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16
17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

18 **COUNTY OF SAN DIEGO**

19 EDUARDO PENA, an individual,

20 Plaintiff,

21 vs.
22

23 STRATEGIC OPERATIONS, INC., a California
corporation; and DOES 1 through 10, inclusive,

24 Defendants.
25
26
27
28

Case No. 37-2022-00014701

CLASS ACTION

[Assigned for all purposes to: Hon. Carolyn M. Caietti, Dept. C-70]

**JOINT STIPULATION FOR LEAVE TO
FILE FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT; ~~[PROPOSED]~~ ORDER**

Complaint Filed: April 20, 2022

Trial date: not set.

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

12/21/2022 at 05:26:00 PM

Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

1 Plaintiff EDUARDO PENA ("Plaintiff") and Defendant STRATEGIC OPERATIONS,
2 INC. ("Defendant," and together with Plaintiff, the "Parties"), by and through their respective
3 counsel of record, enter into the stipulation below with reference to the following facts:

4 **WHEREAS** on January 3, 2022, Plaintiff provided notice to Defendant and the
5 California Labor & Workforce Development Agency ("LWDA") regarding his intent to pursue
6 a Labor Code Private Attorneys General Act ("PAGA") representative action;

7 **WHEREAS** on April 20, 2022, Plaintiff filed a class action complaint in the above-
8 entitled court against Defendant alleging violations of California law for: (1) failure to pay
9 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal
10 periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at
11 termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business
12 practices;

13 **WHEREAS** on June 3, 2022, Defendant STRATEGIC OPERATIONS, INC. filed its
14 Answer to Complaint;

15 **WHEREAS** on July 27, 2022, the Parties successfully mediated this case with Steven G.
16 Pearl, Esq. and agreed to a class-wide settlement;

17 **WHEREAS** to date, the LWDA has not indicated that it intends to investigate the claims
18 raised in Plaintiff's PAGA notices;

19 **WHEREAS** in order to effectively and economically settle the claims, the Parties have
20 agreed that Plaintiff shall file a First Amended Class and Representative Action Complaint
21 adding a PAGA cause of action and additional facts and theories;

22 **WHEREAS** a copy of Plaintiff's proposed First Amended Class and Representative
23 Action Complaint, attached hereto as **Exhibit A**, to include claims for civil penalties under
24 PAGA;

25 **THEREFORE**, the Parties, by and through their undersigned counsel of record, stipulate
26 and agree to Plaintiff's filing of a First Amended Class and Representative Action Complaint,
27 and respectfully request that the Court enter an order as follows:
28

1. Plaintiff EDUARDO PENA should be granted leave to amend to file a First Amended Class and Representative Action Complaint, a copy of which is attached hereto as **Exhibit A** to this Stipulation;
2. Plaintiff's First Amended Class and Representative Action Complaint be deemed effective as of the date that the Court approves and issues its Order with respect thereto;
3. Defendant shall have thirty (30) days from the service of the Order granting this Joint Stipulation to file and serve upon Plaintiff a responsive pleading to the First Amended Class and Representative Action Complaint.
4. In the event that Defendant does not file a responsive pleading to the First Amended Class and Representative Action Complaint, Defendant's previous answer shall remain operative.

DATED: December 20, 2022

Respectfully submitted,

WILSHIRE LAW FIRM

By: 

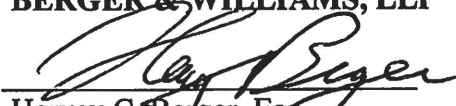
Nicol E. Hajjar, Esq.

Elizabeth M. Votra, Esq.

Attorneys for Plaintiff,
EDUARDO PENA

DATED: December 20, 2022

BERGER & WILLIAMS, LLP

By: 

Harvey C. Berger, Esq.

Shelby M. Harris, Esq.

Attorneys for Defendant,
STRATEGIC OPERATIONS, INC.

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EXHIBIT A

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EDUARDO PENA individually, and on behalf of
all others similarly situated,

Plaintiffs,

v.

