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Attorneys for Plaintiff and all others similarly situated
JOSHUA DUARTE

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

JOSHUA DUARTE, an individual, on behalf
of himself and all others similarly situated,

Plaintiffs,

vs.

ACADEMY FOR ADVANCEMENT OF
CHILDREN WITH AUTISM, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

CASE NO.: 25STCV06838

[Assigned to Honorable William F.
Highberger, Dept. 10]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. UNPAID WAGES**
- 2. MEAL PERIOD VIOLATIONS**
- 3. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS**
- 4. FAILURE TO REIMBURSE
EMPLOYEE FOR NECESSARY
EXPENDITURES OR LOSSES**
- 5. VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**
- 6. VIOLATION OF LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA")**

Complaint Filed: March 10, 2025
Trial Date: None

INTRODUCTION

1. Plaintiff JOSHUA DUARTE brings this employment class action against
Defendant ACADEMY FOR ADVANCEMENT OF CHILDREN WITH AUTISM, INC (the

FILED
Superior Court of California
County of Los Angeles
06/16/2025
David W. Slybia, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

1 “Company”) and Defendants DOES 1 to 50 (“Defendants”) for failure to pay its California
2 non-exempt employees proper wages, failure to permit meal periods, failure to provide
3 complete and accurate wage statements, and failure to reimburse business expenses. As
4 a result of these acts or omissions, the Company has violated California statutory laws as
5 described below.

6 **JURISDICTION AND VENUE**

7 2. Plaintiff, on behalf of himself and all other similarly situated, hereby brings
8 this Complaint for recovery of unpaid wages and penalties under California Business and
9 Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code,
10 including 204, 226, 512, 2802 and the applicable Industrial Welfare Commission Wage
11 Order (the “IWC Wage Order”), in addition to declaratory relief and restitution.

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

17 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
18 causes of action based solely on, and arising from, California law. The claims of the class
19 are also individual claims for violations of California law described herein. These claims
20 arise from Defendants’ common and systemic failure to pay all wages earned, provide
21 time meal periods, for their failure to issue accurate wage statements, and their unfair
22 business practices based on the foregoing.

23 **PARTIES**

24 5. Plaintiff JOSHUA DUARTE is a natural person and domiciled in California.

25 6. Defendant ACADEMY FOR ADVANCEMENT OF CHILDREN WITH
26 AUTISM, INC., a California Corporation, was at all relevant times doing business in Los
27 Angeles County, California.

28 7. Plaintiff is ignorant of the true names and capacities of the defendants sued

1 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
2 their true names and capacities when the same have been ascertained. Plaintiff is
3 informed and believes that each of the fictitiously named Doe Defendants is legally
4 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
5 damages, as alleged, were proximately caused by these Doe Defendants' actions.

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

15 **PAGA ALLEGATIONS**

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

24 **CLASS ACTION ALLEGATIONS**

25 9. Plaintiff brings this case as a class action pursuant to California Code of Civil
26 Procedure § 382 on behalf of a class (hereafter the "Class") and on behalf of a sub-class
27 (hereafter the "Waiting Time Penalties Subclass") consisting of the following:
28

1 a. The Class: All persons who performed services in the State of
2 California during the Class Period as non-exempt employees for the Company during the
3 Class Period (“Class Members”). The Class Period is the time period starting four years
4 before the filing of the initial Complaint in this action plus any additional time during which
5 the statutes of limitation for the causes of action herein were tolled pursuant to Emergency
6 Rule 9 of the California Rules of Court, the “Emergency Rules Related to COVID-19”.

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

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

14 12. Numerosity. The members of the Class and Waiting Time Penalties
15 Subclass are so numerous that joinder of all members would be unfeasible and not
16 practicable. The membership of the class and subclass are unknown to Plaintiff at this
17 time; however, it is estimated that the Class and Subclass number greater than fifty (50)
18 individuals. The identity of such membership is readily ascertainable via inspection of the
19 Company’s employment and personnel records.

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

27 14. Commonality. Common questions of law and fact exist with respect to all
28 members of the Class and predominate over any questions solely affecting individual

members. Issues of law and fact common to the Class include:

- a. Whether the Company failed to pay overtime wages for all hours worked by Plaintiff and members of the Class, in violation of Cal. Labor Code 510, 558;
- b. Whether Plaintiff and members of the Class were provided with and were able to take 30 minute off-duty meal breaks by the fifth hour of the shift;
- c. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to provide a timely meal break;
- d. Whether Defendants issued itemized wage statements which failed to accurately state the actual hours and/or pay rates that Plaintiff and Class Members worked and the actual wages earned in violation of Cal. Labor Code § 226;
- e. 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
- f. Whether the violations alleged in (a-e) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

15. 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.

