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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ERICA MONIZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SERVICE KING, INC. a California
corporation; SERVICE KING PAINT &
BODY, LLC, a Texas limited liability
company; and DOES 2 through 100,

Defendants.

Case No.: 18CV335706

**THIRD AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (5) **WAITING TIME PENALTIES AND
FAILURE TO TIMELY PAY
WAGES DURING EMPLOYMENT
(LABOR CODE §§ 201-204);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (7) **CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*);**
- (8) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200 *et seq.*); and**

(9) **FAILURE TO REIMBURSE FOR
ALL BUSINESS EXPENSES
(LABOR CODE § 2802)**

(10) **FAILURE TO PROVIDE OR
COMPENSATION PAID SICK
LEAVE**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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1 Plaintiffs Erica Moniz, Hagop Ajemyan, Hugo Gutierrez, Philip Gabriel, Adolfo Chavez,
2 and Manuel Ramirez (hereinafter “Plaintiffs”), on behalf of themselves and all others similarly
3 situated, hereby bring this Third Amended Class and Representative Action Complaint
4 (“Complaint”) against Service King Paint & Body, LLC, a Texas limited liability company; and
5 DOES 2 through 100, inclusive (collectively “Defendants”), and on information and belief alleges
6 as follows:

7 **JURISDICTION**

8 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
9 this Complaint for recovery of unpaid wages and penalties under California Business and
10 Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 210, 226 *et seq.*, 226.7, 245 *et. seq.*,
11 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804, and Industrial
12 Welfare Commission Wage Order 4 (“Wage Order 4”), in addition to seeking declaratory relief
13 and restitution. This Court has jurisdiction over Defendants’ violations of the California Labor
14 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Santa Clara. Defendants own, maintain offices, transact business, have
19 an agent or agents within the County of Santa Clara, and/or otherwise are found within the County
20 of Santa Clara, and Defendants are within the jurisdiction of this Court for purposes of service of
21 process.

22 **PARTIES**

23 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
24 Plaintiffs were and currently are, California residents. During the four years immediately
25 preceding the filing of the Complaint in this action and within the statute of limitations periods
26 applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-
27 exempt employees. Plaintiffs were, and are, victims of Defendants’ policies and/or practices
28 complained of herein, lost money and/or property, and have been deprived of the rights

guaranteed by Labor Code §§ 201-204, 210, 226 *et seq.*, 226.7, 245 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804; California Business and Professions Code § 17200 *et seq.*; and Wage Order 4, which sets employment standards for Professional, Technical, Clerical, Mechanical, and Similar Occupations.

4. Plaintiffs are informed and believe, and based thereon allege, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business by operating automotive collision repair centers, and employed Plaintiffs and other, similarly-situated non-exempt employees within Santa Clara County and the state of California and, therefore, were (and are) doing business in Santa Clara County and the State of California.

5. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 15) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Plaintiffs
4 allege that all Defendants were joint employers for all purposes of Plaintiffs and all members of
5 the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Defendants operate over forty (40) repair centers in the State of California, and
8 offer a wide range of automotive repair services, including major collision repairs, dent repair and
9 removal, and auto glass repair. Plaintiff Erica Moniz was employed by Defendants until
10 approximately the end of October 2015 in the non-exempt position of Service Advisor,
11 “Estimator,” or “Writer” (hereinafter referred to as Service Advisor). Plaintiff Erica Moniz
12 worked at Defendants’ San Jose location. Plaintiff Erica Moniz’s primary job responsibilities as
13 a Service Advisor included preparing estimates for damaged vehicles, initiating and completing
14 repair orders, and providing customer service to Defendants’ customers.

15 10. Plaintiff Hagop Ajemyan worked at Defendants’ Atwater Village location.
16 Plaintiff Hagop Ajemyan was employed by Defendants from approximately December 2016
17 through July 2018 in the non-exempt position of Service Advisor.

18 11. Plaintiff Hugo Gutierrez worked at Defendants’ Van Nuys location. Plaintiff Hugo
19 Gutierrez was employed by Defendants from approximately July 2017 through June 2018 in the
20 non-exempt position of Service Advisor.