STRATEGIC OPERATIONS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2022-00014701

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

[Assigned for all purposes to: Hon. Carolyn M.
Caietti, Dept. C-70]

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
8. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff EDUARDO PENA (hereinafter, “Plaintiff”) based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Strategic Operations, Inc., and Does
6 1 through 10 (Strategic Operations, Inc., and Does 1 through 10 are collectively referred to as
7 “Defendants”) for California Labor Code violations and unfair business practices stemming from
8 Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages),
9 failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay
10 final wages, and failure to furnish accurate wage statements.

11 2. Plaintiff brings the First through Seventh Causes of Action individually and as a
12 class action on behalf of himself and certain current and former employees of Defendants
13 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
14 below). The Class consists of Plaintiff and all other persons who have been employed by any
15 Defendant in California as an hourly-paid or non-exempt employee during the statute of limitations
16 period applicable to the claims pleaded here.

17 3. Plaintiff brings the Eighth Cause of Action as a representative action under the
18 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
19 Plaintiff, the State of California, and past and present non-exempt employees employed by
20 Defendants in the State of California during the statute of limitations period for his PAGA claim
21 (hereinafter referred to as the “Aggrieved Employees”).

22 4. Defendants own/owned and operate/operated an industry, business, and
23 establishment within the State of California, including San Diego County. As such, based upon
24 all the facts and circumstances incident to Defendants’ business in California, Defendants are
25 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
26 (“IWC”), and the California Business & Professions Code.

27 5. Despite these requirements, throughout the statutory period Defendants maintained
28 a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum wages, straight time wages, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates; and
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

8. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiffs and the class members were entitled to one day's rest in seven. In violation of the California Labor Code, Defendants required Plaintiffs and class members to work more than six consecutive days without a day of rest, where the total hours worked exceeded 30 hours in any week or six hours in any one day thereof.

THE PARTIES

A. Plaintiff

9. Plaintiff EDUARDO PENA is a resident of San Diego County, California, who worked for Defendants in San Diego County, California as a Shipping and Receiving Associate from approximately May 2019 to August 2021.

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Strategic Operations, Inc. is, and at all times herein mentioned, was:

- (a) A California corporation with its principal place of business in San Diego, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in San Diego County; and,
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Strategic Operations, Inc. suffered and permitted Plaintiff, and the Class, to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefor sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, and the Class, as alleged herein. Plaintiff will amend this complaint to set forth the true

names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed himself of the jurisdiction of, and/or injured a significant number of the Plaintiff, and the Class, in the State of California.

14. Plaintiff is informed and believes and therein alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and therein alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and therein alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. Plaintiff worked for Defendants in California as a non-exempt hourly employee from March 10, 2011 to March 12, 2021. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least 5 days in a workweek and at least 8 hours per day, but Plaintiff often worked more than 8 hours in a workday and more than 40 hours in a workweek.

16. Throughout Plaintiff's employment, Defendants failed to pay Plaintiffs for all hours worked (including minimum wage, straight time, and overtime wages), failed to provide Plaintiffs with meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to pay timely

1 pay all final wages to Plaintiffs when Defendants terminated their employment and failed to furnish
2 accurate wage statements to Plaintiffs. As discussed below, Plaintiff's experience working for
3 Defendants was typical and illustrative.

4 17. Throughout the statutory period, Defendants maintained a policy and practice of not
5 paying Plaintiff, and the Class, for all hours worked, including minimum wages, straight time
6 wages, and overtime wages. Defendants regularly used a system of time rounding in a manner that
7 resulted, over a period of time, in failing to compensate Plaintiff, and the Class, properly for all
8 the time they have actually worked, even though the realities of Defendants' operations are such
9 that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly,
10 Defendants frequently paid Plaintiff, and the Class, less than all their work time. Some of this
11 unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked,
12 Defendants also failed to maintain accurate records of the hours Plaintiff, and the Class, worked.

