

members pursuant to California law, and that Defendants had the financial ability to pay such compensation, but for their own financial gain, willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class members that they were not properly denied wages.

32. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

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

CLASS ACTION ALLEGATIONS

34. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

35. The proposed class is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from May 17, 2017 to final judgment, that live in California, inclusive of those employees misclassified by Defendant as independent contractors.

36. Plaintiff reserves the right to establish subclasses as appropriate.

37. This action is certifiable as a class action because the class is ascertainable, as explained above, and there is a well-defined community of interest in the litigation.

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The exact membership of the class is unknown to Plaintiff at this time; however, the class is estimated to be at least one hundred (100) individuals and they are readily ascertainable through Defendants' employment records.

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- 1 b. Typicality: Plaintiff's claims are typical of the class's claims because they stem
2 from Defendants' uniform policies, practices, and procedures which apply to all
3 class members as explained herein. Plaintiff has a well-defined community of
4 interest with the class and will fairly and adequately protect their interests.
- 5 c. Adequacy: Plaintiff will fairly and adequately protect the class's interests because
6 Plaintiff has no interests in opposition to the other class members. Plaintiff's
7 attorneys are experienced in employment law and are educated in the rules
8 governing class action litigation.
- 9 d. Superiority: A class action is superior to other methods for the fair and efficient
10 resolution of this litigation because due to the number of individuals in the class,
11 the individual joinder of all class members is impractical.
- 12 e. Public Policy Considerations: Certification of this lawsuit as a class action will
13 advance public policy objectives. Employers in California regularly violate
14 employment and labor laws without repercussion. Employees often fail to assert
15 their rights out of fear of direct or indirect retaliation and due to feeling that
16 individually, they lack power and strength. However, class actions provide the
17 class members who are not named in the complaint anonymity that allows for the
18 vindication of their rights and allow individuals to join together to pursue their
19 rights.

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

- 23 a. Whether Defendants required Plaintiff and the other class members to work over
24 eight (8) hours per day and/or over forty (40) hours per week and failed to properly
25 pay the legally required overtime compensation to Plaintiff and the other class
26 members in violation of California Labor Code;
- 27 b. Whether Defendants failed to pay minimum wages to Plaintiff and the other class
28 members for all hours worked in violation of California Labor Code;

- c. Whether Defendants deprived Plaintiff and the other class members of compliant meal and/or rest periods or required Plaintiff and the other class members to endure non-compliant (i.e., short, late, interrupted, and/or missed altogether) meal and/or rest periods without compensation in violation of California Labor Code;
- d. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment in violation of California Labor Code;
- e. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members upon their discharge or resignation in violation of California Labor Code;
- f. Whether Defendants provided compliant wage statements to class members as required by the California Labor Code;
- g. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code;
- h. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs as required by the California Labor Code;
- i. Whether Defendants' conduct was willful and/or reckless;
- j. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- k. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- l. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

39. At all relevant times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

40. At all relevant times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, to be assessed and collected by the

1 LWDA for violations of the California Labor Code may, as an alternative, be recovered through
2 a civil action brought by an aggrieved employee on behalf of herself and other current or former
3 employees pursuant to procedures outlined in California Labor Code section 2699.3.

4 41. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
5 employee,” who is any person that was employed by the alleged violator and against whom one
6 or more of the alleged violations was committed.

7 42. Plaintiff was employed by Defendants and the alleged violations were committed
8 against her during her employment with Defendants and she is, therefore, an aggrieved employee.
9 Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code
10 section 2699(c) in that they are current or former employees of Defendants, and one or more of
11 the alleged violations were committed against them.

12 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
13 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
14 requirements have been met:

15 44. The aggrieved employee shall give written notice by certified mail (hereinafter
16 “Employee's Notice”) to the LWDA and the employer of the specific provisions of the California
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations.

