Electronically Received 08/20/2026 12:08 PM

Manny Starr (319778)
manny@frontierlawcenter.com
Rebecca Harteker (349793)
rebecca@frontierlawcenter.com
eservice@frontierlawcenter.com
FRONTIER LAW CENTER
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367
Tel: (818) 914-3433
Fax: (818) 914-3433

JAMIE K. SERB (289601)
jamie@crosnerlegal.com
BRANDON BROUILLETTE (273156)
bbrouillette@crosnerlegal.com
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiffs
individually and on behalf of all others similarly situated

FILED
Superior Court of California
County of Los Angeles
08/20/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ANTHONY CAYETANO and KEVIN WATTERS, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

Value Windows and Doors, Inc.; Value Vinyl Windows & Doors, Inc.; Moreno Valley Window & Door Manufacture, Inc.; Value Wholesaler, Inc.; Value Vinyl Extrusions, Inc.; Value Aluminum Windows & Doors, Inc.; Farsighted Transport, LLC; and Eurotek Windows and Doors Inc.; and DOES 1 through 100,

Defendants.

Case No. 25STCV17064

FIRST AMENDED CLASS ACTION COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure to Reimburse Business Expenses**
6. **Wage Statement Penalties**
7. **Waiting Time Penalties**
8. **Violation of Unfair Competition Law**
9. **Private Attorneys General Act**

RELEVANT PARTIES

1. Plaintiff Anthony Cayetano and Plaintiff Kevin Watters (together, "Plaintiffs") are adult residents of California and at all times relevant were residing in California.

2. Defendants Value Windows and Doors, Inc.; Value Vinyl Windows & Doors, Inc.; Moreno Valley Window & Door Manufacture, Inc.; Value Wholesaler, Inc.; Value Vinyl Extrusions, Inc.; Value Aluminum Windows & Doors, Inc.; and Eurotek Windows and Doors Inc (collectively, with Farsighted Transport, LLC, "Defendants") are, upon information and belief, corporations organized under the laws of the State of California. Defendant Farsighted Transport, LLC is, upon information and belief, a limited liability company organized under the laws of the State of California. Defendants are registered to and conduct business in the State of California and are subject to the laws of the State of California. All acts and omissions of Defendants' employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiffs are unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to insert the true names and capacities of such Doe Defendants when such information has been obtained. Plaintiffs are informed and believe, and based on such information and belief allege, that each of the fictitiously named Doe Defendants has participated in some way in the wrongful acts and omissions alleged below, and is liable to Plaintiffs for damages and other relief to which Plaintiffs are entitled. Defendants and Doe Defendants are collectively referred to as "Defendants".

JURISDICTION AND VENUE

4. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiffs' claims took place in Los Angeles County, and Defendants transact substantial business in this County.

5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as alleged herein occurred in Los Angeles County, California and Plaintiffs suffered damages from such conduct within Los Angeles County, California.

FACTUAL ALLEGATIONS

6. At all times relevant, Plaintiffs were Defendants' employees.

7. Plaintiff Cayetano was employed by Defendants from approximately September 2021 until approximately March 2025.

8. Plaintiff Watters was employed by Defendants beginning in or around 2025.

9. Plaintiff Cayetano served as a machine operator, typically working five days per week and eight hours or more per day, and earning a base hourly rate of $18.50 per hour plus a $2.00 per hour shift differential, for a total of $20.50 per hour.

10. Defendants failed to provide Plaintiffs with compliant meal breaks because Defendants regularly failed to provide Plaintiffs with uninterrupted meal periods as required by California law.

11. Despite not being provided with compliant meal breaks, Defendants did not pay premium pay for these missed breaks at Plaintiffs' regular rate of pay.

12. Defendants failed to provide Plaintiffs with compliant rest breaks because Defendants regularly failed to provide Plaintiffs with uninterrupted rest periods as required by California law. Despite not being provided with compliant rest breaks, Defendants did not pay premium pay for these missed breaks at Plaintiffs' regular rate of pay.