21 12. Plaintiff Philip Gabriel was employed by Defendants from approximately August
22 2017 to approximately November 3, 2018 in the non-exempt position of Head Painter. Plaintiff
23 Philip Gabriel worked at Defendants’ location in Placentia, California.

24 13. Plaintiff Adolfo Chavez was employed by Defendants as a Painter at Defendants’
25 automotive collision repair center in National City, California.

26 14. Plaintiff Manuel Ramirez is employed by Defendants at its National City,
27 California location as a Body Technician. Plaintiff Ramirez worked for Defendants from
28

1 approximately June 2019 through May 2020, and again from approximately October 2020 to
2 present.

3 15. During Plaintiffs' employment with Defendants, Plaintiffs and other non-exempt
4 employees, including but not limited to: Service Advisors, Body Technicians, and Painters were
5 paid pursuant to pay plans on a commission or piece-rate basis, whereby they were paid a
6 commission and/or piece-rate based on completed sales and repairs.

7 16. During Plaintiffs' employment with Defendants, Plaintiffs were required to record
8 their hours worked, by clocking in and clocking out at the beginning and end of their workday,
9 however, they were only paid an hourly minimum wage if their earned commissions and/or piece-
10 rate wages did not exceed their minimum wages for the pay period. Because Defendants' pay
11 system is simply a subterfuge for a commission and/or piece-rate compensation system, Plaintiffs
12 and other non-exempt employees paid pursuant to Defendants' piece-rate/commission pay plans
13 were not separately compensated for time spent working on tasks which were not compensated
14 on a piece-rate or commission basis, including, but not limited to, hours spent attending meetings
15 and performing administrative tasks (i.e. non-productive time). Because of Defendants' policies,
16 method of compensation and timekeeping, Plaintiffs and other non-exempt employees were not
17 compensated for all hours worked.

18 17. As a result of Plaintiffs being paid on a commission and/or piece-rate basis,
19 Defendants failed to properly calculate Plaintiffs' and other non-exempt employees' regular rate
20 of pay for purposes of calculating overtime compensation. As a result, Plaintiffs were not properly
21 compensated at one and a half times their regular rate of pay for hours worked in excess of 8
22 hours per day and/or 40 hours per week, and were therefore deprived of all overtime or double-
23 time compensation. Additionally, Defendants paid various non-discretionary bonuses, incentives,
24 and productivity payments, including not limited to, "Quality Bonus", "Productivity" bonuses,
25 "Pandemic Pay," and/or productivity pay, but did not properly adjust the regular rate of pay due
26 to various non-discretionary bonuses, incentives, and commissions, thereby failing to properly
27 compensate Plaintiffs and other non-exempt employees for overtime or double-time
28 compensation at the correct rate of pay.

1 18. While working on a piece-rate/commission only basis, Plaintiffs and other non-
2 exempt employees worked shifts in excess of 3.5 hours, and were not provided with a paid rest
3 period for every 4-hour period worked, or major fraction thereof, because Defendants' failed to
4 separately compensate Plaintiffs and other non-exempt employees for required rest periods.

5 19. Additionally, Defendants were required to provide Plaintiffs and putative class
6 members with a paid ten (10) minute rest period for every four hours worked, or "major fraction"
7 thereof. However, due to Defendants' rest period policies/practices Defendants systemically
8 failed to provide Plaintiffs and putative class members with legally-compliant rest periods, in that
9 Plaintiffs and the putative class was required to miss rest periods, took late rest periods, or took
10 short or interrupted rest periods due to business demands. Defendants also failed to provide all
11 paid "cool down" or recovery periods to prevent heat illness where required. In the event that a
12 legally compliant rest or recovery period was not in fact provided, Plaintiffs were not always paid
13 a rest or recovery period premium as required by Labor Code § 226.7, and when they were, the
14 rest or recovery period premium was paid at the base rate of pay and not the regular rate of pay
15 as required by Section 226.7.