13 18. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
14 and the Class with legally compliant meal periods. Defendants regularly, but not always, required
15 Plaintiff, and the Class to work in excess of five consecutive hours a day without providing a 30-
16 minute, uninterrupted, and duty-free meal period for every five hours of work, or without
17 compensating Plaintiff, and the Class for meal periods that were not provided by the end of the
18 fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over
19 Plaintiff, and the Class by requiring, pressuring, or encouraging them to perform work tasks which
20 could not be completed without working in lieu of taking mandatory meal periods, or by denying
21 Plaintiff, and the Class permission to take a meal period. For instance, Plaintiff would clock out
22 for lunch, to be required to return to work on the floor, performing duties common to all
23 shipping/receiving associates. Accordingly, Defendants' policy and practice was not to provide
24 meal periods to Plaintiff, and the Class in compliance with California law.

25 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
26 and permit Plaintiff, and the Class to take legally compliant rest periods. Defendants regularly,
27 but not always, required Plaintiff, and the Class to work in excess of four consecutive hours a day
28 without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free

rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff, and the Class for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff, and the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff, and the Class permission to take a rest period. For instance, Defendants would often assign work to Plaintiff, and the Class and then pressure them to continue working throughout their rest periods in order to complete the task as quickly as possible. Plaintiff felt that he could not take their rest breaks if the task they were working on was not yet completed. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, and the Class to take rest periods in compliance with California law.

20. Throughout the statutory period, Defendants failed to furnish Plaintiff, and the Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff, and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (d) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have

to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(e) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(f) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff, and the Class were entitled, and Plaintiff, and the Class were paid less than the wages and wage rates to which they were entitled.

21. Thus, Plaintiff, and the Class are owed the amounts provided for in California Labor Code § 226(e).

CLASS ACTION ALLEGATIONS

22. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

23. All claims alleged herein arise under California law for which Plaintiff seek relief authorized by California law.

24. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

25. At all material times, Plaintiff was a member of the Class.

26. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

27. There is a well-defined community of interest in the litigation and the Class and Subclass are readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so

1 numerous that joinder of all members would be unfeasible and impractical.
2 The membership of the entire Class is unknown to Plaintiff at this time;
3 however, the Class is estimated to be greater than 40 individuals and the
4 identity of such membership is readily ascertainable by inspection of
5 Defendants' records.

6 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
7 the interests of each Class Member with whom there is a shared, well-
8 defined community of interest, and Plaintiff's claims (or defenses, if any)
9 are typical of all Class Members' claims as demonstrated herein.

10 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
11 the interests of each Class Member with whom there is a shared, well-
12 defined community of interest and typicality of claims, as demonstrated
13 herein. Plaintiffs have no conflicts with or interests antagonistic to any Class
14 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
15 rules governing class action discovery, certification, and settlement.
16 Plaintiff has incurred, and throughout the duration of this action, will
17 continue to incur costs and attorneys' fees that have been, are, and will be
18 necessarily expended for the prosecution of this action for the substantial
19 benefit of each class member.

20 (d) Superiority: A Class Action is superior to other available methods for the
21 fair and efficient adjudication of the controversy, including consideration of:

- 22 1) The interests of the members of the Class in individually controlling
23 the prosecution or defense of separate actions;
- 24 2) The extent and nature of any litigation concerning the controversy
25 already commenced by or against members of the Class;
- 26 3) The desirability or undesirability of concentrating the litigation of the
27 claims in the particular forum; and
- 28 4) The difficulties likely to be encountered in the management of a class

1 action.

2 (e) Public Policy Considerations: The public policy of the State of California is
3 to resolve the California Labor Code claims of many employees through a
4 class action. Indeed, current employees are often afraid to assert their rights
5 out of fear of direct or indirect retaliation. Former employees are also fearful
6 of bringing actions because they believe their former employers might
7 damage their future endeavors through negative references and/or other
8 means. Class actions provide the class members who are not named in the
9 complaint with a type of anonymity that allows for the vindication of their
10 rights at the same time as their privacy is protected.

