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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

KRISTYNA YOUNG, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

BOREAL RIDGE CORPORATION, a
California corporation; BOREAL RIDGE
SKI RESORT, an entity of unknown form;
BOREAL MOUNTAIN RESORT, an entity
of unknown form; POWDR CORP., a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. S-CV-0055093

Assigned for all purposes to the Hon. Leon
Dixon, Dept. 40

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.*, and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

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1 Plaintiffs KRISTYNA YOUNG, MICHAEL DELARM, and JEWEL NOBLES
2 (“Plaintiffs”), on behalf of themselves and all others similarly situated, allege as follows:

3 **INTRODUCTION**

4 1. Plaintiffs bring this action on behalf of themselves and a putative class of all
5 current and former employees within the State of California who, at any time four (4) years prior
6 to the filing of this lawsuit, are or were employed as non-exempt, hourly-paid employees by
7 Defendants BOREAL RIDGE CORPORATION and POWDR CORP. (the “Class” and “Class
8 Members”). Plaintiffs allege various violations of the California Labor Code, relevant Industrial
9 Welfare Commission (IWC) Wage Orders, and the Unfair Competition Law (“UCL”), Cal. Bus. &
10 Prof. Code § 17200, *et seq.*, and seek redress thereof.

11 2. Plaintiffs are residents of California and were employed by Defendants during the
12 relevant time period as non-exempt hourly-paid employees at Defendants’ facilities and offices in
13 California. Plaintiffs and other Class Members worked for Defendants throughout California at
14 Defendants’ behest without being paid all wages due as a result of the conduct giving rise to the
15 allegations in this Complaint. Upon information and belief, Plaintiffs were employed by
16 Defendants and (1) shared similar job duties and responsibilities, (2) were subjected to the same
17 policies and practices, and (3) all endured violations at the hands of Defendants similar to those of
18 other Class Members.

19 **THE PARTIES**

20 **A. The Plaintiffs**

21 3. Plaintiff KRISTYNA YOUNG has resided in California and was employed by
22 Defendants during the relevant time period as a non-exempt hourly-paid employee within the State
23 of California.

24 4. Plaintiff MICHAEL DELARM has resided in California and was employed by
25 Defendants during the relevant time period as a non-exempt hourly-paid employee within the State
26 of California.

27 5. Plaintiff JEWEL NOBLES has resided in California and was employed by
28 Defendants during the relevant time period as a non-exempt hourly-paid employee within the State

of California.

B. The Defendants

6. Defendant BOREAL RIDGE CORPORATION is a California corporation with its principle executive offices in Soda Springs, California, and, upon information and belief, has been listed as the employer on the wage statements issued to Plaintiffs during the relevant time period. BOREAL RIDGE CORPORATION lists an address in Soda Springs, California with the California Secretary of State, and employs Plaintiffs and other Class Members in Placer County, including at Defendants' offices and facilities in Soda Springs, California, and throughout California, and conducts business throughout California.

7. Defendant POWDR CORP. is a Delaware corporation with its principle executive offices in Park City, Utah, and, upon information and belief, was Plaintiffs' employer during the relevant time period. POWDR CORP. does not list a California address with the California Secretary of State, but, upon information and belief, employs Plaintiffs and other Class Members in Placer County, including at Defendants' offices and facilities in Soda Springs, California, and conducts business throughout California.

8. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants designated herein as DOES 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known. Defendants BOREAL RIDGE CORPORATION and POWDR CORP., together with the DOE defendants, are referred to collectively as "Defendants."

9. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of

1 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
2 all respects as the employers or joint employers of Class Members. Defendants, and each of them,
3 exercised control over the wages, hours, and/or working conditions of Class Members, or suffered
4 or permitted Class Members to work, or engaged, thereby creating a common law employment
5 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
6 employed Class Members.

7 **JURISDICTION AND VENUE**

8 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
10 as a Class Action on behalf of Class Members pursuant to California Code of Civil Procedure §
11 382. Venue as to Defendants is also proper in this judicial district pursuant to California Code of
12 Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and liabilities giving
13 rise to this lawsuit occurred at least in part in Placer County, and Defendants maintain and operate
14 company offices and facilities and employ Plaintiffs and other Class Members in Placer County
15 and throughout California.

