

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff, Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MELISSA MOSS, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SARES REGIS OPERATING COMPANY,
L.P.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2021-01201041-CU-OE-CXC

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES FOR:**

- (1) VIOLATION OF LABOR CODE §§ 201,
202, AND 203;**
- (2) VIOLATION OF LABOR CODE § 226.7;**
- (3) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
AND**
- (4) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

Complaint Filed: May 17, 2021
FAC Filed: August 16, 2021

1 Plaintiff Melissa Moss (“Plaintiff”), hereby submits this Second Amended Class and
2 Representative Action Complaint against Defendant Sares Regis Operating Company, L.P.
3 (“Defendant”) and Does 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of
4 herself and the class of all other similarly situated current and former employees of Defendant
5 for all damages and penalties arising from Defendant’s violations of the California Labor Code
6 as follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code
9 sections 201, 202, 203, 204, 212, 213, 226(a), 226.7, and 2698, *et seq.*, Business and Professions
10 Code section 17200, *et seq.* (the “UCL”), and the California Industrial Welfare Commission’s
11 (“IWC”) Wage Orders.

12 2. This complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code against employees of Defendant.

14 3. Plaintiff is informed and believes and based thereon alleges that Defendants
15 jointly and severally have acted intentionally and with deliberate indifference and conscious
16 disregard to the rights of all employees by: (a) failing to pay meal/rest period premium wages at
17 the regular rate of pay; (b) issuing payment of wages to employees in the form of a paycard
18 without written authorization or consent; and (c) failing to pay all final wages upon separation of
19 employment.

20 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
21 engaged in, among other things a system of willful violations of the California Labor Code and
22 applicable IWC Wage Orders by creating and maintaining policies, practices and customs that
23 knowingly deny employees the above stated rights and benefits.

24 5. The policies, practices and customs of Defendants described above and below
25 have resulted in unjust enrichment of Defendants and an unfair business advantage over
26 businesses that routinely adhere to the strictures of the California Labor Code and the California
27 Business and Professions Code.

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

7. Venue is proper in Orange County because Defendant maintains operations in Newport Beach, California.

8. Plaintiff is a former non-exempt employee of Defendant. Plaintiff's employment with Defendant ended on or about April 21, 2021.

10. Plaintiff is informed and believes and based thereon alleges that Defendant Sares Regis Operating Company, L.P. was and is a Delaware limited partnership that does business in California, including in Orange County.

12. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code sections 201, 202, 203, 204, 212, 213, 226(a), 226.7, and 2698, *et seq.*, the UCL, and the applicable IWC Wage Orders.

7

1 14. At all times herein mentioned, each of said Defendants participated in the doing
2 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
3 Defendants, and each of them, were the agents, servants, and employees of each of the other
4 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
5 acting within the course and scope of said agency and employment.

6 15. Plaintiff is informed and believes and based thereon alleges that at all times
7 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
8 joint venturer of, or working in concert with each of the other co-defendants and was acting
9 within the course and scope of such agency, employment, joint venture, or concerted activity.
10 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
11 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
12 Defendants.

13 16. At all times herein mentioned, Defendants, and each of them, were members of,
14 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
15 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

16 17. At all times herein mentioned, the acts and omissions of various Defendants, and
17 each of them, concurred and contributed to the various acts and omissions of each and all of the
18 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
19 herein mentioned, Defendants, and each of them, ratified each and every act or omission
20 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
21 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
22 the damages as herein alleged.

23 **CLASS ACTION ALLEGATIONS**

24 18. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
25 California Code of Civil Procedure section 382, of the following classes (collectively, "Class"):

- 26 a. All former employees of Defendant in the State of California whose
27 employment was separated for any reason (voluntary or involuntary), and
28 who were paid wages via a paycard without their written authorization or

consent, at any time from May 17, 2018, through the present (the “Paycard Class” or “Paycard Class Members”); and

- b. All current and former non-exempt employees of Defendant in the State of California who earned non-discretionary incentive wages and meal/rest period premium pay during the same workweek at any time between July 23, 2017, through the present (the “Meal/Rest Period Class”).

19. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendant’s records, including payroll records. Plaintiff alleges that Defendant: (a) failed to pay meal/rest period premium wages at the regular rate of pay, in violation of Labor Code section 226.7; (b) issued payment of wages to employees in the form of a paycard without written authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions, in violation of Labor Code sections 212 and 213; and (c) failed to pay final wages in a timely manner to separated employees as a result of the issuance of paycards and underpayment of meal/rest period premiums, in violation of Labor Code sections 201, 202, and 203.

20. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

21. Defendant uniformly administered a corporate policy, practice of: (a) failing to pay meal/rest period premium wages at the regular rate of pay, in violation of Labor Code section 226.7; (b) issuing payment of wages to employees in the form of a paycard without written authorization, which required employees to incur fees to use, was not fully cashable, and was not usable at all financial institutions, in violation of Labor Code sections 212 and 213; and (c) failing to pay final wages in a timely manner to separated employees as a result of the

1 issuance of paycards and underpayment of meal/rest period premiums, in violation of Labor
2 Code sections 201, 202, and 203.

3 22. **Common Question of Law and Fact:** There are predominant common questions
4 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
5 concerning Defendant's policy and practice of: (a) failing to pay meal/rest period premium
6 wages at the regular rate of pay, in violation of Labor Code section 226.7; (b) issuing payment of
7 wages to employees in the form of a paycard without written authorization, which required
8 employees to incur fees to use, was not fully cashable, and was not usable at all financial
9 institutions, in violation of Labor Code sections 212 and 213; and (c) failing to pay final wages
10 in a timely manner to separated employees as a result of the issuance of paycards and
11 underpayment of meal/rest period premiums, in violation of Labor Code sections 201, 202, and
12 203.

13 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
14 Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar and typical
15 manner as the Class members. As with other non-exempt employees, Plaintiff earned non-
16 discretionary incentives and bonuses. However, the non-discretionary wages were not factored
17 into the regular rate of pay for the purposes of paying meal and rest period premium wages. For
18 each workday that a meal or rest period is not provided, employees are entitled to one additional
19 hour of pay at the employee's regular rate of pay. Defendant, however, paid meal and rest period
20 premium wages at Plaintiff's base hourly rate of pay, which did not include non-discretionary
21 incentive wages that she earned during the same workweek. As such, Plaintiff is owed additional
22 sick pay and meal/rest period premiums based on the correct, higher regular rate of pay.
23 Furthermore, as a result of the underpayment of meal/rest period premium wages, whenever a
24 meal or rest period premium and non-discretionary incentive pay was earned during the same
25 workweek, the corresponding wage statement failed to identify the accurate rates of pay for such
26 meal and rest premium wages, and the accurate gross and net wages earned.

27 24. Moreover, during her employment Plaintiff was paid wages in the form of a
28 paycard. However, Plaintiff did not give written authorization to receive wages in the form of a

1 paycard. Plaintiff was charged a fee to use the card and has been unable to access all the monies
2 contained on the paycard. As such, Plaintiff has not been paid all final wages due upon
3 termination. Accordingly, Plaintiff is a member of the Class and has suffered the alleged
4 violations of California Labor Code sections 201, 202, 203, 204, 212, 213, 226(a) and 226.7.

5 25. The California Labor Code and upon which Plaintiff bases these claims is broadly
6 remedial in nature. These laws and labor standards serve an important public interest in
7 establishing minimum working conditions and standards in California. These laws and labor
8 standards protect the average working employee from exploitation by employers who may seek
9 to take advantage of superior economic and bargaining power in setting onerous terms and
10 conditions of employment.

11 26. The nature of this action and the format of laws available to Plaintiff and
12 members of the Class identified herein make the class action format a particularly efficient and
13 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
14 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
15 advantage since it would be able to exploit and overwhelm the limited resources of each
16 individual Plaintiff with Defendant's vastly superior financial and legal resources. Requiring
17 each Class member to pursue an individual remedy would also discourage the assertion of lawful
18 claims by employees who would be disinclined to file an action against their former and/or
19 current employer for real and justifiable fear of retaliation and permanent damage to their careers
20 at subsequent employment.

21 27. The prosecution of separate actions by the individual class members, even if
22 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
23 to individual Class members against Defendant and which would establish potentially
24 incompatible standards of conduct for Defendant, and/or (b) adjudications with respect to
25 individual Class members which would, as a practical matter, be dispositive of the interest of the
26 other Class members not parties to the adjudications or which would substantially impair or
27 impede the ability of the Class members to protect their interests. Further, the claims of the
28 individual members of the Class are not sufficiently large to warrant vigorous individual

prosecution considering all of the concomitant costs and expenses.

28. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class identified herein, in a civil action, for unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 203, 218.5, and 226.7, the applicable IWC Wage Orders, and Code of Civil Procedure section 1021.5.

29. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

30. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendant. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendant. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201, 202, AND 203

(BY PLAINTIFF AND THE PAYCARD CLASS AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

32. Labor Code section 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

33. Defendant paid wages to Plaintiff and Paycard Class Members in the form of a paycard. Plaintiff and Paycard Class Members did not give authorization or consent to receive wages in the form of a paycard. As alleged herein, the paycard required Plaintiff and Paycard Class Members to incur fees to use, was not fully cashable, and not usable at all financial institutions. Thus, the paycard did not actually compensate separated employees for all wages owed. As such, Plaintiff and Paycard Class Members have not been paid all final wages due upon termination.

34. Defendant willfully failed to pay Plaintiff and Paycard Class Members all their wages due, as alleged hereinabove and hereinafter, upon the termination of their employment within the times prescribed by Labor Code sections 201 and 202 and are therefore subject to a waiting time penalty. Plaintiff and Paycard Class Members are entitled to recover from Defendant the statutory penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226.7

(BY PLAINTIFF AND MEAL/REST PERIOD CLASS AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

36. At all relevant times, Defendant failed in its affirmative obligation to ensure that Plaintiff and Meal/Rest Period Class Members had the opportunity to take and were provided with off-duty meal and rest periods in accordance with the mandates of the California Labor Code and the applicable IWC Wage Order. For each workday that a meal or rest period is not provided, employees are entitled to one additional hour of pay at the employee's regular rate of pay. Defendant, however, paid meal and rest period premium wages at an employee's base hourly rate of pay, which did not include non-discretionary incentive wages that an employee earned during the same workweek. As such, Plaintiff and the Meal/Rest Period Class are owed additional meal/rest period premiums based on the correct, higher regular rate of pay.

37. Furthermore, as a result of the underpayment of meal/rest period premium wages,

1 the wage statements provided to Plaintiff and Meal/Rest Period Class Members failed to identify
2 the accurate rates of pay for the meal/rest period premium and the accurate gross/net wages
3 earned during the pay period.

4 38. Such a pattern, practice, and uniform administration of corporate policy as
5 described herein is unlawful and creates an entitlement to recovery by Plaintiff and Meal/Rest
6 Period Class Members, in a civil action, for the unpaid balance of the premium compensation
7 pursuant to Labor Code section 226.7, and the applicable IWC Wage Order, including interest
8 thereon, penalties, including penalties pursuant to Labor Code §§ 201, 202, 203 and 226(a),
9 reasonable attorneys' fees, and costs of suit.

10 **THIRD CAUSE OF ACTION**

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

12 **(BY PLAINTIFF AND MEAL/REST PERIOD CLASS AGAINST ALL DEFENDANTS)**

13 39. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
14 though fully set forth herein.

15 40. Defendant has engaged and continues to engage in unfair and unlawful business
16 practices in California by practicing, employing, and utilizing the employment practices outlined
17 above, including by failing to pay employees meal/rest period premium wages at the correct
18 regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code
19 section 226.7.

20 41. Defendant's utilization of such unfair and unlawful business practices constitutes
21 unfair and unlawful competition and provides an unfair advantage over Defendant's competitors.

22 42. Plaintiff seeks, individually and on behalf of other members of the Meal/Rest
23 Period Class, full restitution of monies, as necessary and according to proof, to restore any and
24 all monies withheld, acquired and/or converted by the Defendant by means of the unfair
25 practices complained of herein.

26 //

27 //

28 //

1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

4 43. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 44. Plaintiff brings this cause of action for violation of the Private Attorneys General
7 Act, as a proxy for the State of California and in this capacity, seeks penalties on behalf of all
8 Aggrieved Employees from May 3, 2020, through the present for Defendant's violations of
9 Labor Code sections 201, 202, 203, 204, 212, 213, 226, and 226.7, arising from Defendant's
10 policy and practice of: (a) failing to pay employees meal and rest period premium wages at the
11 regular rate of pay, in violation of Labor Code section 226.7; (b) issuing payment of wages to
12 employees in the form of a paycard without written authorization, which required employees to
13 incur fees to use, was not fully cashable, and was not usable at all financial institutions, in
14 violation of Labor Code sections 212 and 213; (c) failing to pay final wages in a timely manner
15 to separated employees as a result of the issuance of paycards and underpayment of meal/rest
16 period premiums, in violation of Labor Code sections 201, 202, and 203; and (d) failing to
17 provide accurate itemized wage statements, as a result of the underpayment of meal/rest period
18 premium wages, in violation of Labor Code section 226(a).