11 28. There are common questions of law and fact as to the Class (and each subclass, if
12 any) that predominate over questions affecting only individual members, including without
13 limitation, whether, as alleged herein, Defendants have:

- 14 (a) Failed to pay Class Members for all hours worked, including minimum,
15 straight time, and overtime wages;
- 16 (b) Failed to provide meal periods and pay meal period premium wages to
17 Class Members;
- 18 (c) Failed to authorize and permit rest periods and pay rest period premium
19 wages to Class Members;
- 20 (d) Failed to provide Class Members with timely final wages;
- 21 (e) Failed to provide Class Members with accurate wage statements; and
- 22 (f) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
23 result of their illegal conduct as described above.

24 29. This Court should permit this action to be maintained as a class action pursuant to
25 California Code of Civil Procedure § 382 because:

- 26 (a) The questions of law and fact common to the Class predominate over any
27 question affecting only individual members;
- 28 (b) A class action is superior to any other available method for the fair and

efficient adjudication of the claims of the members of the Class;

- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

30. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated

1 notices. To the extent that any further notices may be required, Plaintiffs would contemplate the
2 use of additional techniques and forms commonly used in class actions, such as published notice,
3 e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable
4 to the Class and deemed necessary and/or appropriate by the Court.

5 **FIRST CAUSE OF ACTION**

6 **(Against all Defendants for Failure to Pay Minimum and Straight Time Wages for All**
7 **Hours Worked)**

8 31. Plaintiff incorporates by reference and re-allege as if fully stated herein each and
9 every allegation set forth above.

10 32. “Hours worked” is the time during which an employee is subject to the control of
11 an employer, and includes all the time the employee is suffered or permitted to work, whether or
12 not required to do so.

13 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to
14 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
15 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
16 of California Labor Code § 1194, and any additional applicable Wage Orders, which require such
17 compensation to non-exempt employees.

18 34. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
19 time wages for all non-overtime hours worked for Defendants.

20 35. By and through the conduct described above, Plaintiff and the Class have been
21 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

22 36. By virtue of the Defendants’ unlawful failure to pay additional compensation to
23 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
24 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
25 and the Class, but which exceed the jurisdictional minimum of this Court, and which will be
26 ascertained according to proof at trial.

38. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

39. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

41. Plaintiff incorporates by reference and re-allege as if fully stated herein each and every allegation set forth above.

42. California Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

43. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

44. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

46. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

47. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

48. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

49. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

50. Plaintiff incorporates by reference and re-allege as if fully stated herein each and every allegation set forth above.

51. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff and the Class's sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. California Labor Code

§ 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

53. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or he was not provided with all required meal period(s), plus interest therein.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

54. Plaintiff incorporates by reference and re-allege as if fully stated herein each and every allegation set forth above.

55. Defendants are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday.

1 By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above
2 (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted
3 rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and
4 the applicable Wage Orders.

5 57. Under California law, Plaintiff and the Class are entitled to be paid one hour of
6 premium wages rate for each workday he or he was not provided with all required rest break(s),
7 plus interest therein.

8 **FIFTH CAUSE OF ACTION**

9 **(Against all Defendants for Failure to Provide and Maintain Accurate and** 10 **Compliant Wage Records)**

11 58. Plaintiff incorporates by reference and re-allege as if fully stated herein each and
12 every allegation set forth above.

13 59. At all material times set forth herein, California Labor Code § 226(a) provides that
14 every employer shall furnish each of his or his employees an accurate itemized wage statement in
15 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
16 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
17 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
18 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
19 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
20 and the last four digits of his or his social security number or an employee identification number
21 other than a social security number, (8) the name and address of the legal entity that is the
22 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee.

24 60. Defendants have intentionally and willfully failed to provide employees with
25 complete and accurate wage statements. The deficiencies include, among other things, the failure
26 to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true
27 “total hours worked by the employee,” and the failure to list the true net wages earned.

28 61. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs

1 and the Class have suffered injury and damage to their statutorily-protected rights.

2 62. Specifically, Plaintiff and the members of the Class have been injured by
3 Defendants' intentional violation of California Labor Code § 226(a) because they were denied both
4 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
5 statements under California Labor Code § 226(a).

