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Matthew A. Haulk (SBN 272457)
Email: mhaulk@hemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff and all others similarly situated
MARIA HERNANDEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MARIA HERNANDEZ, an individual and
on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

CHROME HEARTS FACTORY LLC, a
California Limited Liability Company; and
DOES 1 TO 50,

Defendants.

CASE NO.: 25STCV03780
[Assigned to Honorable Elaine Lu, Dept. 9]

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

**1. FAILURE TO PAY EARNED
VACATION UPON TERMINATION**
**2. WAITING TIME PENALTY FOR
NONPAYMENT OF WAGES**
**3. FAILURE TO REIMBURSE
EMPLOYEE FOR NECESSARY
EXPENDITURES**
**4. VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**
**5. VIOLATION OF LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

DEMAND FOR JURY TRIAL

Complaint Filed: February 11, 2025
Trial Date: None

FILED
Superior Court of California
County of Los Angeles
07/29/2025
David W. Stryker, Executive Officer / Clerk of Court
By: M. Tavakoli Deputy

1 **INTRODUCTION**

2 1. Plaintiff Maria Hernandez brings this action on behalf of herself for
3 Defendant's failure to compensate earned vacation wages. Plaintiff alleges a class claim
4 for failure to reimburse Plaintiff for necessary expenditures and violation of Business and
5 Professions Code Section 17200 during the relevant class period. As a result of these acts
6 or omissions, Defendant has violated California statutory laws as described below.

7 **JURISDICTION AND VENUE**

8 2. Plaintiff, on behalf of herself and all others similarly situated, hereby brings
9 this Complaint for recovery of unpaid expenses under California Business and Professions
10 Code § 17200, et seq., applicable provisions of the California Labor Code, including 2802.,
11 and the applicable Industrial Welfare Commission Wage Order (the "IWC Wage Order"),
12 in addition to declaratory relief and restitution.

13 3. This court has jurisdiction over Defendant's violations of the California Labor
14 Code because the amount in controversy exceeds this court's jurisdictional minimum.
15 Venue in this court is proper because Defendant's principal place of business is located
16 in Los Angeles County and the Company actively and regularly conducts business in Los
17 Angeles County.

18 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
19 causes of action based solely on, and arising from, California law. The claims of the class
20 are also individual claims for violations of California law described herein. These claims
21 arise from Defendant's common and systemic failure to reimburse necessary business
22 expenses, and their unfair business practices based on the foregoing.

23 **PARTIES**

24 5. Plaintiff Maria Hernandez is a natural person and is domiciled in California.

25 6. Defendant Chrome Hearts Factory LLC, a California Limited Liability
26 Company, was at all relevant times doing business in Los Angeles County, California.

27 7. Plaintiff is ignorant of the true names and capacities of the defendants sued
28 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show

1 their true names and capacities when the same have been ascertained. Plaintiff is
2 informed and believe that each of the fictitiously named Doe Defendants is legally
3 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
4 damages, as alleged, were proximately caused by these Doe Defendants' actions.

5 8. Chrome Hearts Factory LLC and Doe Defendants 1 through 50, inclusive,
6 are referred to herein collectively as "Defendants." Plaintiff is informed and believes and
7 thereon alleges that at all times pertinent hereto, each Defendant was the agent and
8 employee of each of its co-Defendants, and in doing the things described herein, was
9 acting within the course and scope of his/her authority as such agent and employee, and
10 each Defendant ratified and approved the acts of his/her agents and employees.
11 Defendants acted as Plaintiff's "employer" and are responsible for any and all damages
12 claimed by Plaintiff in this action under Labor Code section 558.1 and Labor Code section
13 558.

14 **PAGA ALLEGATIONS**

15 9. On or around the date of the filing of this Complaint, Plaintiff filed a claim
16 with the California Labor and Workforce Development Agency (hereafter, "LWDA") and
17 provided a copy by certified mail to Defendant. The LWDA has 60 calendar days to
18 respond and, if it does not do so, Plaintiff will have exhausted Plaintiff's administrative
19 remedies and, pursuant to Labor Code section 2699.2, will be permitted to pursue
20 Plaintiff's PAGA claims in this court. The period for the LWDA to respond to the has not
21 expired. If the LWDA does not respond within the applicable statutory period, Plaintiff will
22 amend this Complaint to add a cause of action under PAGA.