19 45. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
20 the aggrieved employer by certified mail that it does not intend to investigate the alleged violation
21 within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of
22 the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days
23 of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil
24 action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any
25 other penalties to which the employee may be entitled.

26 46. On May 11, 2021 and on May 6, 2022, Plaintiff provided written notice by online
27 submission and certified mail respectively to the LWDA and to Defendants of the specific
28 provisions of the California Labor Code alleged to have been violated, including the facts and

1 theories to support the alleged violations. Therefore, the administrative prerequisites under
 2 California Labor Code section 2699.3(a) to recover civil penalties, in addition to other remedies,
 3 for violations of California Labor Code sections 201, 202, 203, 204, 218, 226(a), 226.3, 226.7,
 4 510, 512(a), 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PROPERLY PAY OVERTIME WAGES**

7 **(Against ALL Defendants)**

8 47. Plaintiff restates and incorporates by this reference as if fully set forth herein
 9 paragraphs 1 through 46 of this Complaint.

10 48. California Labor Code section 1198 and the applicable Industrial Welfare
 11 Commission (“IWC”) Wage Order provide that depending on the number of hours worked by the
 12 person on a daily or weekly basis, it is unlawful to employ persons without compensating them
 13 at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay.

14 49. The applicable IWC Wage Order provides that Defendants are and were required to
 15 pay Plaintiff and the other class members overtime compensation at a rate of one-and-one-half
 16 times their regular rate of pay for all hours worked in excess of eight (8) hours in a day and/or
 17 more than forty (40) hours in a workweek at the rate of one-and-one-half.

18 50. The applicable IWC Wage Order further provides that Defendants are and were
 19 required to pay Plaintiff and the other class members overtime compensation at a rate of two times
 20 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and eight (8)
 21 hours on the seventh (7th) consecutive day of work in a workweek.

22 51. California Labor Code section 510 codifies the right to overtime compensation at one-
 23 and-one-half times the regular rate for hours worked in excess of eight (8) hours in a day, forty
 24 (40) hours in a week, and/or for the first eight (8) hours worked on the seventh (7th) day of work,
 25 and to overtime compensation at twice the regular rate for hours worked in excess of twelve (12)
 26 hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

27 52. During the relevant time period, Plaintiff and the other class members were required
 28 to work in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

1 53. During the relevant time period, Defendants intentionally and willfully failed to
2 properly pay overtime wages owed to Plaintiff and the other class members.

3 54. Defendants' failure to properly pay Plaintiff and the other class members all overtime
4 earned, as required by California laws, violates the provisions of California Labor Code sections
5 510 and 1198, and is therefore unlawful.

6 55. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
7 are entitled to recover unpaid overtime compensation, as well as interest, litigation costs, and
8 attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY MINIMUM WAGES**

11 **(Against ALL Defendants)**

12 56. Plaintiff restates and incorporates by this reference as if fully set forth herein
13 paragraphs 1 through 55 of this Complaint.

14 57. At all times mentioned herein, California Labor Code sections 1194, 1197, and 1197.1
15 provide the minimum wage to be paid to employees, and that the payment of a lesser wage than
16 the minimum wage mentioned therein is unlawful.

17 58. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff
18 and the other class members as required, pursuant to California Labor Code sections 1194, 1197,
19 and 1197.1.

20 59. Defendants' failure to pay Plaintiff and the other class members the minimum wage
21 violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to California Labor
22 Code, Plaintiff and the other class members are entitled to recover the amount of minimum wage
23 compensation due to them as well as interest, litigation costs, and attorney's fees, and liquidated
24 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

25 60. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
26 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
27 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
28 minimum wages.

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

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE COMPLAINT MEAL PERIODS**

6 **AND PREMIUMS IN LIEU THEREOF**

7 **(Against ALL Defendants)**

8 62. Plaintiff restates and incorporates by this reference as if fully set forth herein
9 paragraphs 1 through 61 of this Complaint.