16 **FACTUAL BACKGROUND**

17 11. Defendants required Plaintiffs and Class Members to perform work off-the-clock
18 while remaining under Defendants' control, including during their meal and rest breaks.
19 Defendants thus failed to pay Plaintiffs and other Class Members for all hours worked and
20 provided them with inaccurate wage statements that prevented Plaintiffs and the Class from
21 learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the Class
22 with lawful meal and rest periods, as employees were not provided with the opportunity to take
23 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

24 12. Class Members, including Plaintiffs, are non-exempt employees pursuant to all
25 applicable IWC Wage Orders. Defendants hire employees who work in non-exempt positions at
26 the direction of Defendants in the State of California. Plaintiffs and Class Members were either
27 not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular,
28 and overtime rates. Specifically, Plaintiffs and Class Members were not paid for the time that they

1 worked pre-shift and post-shift (1) reviewing communications and other event information from
2 managers or third parties pre-shift; (2) breaking down tables, tents, audio equipment, and
3 otherwise cleaning up after events post-shift; (3) dropping off other employees post-shift; and (4)
4 ordering supplies and cleaning post-shift. Plaintiffs and Class Members also worked without
5 compensation by receiving and responding to work-related calls and text messages while off-the-
6 clock. Plaintiffs and Class Members also worked off-the-clock during meal periods. Plaintiffs also
7 contend that Defendants failed timely to pay Plaintiffs and Class Members all wages due and
8 owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
9 violation of various provisions of the California Labor Code and applicable Wage Orders.

10 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
11 present, Defendants failed to provide Plaintiffs and Class Members 24 hours of accrued sick leave
12 or paid time off by the 120th calendar day of employment or no less than 40 hours of accrued sick
13 leave or paid time off by the 200th calendar day of employment in violation of Labor Code §§
14 245, *et seq.* and 246.

15 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants failed timely to pay all vested vacation time as wages to Class Members upon
17 their termination in violation of Labor Code § 227.3.

18 15. During the course of their employment with Defendants, Plaintiffs and Class
19 Members were not paid all wages they were owed, including for all work performed and for all
20 overtime hours worked, and were forced to work during their meal and rest breaks.

21 16. As a matter of uniform company policy, Plaintiffs and Class Members were
22 required to work during their meal and rest breaks, which time was not compensated by
23 Defendants in violation of the California Labor Code. Plaintiffs and Class Members were also not
24 paid regular wages and overtime for the time they were required to comply with other
25 requirements imposed upon them, which they had to complete while working through their meal
26 and rest breaks and without compensation. As a result, Plaintiffs and Class Members worked
27 shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not
28 paid at the appropriate overtime rate for all such hours, including because Plaintiffs and Class

1 Members were required to perform work duties and tasks without pay and while off-the-clock. As
2 a result, Plaintiffs and Class Members worked substantial overtime hours during their
3 employment with Defendants for which they were not compensated, in violation of the California
4 Labor Code and applicable IWC Wage Orders.

5 17. As a result of the policies and practices described above, the daily work demands
6 and pressure to work through breaks, and the other wage violations they endured at Defendants'
7 hands, Plaintiffs and Class Members were not properly paid for all wages earned and owed to
8 them by Defendants, including at the overtime rate of pay for working more than eight (8) hours in
9 any given day and/or more than forty (40) hours in any given week. As a result of Defendants'
10 unlawful policies and practices, Plaintiffs and Class Members worked overtime hours for which
11 they were not adequately and completely compensated. To the extent applicable, Defendants also
12 failed to pay Plaintiffs and Class Members at an overtime rate of 1.5 times the regular rate for the
13 first eight hours of the seventh consecutive work day in a week and overtime payments at the rate
14 of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as
15 required under the Labor Code and applicable IWC Wage Orders.

16 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
18 Members at least minimum wages for all hours worked, as required by California Law.

19 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
20 continuing to the present, Defendants had a consistent policy or practice of failing to pay
21 Employees overtime compensation at the correct overtime rates for all hours worked in excess of
22 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
23 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
24 sections of IWC Wage Orders.

25 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
26 continuing to the present, Defendants have regularly required Class Members to work shifts in
27 excess of five (5) hours without providing them with timely, duty-free meal periods of not less
28 than thirty (30) minutes and shifts in excess of ten (10) hours without providing them with second

1 meal periods of not less than thirty minutes; nor did Defendants pay Class Members “premium
2 pay,” i.e. one hour of wages at each Class Member’s effective regular rate of pay, for each meal
3 period that Defendants failed to provide or was deficient.