19 45. Labor Code section 201 provides if an employer discharges an employee, the
20 wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code
21 section 202 provides that an employee is entitled to receive all unpaid wages no later than 72
22 hours after an employee quits his or her employment, unless the employee has given seventy-two
23 (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
24 to his or her wages at the time of quitting.

25 46. Plaintiff and other non-exempt Aggrieved Employees earned non-discretionary
26 incentives and/or bonuses and meal and rest period premium wages during the same work week.
27 Whenever Defendant paid Plaintiff and non-exempt Aggrieved Employees meal and rest period
28 premium wages pursuant to California Labor Code section 226.7, Defendant did so at the

1 incorrect rate of pay. Defendant paid Plaintiff and non-exempt Aggrieved Employees at the base
2 hourly rate of pay, as opposed to the regular rate of pay, which would take into account all non-
3 discretionary wages such as incentives and/or bonuses, as required by Labor Code section 226.7.
4 This resulted in the underpayment of meal and rest period premiums, and resulted in violations
5 of California Labor Code sections 201, 202, and 203, and other derivative Labor Code violations,
6 because Defendant did not pay, or timely pay, Plaintiff and non-exempt Aggrieved Employees
7 all owing and unpaid wages for work performed by them during their employment and at the end
8 of their employment. Furthermore, as a result of the underpayment of meal/rest period premium
9 wages, the wage statements provided to Plaintiff and non-exempt Aggrieved Employees failed to
10 identify the accurate rates of pay for the meal/rest period premium and the accurate gross/net
11 wages earned during the pay period.

12 47. Moreover, Plaintiff and other Aggrieved Employees, whose employment was
13 separated for any reason (voluntary or involuntary), received their final wages in the form of a
14 paycard without their written authorization or consent. As alleged herein, the paycard required
15 Plaintiff and Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at
16 all financial institutions. Thus, the paycard did not actually compensate separated employees for
17 all wages owed. As such, Plaintiff and Aggrieved Employees have not been paid all final wages
18 due upon termination.

19 48. On or about May 3, 2021, Plaintiff sent written notice to the California Labor &
20 Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code sections
21 201, 202, 203, 204, 212, 213, 226(a), and 246, pursuant to Labor Code section 2698, *et seq.* To
22 date, the LWDA has not responded to Plaintiff’s written notice.

23 49. On or about July 23, 2021, Plaintiff sent a supplemental written notice to the
24 LWDA of Defendant’s violations of Labor Code sections 201, 202, 203, 226(a), and 226.7,
25 pursuant to Labor Code section 2698, *et seq.* To date, the LWDA has not responded to Plaintiff’s
26 written notice.

27 50. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
28 and all applicable civil penalties for Defendant’s violation of Labor Code sections 201, 202, 203,

204, 212, 213, and 226.7, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 201, 202, and 203, and for costs and attorneys' fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 201-203 and 226.7, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for restitution to Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired by Defendant by means of any acts or practices declared by this Court to be in violation of Business & Professions Code section 17200 *et seq.*, and for costs and attorneys' fees;
7. Upon the Fourth Cause of Action, for civil penalties according to proof pursuant to Labor Code section 2698, *et seq.*, and for costs and attorneys' fees;
8. On all causes of action, for attorneys' fees and costs as provided by California Labor Code sections 201, 202, 203, 218.5, 226.7, and 2699, and Code of Civil Procedure section 1021.5; and
9. For such other and further relief as the Court may deem just and proper.

DATED: June 10, 2022

DIVERSITY LAW GROUP, P.C.

By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

Attorneys for Plaintiff, the Class, and Aggrieved Employees

1 **PROOF OF SERVICE**

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

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

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

10 On June 21, 2022, I served the following document(s) described as: **SECOND**
11 **AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES**
12 on the interested parties in this action as follows:

13 Amy R. Patton
14 arp@paynefears.com
15 Matthew C. Lewis
16 mcl@paynefears.com
17 PAYNE & FEARS LLP
18 Attorneys at Law
19 4 Park Plaza, Suite 1100
20 Irvine, California 92614
21 *Attorney for Defendant Sares Regis Operating Company, L.P.*

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

28 I declare under penalty of perjury under the laws of the State of California that the
above is true and correct. Executed on June 21, 2022, at Los Angeles, California.

29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000