10 63. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
11 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

12 64. At all relevant times, California Labor Code section 226.7 provides that no employer
13 shall require an employee to work during any meal or rest period mandated by an applicable order
14 of the California IWC.

15 65. At all relevant times, the applicable IWC Wage Order and California Labor Code
16 section 512(a) provide that an employer may not require, cause or permit an employee to work
17 for more than five (5) hours per day without providing the employee with an uninterrupted meal
18 period of at least thirty (30) minutes. Notwithstanding the foregoing, if the total work period is
19 not longer than six (6) hours, then the meal period may be waived by mutual consent of both the
20 employer and employee.

21 66. At all relevant times, the applicable IWC Wage Order and California Labor Code
22 section 512(a) further provide that an employer may not require, cause or permit an employee to
23 work for more than ten (10) hours per day without providing the employee with a second
24 uninterrupted meal period of at least thirty (30) minutes. Notwithstanding the foregoing, if the
25 total hours worked is not longer than twelve (12) hours, the second meal period may be waived
26 by mutual consent of the employer and the employee, but only if the first meal period was not
27 waived.

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68. At all relevant times, Plaintiff and the other class members who worked for a period of time longer than six (6) hours were required to work for periods longer than five (5) hours without a compliant meal period of at least thirty (30) minutes.

69. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and experience late and/or interrupted meal periods and failed to compensate them with a meal period premium pursuant to California Labor Code section 226.7.

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

71. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that they experienced a non-compliant meal period.

FAILURE TO PROVIDE COMPLAINT REST PERIODS

(Against ALL Defendants)

72. Plaintiff restates and incorporates by this reference as if fully set forth herein paragraphs 1 through 71 of this Complaint.

73. At all relevant times, Plaintiff's and the other class members' employment by Defendants was governed by the applicable IWC Wage Order and California Labor Code section 226.7.

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74. At all relevant times, 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.

75. At all relevant times, 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.

76. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting them to take a ten (10) minute rest period for each four (4) hour period they worked.

77. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods, miss their rest periods, and/or take late rest periods and failed to pay Plaintiff and the other class members with a rest period premium for non-compliant rest periods.

78. During the relevant time period, Defendants failed to pay Plaintiff and the other class members every rest period premium due pursuant to California Labor Code section 226.7

79. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

80. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees’ regular hourly rate of compensation for each non-compliant rest period was not provided.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

(Against ALL Defendants)

81. Plaintiff restates and incorporates by this reference as if fully set forth herein paragraphs 1 through 80 of this Complaint.

1 82. At all relevant times, California Labor Code section 204 provides that, other than
2 those wages due upon termination of an employee, all wages earned by any person in any
3 employment, between the 1st and 15th days, inclusive, of any calendar month, are due and
4 payable between the 16th and the 26th day of the month during which the labor was performed
5 and all wages earned by any person in any employment between the 16th and the last day,
6 inclusive, of any calendar month are due and payable between the 1st and the 10th day of the
7 following month.

8 83. At all relevant times, California Labor Code section 204 provides that all wages
9 earned for labor in excess of the normal work period shall be paid no later than the payday for the
10 next regular payroll period.

11 84. During the relevant time period, Defendants intentionally and willfully failed to pay
12 Plaintiff and the other class members all wages due to them, within any time period permissible
13 under California Labor Code section 204.

14 85. Plaintiff and the other class members are entitled to recover all remedies available for
15 violations of California Labor Code section 204.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY WAGES UPON TERMINATION**

18 **(Against ALL Defendants)**

19 86. Plaintiff restates and incorporates by this reference as if fully set forth herein
20 paragraphs 1 through 85 of this Complaint.

21 87. At all relevant times, California Labor Code sections 201 and 202 provide that if an
22 employer discharges an employee, the wages earned and unpaid at the time of discharge are due
23 and payable immediately, and if an employee quits his or her employment with less than seventy-
24 two (72) hours' notice, his or her wages shall become due and payable no later than seventy-two
25 (72) hours thereafter, and if the employee has given seventy-two (72) hours' notice, in which case
26 the employee is entitled to his or her wages at the time of quitting.