4 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have consistently failed to provide Class Members with duty-free paid rest
6 breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive
7 hours; nor did Defendant pay Class Members premium pay for each day on which requisite rest
8 breaks were not provided or were deficiently provided at one hour of wages at each Employee’s
9 effective regular rate of pay, for each rest period that Defendants failed to provide or was
10 deficient.

11 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
12 continuing to the present, Defendants have consistently failed to provide Class Members with
13 timely, accurate, and itemized wage statements, in writing, as required by California wage-and-
14 hour laws.

15 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have failed to reimburse Class Members for expenses necessarily incurred in
17 the performance of their job duties for Defendants including, but not limited to, the cost of
18 snowboarding gear, such as a snowboard, boots, bindings, and waterproof apparel, and its
19 maintenance, personal cell phone usage, work from home expenses including personal computer
20 and home internet usage and tools, including power tools, which were necessary to perform their
21 duties under Defendants’ employ in violation of Labor Code § 2802.

22 24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to keep accurate time and wage
24 records as required by California wage-and-hour laws.

25 25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
26 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
27 Class Members at the time of their termination or within seventy-two (72) hours of their
28 resignation, as required by California wage-and-hour laws.

26. In light of the foregoing, Plaintiffs bring this action pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802.

27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Class Members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

28. Plaintiffs bring this class action on behalf of themselves and all other Class Members pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined above and as follows: all current and former employees employed by Defendants in California, at any time within four (4) years of the filing of this lawsuit.

29. Further, Plaintiffs seek to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class Members who were not paid at least the applicable minimum wage for all hours worked for Defendants.

b. Subclass 2. Wages and Overtime Subclass. All Class Members who were not compensated for all hours worked for Defendants at the required rates of pay, including at the correct overtime rate for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class Members who were subject to Defendants' policy and/or practice of failing to authorize and permit uninterrupted, duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the employee's regular rate of pay in lieu thereof.

e. Subclass 5. Vacation Wages Subclass. All Class Members who were not timely paid all vested vacation pay upon termination.

1 f. Subclass 6. Sick Pay Subclass. All Class Members who were not provided 24 hours
2 of accrued sick leave or paid time off by the 120th calendar day of employment or no less than 40
3 hours of accrued sick leave or paid time off by the 200th calendar day of employment.

4 g. Subclass 7. Payroll Records Subclass. All Class Members who were subject to
5 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
6 by California wage-and-hour laws.

7 h. Subclass 8. Wage Statement Subclass. All Class Members who, within the
8 applicable limitations period, were not provided with accurate itemized wage statements.

9 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures Subclass.
10 All Class Members who were subject to Defendants failing to reimburse expenses necessarily
11 incurred in the performance of the employee's job duties for Defendants.

12 j. Subclass 10. Termination Pay Subclass. All Class Members who, within the
13 applicable limitations period, either voluntarily or involuntarily separated from their employment
14 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
15 termination.

16 k. Subclass 11. UCL Subclass. All Class Members who are owed restitution as a
17 result of Defendants' business acts and practices, to the extent such acts and practices are found to
18 be unlawful and/or unfair.

19 30. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
20 modify the Class description with greater particularity or further division into subclasses or
21 limitation to particular issues.

22 31. This action has been brought and may properly be maintained as a class action
23 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
24 of interest in litigation and proposed class is easily ascertainable.

25 **A. Numerosity**

26 32. The potential members of the Class as defined are so numerous that joinder of all
27 members is impracticable. While the precise number of Class Members has not been determined at
28 this time, Plaintiffs are informed and believe that Defendants employ or, during the relevant time

1 period , employed more than 100 individuals within the State of California.

2 33. Accounting for employee turnover during the relevant time period increases this
3 number substantially. Plaintiffs allege that Defendants' employment records will provide
4 information as to the number and location of all Class Members.