16. Superiority. A class action is superior to the other available methods for the

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

8 **GENERAL FACTUAL ALLEGATIONS**

9 17. Plaintiff Joshua Duarte is currently employed by Defendant Academy for
10 Advancement of Children with Autism (AACA) as a non-exempt employee. Throughout
11 his employment, Defendant has engaged in multiple wage and hour violations, including
12 failure to properly calculate the regular rate of pay for overtime, failure to pay break
13 premiums for late meal periods, and failure to reimburse business expenses in violation of
14 California labor laws.

15 18. Defendant fails to include all forms of compensation in employees' regular
16 rate of pay for purposes of overtime calculations. Plaintiff and other employees receive
17 bonuses and a per diem stipend as part of their earnings; however, these stipend
18 payments are excluded from the regular rate of pay. By improperly omitting this additional
19 compensation, Defendant systematically underpays employees who work overtime hours.

20 19. Defendant also fails to pay meal period premiums when Plaintiff and other
21 employees are required to take late meal breaks. Plaintiff frequently works shifts
22 exceeding six hours, yet his meal periods are often delayed due to work demands,
23 including supervising students with behavioral challenges.

24 20. Additionally, Defendant fails to reimburse employees for necessary business
25 expenses. Plaintiff regularly uses his personal cell phone for work-related purposes,
26 including clocking in and out through the Paylocity app, communicating with management
27 regarding staffing issues, and attending remote meetings, yet he does not receive any
28 reimbursement for this required business use.

1 A. Failure to Pay Overtime Wages

2 21. During the Class Period, Plaintiff, like other Class Members, was routinely
3 not paid the correct regular rate of pay for overtime, as the Company failed to factor in all
4 compensation earned for overtime pay calculations.

5 B. Failure to Provide Meal Periods

6 22. During the Class Period, Plaintiff, like other members of the Class, was
7 discouraged from taking code compliant meal breaks and Company did not authorize or
8 permit code compliant meal breaks. Plaintiff, like other members of the Class, was not
9 paid one hour of premium pay for missed or delayed meal breaks.

10 C. Failure to Issue Accurate Itemized Wage Statements

11 23. During the Class Period, Plaintiff, like other Class Members, was never
12 issued accurate or itemized wage statements reflecting all wages earned.

13 D. Failure to Reimburse Business Expenses

14 24. During the Class Period, Plaintiff, like other Class Members, was not
15 reimbursed for necessary and reasonable business expenses including but not limited to
16 mobile telephone expenses.

17 **FIRST CAUSE OF ACTION**
18 **UNPAID HOURLY WAGES**

19 **(Plaintiff on Behalf of Himself and the Class against All Defendants)**

20 25. Plaintiff, on behalf of himself and the Class Members, incorporates by
21 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
22 herein.

23 26. At all relevant times, Defendants have failed to properly pay Plaintiff and
24 Class Members for all hours worked and/or have regularly and consistently maintained
25 policies and practices of refusing to pay Class Members for all hours worked.

26 27. Plaintiff and Class Members should have received regular wages according
27 to the hours worked during employment at the correct rates of pay. Defendants owe Class
28 Members regular wages and have failed and refused, and continue to fail and refuse, to
pay Plaintiff and Class Members the amounts owed as regular wages.

28. Plaintiff and Class Members were entitled to overtime compensation for all overtime hours worked during their employment. Defendants failed and continue to fail to pay Plaintiff and Class Members for all hours worked, including overtime hours, and Plaintiff and Class Members are therefore entitled to the amounts owed as overtime wages.

29. As a direct and proximate result of Defendants' conduct, as set forth herein, Plaintiff has sustained damages and been deprived of wages and overtime compensation that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such amounts, plus interest, liquidated damages under Labor Code section 1194.2(a), and attorneys' fees and costs.

SECOND CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(Plaintiff on Behalf of Himself and the Class against All Defendants)

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

31. California Labor Code §512 provides, in pertinent part, as follows: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.”

32. California Labor Code §512 further provides: “An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not.”

33. Cal. Labor Code §226.7(a) provides: "No employer shall require an employee to work during any meal . . . period mandated by an applicable order of the Industrial Welfare Commission."

34. The Wage Orders provide, in pertinent part, as follows: "Unless the

1 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
2 considered an 'on duty' meal period and counted as time worked."