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1 88. During the relevant time period, Defendants intentionally and willfully failed to pay
2 Plaintiff and the other class members who are no longer employed by Defendants their wages,
3 earned and unpaid, within seventy-two (72) hours of being termed.

4 89. Defendants' failure to pay Plaintiff and the other class members who were no longer
5 employed by Defendants' their earned and unpaid wages within seventy-two (72) hours of being
6 termed, is in violation of California Labor Code sections 201 and 202.

7 90. California Labor Code section 203 provides that if an employer willfully fails to pay
8 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
9 accrue as a penalty from the due date thereof at the same rate until paid or until an action is
10 commenced; but for no longer than thirty (30) days.

11 91. Pursuant to California Labor Code section 203, Plaintiff and the other class members
12 are entitled to recover from Defendants the statutory penalty wages for each day they were not
13 paid, up to the thirty (30) day maximum.

14 **SEVENTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE COMPLIANT WAGE STATEMENTS**

16 **(Against ALL Defendants)**

17 92. Plaintiff restates and incorporates by this reference as if fully set forth herein
18 paragraphs 1 through 91 of this Complaint.

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

3 94. Defendants have intentionally and willfully failed to provide Plaintiff and the other
4 class members with complete and accurate wage statements. The deficiencies include, but are
5 not limited to: Defendants' failure to include the total number of hours worked by Plaintiff and
6 the other class members.

7 95. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
8 and the other class members have suffered irreparable injury and damage because they were
9 denied their legal right to receive and their interest in receiving accurate and itemized wage
10 statements pursuant to California Labor Code section 226(a).

11 96. Plaintiff and the other class members are entitled to recover from Defendants the
12 greater of their actual damages caused by Defendants' failure to comply with California Labor
13 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
14 employee.

15 97. Plaintiff and the other class members are also entitled to injunctive relief to ensure
16 compliance with this section, pursuant to California Labor Code section 226(h).

17 **EIGHTH CAUSE OF ACTION**

18 **FAILURE TO MAINTAIN REQUISITE PAYROLL RECORDS**

19 **(Against ALL Defendants)**

20 98. Plaintiff restates and incorporates by this reference as if fully set forth herein
21 paragraphs 1 through 97 of this Complaint.

22 99. Pursuant to California Labor Code section 1174(d), an employer must keep, at a
23 central location in the state or at the plants or establishments at which employees are employed,
24 payroll records showing the hours worked daily by and the wages paid to, and the number of
25 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
26 respective plants or establishments. These records must be kept in accordance with the
27 application California Labor Code and must be kept on file for no less than two years.

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1 100. Defendants have intentionally and willfully failed to keep accurate and complete
2 payroll records showing the daily hours worked and the wages paid, to Plaintiff and the other
3 class members.

4 101. As a result of Defendants' violation of California Labor Code section 1174(d),
5 Plaintiff and the other class members have suffered injury and damage to their statutorily-
6 protected rights because they were denied both their legal right and protected interest, in having
7 available, accurate and complete payroll records pursuant to California Labor Code section
8 1174(d).

9 **NINTH CAUSE OF ACTION**

10 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

11 **(Against ALL Defendants)**

12 102. Plaintiff restates and incorporates by this reference as if fully set forth herein
13 paragraphs 1 through 101 of this Complaint.

14 103. Pursuant to California Labor Code sections 2800 and 2802, an employer must
15 reimburse its employee for all necessary business expenses incurred by the employee in direct
16 consequence of the discharge of his or her job duties or obedience to the employer's directions.

17 104. Plaintiff and the other class members incurred necessary business-related expenses
18 and costs that were not fully reimbursed by Defendants as required by the California Labor Code.

19 105. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other
20 class members for all necessary business-related expenses and costs in violation of the California
21 Labor Code.