5 **B. Commonality**

6 34. There are questions of law and fact common to the Class that predominate over any
7 questions affecting only individual Class Members. These common questions of law and fact
8 include:

- 9 a. Whether Defendants failed to pay Class Members minimum wages;
- 10 b. Whether Defendants failed to pay Class Members wages for all hours worked;
- 11 c. Whether Defendants failed to pay Class Members overtime as required under Labor
12 Code § 510;
- 13 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
14 IWC Wage Orders, by failing to provide Class Members with requisite meal
15 periods or premium pay in lieu thereof;
- 16 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
17 Orders, by failing to provide Class Members with requisite rest breaks or premium
18 pay in lieu thereof;
- 19 f. Whether Defendants failed to pay Class Members vacation wages as required under
20 Labor Code § 227.3;
- 21 g. Whether Defendants failed to pay Class Members sick pay as required under Labor
22 Code § 245;
- 23 h. Whether Defendants violated Labor Code § 226(a);
- 24 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 25 j. Whether Defendants failed to reimburse Class Members for necessary business
26 expenses;
- 27 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
28 Class Members all wages and compensation due and owing at the time of

1 termination of employment;

2 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

3 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

4 n. Whether Employees are entitled to equitable relief pursuant to Business and

5 Professions Code § 17200 *et seq.*

6 **C. Typicality**

7 35. The claims of the named Plaintiffs are typical of those of the other Class Members.

8 Class Members all sustained injuries and damages arising out of and caused by Defendants’

9 common course of conduct in violation of statutes, as well as regulations that have the force and

10 effect of law, as alleged herein.

11 **D. Adequacy of Representation**

12 36. Plaintiffs will fairly and adequately represent and protect the interest of Class

13 Members. Counsel who represents Class Members are experienced and competent in litigating

14 employment class actions.

15 **E. Superiority of Class Action**

16 37. A class action is superior to other available means for the fair and efficient

17 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and

18 questions of law and fact common to all Class Members predominate over any questions affecting

19 only individual Class Members. Each Class Member has been damaged and is entitled to recovery

20 by reason of Defendants’ illegal policies or practices of failing to compensate Class Members

21 properly.

22 38. Class action treatment will allow those persons similarly situated to litigate their

23 claims in the manner that is most efficient and economical for the parties and the judicial system.

24 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY MINIMUM WAGES**

27 **(Against All Defendants)**

28 39. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 40. Defendants failed to pay Class Members at least minimum wages for all hours
3 worked. Defendants had a consistent policy of misstating Class Members' time records and
4 failing to pay Class Members for all hours worked. Class Members would work hours and not
5 receive wages, including as alleged above in connection with working during meal breaks and
6 working pre-shift and post-shift without compensation (1) reviewing communications and other
7 event information from managers or third parties pre-shift; (2) breaking down tables, tents, audio
8 equipment, and otherwise cleaning up after events post-shift; (3) dropping off other employees
9 post-shift; and (4) ordering supplies and cleaning post-shift. Plaintiffs and Class Members also
10 worked without compensation by receiving and responding to work-related calls and text
11 messages while off-the-clock. Additionally, Defendants had a consistent policy of failing to pay
12 Class Members for hours worked during alleged meal periods that were missed, short, late, or
13 interrupted, as also addressed herein. Moreover, Defendants did not pay Plaintiffs and Class
14 Members at least the applicable minimum wage for all hours worked. Defendants' uniform
15 pattern of unlawful wage and hour practices manifested, without limitation, applicable to the
16 Class as a whole, as a result of implementing a uniform policy and practice that denied accurate
17 compensation to Plaintiffs and the other Class Members as to minimum wage pay.

18 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
19 states:

20 The minimum wage for employees fixed by the commission is the
21 minimum wage to be paid to employees, and the payment of a less
22 wage than the minimum so fixed is unlawful.

23 42. The Wage Orders authorize the applicable minimum wages for work performed
24 during the relevant period. Pursuant to the Wage Orders, employees are therefore entitled to
25 double the minimum wage during the relevant period.

26 43. The minimum wage provisions of California Labor Code are enforceable by private
27 civil action pursuant to California Labor Code § 1194(a) which states:

28 Notwithstanding any agreement to work for a lesser wage, any
 employee receiving less than the legal minimum wage or the legal
 overtime compensation applicable to the employee is entitled to
 recover in a civil action the unpaid balance of the full amount of this

1 minimum wage or overtime compensation, including interest
2 thereon, reasonable attorney's fees and costs of suit.

3 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
4 incorporates the applicable IWC Wage Order.

