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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

AUBREY THOMAS, individually and on
behalf of all others similarly situated and in her
representative capacity,

Plaintiff,

v.

SABREEN AT 68444 PEREZ ROAD, INC, a
California corporation, ABDUL SHAWKAT,
an individual, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CVRI2504074
[Hon. Harold W. Hopp, Dept. 1]

FIRST AMENDED COMPLAINT

- (1) Failure to Pay Overtime and Minimum Wages (Cal. Lab. Code §§ 1194, 1197, 1198);
- (2) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
- (3) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
- (4) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
- (5) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
- (6) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and
- (7) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).
- (8) Penalties Pursuant to Private Attorneys General Act of 2004

Complaint Filed: July 21, 2025
Trial Date: None Set

1 Plaintiff Aubrey Thomas (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION**

5 1. Plaintiff brings this action against Defendants Sabreen at 68444 Perez Road, Inc.
6 d/b/a Desert Showgirls (“Sabreen”), Abdul Shawkat, an individual, and DOES 1 through 10
7 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and
8 unfair business practices stemming from Defendants’ failure to pay for all hours worked
9 (overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to timely pay final wages, failure to furnish accurate wage statements, and failure to
11 indemnify employees for expenditures.

12 2. Plaintiff brings the First through Seventh Causes of Action individually and as a
13 class action on behalf of herself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendant in California as an hourly-paid or non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Plaintiff, as proxy for the State of California, also brings this action pursuant to
19 the California Private Attorneys General Act, Labor Code sections 2698 et seq. (“PAGA”) to
20 recover civil penalties (65% payable to the Labor Workforce Development Agency and 35%
21 payable to aggrieved employees). Plaintiff seeks to represent all aggrieved employees who
22 suffered one or more violations of the applicable Labor Code.

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including Riverside County. As such and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
26 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
27 Commission (“IWC”), and the California Business & Professions Code.

28 5. Despite these requirements, throughout the statutory period, Defendants

maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failing to pay employees all overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates; and
- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,
- (f) Failing to indemnify employees for expenditures incurred in direct discharge of duties of employment;

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine

1 of “respondeat superior.”

2 **THE PARTIES**

3 8. At all times relevant, Plaintiff was employed by Defendants in Riverside County,
4 California as an hourly-paid, non-exempt employee.

5 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
6 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to applicable law.

7 10. This Court has jurisdiction over Plaintiff’s claims for civil penalties pursuant to
8 PAGA.

9 11. Plaintiff is informed and believes, and based upon that information and belief
10 alleges, that Defendant Sabreen at 68444 Perez Road, Inc. is, and at all times herein mentioned,
11 was:

12 (a) A business entity qualified to do business and actually conducting business
13 in numerous counties throughout the State of California, including in
14 Riverside County; and,

15 (b) The former employer of Plaintiff and the current and/or former employer of
16 the putative Class because Defendant suffered and permitted Plaintiff and
17 the Class to work, and/or controlled their wages, hours, or working
18 conditions.

19 12. Plaintiff is further informed and believes that Defendant Abdul Shawkat is, and
20 at all relevant times was, an individual residing in California who served as an owner, officer,
21 and/or managing agent of Defendant Sabreen. Plaintiff alleges that Mr. Shawkat exercised
22 control over compensation practices, timekeeping, scheduling, and break policies, and that he
23 personally acted on behalf of the employer. On information and belief, Mr. Shawkat knew or
24 should have known of the Labor Code violations described herein, failed to take corrective
25 action, and is therefore jointly and severally liable pursuant to Labor Code § 558.1.

26 13. Plaintiff does not know the true names or capacities of the persons or entities sued
27 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
28 of the Doe Defendants was in some manner legally responsible for the damages suffered by

1 Plaintiff and the Class as alleged herein. Plaintiff alleges that one or more of the Doe Defendants
2 include individuals who personally participated in or caused violations of the Labor Code within
3 the meaning of Labor Code § 558.1, including but not limited to Defendant Abdul Shawkat.
4 Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants
5 when they have been ascertained, together with appropriate charging allegations, as may be
6 necessary.

7 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
9 and/or injured a significant number of the Plaintiff and the Class in the State of California.

10 15. Plaintiff is informed and believes and thereon alleges that at all relevant times
11 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
12 the other employees described in the class definitions below, and exercised control over their
13 wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges
14 that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer,
15 director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest
16 and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
17 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to
18 some or all of the other Defendants so as to be liable for their conduct with respect to the matters
19 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted
20 pursuant to and within the scope of the relationships alleged above, that each Defendant knew or
21 should have known about, and authorized, ratified, adopted, approved, controlled, aided and
22 abetted the conduct of all other Defendants.