16 20. Furthermore, due to Defendants' meal period policies/practices, Defendants have
17 systematically failed to provide Plaintiffs and putative class members with all first meal periods,
18 as Plaintiffs allege that they were not always provided with legally compliant meal periods prior
19 to the completion of the fifth hour of work, and on occasions, took interrupted meal periods due
20 to business demand, took short meal periods, and/or were required to punch out for a meal period
21 but were required to remain working off the clock. Additionally, when working shifts in excess
22 of 10.0 hours, Plaintiffs and other non-exempt employees were not provided with a second 30
23 minute meal period prior to the completion of 10.0 hours of work. In the event that a legally
24 compliant meal period was not in fact provided, Plaintiffs were not always paid a meal period
25 premium as required by Labor Code § 226.7, and when they were, the meal period premium was
26 paid at the base rate of pay and not the regular rate of pay as required by Section 226.7.

27 21. As a result of Defendants' failure to pay all minimum and overtime wages, as well
28 as rest, recovery and meal period premium wages, Defendants failed to timely pay all wages owed

1 to Plaintiffs during their employment and upon their separation of employment with Defendants.

2 22. Furthermore, as a result of Defendants' unlawful policies and/or practices
3 described above, they failed to furnish Plaintiffs and their other employees non-exempt with
4 accurate itemized statements in violation of Section 226(a). Moreover, Defendants are in violation
5 of section 226(a) given that Defendants have failed to furnish to their employees accurate itemized
6 statements in writing meeting all required elements of Labor Code section 226, including but not
7 limited to listing the correct total hours worked, the correct applicable rates of pay, the correct
8 gross pay, the correct net pay, the number of piece-rate units earned and applicable rates, the
9 correct deductions, and showing the correct name and address of the legal entity that is the
10 employer.

11 23. Additionally, during Plaintiffs' employment, Defendants required Plaintiffs and
12 other non-exempt employees to use their own tools, hand tools, and other paint or repair
13 equipment to perform their job duties. Defendants also required Plaintiffs to use their own
14 personal cell phones and/or internet data to conduct work. Although Defendants required
15 Plaintiffs and other employees to use their own tools and equipment in the discharge of their work
16 duties, Defendants did not reimburse Plaintiffs or other non-exempt employees for the costs of
17 their tools in violation of Labor Code § 2802. Defendants further required Plaintiffs and similarly-
18 situated employees to provide and use their own tools and equipment at work, while not paying
19 them an hourly rate of 2 times the applicable minimum wage.

20 24. Additionally, Defendants were obligated to provide Plaintiffs and similarly-
21 situated California-based employees with paid sick time pursuant to the Healthy Workplaces,
22 Healthy Families Act of 2014 (Cal. Labor Code §§ 245-249) ("paid sick time"). Pursuant to Cal.
23 Labor Code § 245.5(e) and § 246(l), the wages for the "paid sick days" are to be "calculated in
24 the same manner as the regular rate of pay for the workweek in which the employee uses paid
25 sick time, whether or not the employee actually works overtime in that workweek" or "by dividing
26 the employee's total wages, not including overtime premium pay, by the employee's total hours
27 worked in the full pay periods of the prior 90 days of employment." However, Defendants failed
28 to properly provide and/or properly compensate all wages owed to Plaintiffs and similarly-

1 situated California-based employees because they had a uniform policy or practice of paying paid
2 sick time used by Plaintiffs and similarly-situated California-based employees at their regular
3 hourly base without including earned non-discretionary bonuses, commissions, or incentives
4 and/or in another manner that did not comply with Labor Code §§ 245.5(e) and 246(l).

5 **CLASS ACTION ALLEGATIONS**

6 25. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
7 following Classes pursuant to Section 382 of the Code of Civil Procedure:

- 8 a. The Minimum Wage Class consists of all of Defendants' current and former non-
9 exempt employees in California with the job title of Service Advisor, Painter,
10 and/or Body Technician from September 25, 2014 through the present, excluding
11 all persons who participated in the settlement in the case of *Roman et al. v. Service*
12 *King Paint & Body, LLC*, No. CIVDS1602618 from the settlement period of
13 February 24, 2012 through December 8, 2016.
- 14 b. The Overtime Class consists of all of Defendants' current and former non-exempt
15 employees in California who worked over 8.0 hours in a day and/or 40.0 hours in a
16 week, with the job title of Service Advisor, Painter, and/or Body Technician from
17 September 25, 2014 through the present, excluding all persons who participated in
18 the settlement in the case of *Roman et al. v. Service King Paint & Body, LLC*, No.
19 CIVDS1602618 from the settlement period of February 24, 2012 through
20 December 8, 2016.
- 21 c. The Rest and Recovery Period Class consists of all Defendants' current and former
22 non-exempt employees in California with the job title of Service Advisor, Painter,
23 and/or Body Technician from September 25, 2014 through the present, excluding
24 all persons who participated in the class action settlement in the case of *Roman et*
25 *al. v. Service King Paint & Body, LLC*, No. CIVDS1602618 from the settlement
26 period of February 24, 2012 through December 8, 2016.
- 27 d. The Meal Period Class consists of all of Defendants' current and former non-
28 exempt employees in California with the job title of Service Advisor, Painter,

1 and/or Body Technician from December 21, 2014 through the present, and who
2 worked at least one shift in excess of 5.0 hours, excluding all persons who
3 participated in the settlement in the case of *Roman et al. v. Service King Paint &*
4 *Body, LLC*, No. CIVDS1602618 from the settlement period of February 24, 2012
5 through December 8, 2016.

6 e. The Employee Expense Class consists of all Defendants' current and former non-
7 exempt employees who were required to use their own tools or equipment in
8 connection with their job duties, during the time period of December 21, 2014
9 through the present, excluding all persons who participated in the settlement in the
10 case of *Roman et al. v. Service King Paint & Body, LLC*, No. CIVDS1602618
11 from the settlement period of February 24, 2012 through December 8, 2016.

12 f. The Waiting Time Class consists of all formerly employed members of the
13 Minimum Wage Class, Overtime Class, Employee Expense Class, and/or Rest and
14 Recovery Period Class, who separated their employment from Defendants
15 between September 25, 2015 through the present, excluding all persons who
16 participated in the settlement in the case of *Roman et al. v. Service King Paint &*
17 *Body, LLC*, No. CIVDS1602618 from the settlement period of February 24, 2012
18 through December 8, 2016.

19 g. The Wage Statement Class consists of all of Defendants' current and former
20 employees in California who held the position of Service Advisor, Painter, and/or
21 Body Technician, from December 21, 2017 through the present.

22 h. The Sick Leave Class consists of all of Defendants' current and former non-
23 exempt employees in California with the job title of Service Advisor, Painter,
24 and/or Body Technician from December 21, 2014 through the present, excluding
25 all persons who participated in the settlement in the case of *Roman et al. v. Service*
26 *King Paint & Body, LLC*, No. CIVDS1602618 from the settlement period of
27 February 24, 2012 through December 8, 2016.
28

1 26. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes
3 is unknown to Plaintiffs at this time; however, it is estimated that the members of each of the
4 Classes number greater than one hundred (100) individuals. The identity of such membership is
5 readily ascertainable via inspection of Defendants' employment records.

6 27. **Common Questions of Law and Fact Predominate/Well Defined Community**
7 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly
8 situated employees, which predominate over questions affecting only individual members
9 including, without limitation to:

- 10 i. Whether Defendants violated the applicable Labor Code provisions including, but
11 not limited to §§ 1182.12, 1194, 1194.2 and 1197 by failing to pay all members of
12 the Minimum Wage Class at least the minimum wage for all hours worked;
- 13 ii. Whether Defendants violated the applicable Labor Code provisions including, but
14 not limited to §§ 510 and 1194 by requiring overtime work and not paying for said
15 work according to the overtime laws of the State of California as to the Overtime
16 Class;
- 17 iii. Whether Defendants failed to timely pay wages during employment to members
18 of the Minimum Wage Class or Overtime Class due to these practices;
- 19 iv. Whether Defendants authorized and permitted all legally compliant rest or
20 recovery periods to members of the Rest and Recovery Period Class pursuant to
21 Labor Code §§ 226.7 and 516, and whether Defendants provided rest or recovery
22 period premium payments for non-compliant rest or recovery periods pursuant to
23 Labor Code § 226.7 at the correct rate of pay;
- 24 v. Whether Defendants' policies and/or practices for the timing and amount of
25 payment of final wages to members of the Waiting Time Class at the time of their
26 separation of employment were lawful;
- 27 vi. Whether Defendants furnished legally compliant wage statements to members of
28 the Wage Statement Class pursuant to Labor Code § 226;