5 45. California Labor Code § 1194.2 also provides for the following remedies:

6 In any action under Section 1194 . . . to recover wages because of
7 the payment of a wage less than the minimum wages fixed by an
8 order of the commission, an employee shall be entitled to recover
9 liquidated damages in an amount equal to the wages unlawfully
10 unpaid and interest thereon.

11 46. Defendants have the ability to pay at least minimum wages for all time worked and
12 have willfully refused to pay such wages with the intent to secure for Defendants a discount upon
13 this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Class
14 Members.

15 47. Wherefore, Class Members are entitled to recover the unpaid minimum wages
16 (including double minimum wages), liquidated damages in an amount equal to the minimum
17 wages unlawfully unpaid, interest thereon, and reasonable attorney's fees and costs of suit
18 pursuant to California Labor Code § 1194(a).

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

21 **(Against All Defendants)**

22 48. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 49. By their conduct, as set forth herein, Defendants violated California Labor Code §
25 510 (and the relevant Wage Orders) by failing to pay Class Members: (a) one and one-half times
26 their regular rates of pay for hours worked in excess of eight (8) hours in a workday or in excess
27 of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of
28 work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of
twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any
seventh day of work in a workweek. Defendants had a consistent policy of not paying Class

1 Members wages for all hours worked, including time off the clock working pre-shift and post-
2 shift without compensation (1) reviewing communications and other event information from
3 managers or third parties pre-shift; (2) breaking down tables, tents, audio equipment, and
4 otherwise cleaning up after events post-shift; (3) dropping off other employees post-shift; (4)
5 ordering supplies and cleaning post-shift; and (5) receiving and responding to work-related calls
6 and text messages while off-the-clock. The uncompensated time also included the time Class
7 Members worked off-the-clock during meal periods. Class Members regularly worked over 8
8 hours on a given day without receiving overtime compensation.

9 50. Defendants' failure to pay compensation in a timely fashion also constituted a
10 violation of California Labor Code § 204, which requires that all wages shall be paid
11 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
12 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
13 and overtime compensation earned by Class Members. Each such failure to make a timely
14 payment of compensation to Class Members constitutes a separate violation of California Labor
15 Code § 204.

16 51. Class Members have been damaged by these violations of California Labor Code
17 §§ 204 and 510 (and the relevant Wage Orders).

18 52. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
19 relevant Wage Orders), Defendants are liable to Class Members for the full amount of all their
20 unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and
21 costs.

22 **THIRD CAUSE OF ACTION**

23 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

24 **(Against All Defendants)**

25 53. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
26 full herein.

27 54. Class Members regularly worked shifts greater than five (5) hours and greater than
28 ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of

1 more than five (5) hours without providing him or her with a meal period of not less than thirty
2 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
3 meal period of not less than thirty (30) minutes.

4 55. Defendants failed to provide Class Members with timely, off-duty meal periods as
5 required under the Labor Code. Class Members were required to take meal periods after working
6 well beyond the five (5) hour shifts or had to work through their meal periods. What meal periods
7 were provided were also not duty-free due to Defendants' policy and practice requiring Class
8 Members to keep their radios on during meal periods. This also resulted in meal periods being
9 interrupted. Furthermore, Class Members were regularly required to work for more than 10 hours
10 in a given shift without receiving a second uninterrupted thirty (30) minute meal period as
11 required by law.

12 56. Moreover, Defendants failed to compensate Class Members for each meal period
13 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
14 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
15 employee a meal period in accordance with this section, the employer shall pay the employee one
16 hour of pay at the employee's regular rate of compensation for each workday that the meal period
17 is not provided. Defendants failed to compensate Class Members for each meal period that was not
18 provided or was inadequate, as required under Labor Code § 226.7 and paragraphs 11 and 20 of
19 the applicable IWC Wage Order.

20 57. Therefore, pursuant to Labor Code § 226.7, Class Members are entitled to damages
21 in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
22 period not provided or deficiently provided, a sum to be proven at trial.

23 **FOURTH CAUSE OF ACTION**

24 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

26 58. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 59. Class Members consistently worked consecutive four (4) hour shifts. Pursuant to

1 the Labor Code and the applicable IWC Wage Order, Class Members were entitled to paid rest
2 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

3 60. Defendants failed to provide Class Members with uninterrupted and duty-free rest
4 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Specifically,
5 Defendants' had a policy and practice requiring Class Members to keep their radios on during rest
6 breaks resulting in on-duty and interrupted rest periods. In addition, Defendants failed to provide a
7 second rest break on shifts of eight (8) hours.