23 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 16. Plaintiff worked for Defendants in Riverside County, California as an hourly-
25 paid, non-exempt employee. During Plaintiff's employment for Defendants, Defendants paid
26 Plaintiff an hourly wage and classified her as non-exempt from overtime. Plaintiff's employment
27 for Defendants was not covered by any collective bargaining agreement.

28 17. Moreover, throughout Plaintiff's employment, Defendants failed to pay for all

1 hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff
2 with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods,
3 failed to timely pay all final wages to Plaintiff when Defendants terminated her employment, and
4 failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for
5 expenditures. As discussed below, Plaintiff's experience working for Defendants was typical
6 and illustrative.

7 18. Throughout the statutory period, Defendants maintained and enforced a uniform
8 policy and practice of failing to pay Plaintiff and the Class for all hours worked—including
9 regular hours, overtime hours, and hours compensable at the minimum wage rate—in violation
10 of California law. Defendants required Plaintiff and the Class to work "off-the-clock",
11 uncompensated, by, for example, requiring Plaintiff and the Class to continue working during
12 unpaid meal periods and by requiring Plaintiff and the Class to work before clocking in and after
13 clocking out for the workday. Some of this unpaid work should have been paid at the overtime
14 rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records
15 of the hours Plaintiff and the Class worked.

16 19. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
17 and the Class with legally compliant meal periods. Defendants regularly, but not always,
18 required Plaintiff and the Class to work in excess of five consecutive hours a day without
19 providing a 30-minute, uninterrupted, and duty-free meal period for every six hours of work, or
20 without compensating Plaintiff and the Class for meal periods that were not provided by the end
21 of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control
22 over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work tasks
23 which could not be completed without working in lieu of taking mandatory meal periods, or by
24 denying Plaintiff and the Class permission to take a meal period. Accordingly, Defendants'
25 policy and practice was not to provide meal periods to Plaintiff and the Class in compliance with
26 California law.

27 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
28 and permit Plaintiff and the Class to take legally compliant rest periods. Defendants regularly

1 required Plaintiff and the Class to work in excess of four consecutive hours a day without
2 Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest
3 period for every four hours of work (or major fraction of four hours), or without compensating
4 Plaintiff and the Class for rest periods that were not authorized or permitted. Instead, Defendants
5 continued to assert control over Plaintiff and the Class by requiring, pressuring, or encouraging
6 them to perform work tasks which could not be completed without working in lieu of taking
7 mandatory rest periods, or by denying Plaintiff and the Class permission to take a rest period.
8 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the
9 Class to take rest periods in compliance with California law.

10 21. Throughout the statutory period, Defendants willfully failed and refused to timely
11 pay Plaintiff and the Class all final wages due at their termination of employment. In addition,
12 Plaintiff's final paychecks did not include payment for all expenditures, minimum wages,
13 straight time wages, overtime wages, meal period premium wages, and rest period premium
14 wages owed to her by Defendants at the conclusion of her employment. On information and
15 belief, Defendants' failure to timely pay Plaintiff's final wages when her employment terminated
16 was not a single, isolated incident, but was instead consistent with Defendants' policy and
17 practice that applied to Plaintiff and the Class.

18 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
19 Class with accurate, itemized wage statements showing all applicable hourly rates, all overtime
20 hourly rates, and all gross and net wages earned (including correct hours worked, correct wages
21 for meal periods that were not provided in accordance with California law, and correct wages for
22 rest periods that were not authorized and permitted to take in accordance with California law).
23 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class
24 suffered injury because, among other things:

25 (a) the violations led them to believe that they were not entitled to be paid
26 minimum, straight time, overtime, meal period premium, and rest period premium
27 wages, even though they were entitled;

28 (b) the violations led them to believe that they had been paid the minimum,

1 straight time, overtime, meal period premium, and rest period premium wages,
2 even though they had not been;

3 (c) the violations led them to believe they were not entitled to be paid
4 minimum, straight time, overtime, meal period premium, and rest period premium
5 wages at the correct California rate even though they were entitled;

6 (d) the violations led them to believe they had been paid minimum, straight
7 time, overtime, meal period premium, and rest period premium wages at the
8 correct California rate even though they had not been;

9 (e) the violations hindered them from determining the amounts of minimum,
10 straight time, overtime, meal period premium, and rest period premium wages
11 owed to them;

12 (f) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have to
14 perform mathematical computations to determine the amounts of wages owed to
15 them, computations they would not have to make if the wage statements contained
16 the required accurate information;

17 (g) by understating the wages truly due to them, the violations caused them to
18 lose entitlement and/or accrual of the full amount of Social Security, disability,
19 unemployment, and other governmental benefits;

20 (h) the wage statements inaccurately understated the wages, hours, and wage
21 rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class
22 were paid less than the wages and wage rates to which they were entitled.