6 63. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
7 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
8 a result of having to bring this action to attempt to obtain correct wage information following
9 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
10 laws and regulations.

11 64. Plaintiff and the Class are entitled to recover from Defendants the greater of their
12 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or
13 an aggregate penalty not exceeding four thousand dollars per employee.

14 65. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
15 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code
16 § 226(h).

17 **SIXTH CAUSE OF ACTION**

18 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
19 **Penalties)**

20 66. Plaintiff incorporates by reference and re-allege as if fully stated herein each and
21 every allegation set forth above.

22 67. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
23 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
24 and payable immediately, and that if an employee voluntarily leaves his or his employment, his or
25 his wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
26 the employee has given seventy-two (72) hours previous notice of his or his intention to quit, in
27 which case the employee is entitled to his or his wages at the time of quitting.
28

68. Within the applicable statute of limitations, the employment of Plaintiff and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

69. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

70. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

71. Plaintiff and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

72. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Violation of California Business & Professions Code §§ 17200, *et seq.*)

73. Plaintiff incorporates by reference and re-allege as if fully stated herein each and every allegation set forth above.

74. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

75. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,

1 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks
2 to enforce important rights affecting the public interest within the meaning of Code of Civil
3 Procedure § 1021.5.

4 76. Defendants' activities, as alleged herein, are violations of California law, and
5 constitute unlawful business acts and practices in violation of California Business & Professions
6 Code §§ 17200, *et seq.*

7 77. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
8 predicated on the violation of any state or federal law. All of the acts described herein as violations
9 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
10 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
11 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
12 & Professions Code §§ 17200, *et seq.*

13 **Failure to Pay Minimum and Straight Time Wages**

14 78. Defendants' failure to pay minimum wages, straight time wages, and other benefits
15 in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
16 California Business & Professions Code §§ 17200, *et seq.*

17 **Failure to Pay Overtime Wages**

18 79. Defendants' failure to pay overtime compensation and other benefits in violation of
19 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
20 prohibited by California Business & Professions Code §§ 17200, *et seq.*

21 **Failure to Provide Meal Periods**

22 80. Defendants' failure to provide meal periods in accordance with California Labor
23 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
24 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

25 **Failure to Authorize and Permit Rest Periods**

26 81. Defendants' failure to authorize and permit rest periods in accordance with
27 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
28 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Provide Accurate Itemized Wage Statements

82. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

83. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

84. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

85. Plaintiff, individually, and on behalf of members of the putative Class, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

86. Plaintiff, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

87. Plaintiff, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

1 88. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
2 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
3 withholdings.

4 89. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
5 putative Class Members are entitled to restitution of the wages withheld and retained by
6 Defendants during a period that commences four years prior to the filing of this Complaint; a
7 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class
8 Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
9 other applicable laws; and an award of costs.

10 **EIGHTH CAUSE OF ACTION**

11 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act**
12 **of 2004, Cal. Lab. Code § 2698 et. seq.)**

13 90. Plaintiff incorporates by reference and re-allege as if fully stated herein each and
14 every allegation set forth above.

15 91. California Labor Code § 2699(a) specifically provides for a private right of action
16 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
17 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
18 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
19 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
20 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
21 former employees pursuant to the procedures specified in Section 2699.3."

22 92. Plaintiff has exhausted his administrative remedies pursuant to California Labor
23 Code § 2699.3. He gave written notice by online filing to the Labor and Workforce Development
24 Agency and by certified mail to Defendants of the specific provisions of the Labor Code that
25 Defendants have violated against Plaintiff and current and former aggrieved employees, including
26 the facts and theories to support the violations. Plaintiff also paid the filing fee.

27 93. The Labor and Workforce Development Agency has not indicated that it intends to
28 investigate Defendants' Labor Code violations discussed in this notice. Accordingly, Plaintiff may

1 commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
2 the violations of the Labor Code described in this Complaint and in the notice filed by Plaintiff
3 with the Labor and Workforce Development Agency, including but not limited to violations of
4 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174(d), 114.5, 1194, 1197,
5 and 1198. These penalties include, but are not limited to, penalties under California Labor Code
6 §§ 210, 226.3, 1174.5, 1197.1, and 2699.