8 61. Moreover, Defendants failed to compensate Class Members for each rest period
9 that was not provided or was inadequate, as required under Labor Code § 226.7 and the applicable
10 IWC Wage Orders, which provide that, if an employer fails to provide an employee a rest period
11 in accordance with this section, the employer shall pay the employee one hour of pay at the
12 employee's regular rate of compensation for each workday that the rest period is not provided.
13 Defendants failed to compensate Class Members for each rest period not provided or inadequately
14 provided, as required under Labor Code § 226.7 and the applicable IWC Wage Order.

15 62. Therefore, pursuant to Labor Code § 226.7, Class Members are entitled to damages
16 in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
17 worked without the required rest breaks, a sum to be proven at trial.

18 **FIFTH CAUSE OF ACTION**
19 **FAILURE TO PAY VACATION WAGES**
20 **(Against All Defendants)**

21 63. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
22 full herein.

23 64. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
24 employment policy provides for paid vacation and an employee is terminated without having
25 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
26 in accordance with said contract of employment or policy respecting eligibility or time served.

27 65. Defendants failed to pay all vested vacation to former Class Members upon their
28 termination in violation of Labor Code § 227.3.

1 66. Therefore, Plaintiffs and Class Members seek to recover penalties pursuant to
2 Labor Code § 227.3.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

5 **(Against All Defendants)**

6 67. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 68. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
9 to Class Members, including at the amount, terms, and rate of compensation set forth in said law.
10 At times relevant, Defendants have failed to satisfy the accrual requirements under California
11 Labor Code § 246(b)(2)-(4).

12 69. Therefore, Plaintiffs and Class Members seek to recover penalties pursuant to
13 Labor Code §§ 245 *et seq.* and 246.

14 **SEVENTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

16 **IN VIOLATION OF LABOR CODE § 2802**

17 **(Against All Defendants)**

18 70. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
19 full herein.

20 71. Under Labor Code § 2802(a) an employer must indemnify its employees for all
21 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
22 of his or her duties, or of his or her obedience to the directions of the employer.

23 72. Class Members incurred necessary expenditures in the performance of their job
24 duties for Defendants, namely the cost of snowboarding gear, such as a snowboard, boots,
25 bindings, and waterproof apparel, and its maintenance; personal cell phone usage; work from
26 home expenses, including personal computer and home internet usage, and power tools which
27 were necessary to perform their duties under Defendants' employ. From four (4) years prior to the
28 original filing of this lawsuit and continuing to the present, Defendants consistently failed to

1 reimburse Class Members for these necessarily incurred business expenses.

2 73. As a result of the unlawful acts of Defendants, Class Members have been deprived
3 of reimbursement in amounts to be determined at trial; they are entitled to recovery of such
4 amounts, plus interest and penalties thereon, attorneys' fees, and costs.

5 **EIGHTH CAUSE OF ACTION**
6 **VIOLATION OF LABOR CODE § 226(a)**
7 **(Against All Defendants)**

8 74. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 75. California Labor Code § 226(a) requires an employer to furnish each of his or her
11 employees with an accurate, itemized statement in writing showing the gross and net earnings,
12 total hours worked, and the corresponding number of hours worked at each hourly rate; these
13 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
14 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
15 statements may be given to the employee separately from the payment of wages; in either case the
16 employer must give the employee these statements twice a month or each time wages are paid.

17 76. Defendants failed to provide Class Members with accurate itemized wage
18 statements in writing, as required by the Labor Code. Specifically, the wage statements given to
19 Class Members by Defendants failed to accurately account for wages, overtime, and premium pay
20 for missed or deficient meal periods and rest breaks, all of which Defendants knew or reasonably
21 should have known were owed to Class Members, as alleged hereinabove. Moreover, Class
22 Members' wage statements did not include the total hours worked in violation of Labor Code §
23 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each such rate in violation of Labor Code
25 § 226(a)(9). The wage statements provided to Class Members were confusing and required Class
26 Members to engage in discovery and refer to outside sources to verify whether their pay was
27 correct and potentially resulting in a miscalculation by Class Members.