23 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code
24 § 226(e) and injunctive relief under California Labor Code § 226(h).

25 23. Throughout the statutory period, Defendants have wrongfully required Plaintiff
26 and the Class to pay expenses that they incurred in direct discharge of their duties for Defendants.
27 Plaintiff and the Class regularly paid out-of-pocket for necessary employment-related expenses,
28 including, without limitation, cell phone expenses.

1 24. Plaintiff and the Class incurred substantial expenses as a direct result of
2 performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the
3 Class for these employment-related expenses.

4 **PAGA ALLEGATIONS**

5 25. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
6 (“PAGA”), California Labor Code § 2698 et seq. on a representative basis. All current and
7 former non-exempt employees who suffered one or more violations below are the aggrieved
8 employees.

9 **CLASS ACTION ALLEGATIONS**

10 26. Plaintiff brings certain claims individually, as well as on behalf of each and all
11 other persons similarly situated, and thus, seeks class certification under California Code of Civil
12 Procedure § 382.

13 27. All claims alleged herein arise under California law for which Plaintiff seeks
14 relief authorized by California law.

15 28. The proposed Class consists of and is defined as:

16 (a) **Wage Class:** All current and former non-exempt employees of
17 Defendants who were not covered by an applicable collective bargaining agreement at
18 the time of employment and who were employed as dancers in California who were not
19 paid at least the applicable minimum wage for one or more hours worked or who worked
20 in shifts of eight (8) or more hours during the four years preceding the filing of Plaintiff’s
21 Complaint through the date Notice is mailed to the members of this Class.

22 (b) **Break Premium Class:** All current and former non-exempt employees of
23 Defendants who were not covered by an applicable collective bargaining agreement at
24 the time of employment and who were employed as dancers in California who worked in
25 shifts of four (4) or more hours during the four years preceding the filing of Plaintiff’s
26 Complaint through the date Notice is mailed to the members of this Class.

27 (c) **Waiting Time Penalty Class:** Members of the Overtime Class and
28 members of the Break Premium Class whose employment by Defendants ended at any

1 time during the three years preceding the filing of Plaintiff's Complaint through the date
2 Notice is mailed to the members of this Class.

3 (d) **Wage Statement Class:** Members of the Overtime Class and members of
4 the Break Premium Class employed by Defendants at any time during the one-year period
5 preceding the filing of Plaintiff's Complaint through the date Notice is mailed to the
6 members of this Class.

7 29. At all material times, Plaintiff was a member of the Class.

8 30. Plaintiff undertook this concerted activity to improve the wages and working
9 conditions of all Class Members.

10 31. There is a well-defined community of interest in the litigation and the Class is
11 readily ascertainable:

12 (a) Numerosity: The members of the Class (and each subclass, if any) are so
13 numerous that joinder of all members would be unfeasible and impractical. The
14 membership of the entire Class is unknown to Plaintiff at this time; however, the Class is
15 estimated to be greater than one hundred (100) individuals and the identity of such
16 membership is readily ascertainable by inspection of Defendants' records.

17 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
18 interests of each Class Member with whom there is a shared, well-defined community of
19 interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members'
20 claims as demonstrated herein.

21 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the
22 interests of each Class Member with whom there is a shared, well-defined community of
23 interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with
24 or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class
25 counsel, are versed in the rules governing class action discovery, certification, and
26 settlement. Plaintiff has incurred, and throughout the duration of this action, will continue
27 to incur costs and attorneys' fees that have been, are, and will be necessarily expended
28 for the prosecution of this action for the substantial benefit of each class member.

1 (d) Superiority: A Class Action is superior to other available methods for the fair and
2 efficient adjudication of the controversy, including consideration of:

- 3 1) The interests of the members of the Class in individually controlling the
4 prosecution or defense of separate actions;
5 2) The extent and nature of any litigation concerning the controversy already
6 commenced by or against members of the Class;
7 3) The desirability or undesirability of concentrating the litigation of the
8 claims in the particular forum; and,
9 4) The difficulties likely to be encountered in the management of a class
10 action.

11 (e) Public Policy Considerations: The public policy of the State of California is to
12 resolve the California Labor Code claims of many employees through a class action.
13 Indeed, current employees are often afraid to assert their rights out of fear of direct or
14 indirect retaliation. Former employees are also fearful of bringing actions because they
15 believe their former employers might damage their future endeavors through negative
16 references and/or other means. Class actions provide the class members who are not
17 named in the complaint with a type of anonymity that allows for the vindication of their
18 rights at the same time as their privacy is protected.