23 **CLASS ACTION ALLEGATIONS**

24 10. Plaintiff brings this case as a class action pursuant to California Code of Civil
25 Procedure § 382 on behalf of a class (hereafter the "Class") consisting of the following:

- 26 a. The Class: All current and former employees of CHROME HEARTS
27 FACTORY LLC in California who, at any time during the applicable
28 statutory period, incurred necessary business expenses, including

1 but not limited to mobile phone costs, and were not reimbursed in
2 accordance with California Labor Code § 2802. (“Class Members”).
3 The Class Period is the time period starting four years before the filing
4 of the initial Complaint in this action plus any additional time during
5 which the statutes of limitation for the causes of action herein were
6 tolled pursuant to Emergency Rule 9 of the California Rules of Court,
7 the “Emergency Rules Related to COVID-19”.

8 11. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of
9 Court to amend or modify the class description with greater specificity, by division into
10 subclasses, or by limitation to particular issue.

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

14 13. Numerosity. The members of the Class are so numerous that joinder of all
15 members would be unfeasible and not practicable. The membership of the Class are
16 unknown to Plaintiff at this time; however, it is estimated that the Class number greater
17 than one hundred (100) individuals. The identity of such membership is readily
18 ascertainable via inspection of the Company’s personnel records.

19 14. Typicality. Plaintiff’s claims are typical of the claims of the members of the
20 Class. Defendants subjected all Class Members to identical violations of the California
21 Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the
22 California Business and Professions Code. The factual grounds of Defendants’ violations
23 are common to all Class Members and represent a common thread of unlawful conduct
24 resulting in injury to all members of the Class.

25 15. Commonality. Common questions of law and fact exist with respect to all
26 members of the Class and predominate over any questions solely affecting individual
27 members. Issues of law and fact common to the Class include:

28 a. Whether Defendants failed to reimburse Plaintiff and Class Members

for all necessary expenditures or losses incurred by them in direct consequence to the discharge of their duties in violation of Labor Code section 2802, or of their obedience of the direction of the Defendants; and

b. Whether the violations alleged in (a) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

16. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

17. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and burden of individual lawsuits would make it virtually impossible for Class Members, Defendants, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL FACTUAL ALLEGATIONS

18. Maria Hernandez was employed as a Sewer at Chrome Hearts from September 2021 until her resignation on November 15, 2024.

19. Upon separation, Ms. Hernandez was denied payment for her accrued vacation time. At time of separation, she accumulated over 100 hours of vacation time. However, upon her resignation, she was not compensated for this unused time. Despite multiple attempts to contact HR for clarification, her inquiries were ignored, and she has yet to receive the compensation owed to her.

1 20. Ms. Hernandez also used her personal phone daily to clock in and out of
2 work and to receive work-related documents but was never reimbursed for these
3 expenses.

4 21. By failing to reimburse employees for necessary phone expenses,
5 Defendants violated California Labor Code § 2802, causing financial harm to employees
6 across the company. Plaintiff brings this action on behalf of all employees of CHROME
7 HEARTS FACTORY LLC in California who were similarly denied reimbursement for
8 necessary business expenses.

9 **A. Failure to Reimburse Necessary Business Expenses**

10 22. During the Class Period, Plaintiff, like other Class Members, was not
11 reimbursed for necessary and reasonable business expenses including but not limited to
12 mobile telephone expenses.

13 **FIRST CAUSE OF ACTION**
14 **FAILURE TO PAY EARNED VACATION UPON TERMINATION**
15 **(Plaintiff on Behalf of Herself against All Defendants)**

16 23. Plaintiff incorporates by reference all other paragraphs of this Complaint as
17 if they were re-alleged and set forth herein.

18 24. On or about November 15, 2024, Plaintiff's employment was terminated, and
19 Defendants failed to compensate Plaintiff for all accrued and unused vacation as required
20 by Labor Code § 227.3.

21 25. Defendants' failure to pay Plaintiff for all accrued vacation wages was willful,
22 in bad faith, and without justification.

23 26. As a direct and proximate result of Defendants' conduct, as set forth herein,
24 Plaintiff has sustained damages and been deprived of wages that are owed in amounts to
25 be proven at trial.