13. Plaintiffs were not compensated for all hours worked, including but not limited to, all hours Plaintiffs were subject to the control of Defendants while off-the-clock and therefore did not receive minimum wage for each hour worked.

14. Defendants failed to pay Plaintiffs all overtime owed because Plaintiffs periodically worked hours that entitled them to overtime compensation under the law but was not fully compensated for those hours.

15. Defendants failed to reimburse Plaintiffs for all work-related expenses because Plaintiffs were required to purchase various tools and materials, including Personal Protective Equipment ("PPE"), in order to perform their work duties, but Defendants did not reimburse Plaintiffs for these expenses.

16. Plaintiffs were further required and/or expected to use their personal cell phones in order to perform necessary work-related tasks. Defendants failed to reimburse Plaintiffs for the costs associated with this use of their personal cell phones.

17. Defendants failed to provide Plaintiffs with accurate wage statements because the wage statements issued to Plaintiffs did not accurately list total wages owed and hours worked, among other things.

18. Due to Defendants' failure to pay all wages due to Plaintiffs during their employment, it follows that Defendants failed to pay all wages due at the conclusion of Plaintiffs' employment as well. Therefore, Defendants are liable to Plaintiffs for waiting time penalties.

19. The applicable Wage Order provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." It further states that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

20. Here, although Plaintiffs and the Aggrieved Employees could have performed their job duties while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiffs and the Aggrieved Employees should have been provided with seats for use while not actively performing their work duties, but such seating was not provided.

CLASS ACTION ALLEGATIONS

21. The class is defined as the following: "All non-exempt employees who worked for Defendants in California as from four years prior to filing the case to the date of certification or judgment, whichever is earlier."

22. There is a well-defined community of interest in the litigation and the proposed class is ascertainable from Defendants' employment records.

a. Numerosity: The members of the class as defined are so numerous that joinder of all class members is impracticable.

b. Commonality: This action involves common questions of law and fact to the class because the action focuses on Defendants' course of conduct with respect to violating the Labor Code and IWC Wage Orders.

c. Typicality: Plaintiffs' claims are typical of the claims of the class. Plaintiffs were subjected to the same violations and seeks the same types of damages, restitution, and other relief on the same as those of the members of the class.

d. Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of the class. Plaintiffs understand the obligations as a class representative and are willing and able to fulfill them. Plaintiffs' counsel are competent and experienced in litigating employment class actions and complex litigation matters like this.

e. Superiority of Class Action: A class action is superior to other available means for the efficient adjudication of this controversy. Class action treatment will allow similarly situated persons to pursue the claims in a manner that is most efficient and economical.

f. Public Policy Considerations: Employees are often afraid to assert their rights out of fear of retaliation; thus, class actions provide the class members with anonymity that allows for vindication of rights while protecting privacy.

23. There are common questions of law and fact including but not limited to:

a. Whether Defendants did not pay all minimum and overtime wages at the correct rates in violation of Labor code sections 510, 558 and 1194;

b. Whether Defendants violated Labor Code sections 510 and 1194 for not paying

c. at least the minimum wage for work off the clock;

d. Whether Defendants violated Labor Code section 512 and Wage Order 14 by not providing lawful meal and rest breaks;

e. Whether Defendants violated Labor Code section 226 by providing inaccurate wage statements;

f. Whether Defendants violated Labor Code section 226.7 by not paying premium pay for missed meal and rest breaks;

g. Whether Defendants violated Labor Code section 2802 for not reimbursing for work-related expenses;

h. Whether Defendants engaged in unfair competition; and

i. The amount of damages, wages, and penalties owed to Plaintiffs and the class.

PAGA ALLEGATIONS

24. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

25. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

26. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

27. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

28. On April 28, 2025, Plaintiff Cayetano provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

29. On May 16, 2025, Plaintiff Watters provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

30. Upon expiration of the 65-day notice period, if the LWDA does not provide Plaintiffs with written notice that it intends to investigate the alleged violations of the Labor Code, Plaintiffs will seek PAGA Penalties on behalf of all Aggrieved Employees.