- vii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512, and whether Defendants provided meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7 at the correct rate of pay;
- viii. Whether Defendants failed to reimburse the members of the Employee Expense Class for the costs of their tools or equipment pursuant to Labor Code § 2802; and
- ix. Whether Defendants failed to properly compensate for sick leave pay as to the Sick Leave Class pursuant to Labor Code § 245 *et seq.*

28. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform piece rate/commission compensation plans and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

29. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiffs, like the members of the Classes, were deprived of all earned minimum and overtime wages, were not authorized and permitted all required rest periods, were not provided all meal periods, were not reimbursed all business expenses, and did not receive all final wages owed to them upon their separation of employment with Defendants.

30. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

31. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under Rule 23 of the Federal Rules of Civil Procedure.

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1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 32. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 33. Wage Order 4, § 4 and Labor Code §§ 1197 and 1182.12 establish the right of
6 employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor
7 Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
8 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
9 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
10 wages and interest thereon. At all relevant times herein, Defendants failed to conform their pay
11 practices to the requirements of the law by failing to pay Plaintiffs and members of the Minimum
12 Wage Class for all hours worked, including, but not limited to, all hours they were subject to
13 Defendants' control and/or were suffered or permitted to work under the Labor Code and Wage
14 Order 4.

15 34. At all relevant times herein, Defendants failed to conform their pay practices to
16 the requirements of the law. This unlawful conduct includes, but is not limited to Defendants'
17 uniform piece-rate/commission compensation structure for Plaintiffs and members of the
18 Minimum Wage Class, which resulted in these individuals only being paid on Defendants' piece-
19 rate/commission-based system, as opposed to being paid for all hours actually worked.
20 Accordingly, because of Defendants' policies, method of compensation and timekeeping,
21 Plaintiffs and Minimum Wage Class members were not paid at least the legal minimum wage for
22 all hours actually worked.

23 35. California Labor Code § 1198 makes unlawful the employment of an employee
24 under conditions that the Industrial Welfare Commission prohibits. California Labor Code §§
25 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal
26 minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well
27 as liquidated damages in an amount equal to the wages due and interest thereon.
28

1 36. As a direct and proximate result of Defendants' unlawful conduct as alleged
2 herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but
3 not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are
4 entitled to recover economic and statutory damages and penalties and other appropriate relief as
5 a result of Defendants' violations of the California Labor Code and Wage Order 4.

6 37. Defendants' practice and uniform administration of corporate policy regarding
7 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs
8 and members of the Minimum Wage Class in a civil action for the unpaid amount of minimum
9 wages, liquidated damages, including interest thereon, statutory penalties, civil penalties,
10 attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 1194 *et*
11 *seq.*, and 1198; and Code of Civil Procedure § 1021.5.

12 38. As a consequence of Defendants' non-payment of minimum wages, Plaintiffs and
13 members of the Minimum Wage Class seek penalties pursuant to the Wage Order 4, § 20(A) and
14 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
15 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
16 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
17 and/or penalties pursuant to California Labor Code § 558(a).

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

22 40. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
23 and 1198, which provide that non-exempt employees are entitled to all overtime wages and
24 compensation for hours worked, and provide a private right of action for the failure to pay all
25 overtime compensation for overtime work performed.

26 41. At all times relevant herein, Defendants were required to properly compensate
27 non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime
28 hours worked pursuant to Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an

1 employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay”
2 for work in excess of eight hours per workday and/or in excess of forty hours of work in the
3 workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the
4 employee’s regular rate of pay for work in excess of twelve hours each work day and/or for work
5 in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged
6 herein, Defendants caused Plaintiffs to work overtime hours, but did not compensate Plaintiffs or
7 members of the Overtime Pay Class at one and one half times their regular rate of pay for such
8 hours.

