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Attorneys for Plaintiff Adriana Munoz, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

ADRIANA MUNOZ, on behalf of herself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

SONOCO PLASTICS, INC., a Delaware
corporation, PENINSULA PACKAGING,
LLC, a California limited liability company,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU292220

*Assigned to the Honorable Nathan D. Ide,
Dept. 2*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

**1. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 1-2001)**

**2. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7 AND
512; IWC WAGE ORDER 1-2001)**

**3. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**

**4. FAILURE TO PAY WAGES DUE AT
SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**

**5. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**6. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,**

1 AND 512 AND PURSUANT TO LABOR
2 CODE § 2699(a) FOR VIOLATIONS OF
3 LABOR CODE §§ 226.3 AND 558

4 **DEMAND FOR JURY TRIAL**

5 *Complaint Filed: June 23, 2022*

6 Plaintiff ADRIANA MUNOZ (“Plaintiff”), individually and on behalf of all similarly situated
7 individuals (the “Class” or “Plaintiff Class”), and on behalf of the general public, and as an “aggrieved
8 employee” under the Labor Code Private Attorneys General Act of 2004, complains of Defendants,
9 and each of them, as follows:

10 **I.**

11 **INTRODUCTION AND FACTUAL BACKGROUND**

12 1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure
13 § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other non-exempt employees who
14 work or formerly worked for SONOCO PLASTICS, INC., a Delaware corporation, and/or
15 PENINSULA PACKAGING, LLC, a California limited liability, and any subsidiaries or affiliated
16 companies (hereinafter collectively referred to as “Defendants”) within the State of California.

17 2. For at least four (4) years prior to the filing of this action and continuing to the present
18 (the “liability period”) Defendants have had consistent policies of failing to provide legally compliant
19 meal and rest periods or compensation in lieu thereof to Class Members (as defined below); provide
20 accurately itemized wage statements to Class Members; and to timely pay wages upon separation of
21 employment to Class Members.

22 3. Plaintiff, on behalf of herself and members of the Class, brings this action pursuant to
23 Labor Code §§ 201-203, 226.3, 226(a), 226.7, 512, and 558 seeking compensation for all unpaid
24 wages, statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and
25 costs.

26 4. Plaintiff, on behalf of herself and members of the Class and pursuant to Business &
27 Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all
28 benefits Defendants enjoyed from their failure to pay all wages to Class Members.

5. Plaintiff, on behalf of herself and all aggrieved employees pursuant to Labor Code §§ 2698 *et seq.*, seeks civil penalties for Defendants' various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members in Tulare County, California.

7. Pursuant to the Judicial Council's Emergency Rule 9 of the California Rules of Court, Plaintiff's claims are subject to tolling from April 6, 2020 through October 1, 2020.

II.

PARTIES

A. Plaintiff

8. Plaintiff ADRIANA MUNOZ was employed by Defendants as a non-exempt employee from August 2018 through August 2022 in Tulare County, California.

9. During her work with Defendants, Plaintiff was :

- a. Willfully denied rest periods or compensation in lieu thereof;
- b. Willfully denied meal periods or compensation in lieu thereof;
- c. Willfully denied accurately itemized wage statements; and
- d. Denied the timely payment of wages upon separation of her employment.

B. Defendants

10. Defendant SONOCO PLASTICS, INC. is a Delaware corporation that employed Plaintiff and Class Members throughout the State of California, including Tulare County, California.

11. Defendant PENINSULA PACKAGING, LLC is a California limited liability company that employed Plaintiff and Class Members throughout the State of California, including Tulare County, California.

12. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
6 attributable to the other Defendants.

7 14. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 III.

11 CLASS ACTION ALLEGATIONS

12 15. Plaintiff brings this action on behalf of herself, and all others similarly situated as a
13 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
14 following class composed of and defined as follows:

15 THE CLASS

16 All persons employed by Defendants in California as non-exempt
17 employees at any time since the date four years preceding the filing of
18 this Action, plus any additional time tolled by the California State
19 Judicial Council pursuant to Emergency Rule 9 in response to the
20 COVID-19 pandemic, and continuing through the present.

21 16. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or
22 modify this class description with greater specificity or further division into subclasses or limitation
23 to particular issues.

24 17. This action has been brought and may properly be maintained as a class action under
25 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
26 interest in the litigation and the proposed Class is easily ascertainable.