7 94. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
8 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees
9 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
10 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

11 95. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
12 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
13 shall be entitled to an award of reasonable attorney's fees and costs."

14 **PRAYER FOR RELIEF**

15 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
16 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

17 **Class Certification**

18 1. That this action be certified as a class action with respect to the First, Second,
19 Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

20 2. That Plaintiff be appointed as the representative of the Class; and

21 3. That counsel for Plaintiff be appointed as Class Counsel.

22 **As to the First Cause of Action**

23 4. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
25 minimum and straight time wages due;

26 5. For unpaid wages as may be appropriate;

27 6. For pre-judgment interest on any unpaid compensation commencing from the date
28 such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

11. For unpaid wages at overtime wage rates as may be appropriate;

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

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

14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

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

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

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

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

26. For all actual damages, according to proof;

27. For statutory penalties pursuant to California Labor Code § 226(e);

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

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

30. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

32. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

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

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

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked

(including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to furnish accurate wage statements;

37. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

38. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

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

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

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all final wages to terminated employees, and failing to furnish accurate wage statements.

43. For all civil penalties pursuant to California Labor Code §§ 2699, *et. seq.*, and all other applicable Labor Code provisions;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

46. For any additional relief that the Court deems just and proper.

Respectfully submitted,

1 Dated: December 20, 2022

2 **WILSHIRE LAW FIRM**

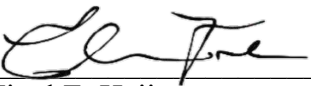
3 By: 
4 Nicol E. Hajjar
5 Elizabeth M. Votra
6 *Attorneys for Plaintiff*
7 Eduardo Pena

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff demands a trial by jury as to all causes of action triable by jury.

10 Dated: December 20, 2022

11 **WILSHIRE LAW FIRM**

12 By: 
13 Nicol E. Hajjar
14 Elizabeth M. Votra
15 *Attorneys for Plaintiff*
16 Eduardo Pena

[PROPOSED] ORDER

The Court having considered the Parties' Joint Stipulation for Leave to File First Amended Class and Representative Action Complaint, and good cause appearing, IT IS ORDERED AS FOLLOWS:

1. Plaintiff EDUARDO PENA is granted leave to amend to file a First Amended Class and Representative Action Complaint in the form attached as Exhibit A to this Stipulation;
2. Plaintiff's First Amended Class and Representative Action Complaint be deemed effective as of the date that the Court approves and issues its Order with respect thereto;
3. Defendant shall have thirty (30) days from the service of the Order granting this Joint Stipulation to file and serve upon Plaintiff a responsive pleading to the First Amended Class and Representative Action Complaint; and
4. In the event that Defendant does not file a responsive pleading to the First Amended Class and Representative Action Complaint, Defendant's previous answer shall remain operative.

IT IS SO ORDERED.

DATE: _____

Honorable Carolyn Caietti

Judge of the Superior Court

PROOF OF SERVICE

Eduardo Pena v. Strategic Operations, Inc.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Anthony Balbuena, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010.

On December 21, 2022, I served the foregoing: **JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT; [PROPOSED] ORDER** on the interested parties as addressed and by one of the methods of service set forth below:

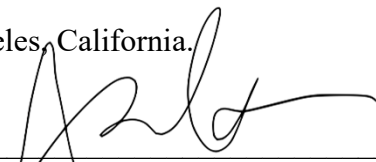
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beshear@bwrlp.com
waller@bwrlp.com

Attorney for Defendants:
STRATEGIC OPERATIONS,
INC.

- () **BY MAIL:** I enclosed the above DOCUMENTS in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).
- (X) **BY ELECTRONIC MAIL (E-MAIL):** I caused said DOCUMENT(s) to be delivered electronically to the addressee(s) identified above with an e-mail address pursuant to Cal. Code Civ. Proc. § 1013(g).

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

Executed on December 21, 2022, at Los Angeles, California.



Anthony Balbuena