3 35. As alleged herein, pursuant to Defendants' policies, Defendants routinely fail
4 and failed to permit, authorize and/or provide Plaintiff and Class Members with timely meal
5 periods in violation of all applicable Wage Order, California Regulations and California
6 Labor Code sections.

7 36. By failing to provide Plaintiffs and Class Members with compliant meal
8 periods, Defendants violated California Labor Code sections 512 and 226.7, as well as
9 applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of
10 Defendants set forth herein, Plaintiff and Class Members have been unfairly and illegally
11 deprived meal periods and are entitled to one additional hour of premium pay for each
12 missed meal period.

13 **THIRD CAUSE OF ACTION**
14 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
(Plaintiff on Behalf of the Himself and the Class against All Defendants)

15 37. Plaintiff, on behalf of himself and the Class Members, incorporates by
16 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
17 herein.

18 38. Defendants knowingly and intentionally failed to provide timely, accurate,
19 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
20 IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding
21 Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

22 39. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
23 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
24 periods in which Defendants have failed to provide accurate itemized wage statements to
25 Plaintiff and the Class Members in each and every pay period during Plaintiff's and the
26 Class Members' employment. Plaintiff and the Class Members seek the amount provided
27 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
28 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)

1 for each violation in a subsequent pay period.

2 **FOURTH CAUSE OF ACTION**
3 **FAILURE TO REIMBURSE EMPLOYEE FOR**
4 **NECESSARY EXPENDITURES OR LOSSES**
5 **(Plaintiff on Behalf of Himself and the Class Against All Defendants)**

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

8 41. Plaintiff and the Proposed Class incurred expenditures and/or losses as a
9 direct consequence of discharging Plaintiff and the Proposed Class Members' job duties
10 and/or obeying the directions of Defendants. The expenditures and losses that Plaintiff
11 and the Proposed Class Members incurred were necessary and reasonable.

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

16 **FIFTH CAUSE OF ACTION**
17 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
18 **(Plaintiff on Behalf of the Himself and the Class against All Defendants)**

19 43. Plaintiff, on behalf of himself and the Class Members, incorporates by
20 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
21 herein.

22 44. Defendants' violations of the Labor Code and other laws and regulations as
23 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
24 constitute unfair business practices in violation of the Unfair Competition Law, Business
25 and Professions Code § 17200 et seq.

26 45. As a result of Defendants' unfair business practices, Defendants have
27 reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members,
28 and members of the public. Defendants' utilization of such unfair business practices
constitutes unfair competition and provides an unfair advantage over Defendants'
competition. Defendants should be made to disgorge the ill-gotten gains and restore such

monies to Plaintiff and the Class Members.

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

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
(Plaintiff against All Defendants)

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

48. Plaintiff brings this cause of action on behalf of himself and all other aggrieved current and former employees of Defendants and seeks civil penalties for each and every violation alleged herein. Plaintiff has filed a claim with the California Labor and Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail to Defendants.

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

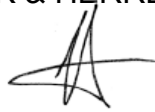
1. For compensatory and statutory damages in the amount of Plaintiff's and

each Class Members unpaid wages, as well as an award of costs, interest, and reasonable attorney's fees.

2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee;
3. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from meal periods and wages/reimbursement;
4. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;
5. For reimbursement of business expenses expended by Plaintiff and the Class Members;
6. For all statutory penalties and liquidated damages as authorized by law, including all statutory penalties as authorized under PAGA
7. For all statutory penalties as authorized by law;
8. Pre-judgment interest on any damages or other amounts deemed payable;
9. For attorney's fees and costs of suit;
10. For other or further relief as the Court deems just and proper.

Dated: June 16, 2025

HAULK & HERRERA LLP

By: 

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

PROOF OF SERVICE

Joshua Duarte v. Academy for Advancement of Children with Autism, Inc.
Los Angeles County Superior Court Case No.: 25STCV06838

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 COMPLAINT FOR: 1. UNPAID WAGES 2. MEAL PERIOD VIOLATIONS 3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 4. FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES OR LOSSES 5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 6. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Linh T. Hua, Esq. Jenay N. Younger, Esq. GORDON REES SCULLY MANSUKHANI, LLP 633 West Fifth Street, 52nd Floor Los Angeles, CA 90071 Telephone: (213) 576-5000 Facsimile: (213) 680-4470 Email: lhua@grsm.com jyounger@grsm.com <i>Attorney for Defendants</i> <i>ACADEMY FOR ADVANCEMENT OF CHILDREN WITH AUTISM, INC.</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 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 June 16, 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.

June 16, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)