9 42. Defendants’ policy/practice of requiring overtime work and not paying at the
10 proper overtime rates for said work violates Labor Code §§ 204, 210, 216, 510, 558, 1194, and
11 1198; and Wage Order 4.

12 43. The foregoing policies/practices alleged herein are unlawful and create entitlement
13 to recovery by Plaintiffs and the members of the Overtime Class in a civil action for the unpaid
14 amount of overtime wages, including interest thereon, statutory penalties, civil penalties,
15 attorneys’ fees, and costs of suit according to Labor Code §§ 204, 210, 216, 510, 558, 1194, and
16 1198; and Code of Civil Procedure § 1021.5.

17 **THIRD CAUSE OF ACTION**

18 **REST AND RECOVERY PERIOD VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

21 45. Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of
22 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
23 period worked, or major fraction thereof.

24 46. As alleged herein, Defendants failed to separately compensate Plaintiffs and
25 members of the Rest and Recovery Period Class for each rest or recovery period to which they
26 were entitled while working pursuant to piece-rate/commission compensation plans.

27 47. Additionally, as alleged herein, Defendants failed to provide Plaintiffs and
28 putative class members with legally-compliant rest periods, in that Plaintiffs and members of the

Rest and Recovery Period Class were required to miss rest periods, took late rest periods, or took short or interrupted rest periods due to business demands. Defendants also failed to provide all paid “cool down” or recovery periods to prevent heat illness where required. Additionally, Plaintiffs and the Rest and Recovery Period Class were not always paid a rest or recovery period premium as required by Labor Code § 226.7, and when they were, the rest or recovery period premium was paid at the base rate of pay and not the regular rate of pay as required by Section 226.7.

48. The foregoing violations create an entitlement to recovery by Plaintiffs and members of the Rest and Recovery Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 4, § 11. As alleged herein, Defendants have systematically failed to provide Plaintiffs and the Meal Period Class with all first or second meal periods, in that Plaintiffs and members of the Meal Period Class missed, took untimely, or took short or interrupted first and second meal periods. Despite Defendants’ violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512, or when such pay was made, it was not made at the legally required regular rate of pay.

51. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 4, including

1 interest thereon, statutory penalties, civil penalties, and costs of suit.

2 **FIFTH CAUSE OF ACTION**

3 **WAITING TIME PENALTIES AND FAILURE TO PAY TIMELY WAGES DURING**
4 **EMPLOYMENT**

5 **(AGAINST ALL DEFENDANTS)**

6 52. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

7 53. This cause of action is brought pursuant to Labor Code §§ 201-204, which requires
8 an employer to pay all wages immediately at the time of separation of employment in the event
9 the employer discharges the employee or the employee provides at least 72 hours of notice of
10 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
11 to quit, said employee's wages become due and payable not later than 72 hours upon said
12 employee's last date of employment. Furthermore, wages are to be timely paid in regular intervals
13 during employment, under Labor Code § 204.

14 54. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 failed to timely pay Plaintiffs and members of the Waiting Time Penalty Class all final wages due
16 to them at their separation from employment, including all unpaid minimum and overtime wages,
17 paid sick leave, and meal and rest or recovery period premium wages. Defendants also failed to
18 timely pay Plaintiffs and other non-exempt employees' wages timely during their employment.

19 55. Further, Plaintiffs are informed and believe, and based thereon alleges, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members
21 of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner
22 pursuant to the requirements of Labor Code §§ 201-203.

23 56. Defendants' failure to pay all final wages was willful within the meaning of Labor
24 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
25 Time Penalty Class their earned wages upon separation from employment results in a continued
26 payment of wages up to thirty days from the time the wages were due. Defendants' failure to
27 timely pay all wages during employment also subjects them to liability under Labor Code §§ 204
28 and 210, including for statutory penalties for such violations.