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A. Numerosity

18. The potential members of the Class as defined are so numerous that joinder of all the members the Class is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

19. Accounting for employee turnover during the relevant period necessarily increases this number. Plaintiff alleges Defendants' employment records would provide information as to the number and location of members of the Class. Joinder of members of the Class is not practicable.

B. Commonality

20. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code § 226.7 and IWC Wage Order 1-2001;
- b. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001;
- c. Whether Defendants failed to provide Plaintiff and Class Members with accurately itemized wage statements, in accordance with Labor Code § 226(a) and (e);
- d. Whether Defendants failed to timely pay Plaintiff and Class Members all wages due and owing at the separation of their employment, in violation of Labor Code §§ 201-203; and
- e. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

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C. Typicality

21. The claims of the named Plaintiff are typical of the claims of members of the Class. Plaintiff and members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

22. Plaintiff will fairly and adequately represent and protect the interests of members of the Class. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

23. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of the Class is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

24. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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1 IV.

2 CAUSES OF ACTION

3 FIRST CAUSE OF ACTION

4 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

5 FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

6 (LABOR CODE § 226.7 AND IWC WAGE ORDER 1-2001)

7 25. Plaintiff incorporates paragraphs 1 through 24 of this Complaint as though fully set
8 forth herein.

9 26. Plaintiff and Class Members are entitled to one hour of pay for each day that
10 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and
11 IWC Wage Order 1-2001.

12 27. Defendants failed to pay premium wages to Plaintiff and Class Members who were
13 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 1-2001. Plaintiff and
14 Class Members were routinely unable, and not authorized, to take a 10-minute rest break for every
15 four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay
16 for each missed rest break. Plaintiff and Class Members were simply too busy to take their rest periods
17 and would be required to work through them. When they were able to take a rest period, they were
18 oftentimes late or cut short. Plaintiff and Class Members were also improperly prohibited from
19 leaving Defendants' premises while on their rest periods, thereby subjecting them to Defendants'
20 control during their rest periods, which is not a rest period at all—premium rest period wages are
21 owed (and were not paid).

22 28. Pursuant to Labor Code § 226.7 and IWC Wage Order 1-2001, Plaintiff seeks the
23 payment of all rest period compensation which she and Class Members are owed, according to proof.

24 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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1 VI.

2 SECOND CAUSE OF ACTION

3 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

4 FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

5 (LABOR CODE §§ 226.7 AND 512 AND IWC WAGE ORDER 1-2001)

6 29. Plaintiff incorporates paragraphs 1 through 28 of this Complaint as though fully set
7 forth herein.

8 30. Plaintiff and Class Members are entitled to one hour of pay for each day that
9 Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7,
10 512 and IWC Wage Order 1-2001.

11 31. Defendants failed to pay premium wages to Plaintiff and Class Members who were
12 denied meal periods, in violation of Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order
13 1-2001. Plaintiff and Class Members were routinely denied, and not authorized to take, a proper,
14 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a
15 second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten
16 hours, but were not paid premium wages of one hour's pay for each missed first or second meal
17 period. When Plaintiff and Class Members were able to take a meal period, they were late or short,
18 or they would be interrupted in the middle and an additional legally compliant meal period was never
19 provided, thereby entitling them to premium meal period wages, which they were not paid. This
20 violates Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001.

21 32. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 1-2001, Plaintiff
22 seeks the payment of all meal period compensation and unpaid wages that she and Class Members
23 are owed for four years preceding the filing of this Action, according to proof.

24 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.
THIRD CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e))

33. Plaintiff incorporates paragraphs 1 through 32 of this Complaint as though fully set forth herein.

34. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

35. Defendants failed to issue Plaintiff and members of the Class wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class Members were not paid all wages due, including all premium wages for unauthorized and denied meal and rest periods, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of in violation of Labor Code § 226(a)(9).

36. As a consequence of Defendants' willful conduct in failing to provide Class Members with accurate itemized wage statements, Plaintiff and members of the Class have been injured because they have not been paid all wages due and were issued wage statements which do not reflect, and fail to state, all information required by Labor Code § 226(a). The missing information cannot be discerned at all from the face of the wage statements themselves. As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VIII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO TIMELY PAY WAGES DUE AT

SEPARATION OF EMPLOYMENT (LABOR CODE §§ 201-203)

37. Plaintiff incorporates paragraphs 1 through 36 of this Complaint as though fully set forth herein.

38. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or the day of termination of employment. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

39. As stated above, Plaintiff and Class Members were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. More than 30 days have passed since Plaintiff and certain Class Members have left Defendants' employ.

40. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff and certain Class Members are entitled to up to 30 days'

1 wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at
2 separation of employment.