31. The Aggrieved Employees are defined as "All non-exempt, hourly-paid employees, current and former, who were employed by Defendants in California at any time from April 28, 2024, through final disposition of this action."

FIRST CAUSE OF ACTION

Failure to Provide Compliant Meal Periods

By Plaintiffs and the Class Against All Defendants

32. Plaintiffs incorporate by reference the paragraphs above.

33. Labor Code section 512 and the Wage Orders provide that "an employer shall 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" or "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".

34. An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

35. Not only must an employer affirmatively relieve its employees of all duty during their meal breaks, it also must not "impede or discourage" its employees from taking compliant meal breaks. (*Brinker*, supra).

36. Defendants failed to provide Plaintiffs and the Class with compliant meal breaks as alleged herein.

37. For each day that Defendants failed to provide Plaintiffs and the Class with a compliant meal break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiffs' and the Class' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

38. Defendants failed to pay premium pay at Plaintiffs' and the Class' regular rate of pay for each day a meal break was missed.

39. Plaintiffs and the Class are therefore entitled to recover premium pay for missed meal breaks, interest, penalties, attorney fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiffs and the Class Against All Defendants

40. Plaintiffs incorporate by reference the paragraphs above.

41. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof.

42. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc*., 2 Cal. 5th 257, 269 (2016)).

43. Defendants failed to provide Plaintiffs and the Class with compliant rest breaks as alleged herein.

44. For each day that Defendants failed to provide Plaintiffs and the Class with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is one additional hour of pay at Plaintiffs' and the Class' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021)).

45. Defendants failed to pay premium pay at Plaintiffs' and the Class' regular rate of pay for each day a rest break was missed.

46. Plaintiffs and the Class are therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiffs and the Class Against All Defendants

47. Plaintiffs incorporate by reference the paragraphs above.

48. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek.

49. Further, Labor Code section 1197 requires employees to be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code section 1194 entitles "any employee receiving less than the legal minimum wage . . . to recover in a civil action the unpaid balance of the full amount of this minimum wage." Likewise, the Applicable Wage Orders also obligate employers to pay each employee minimum wages for all hours worked. (Cal. Code of Regs., tit. 8, §§ 11080, 11130, 11140, 11170.) Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit.

50. These minimum wage standards apply to each hour that employees work. Therefore, an employer's failure to pay for any particular time worked by an employee is unlawful, even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. (Armenta v. Osmose, Inc. (2005) 135 Cal.App.4th 314, 324.)

51. Defendants failed to pay Plaintiffs and the Class for all hours worked as alleged herein.

52. Plaintiffs and the Class are therefore entitled to recover all unpaid wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Failure to Pay All Overtime Owed

By Plaintiffs and the Class Against All Defendants

53. Plaintiffs incorporate by reference the paragraphs above.

54. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

55. Defendants failed to pay Plaintiffs and the Class all overtime wages owed as alleged herein.

56. Plaintiffs and the Class are therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Failure To Reimburse Work-Related Expenses

By Plaintiffs and the Class Against All Defendants

57. Plaintiffs incorporate by reference the paragraphs above.

58. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

59. Defendants failed to reimburse Plaintiffs and the Class for all work-related expenses as alleged herein.

60. Plaintiffs and the Class are therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiffs and the Class Against All Defendants

61. Plaintiffs incorporate by reference the paragraphs above.

62. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiffs and the Class in violation of Labor Code section 226(a).

63. As alleged herein, the wage statements that Defendants issued to Plaintiffs and the Class were inaccurate and incomplete.

64. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiffs and the Class in that Plaintiffs and the Class were unable to accurately verify and/or calculate their wages.

65. Plaintiffs and the Class are therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

SEVENTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiffs and the Waiting Time Subclass Against All Defendants

66. Plaintiffs incorporate by reference the paragraphs above.

67. Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation.

68. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a penalty from the due date at the same rate until paid or until an action is commenced, not to exceed thirty days.

69. As alleged herein, Defendants willfully did not pay Plaintiffs and the Waiting Time Subclass all wages owed at the conclusion of employment.