1 57. Therefore, Plaintiffs and members of the Waiting Time Penalty Class are entitled
2 to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

3 **SIXTH CAUSE OF ACTION**

4 **WAGE STATEMENT VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 58. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

7 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
9 and members of the Wage Statement Class with complete and accurate wage statements that did
10 not include, among other things, the correct gross wages earned, the correct total hours worked,
11 the correct deductions, the correct net wages earned, the number of piece-rate units earned and
12 applicable rate, or the correct applicable hourly rates in effect during the pay period and the
13 corresponding number of hours worked at each hourly rate. Defendants also failed to furnish
14 accurate itemized statements showing the correct name and address of the legal entity that is the
15 employer. As a result, Defendants have violated Labor Code § 226 *et seq.*

16 60. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement
17 Class with complete and accurate itemized wage statements resulted in actual injury. As stated
18 above, Defendants' policies and/or practices led to, among other things, the non-payment of all
19 meal period premium wages, rest or recovery period premium wages, paid sick leave, overtime
20 pay, and minimum wages, which deprived employees of the information necessary to identify the
21 discrepancies in Defendants' reported data and whether they have been paid all wages earned.

22 61. Defendants' failures create an entitlement to recovery by Plaintiffs and members
23 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
24 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
25 costs of suit according to California Labor Code § 226 *et seq.*

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SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

62. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though fully set forth herein.

63. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiffs, each as an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.* (“PAGA”), acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, the members of the Classes, other aggrieved employees, and the State of California, from December 26, 2017 through the present, according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, 1197, and 1198;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

- c. Failing to authorize and permit all required rest periods, and failure to pay rest or recovery period premium wages, to Plaintiffs, the Rest and Recovery Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all wages and compensation earned during employment by Plaintiffs, and other aggrieved employees at the time of separation in violation of Labor Code § 204;
- f. Failing to reimburse Plaintiffs, the Employee Expense Class, and other aggrieved employees business expenses in violation of Labor Code § 2802;
- g. Failing to provide or properly compensate paid sick leave for Plaintiffs, the Sick Leave Class, and other aggrieved employees in violation of Labor Code § 245 *et seq.*;
- h. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code §§ 558 and 1174.

64. On December 26, 2018, Plaintiffs Hagop Ajemyan and Hugo Gutierrez notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 63 (a)-(h). On June 16, 2022, Plaintiff Adolfo Chavez notified Defendants via certified mail, and notified the California LWDA via its website, of Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 63 (a)-(h). Now that sixty-five days have passed from Plaintiffs’ notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations,

1 Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private
2 Attorneys General Act with respect to these violations.

3 65. Plaintiffs were compelled to retain the services of counsel to file this court action
4 to protect their interests and the interests of other aggrieved employees, and to assess and collect
5 the civil penalties owed by Defendants. Plaintiffs thereby incurred attorneys' fees and costs,
6 which they are entitled to receive under California Labor Code § 2699(g).

7 **EIGHTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 66. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

11 67. Defendants have engaged and continue to engage in unfair and/or unlawful
12 business practices in California in violation of Business and Professions Code § 17200 *et seq.*, by
13 failing to properly pay all minimum and overtime wages, failing to authorize and permit all
14 required rest periods, failure to provide all meal periods, failing to properly compensate or provide
15 paid sick leave, and failing to timely pay all final wages to employees upon separation of
16 employment. The acts complained of herein occurred within the last four years immediately
17 preceding the filing of the Complaint in this action.

18 68. Defendants' utilization of these unfair and/or unlawful business practices deprived
19 Plaintiffs and continues to deprive members of the Classes of compensation to which they are
20 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
21 over Defendants' competitors who have been and/or are currently employing workers and
22 attempting to do so in honest compliance with applicable wage and hour laws.

23 69. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
24 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full
25 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
26 acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
27 and 17208.

28 70. Plaintiffs were compelled to retain the services of counsel to file this court action

1 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on
2 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
3 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
4 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

7 **(AGAINST ALL DEFENDANTS)**

8 71. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

9 72. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
10 states that "an employer shall indemnify his or her employees for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
12 his or her obedience to the directions of the employer."

13 73. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
14 states that "any contract or agreement, express or implied, made by any employee to waive the
15 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
16 employee or his personal representative of any right or remedy to which he is entitled under the
17 laws of this State."

