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Attorneys for Plaintiff NICHOLE LOPEZ,
individually, and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

NICHOLE LOPEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

CAFE RIO, INC; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVRI2502520

CLASS ACTION

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum Wage
2. Failure to Pay All Wages Due to Discharged or Quitting Employees
3. Failure to Provide Accurate Itemized Statements
4. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
5. Unfair and Unlawful Business Practices
6. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF NICHOLE LOPEZ (“PLAINTIFF”) an individual, demanding a jury trial, on
3 behalf of herself and all other aggrieved employees, hereby alleges as follows:

4 **PLAINTIFF**

5 1. PLAINTIFF brings this action on behalf of herself and all other “aggrieved
6 employees” who worked for Defendants CAFE RIO, INC., a California Limited Liability Company;
7 and DOES 1 through 100 inclusive (collectively “DEFENDANTS”) to recover, among other things,
8 wages and penalties from unpaid wages earned and due, including but not limited to unpaid
9 minimum wages, failure to pay all wages due to discharged and quitting employees, failure to
10 indemnify employees for necessary expenditures and/or losses incurred in discharging their duties,
11 failure to provide accurate itemized wage statements, failure to maintain required records, and
12 interest, attorneys’ fees, costs, and expenses.

13 2. PLAINTIFF is a citizen and resident of the State of California who resides in Twin
14 Peaks, California. At all times material to this complaint, PLAINTIFF was employed by
15 DEFENDANTS in the State of California as a non-exempt employee.

16 3. PLAINTIFF worked for DEFENDANTS as a Dishwasher from on or about
17 September 15, 2023 to September 2024.

18 4. PLAINTIFF was required to provide her own cleaning equipment, such as soap,
19 aprons, and gloves, without reimbursement in violation of the California Labor Code, and was not
20 reimbursed for the costs of laundering her uniform.

21 **DEFENDANTS**

22 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
23 CAFE RIO, INC. is and was at all times relevant hereto a corporation organized and existing under
24 the laws of the State of Utah. PLAINTIFF is further informed and believes, and thereon alleges,
25 that DEFENDANT CAFE RIO, INC. is authorized to conduct business in the State of California,
26 and does conduct business in the State of California. Specifically, DEFENDANT CAFE RIO, INC.
27 maintains offices and facilities and conducts business in, and engages in illegal payroll practices or
28 policies in, the County of Riverside, State of California.

1 6. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
2 PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious
3 names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT
4 designated as a DOE is highly responsible in some manner for the events and happenings referred
5 to herein, and legally caused the injuries and damages alleged in this Complaint. PLAINTIFF will
6 seek leave of the court to amend this Complaint to allege their true names and capacities when
7 ascertained. The DEFENDANTS, and each of them, were alter egos of each other and/or engaged
8 in an integrated enterprise with each other. Additionally, all of the DEFENDANTS were joint
9 employers of PLAINTIFF.

10 7. There exists, and at all times herein mentioned existed, a unity of interest and
11 ownership between the named DEFENDANTS, including DOES, such that any corporate
12 individuality and separateness between the named defendants has ceased, and that the named
13 Defendants are alter egos in that the named DEFENDANTS effectively operate as a single
14 enterprise, or are mere instrumentalities of one another.

15 8. At all material times herein, each DEFENDANT was the agent, servant, co-
16 conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope,
17 and course of said agency, service, conspiracy and/or employment and with the express and/or
18 implied knowledge, permission, and consent of the remaining Defendants, and ratified and
19 approved the acts of the other DEFENDANTS. However, each of these allegations are deemed
20 alternative theories whenever not doing so would result in a contradiction with the other allegations.

21 9. Whenever reference is made in this Complaint to any act, deed, or conduct of
22 Defendants, the allegation means that DEFENDANTS engaged in the act, deed, or conduct by or
23 through one or more of its officers, directors, agents, employees, or representatives who was
24 actively engaged in the management, direction, control, or transaction of DEFENDANTS' ordinary
25 business and affairs.

26 10. As to the conduct alleged herein, each act was authorized, ratified or directed by
27 DEFENDANTS' officers, directors, or managing agents.

28 11. At all relevant times herein, PLAINTIFF and other aggrieved employees were

1 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
2 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
3 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
4 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
5 schemes which include, but are not limited to, failing to properly maintain records; failing to
6 provide accurate itemized statements for each pay period; failing to properly compensate
7 PLAINTIFF and other aggrieved employees for necessary expenditures; in violation of the
8 California Labor Code and the applicable Welfare Commission (“IWC”) Orders.