28 77. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),

1 Class Members suffered injuries, including among other things confusion over whether they
2 received all wages owed them, the difficulty and expense involved in reconstructing pay records,
3 and forcing them to make mathematical computations to analyze whether the wages paid in fact
4 compensated them correctly for all hours worked.

5 78. Pursuant to Labor Code §§ 226(a) and 226(e), Class Members are entitled to
6 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
7 violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
8 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
9 award of costs and reasonable attorneys' fees.

10 79. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
11 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
12 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
13 employee for each pay period.

14 80. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
15 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
16 shown according to proof.

17 **NINTH CAUSE OF ACTION**
18 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
19 **and 1174.5**
20 **(Against All Defendants)**

21 81. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
22 full herein.

23 82. California Labor Code § 1174 requires that all employers shall keep accurate time
24 and wage records for all employees. California Labor Code § 1174.5 further requires that any
25 employee suffering injury due to a willful violation of the aforementioned obligations may seek
26 damages, including civil penalties, from the employer.

27 83. During the course of Plaintiffs' and Class Members' employment, Defendants
28 consistently failed to maintain accurate time and wage records for Plaintiffs and Class Members as

1 required by California Labor Code § 1174 by failing to pay Plaintiffs and Class Members proper
2 wages, overtime, and premium pay as discussed above.

3 84. Defendants are also required by the California Labor Code § 1198 and the
4 applicable Wage Order to maintain a tracking system that accurately records the times at which
5 Class Members work.

6 85. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
7 knew wages to be due but failed to pay them.

8 86. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code including §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

10 **TENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 87. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 88. Numerous Class Members are no longer employed by Defendants; they either quit
16 Defendants' employ or were fired therefrom.

17 89. Defendants failed to pay these Class Members all wages due and certain at the time
18 of termination or within seventy-two (72) hours of resignation.

19 90. The wages withheld from these Class Members by Defendants remained due and
20 owing for more than thirty (30) days from the date of separation of employment.

21 91. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
22 knew wages to be due but failed to pay them; this violation entitles these Class Members to
23 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
24 paid for up to thirty (30) days from the date they were due.

25 **ELEVENTH CAUSE OF ACTION**
26 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
27 **(Against All Defendants)**

28 92. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 93. Plaintiffs, on behalf of themselves, Class Members, and the general public, bring
3 this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
4 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
5 Members and the general public. Plaintiffs seek to enforce important rights affecting the public
6 interest within the meaning of Code of Civil Procedure § 1021.5.

7 94. Plaintiffs are “person(s)” within the meaning of Business & Professions Code
8 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
9 relief, restitution, and other appropriate equitable relief.

10 95. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
11 business practices.

12 96. Wage-and-hour laws express fundamental public policies. Paying employees their
13 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
14 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
15 to enforce minimum labor standards, to ensure that employees are not required or permitted to
16 work under substandard and unlawful conditions, and to protect law-abiding employers and their
17 employees from competitors who lower costs to themselves by failing to comply with minimum
18 labor standards.

19 97. Defendants have violated statutes and public policies. Through the conduct alleged
20 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
21 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
22 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiffs,
23 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
24 guaranteed to all employees under the law.

25 98. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
26 violation of the Business & Professions Code § 17200 *et seq.*

27 99. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
28 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable

1 care should have known that their conduct was unlawful; therefore their conduct violates the
2 Business & Professions Code § 17200 *et seq.*

3 100. As a proximate result of the above-mentioned acts of Defendants, Employees have
4 been damaged, in a sum to be proven at trial.

5 101. Unless restrained by this Court, Defendants will continue to engage in such
6 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
7 should make such orders or judgments, including the appointment of a receiver, as may be
8 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
9 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
10 disgorgement of such profits as may be necessary to restore to Class Members the money
11 Defendants have unlawfully failed to pay.

12 **TWELFTH CAUSE OF ACTION**

13 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

14 **(Against All Defendants)**

15 102. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 103. Plaintiffs are aggrieved employees as defined under Labor Code § 2699(c) in that
18 they suffered the violations alleged in this Complaint and were employed by the alleged violators,
19 Defendants.

20 104. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants'
21 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
22 penalty provisions, without limitation, based on the following California Labor Code sections:
23 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
24 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et seq.*, and
25 2802.

26 105. The penalties shall be allocated as follows: 65% to the Labor and Workforce
27 Development Agency (LWDA) and 35% to the affected employee.