22 106. Plaintiff and the other class members are entitled to recover from Defendants their
23 business-related expenses and costs incurred during their employment but not reimbursed, plus
24 interest.

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TENTH CAUSE OF ACTION

**VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE § 17200, ET
SEQ.**

(Against ALL Defendants)

107.Plaintiff restates and incorporates by this reference as if fully set forth herein paragraphs 1 through 106 of this Complaint.

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

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

110.A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. Defendants' policies and practices of requiring Plaintiff and the other class members, to work overtime without properly compensating them violate California Labor Code sections 510 and 1198. Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Defendants' policies and practices of requiring Plaintiff and the other class members, to endure non-compliant meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

111.As a result of violating California law, Defendants unlawfully gained an unfair advantage over other businesses.

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1 112. Plaintiff and the other class members have been personally injured by Defendants’
 2 unlawful business acts and practices as alleged herein, including but not limited to the loss of
 3 money and/or property.

4 113. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff
 5 and the other class members are entitled to restitution of the wages withheld and retained by
 6 Defendants during a period that commences four years preceding the filing of this Complaint; an
 7 award of attorneys’ fees pursuant to California Code of Civil procedure section 1021.5 and other
 8 applicable laws; and an award of litigation costs.

9 **ELEVENTH CAUSE OF ACTION**

10 **VIOLATION OF CALIFORNIA LABOR CODE § 2698, ET SEQ.**

11 **(Against ALL Defendants)**

12 114. Plaintiff restates and incorporates by this reference as if fully set forth herein
 13 paragraphs 1 through 113 of this Complaint.

14 115. PAGA expressly establishes that any provision of the California Labor Code which
 15 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
 16 divisions, commissions, boards, agencies, or employees for a violation of the California Labor
 17 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
 18 himself or herself, and other current or former employees.

19 116. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
 20 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
 21 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
 22 a civil penalty.

23 117. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
 24 employees” as defined by California Labor Code section 2699(c) in that they are all current or
 25 former employees of Defendants, and one or more of the alleged violations was committed against
 26 them.

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Failure to Pay Overtime

118. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Pay Minimum Wage

119. Defendants' failure to pay minimum wage in violation of the Wage Orders and California Labor Code sections 1194, 1197, 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197, 1197.1.

Failing to Provide Meal Periods

120. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

121. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226.7.

Failure to Timely Pay Wages Upon Termination

122. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

123. Defendants' failure to timely pay wages during employment in violation of California Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Compliant Wage Statements

124. Defendants' failure to provide compliant wage statements in violation of California Labor Code section 226(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

125. Defendants' failure to keep complete or accurate payroll records in violation of California Labor Code section 1174(d), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business Expenses

126. Defendants' failure to reimburse all necessary business-related expenses and costs in violation of California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

127. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

1 128. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
 2 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
 3 Workforce Development Agency for the enforcement of labor laws and education of employers
 4 and employees about their rights and responsibilities and twenty-five percent (25%) to the
 5 aggrieved employees.

6 129. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
 7 pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

8 **PRAYER FOR RELIEF**

9 Wherefore, Plaintiff individually, and on behalf of other members of the general
 10 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
 11 as follows:

12 **CLASS CERTIFICATION**

- 13 1. That this action be certified as a class action;
- 14 2. That Plaintiff be appointed as the representative of the Class;
- 15 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 16 4. That Defendants provide to Class Counsel immediately the full names and most
 17 current/last known contact information (mailing address, e-mail address, and
 18 telephone number) of all class members.

19 **AS TO THE FIRST CAUSE OF ACTION**

- 20 5. That the Court declare, adjudge and decree that Defendants violated California Labor
 21 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
 22 properly pay all overtime wages due to Plaintiff and the other class members;
- 23 6. For general unpaid wages at appropriate overtime wage rates and such general and
 24 special damages as may be appropriate;
- 25 7. For pre-judgment interest on any unpaid overtime compensation commencing from
 26 the date such amounts were due;
- 27 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
 28 Labor Code section 1194; and

1 9. For such other and further relief as the Court may deem just and proper.