9 12. PLAINTIFF is informed and believes, and thereon alleges, that each and every of
10 the acts and omissions alleged herein were performed by, and/or attributable to, all
11 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of
12 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
13 scope of said agency, employment and/or direction and control.

14 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
15 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
16 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
17 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

18 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
19 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
20 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

21 **JURISDICTION AND VENUE**

22 15. The Superior Court of the State of California has jurisdiction in this matter because
23 PLAINTIFF is a resident of the State California, and DEFENDANTS are qualified to do business
24 in California and regularly conduct business in California. Further, no federal question is at issue
25 because the claims are based solely on California law.

26 16. Venue is proper in this judicial district and the County of Riverside, California
27 because aggrieved employees performed work for DEFENDANTS in the County of Riverside,
28 DEFENDANTS maintain offices and facilities and transact business in the County of Riverside,

1 and DEFENDANTS' illegal payroll policies and practices, which are the subject of this action were
2 applied, at least in part, to PLAINTIFF, and other persons similarly situated in the County of
3 Riverside.

4 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

5 17. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
6 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and former
7 non-exempt aggrieved employees of DEFENDANTS working as Dishwashers or in similar non-
8 exempt positions in the State of California at any time within the period beginning one year prior
9 to the filing of PLAINTIFF'S LWDA letter concerning this action and ending at the time this action
10 settles or proceeds to final judgment ("PENALTY PERIOD").

11 18. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
12 on April 29, 2025 to the California Labor and Workforce Development Agency ("LWDA") and by
13 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
14 Orders alleged to have been violated, including the facts and theories to support the alleged
15 violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more
16 days have passed since the submission and postmark date of this LWDA letter, and the LWDA has
17 not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly,
18 PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3
19 to commence a representative action under PAGA.

20 **CLASS ACTION ALLEGATIONS**

21 19. This action is appropriately suited for a Class Action because:

22 a. The potential class is a significant number. Joinder of all current and former
23 employees individually would be impractical.

24 b. This action involves common questions of law and fact to the potential class
25 because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices
26 and policies, which was applied to all hourly employees in violation of the California Labor Code,
27 IWC Wage Orders, and the California Business and Professions Code which prohibits unfair
28 business practices arising from such violations.

1 c. The claims of the PLAINTIFF are typical of the class because
2 DEFENDANTS subjected all of their hourly employees to the identical violations of the California
3 Labor Code and California Business and Professions Code.

4 d. PLAINTIFF is able to fairly and adequately protect the interests of all
5 members of the class because it is in PLAINTIFF'S best interests to prosecute the claims alleged
6 herein to obtain full compensation due to PLAINTIFF for all services rendered and hours worked.

7 **FIRST CAUSE OF ACTION**

8 **Failure to Pay Minimum Wages**

9 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

10 **(Against All DEFENDANTS)**

11 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
12 allegations in the foregoing paragraphs.

13 21. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-
14 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
15 in a payroll period is unlawful.

16 22. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
17 CLASS MEMBERS minimum wages for all hours worked by, among other things: failing to
18 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
19 itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other
20 methods to be discovered.

21 23. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
22 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
23 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
24 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
25 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
26 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
27 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

1 **SECOND CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

3 **[Cal. Labor Code §§ 201, 202, 203]**

4 **(Against All DEFENDANTS)**

5 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 25. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 26. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required
12 to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
13 her employment, unless the employee provided 72 hours previous notice of his or her intention to
14 quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 27. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
17 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
18 compensation to the employee at the same rate for up to 30 workdays.

19 28. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
20 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
21 California Labor Code §§ 201 and 202.

22 29. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
23 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
24 together with interest thereon, as well as other available remedies.

25 30. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according
27 to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery
28 of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor

Code §§ 1194 and 2699

THIRD CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; IWC Wage Order No. 5-2001, § 7]

(Against All DEFENDANTS)

31. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

32. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

33. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

34. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

FOURTH CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against All DEFENDANTS)

1 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
2 allegations in the foregoing paragraphs.

3 36. California Labor Code § 2802(a) requires an employer to indemnify an employee
4 for all necessary expenditures or losses incurred by the employee in direct consequence of the
5 discharge of his or her duties, or of his or her obedience to the directions of the employer.

6 37. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
7 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
8 in direct consequence of the discharge of their duties while working under the direction of
9 DEFENDANTS, including but not limited to expenses for cleaning equipment, laundering
10 uniforms, and other employment-related expenses, in violation of California Labor Code § 2802.