70. Plaintiffs and the Waiting Time Subclass are therefore entitled to the recovery of waiting time penalties, interest, attorney fees, and costs.

EIGHTH CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiffs and the Class Against All Defendants

71. Plaintiffs incorporate by reference the paragraphs above.

72. Defendants' conduct described herein constitutes unfair competition.

73. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

74. Pursuant to Business and Professions Code 17203, Plaintiffs and the Class are entitled to restitution of all wrongfully withheld wages.

75. Plaintiffs and the Class may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

NINTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiffs and the Aggrieved Employees Against All Defendants

76. Plaintiffs incorporate by reference the paragraphs above.

77. PAGA permits Plaintiffs and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

78. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

79. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to provide Plaintiffs and the Aggrieved Employees with compliant meal periods or compensation in lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

80. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide Plaintiffs and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

81. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate Plaintiffs and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code sections 1197.1 and 2699 apply.

82. With respect to violations of Labor Code section 510 for Defendants' failure to compensate Plaintiffs and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code sections 558, 1197.1, and 2699 apply.

83. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiffs and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and 2699 apply.

84. With respect to violations of Labor Code section 203 for failure to pay all wages due to Plaintiffs and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor Code section 2699 apply.

85. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiffs and the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699 apply.

86. With respect to violations of Labor Code section 1198 and the relevant wage order for failure to provide Plaintiffs and the Aggrieved Employees with suitable seating, the penalties in Labor Code section 2699 apply.

87. Pursuant to Labor Code section 2699(k)(1), Plaintiffs further seeks public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein.

88. Additionally, Plaintiffs and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, pray for judgment against Defendants as follows:

As to Causes of Action 1 Through 9

1. Class certification
2. Appointment of Plaintiffs as class representative
3. Appointment of Plaintiffs' Counsel as class counsel

1st Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

2nd Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

3rd Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
2. Liquidated damages
3. Interest

4. Attorneys' fees

5. Costs

6. Other relief the court deems proper

4th Cause of Action

1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

2. Interest

3. Attorneys' fees

4. Costs

5. Other relief the court deems proper

5th Cause of Action

1. Reimbursement of all work-related expenses

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

6th Cause of Action

1. Penalties pursuant to Labor Code section 226

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

7th Cause of Action

1. Penalties pursuant to Labor Code section 203

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

8th Cause of Action

1. Restitution of all wrongfully withheld wages

2. Attorneys' fees

3. Costs

4. Other relief the court deems proper

9th Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

DATED: August 20, 2026

FRONTIER LAW CENTER

/s/ Rebecca Harteker

REBECCA HARTEKER

CROSNER LEGAL, P.C.

/s/ Brandon Brouillette

BRANDON BROUILLETTE

Attorneys for Plaintiffs

PROOF OF SERVICE
Case No. 25STCV17064

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

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 action. My business address is 6200 Canoga Ave., Suite 470, Woodland Hills, California, 91367. On August 20, 2026, I served the foregoing document(s) described as set forth below on the interested parties in this action, as follows:

Document(s) Served:

- **FIRST AMENDED CLASS ACTION COMPLAINT**

Person(s) Served:

O'HAGAN MEYER LLP
Katherine C. Den Bleyker, SB# 257187
kdenbleyker@ohaganmeyer.com
Patrick Lee, SB# 355618
patricklee@ohaganmeyer.com
550 Hope Street, Suite 2400
Los Angeles, California 90071
Telephone: (213) 647-0005
Attorneys for Defendants

___ (BY MAIL) I enclosed a true copy of the above document(s) in a sealed envelope and placed said envelope in the mail at Calabasas, California. The envelope was addressed as above with postage thereon fully prepaid.

___ (BY PERSONAL SERVICE) I personally delivered by hand to the offices of the addressee(s).

_X_ (BY ELECTRONIC MAIL) I emailed a .pdf copy of the above documents to the email address(es) listed above, pursuant to an agreement with said parties to accept service via email.

_X_ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

___ (FEDERAL) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

EXECUTED at Woodland Hills, California on August 20, 2026.

/s/ Collette Navasartian
Collette Navasartian