26 **SECOND CAUSE OF ACTION**
27 **WAITING-TIME PENALTY FOR NONPAYMENT OF WAGES**
28 **(Plaintiff on Behalf of Herself against All Defendants)**

29 27. Plaintiff incorporates by reference all other paragraphs of this Complaint as
30 if they were re-alleged and set forth herein.

28. Plaintiff separated from employment with Defendant as further alleged herein. Upon separation, and within the statutorily required timeline, Defendant willfully failed to pay Plaintiff all wages when due.

29. Plaintiff seeks waiting time penalties as authorized by law, including Labor Code sections 203 and 218.

THIRD CAUSE OF ACTION
FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES OR LOSSES
(Plaintiff on Behalf of Herself Themselves and the Class against All Defendants)

30. Plaintiff, on behalf of herself and the Class, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

31. Plaintiff and the Proposed Class incurred mobile phone expenses for work-related purposes, including clocking in and out and receiving work-related communications, as a direct result of performing their job duties and following Defendant's directives. These expenses were necessary and reasonable.

32. Defendants failed to reimburse Plaintiff and the Proposed Class Members for the full amount of the expenditures and/or losses as required by law, including Labor Code section 2802(a), and Plaintiff and the Proposed Class members have suffered damages as a result.

FOURTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200
(Plaintiff on Behalf of Herself and the Class against All Defendants)

33. Plaintiff, on behalf of herself and the Class, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

34. Defendants' violations of the Labor Code and other laws and regulations as alleged by this Complaint, including Defendants' failure and refusal to reimburse Plaintiff and the Class for business expenses, and other wrongful, tortious and illegal acts and omissions, all constitute unfair business practices in violation of the Unfair Competition Law, Business and Professions Code § 17200 et seq.

35. As a result of Defendants' unfair business practices, Defendants have

1 reaped unfair benefits and illegal profits at the expense of Plaintiff and the Class, and
2 members of the public. Defendants' utilization of such unfair business practices constitutes
3 unfair competition and provides an unfair advantage over Defendants' competition.
4 Defendants should be made to disgorge the ill-gotten gains and restore such monies to
5 Plaintiff and the Class.

6 36. Defendants' unfair business practices entitles Plaintiff and the Class to seek
7 preliminary and permanent injunctive relief, including but not limited to orders that
8 Defendants account for, disgorge and restore to Plaintiff and the Class any compensation
9 unlawfully withheld from them, and for which Defendants were unjustly enriched.

10 **FIFTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
(Plaintiff against Chrome Hearts Factory, LLC)

12 37. Plaintiff incorporates by reference all other paragraphs of this Complaint as
13 if they were re-alleged and set forth herein. This action is brought against Chrome Hearts
14 Factor, LLC one, which is referred to in this Fifth Cause of Action as "Defendant".

15 38. Plaintiff brings this cause of action on behalf of himself and all other
16 aggrieved current and former employees of Defendant Chrome Hearts Factory, LLC.
17 Plaintiff has filed a claim with the California Labor and Workforce Development Agency
18 (hereafter, "LWDA") and provided a copy by certified mail to Defendant (the "PAGA
19 Notice"). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 1**.
20 Plaintiff seeks civil penalties for each and every Labor Code violation alleged herein and
21 alleged in the PAGA Notice.

22 39. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
23 before filing this Complaint. The LWDA did not respond to his notice of the alleged
24 violations within the statutory timeframe, and Plaintiff has therefore exhausted
25 administrative remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by
26 Defendant and the violations alleged herein were committed against Plaintiff. Plaintiff
27 brings this action on behalf of Plaintiff and all other current and former aggrieved
28 employees. At the time of each violation, Defendant employed one or more employees.

1 40. As a result of the aforesaid wrongful and illegal conduct of the Defendant,
2 and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at
3 trial, costs, and attorney's fees against Defendant.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 6 1. For reimbursement of business expenses expended by Plaintiff and the
7 Class Members;
8 2. For compensatory damages in an amount to be proven at trial;
9 3. For statutory damages and penalties, including but not limited to, all
10 penalties authorized under PAGA;
11 4. For temporary, preliminary, and permanent injunction;
12 5. Attorney's fees and costs of suit;
13 6. Pre-judgment interest on any damages or other amounts deemed payable;
14 and
15 7. Other or further relief as the Court deems just and proper.