18 74. Due to Defendants' unlawful policy and practice of requiring employees to use
19 their personal tools, hand tools, and painting or repair equipment, requiring employees to use their
20 own personal cell phones and/or internet data to conduct work, and failing to pay reimbursements
21 to Plaintiffs and members of the Employee Expense Class, Defendants have violated Labor Code
22 §2802.

23 75. As a proximate result of Defendants' policies and/or practices in violation of Labor
24 Code §§ 2802 and 2804, Plaintiff and members of the Employee Expense Class suffered damages
25 in sums, which will be shown according to proof.

26 76. Plaintiff and members of the Employee Expense Class are entitled to attorneys'
27 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.
28

1 77. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
2 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
3 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
4 from the date on which they incurred the initial necessary expenditure.

5 **TENTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE OR COMPENSATE PAID SICK LEAVE**

7 **(AGAINST ALL DEFENDANTS)**

8 78. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

9 79. At all relevant times herein, Defendants were subject to the Healthy Workplaces,
10 Healthy Families Act of 2014 (Cal. Labor Code §§ 245-249).

11 80. Pursuant to Cal. Labor Code § 245.5(e) and § 246(l), the wages for the “paid sick
12 days” are to be “calculated in the same manner as the regular rate of pay for the workweek in
13 which the employee uses paid sick time, whether or not the employee actually works overtime in
14 that workweek” or “by dividing the employee’s total wages, not including overtime premium pay,
15 by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

16 81. Defendants failed to properly provide and/or properly compensate paid sick leave
17 to Plaintiffs and the Sick Leave Class because they had a uniform policy or practice of paying
18 paid sick time used by Plaintiffs and the Sick Leave Class at their regular hourly base without
19 including earned non-discretionary bonuses, commissions, or incentives and/or compensating
20 paid sick leave in another manner that did not comply with Labor Code §§ 245.5(e) and 246(l).

21 82. As a proximate result of Defendants’ policies and/or practices in violation of Labor
22 Code §§ 246 *et seq.*, Plaintiff and members of the Sick Leave Class suffered damages in sums,
23 which will be shown according to proof. Plaintiffs and the Sick Leave Class are also entitled to
24 unpaid paid sick leave, penalties, liquidated damages, and injunctive or equitable relief.

25 83. Plaintiff and members of the Sick Leave Class are entitled to attorneys’ fees and
26 costs of suit pursuant to Labor Code § 248.5 for bringing this action.

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1 **PRAYER**

2 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
3 behalf this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiffs as representatives of the Classes;
- 6 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and
9 1197;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
- 16 8. Upon the Fifth Cause of Action, for statutory waiting time and timely to pay wages
17 penalties pursuant to Labor Code § 201-204, and 210;
- 18 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
19 226 *et. seq.*;
- 20 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiffs, other
21 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
22 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
23 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
24 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
25 unlawfully withheld; (2) \$100.00 for each initial violation and \$250.00 for each subsequent
26 violation pursuant to Labor Code § 1197.1 per employee per pay period; (3) \$250.00 for each
27 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
28 employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each

subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the violations of Labor Code sections cited in Paragraph 59 (a)-(f) above;

11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business & Professions Code § 17200 *et seq.*;

12. Upon the Ninth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

13. Upon the Tenth Cause of Action, for payment of wages, liquidated damages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 245 *et seq.*, 1194, 1194.2 and 1197;

14. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

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

Dated: September 27, 2023

HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: September 27, 2023

HAINES LAW GROUP, APC

By:


Paul K. Haines
Attorneys for Plaintiffs

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Santa Clara County Superior Court Case No. 18CV335706

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245

THIRD AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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1 [X] (VIA ELECTRONIC MAIL) Pursuant to the Code of Civil Procedure § 1010.6(e)(1), I sent
2 the document(s) to the person(s) at the electronic service address(es) listed from the email
address aclark@haineslawgroup.com.

3 [X] (STATE) I declare under penalty of perjury under the laws of the State of California that the
4 above is true and correct.

5 Executed on October 9, 2023, at El Segundo, California.

6 Aaron Clark



Signature