2 **AS TO THE SECOND CAUSE OF ACTION**

3 10. That the Court declare, adjudge and decree that Defendants violated California Labor
4 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
5 Plaintiff and the other class members;

6 11. For general unpaid wages and such general and special damages as may be
7 appropriate;

8 12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
9 Plaintiff and the other class members in the amount as may be established according
10 to proof at trial;

11 13. For pre-judgment interest on any unpaid compensation from the date such amounts
12 were due;

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

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

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

17 **AS TO THE THIRD CAUSE OF ACTION**

18 17. That the Court declare, adjudge and decree that Defendants violated California Labor
19 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing
20 to provide compliant meal periods (including second meal periods) to Plaintiff and
21 the other class members;

22 18. That the Court make an award to Plaintiff and the other class members of one (1) hour
23 of pay at each employee's regular rate of compensation for each workday that a non-
24 compliant meal period was endured;

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

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

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

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

23. For such other and further relief as the Court may deem just and proper.

AS TO THE FOURTH CAUSE OF ACTION

24. 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 compliant rest periods to Plaintiff and the other class members;

25. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a non-compliant rest period was endured;

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

27. For premium wages pursuant to California Labor Code section 226.7(c);

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

29. For such other and further relief as the Court may deem just and proper.

AS TO THE FIFTH CAUSE OF ACTION

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

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

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

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

AS TO THE SIXTH CAUSE OF ACTION

34. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

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

36. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employment;

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

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

AS TO THE SEVENTH CAUSE OF ACTION

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide them with accurate itemized wage statements;

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

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

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

AS TO THE EIGHTH CAUSE OF ACTION

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

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

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

AS TO THE NINTH CAUSE OF ACTION

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

52. For such other and further relief as the Court may deem just and proper.

AS TO THE TENTH CAUSE OF ACTION

53. The Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to pay at least minimum wages to Plaintiff and the other class members for all hours worked, failing to provide compliant meal and rest periods to Plaintiff and the other class members, failing to timely pay Plaintiff's and the other class members' wages as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

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

55. For the appointment of a receiver to receive, manage and distribute any and all funds acquired from Defendants and determined to have been wrongfully attained as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

AS TO THE ELEVENTH CAUSE OF ACTION

58. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 218, 226(a), 226.3, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; and

1 59. For such other and further relief as the Court may deem just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff, individually, and on behalf of other members of the general public similarly
4 situated, hereby demands a trial by jury

5
6 DATED: August 2, 2022

BROCK & GONZALES, LLP

7
8
9 By:



10 DANIELLE L. GRUPPCHANG

11 Attorneys for Plaintiff
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PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF SAN MATEO

I am employed in the County of Alameda, State of California. I am over the age of 18 and not a party to the within action. My business address is 180 Grand Avenue, Suite 1500, Oakland, CA 94610.

On August 2, 2022, I served the foregoing documents described as: **SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action, addressed as follows:

Kathryn T. McGuigan, Esq.
MORGAN LEWIS & BOCKIUS LLP
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Email: kathryn.mcguigan@morganlewis.com
Attorney for Defendant
ABD INSURANCE & FINANCIAL SERVICES, INC.

☐ **By U.S. Mail**, I deposited such envelope(s) in the mail at Oakland, California, with postage thereon fully prepaid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid at Oakland, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

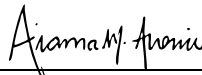
☐ **By Facsimile**, I transmitted such documents from Oakland, California, to the offices of the addressee(s).

☐ **By Personal Service**, I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

☒ **By E-Mail**, I transmitted the document to the e-mail address of the addressee(s).

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

Executed on August 2, 2022, at Oakland, California.



Arianna Aveni