3 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

4 **IX.**

5 **FIFTH CAUSE OF ACTION**

6 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

7 **UNFAIR COMPETITION PURSUANT TO**

8 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

9 41. Plaintiff incorporates paragraphs 1 through 40 of this Complaint as though fully set
10 forth herein.

11 42. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
12 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
13 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
14 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
15 and members of the Class. Plaintiff seeks to enforce important rights affecting the public interest
16 within the meaning of Code of Civil Procedure § 1021.5.

17 43. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
18 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
19 appropriate equitable relief.

20 44. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
21 practices.

22 45. Wage and hour laws express fundamental public policies. Properly providing
23 employees with all wages due is a fundamental public policy of this State and of the United States.
24 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
25 standards, to ensure that employees are not required or permitted to work under substandard and
26 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
27 lower their costs by failing to comply with minimum labor standards.

28 46. Defendants have violated statutes and public policies. Through the conduct alleged

1 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
2 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
3 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
4 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
5 guaranteed to all employees under law.

6 47. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
7 §17200 *et seq.* of the Business & Professions Code.

8 48. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
9 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
10 17200 *et seq.* of the Business & Professions Code.

11 49. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
12 similarly situated have been damaged in a sum as may be proven.

13 50. Unless restrained by this Court, Defendants will continue to engage in the unlawful
14 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
15 should make such orders or judgments, including the appointment of a receiver, as may be necessary
16 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
17 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
18 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
19 money Defendants have unlawfully failed to pay.

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1 X.

2 SIXTH CAUSE OF ACTION

3 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS

4 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
5 LABOR CODE §§ 201-202, 226(a), 226.7, AND 512 AND PURSUANT TO LABOR CODE §
6 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

7 51. Plaintiff incorporates paragraphs 1 through 50 of this Complaint as though fully set
8 forth herein.

9 52. As a result of the acts alleged above, including the Labor Code violations set forth
10 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.*

11 53. For each such violation, Plaintiff and all other aggrieved employees are entitled to
12 penalties in an amount to be shown at the time of trial subject to the following formula:

- 13 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
14 each subsequent violation of Labor Code §§ 201-202, 226(a), 226.7, and 512;
15 and
16 b. Pursuant to Labor Code § 2699(a), the penalties set forth in Labor Code §§
17 226.3 and 558.

18 54. Penalties recovered will be allocated 75% to the Labor and Workforce Development
19 Agency, and 25% to the affected employees.

20 55. On April 8, 2022, Plaintiff sent a letter, by online submission to the LWDA and by
21 certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
22 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
23 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
24 calendar days of April 8, 2022. Plaintiff may therefore commence this action to seek civil penalties
25 pursuant to Labor Code § 2698 *et seq.*

26 Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as
27 described below.

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XII.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
3. For penalties pursuant to Labor Code § 203 for Plaintiff and Class Members who are no longer employed by Defendants;
4. An award of prejudgment and post-judgment interest;
5. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
6. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
7. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
8. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
9. Such other and further relief as this Court may deem just and proper.

Dated: August 18, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: *Daniel F. Gaines*
DANIEL F. GAINES
EVAN S. GAINES
Attorney for Plaintiff

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Dated: August 18, 2022

GAINES & GAINES
A Professional Law Corporation

y: Daniel F. Gaines

EVAN S. GAINES

Attorney for Plaintiff

1 **PROOF OF SERVICE**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action. My business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On August 19, 2022, I served the foregoing document described as **FIRST AMENDED CLASS**
6 **AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action by placing a true copy
7 thereof enclosed in sealed envelopes addressed as follows:

8 **Michael D. Thomas, Esq.**
9 **Jeffrey A. Brand, Esq.**
10 **JACKSON LEWIS PC**
11 **725 South Figueroa Street, Suite 2500**
12 **Los Angeles, CA 90017**

13 On the above date:

14 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
15 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
16 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
17 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
18 meter date is more that one day after date of deposit for mailing in affidavit.

19 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
20 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized
21 carrier or driver authorized by the express carrier to receive documents.

22 _____ (BY FACSIMILE TRANSMISSION) On August 18, 2022, at _____ a.m./p.m., at Ventura, California, I
23 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008
24 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
25 telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly
26 issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of
27 the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

28 _____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

_____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
transmission pursuant to an agreement between counsel due to COVID-19 on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and

correct. Executed on August 19, 2022, at Westlake Village,

California.

Beatriz Franco
BEATRIZ FRANCO