11 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
12 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
13 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
14 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
15 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
16 including those provided in California Labor Code § 2802(c), as well as other available remedies.

17 **FIFTH CAUSE OF ACTION**

18 **Unfair and Unlawful Business Practices**

19 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

20 **(Against All DEFENDANTS)**

21 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 40. Each and every one of DEFENDANTS' acts and omissions in violation of the
24 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
25 limited to DEFENDANTS' failure and refusal to pay minimum wages, DEFENDANTS' failure
26 and refusal to pay all wages due to discharged or quitting employees, DEFENDANTS' failure and
27 refusal to furnish accurate itemized wage statements and to maintain required records, and
28 DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for

1 necessary expenditures and/or losses incurring in discharging their duties constitutes unfair and
2 unlawful business practices under California Business and Professions Code § 17200 *et seq.*

3 41. DEFENDANTS' violations of California wage and hour laws constitute a business
4 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
5 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
6 MEMBERS.

7 42. As a result of DEFENDANTS' unfair and unlawful business practices,
8 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
9 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
10 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

11 43. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
12 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
13 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS
14 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
15 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
16 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

17 **SIXTH CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

19 **[Cal. Labor Code §§ 2698- 2699.5]**

20 **(Against All DEFENDANTS)**

21 44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 45. PLAINTIFF is an "aggrieved employee" within the meaning of California Labor
24 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
25 current and former employees of DEFENDANTS pursuant to the procedures specified in California
26 Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by
27 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
28 committed against PLAINTIFF during the PENALTY PERIOD.

1 46. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
2 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited
3 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
4 Order No. 5-2001, § 20, from DEFENDANTS in a representative action for the violations set forth
5 above, including but not limited to:

- 6 a. Failing to compensate PLAINTIFF and other current and former employees at a
7 wage rate at least equal to the California minimum wage for each hour worked
8 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and
9 IWC Wage Order No. 9;
- 10 b. Failing to maintain required records in violation of California Labor Code §§
11 1174-1174.5;
- 12 c. Failing to provide PLAINTIFF and other current and former employees with
13 accurate itemized wage statements that set forth the wage rate paid for each hour
14 worked, in violation of California Labor Code § 226;
- 15 d. Failing to properly compensate PLAINTIFF and other current and former
16 employees for all wages when due in violation of California Labor Code §§ 201,
17 202, and 204;
- 18 e. Failing to indemnify PLAINTIFF and other current and former employees for
19 necessary expenditures incurred in discharge of duties in violation of California
20 Labor Code § 2802; and

21 47. These penalties are in addition to any other relief available under the Labor Code.
22 Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not
23 specifically provided, the following civil penalties are established: one hundred dollars (\$100) for
24 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
25 each aggrieved employee per pay period for each subsequent violation. PLAINTIFF is entitled to
26 such civil penalties under Labor Code § 2699(f) for DEFENDANTS’ violations of Labor Code
27 provisions for which a civil penalty is not specifically provided, including but not limited to Labor
28 Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and

2802.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly situated, by their attorneys, respectfully pray for relief against DEFENDANTS and DOES 1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF, including the value of the unlawfully converted tips, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For liquidated damages pursuant to California Labor Code § 1194.2;
4. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
5. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
6. For waiting time penalties pursuant to California Labor Code § 203;
7. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;
9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
10. For declaratory relief;
11. For an order requiring and certifying the First through Fifth Causes of Action as a class action;
12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's

counsel as class counsel; and

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

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: July 7, 2025

Respectfully submitted,

THE KICK LAW FIRM, APC

By: 

TARAS KICK
TYLER J. DOSAJ

Attorneys for Plaintiff NICHOLE LOPEZ,
individually, and on behalf of all others
similarly situated

1
2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I, the undersigned, certify and declare that I am over the age of 18 years, employed in the
5 County of Los Angeles, State of California, and not a party to the above-entitled cause. My business
6 address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

7 On the execution date, I served the document(s) described as:

8 • **AMENDED CLASS ACTION COMPLAINT,**

9 ☒ **By U.S. Mail, postage prepaid.** I served the documents by enclosing them in an envelope and
10 placing the envelope for collection and mailing, following our ordinary business practices. I am readily
11 familiar with this business's practice for collecting and processing correspondence for mailing. On the
12 same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course
13 of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

14 CAFE RIO, INC.
15 CT Corporation System, Authorized Agent for Service of Process
16 330 North Brand Boulevard, Suite 700
17 Glendale, CA 91203

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed on July 7, 2025.

20 /s/ Alina Muresan
21 Alina Muresan
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