28 106. Employees also seek any and all penalties and remedies set forth in Labor Code §

1 558, which states:

2 (a) Any employer or other person acting on behalf of an employer who violates,
3 or causes to be violated, a section of this chapter or any provision regulating hours
4 and days of work in any order of the Industrial Welfare Commission shall be subject
5 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
6 underpaid employee for each pay period for which the employee was underpaid in
7 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
8 violation, one hundred dollars (\$100) for each underpaid employee for each pay
9 period for which the employee was underpaid in addition to an amount sufficient to
10 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
11 to the affected employee.

12 (b) If upon inspection or investigation the Labor Commissioner determines that
13 a person had paid or caused to be paid a wage for overtime work in violation of any
14 provision of this chapter, or any provision regulating hours and days of work in any
15 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
16 citation. The procedures for issuing, contesting, and enforcing judgments for
17 citations or civil penalties issued by the Labor Commissioner for a violation of this
18 chapter shall be the same as those set out in Section 1197.1.

19 (c) The civil penalties provided for in this section are in addition to any other
20 civil or criminal penalty provided by law.

21 107. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
23 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
24 for each violation in a subsequent citation, for which the employer fails to provide the employee a
25 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
26 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

27 108. On April 17, 2025, Plaintiff Nobles timely submitted notice to the LWDA and to
28 Defendants of the violations alleged herein pursuant to PAGA. The LWDA did not provide notice
of an intent to investigate the alleged violations within the statutory 65-day waiting period.
Plaintiff Nobles has thus exhausted her administrative remedies as required.

109. Plaintiff Kristyna Young has exhausted her administrative remedy by sending a
certified letter to the LWDA and Defendants postmarked on April 21, 2025. Plaintiff Michael
Delarm has exhausted his administrative remedy by sending a certified letter to the LWDA and
Defendants postmarked on December 2, 2025. The LWDA did not provide notice of its intent to

investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Class Members and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the Class Members' regular rate of pay for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Class Members for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;
7. For penalties pursuant to Labor Code § 226.3, as may be proven;
8. For penalties pursuant to Labor Code § 203 for all Class Members who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
9. For penalties pursuant to Labor Code § 227.3, as may be proven;
10. For penalties pursuant to Labor Code §§ 245 *et seq.*, and 246;
11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
12. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
14. For compensatory damages in the amount of all previously unreimbursed business

1 expenditures necessarily incurred by Class Members in the discharge of their job duties for
2 Defendants from four (4) years prior to the original filing of this action, as may be proven;

3 15. For an order enjoining Defendants and their agents, servants, and employees, and
4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
5 duties adumbrated in this Complaint;

6 16. For all general, special, and incidental damages as may be proven;

7 17. For an award of pre-judgment and post-judgment interest;

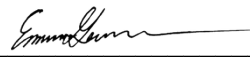
8 18. For an award providing for the payment of the costs of this suit;

9 19. For an award of attorneys' fees; and

10 20. For such other and further relief as this Court may deem proper and just.

11
12 DATED: August 6, 2026

D.LAW, INC.

13
14 By 
15 Roman Shkodnik
16 Emma Geesaman
17 Attorneys for Plaintiffs

18 DATED: August 6, 2026

WILSHIRE LAW FIRM

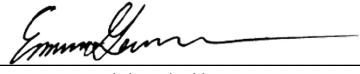
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20 By /s/ Rachel Vinson
21 Thiago Coelho
22 Rachel Vinson
23 Attorneys for Plaintiffs
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demands trial of their claims by jury to the extent authorized by law.

DATED: August 6, 2026

D.LAW, INC.

By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiffs

DATED: August 6, 2026

WILSHIRE LAW FIRM

By /s/ Rachel Vinson
Thiago Coelho
Rachel Vinson

Attorneys for Plaintiffs

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 250 N Madison Avenue, 2nd Floor Pasadena, CA 91101.

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Tiffany Brosnan (SBN 184810)
tbrosnan@swlaw.com
Anne Dwyer (SBN 288216)
adwyer@swlaw.com
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600 Anton Boulevard, Suite 1400
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VIA MAIL: I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, 2nd Floor Pasadena, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

Executed on August 6, 2026, at Pasadena, California.

Akiko Iwata
Akiko Iwata