16 **DEMAND FOR TRIAL BY JURY**

17 Plaintiff hereby demands a trial by jury.

18 Dated: July 24, 2025

HAULK & HERRERA LLP

19
20 By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff and all others
similarly situated
MARIA HERNANDEZ

EXHIBIT 1



H A U L K & H E R R E R A L L P

Attorneys at Law

Matthew A. Haulk, Esq.
mhaulk@hhemploymentlaw.com
Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

100 Pine Street, Suite 1250
San Francisco, CA 94111-5235
Telephone: 415.745.3219
www.hhemploymentlaw.com

March 28, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Maria Hernandez (“**Plaintiff**”) with respect to Plaintiff’s claims against Chrome Hearts Factory LLC (“**Defendant**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Maria Hernandez was employed as a Sewer at Chrome Hearts from September 2021 until her resignation on November 15, 2024.

Upon separation, Ms. Hernandez was denied payment for her accrued vacation time. At time of separation, she accumulated over 100 hours of vacation time. However, upon her resignation, she was not compensated for this unused time. Despite multiple attempts to contact HR for clarification, her inquiries were ignored, and she has yet to receive the compensation owed to her.



Ms. Hernandez also used her personal phone daily to clock in and out of work and to receive work-related documents but was never reimbursed for these expenses.

By failing to reimburse employees for necessary phone expenses, Defendants violated California Labor Code § 2802, causing financial harm to employees across the company.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

b) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

c) **Failure to Reimburse Business Expenses:** Failing to reimburse employees for necessary business expenses incurred at the direction of Defendant in violation of Labor Code section 2802.

d) **Violation of IWC Wage Order:** As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.



H A U L K & H E R R E R A L L P

Page 3 of 3

Very truly yours,

Jose M. Herrera

cc: Chrome Hearts Factory LLC, *via Certified Mail/Return Receipt Requested*

9589 0710 5270 2392 3536 48

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

Hernandez,
Maria

For delivery information, visit our website at www.usps.com®.

OFFICIAL RECEIPT

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$

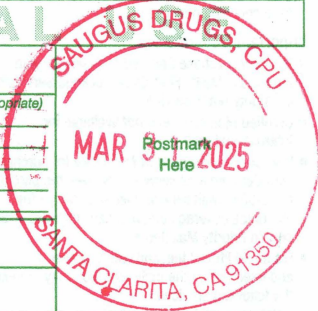
Total Postage and Fees

\$

9.68

Sent To

Chrome Hearts Factory LLC
Street and Apt. No., or PO Box No.
915 N. Mansfield Ave
City, State, ZIP+4®
Los Angeles, CA 90038



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Chrome Harts Factory LLC
915 N. Mansfield Ave.
Los Angeles, CA 90038



9590 9402 8998 4122 1590 04

2. Article Number (Transfer from service label)

9589 0710 5270 2392 3536 48

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Manuel H.

C. Date of Delivery

7/17

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery

Return Receipt Requested

Domestic Return Receipt

Hernandez, Maria

PROOF OF SERVICE

Maria Hernandez v. Chrome Hearts Factory LLC
Los Angeles County Superior Court Case No.: 25STCV03780

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): FIRST AMENDED CLASS ACTION AND INDIVIDUAL COMPLAINT FOR: 1. FAILURE TO PAY EARNED VACATION UPON TERMINATION 2. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 3. FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES 4. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 5. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") DEMAND FOR JURY TRIAL	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Nicole M. Shaffer, Esq. JACKSON LEWIS P.C. 3390 University Avenue, Suite 110 Riverside, CA 92501 Telephone: (951) 848-7940 Facsimile: (951) 848-0009 Email: Nicole.Shaffer@jacksonlewis.com Heather B. Dillion, Esq. Daniel R. Overstreet, Esq. JACKSON LEWIS P.C. 200 Spectrum Center Drive, Suite 500 Irvine, CA 92618 Telephone: (949) 885-1360 Facsimile: (949) 885-1380 Email: Heather.Dillion@jacksonlewis.com Daniel.Overstreet@jacksonlewis.com <i>Attorney for Defendants</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being

		served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. X	By Electronic Transmission. I caused the documents to be sent from the email address tgesin@hhemplymentlaw.com on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on July 29, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

July 29, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)