19 32. There are common questions of law and fact as to the Class (and each subclass, if
20 any) that predominate over questions affecting only individual members, including without
21 limitation, whether, as alleged herein, Defendants have:

- 22 (a) Failed to pay Class Members for all hours worked, including overtime wages;
23 (b) Failed to provide meal periods and pay meal period premium wages to Class
24 Members;
25 (c) Failed to authorize and permit rest periods and pay rest period premium wages to
26 Class Members;
27 (d) Failed to provide Class Members with timely final wages;
28 (e) Failed to provide Class Members with accurate wage statements;

- 1 (f) Failed to indemnify Class Members for expenditures; and,
2 (g) Violated California Business & Professions Code §§ 17200 et. seq. as a result of
3 their illegal conduct as described above.

4 33. This Court should permit this action to be maintained as a class action pursuant
5 to California Code of Civil Procedure § 382 because:

- 6 (a) The questions of law and fact common to the Class predominate over any
7 question affecting only individual members;
- 8 (b) A class action is superior to any other available method for the fair and efficient
9 adjudication of the claims of the members of the Class;
- 10 (c) The members of the Class are so numerous that it is impractical to bring all
11 members of the class before the Court;
- 12 (d) Plaintiff, and the other members of the Class, will not be able to obtain effective
13 and economic legal redress unless the action is maintained as a class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and equitable
15 relief for the statutory violations, and in obtaining adequate compensation for the
16 damages and injuries for which Defendants are responsible in an amount
17 sufficient to adequately compensate the members of the Class for the injuries
18 sustained;
- 19 (f) Without class certification, the prosecution of separate actions by individual
20 members of the class would create a risk of:
- 21 1) Inconsistent or varying adjudications with respect to individual
22 members of the Class which would establish incompatible
23 standards of conduct for Defendants; and/or,
- 24 2) Adjudications with respect to the individual members which would,
25 as a practical matter, be dispositive of the interests of other
26 members not parties to the adjudications, or would substantially
27 impair or impede their ability to protect their interests, including
28 but not limited to the potential for exhausting the funds available

1 from those parties who are, or may be, responsible Defendants; and,
2 (g) Defendants have acted or refused to act on grounds generally applicable to the
3 Class, thereby making final injunctive relief appropriate with respect to the class
4 as a whole.

5 34. Plaintiff contemplates the eventual issuance of notice to the proposed members
6 of the Class that would set forth the subject and nature of the instant action. The Defendants'
7 own business records may be utilized for assistance in the preparation and issuance of the
8 contemplated notices. To the extent that any further notices may be required, Plaintiff
9 contemplates the use of additional techniques and forms commonly used in class actions, such
10 as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
11 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

12 **FIRST CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Pay Overtime and Minimum Wages)**

14 35. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
15 paragraphs alleged above.

16 36. California Labor Code § 510 provides that employees in California shall not be
17 employed more than eight (8) hours in any workday or forty (40) hours in any workweek unless
18 they receive overtime compensation at the rates specified by law.

19 37. California Labor Code §§ 1194 and 1198 provide that employees shall not be
20 employed more than the hours permitted under the applicable Industrial Welfare Commission
21 (IWC) Wage Order without receiving overtime compensation. Section 1198 also prohibits
22 employment under conditions that violate the Wage Orders.

23 38. California Labor Code § 1197 further provides that the minimum wage for
24 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of
25 a wage less than the minimum is unlawful.

26 39. At all times relevant hereto, Plaintiff and members of the Class regularly worked
27 more than eight (8) hours per day and/or more than forty (40) hours per week for Defendants
28 without receiving overtime compensation as required by California law.

1 40. Additionally, at various times during the statutory period, Defendants failed to
2 pay Plaintiff and members of the Class at least the applicable minimum wage for all hours
3 worked. This includes, but is not limited to, time spent performing off-the-clock work, time
4 improperly rounded away, and time worked during unpaid meal or rest breaks.

5 41. Defendants maintained and enforced a policy and practice of failing to
6 compensate Plaintiff and the Class for all hours worked, resulting in wages paid that fell below
7 the state or local minimum wage rates during certain pay periods.

8 42. As a result of Defendants' failure to pay overtime and minimum wages, Plaintiff
9 and the Class have suffered damages in amounts to be proven at trial but which exceed the
10 jurisdictional minimum of this Court.

11 43. By failing to maintain accurate time records as required under Labor Code §
12 1174(d), Defendants have made it difficult to calculate with precision the amount of overtime
13 and minimum wages owed to Plaintiff and the Class.

14 44. Plaintiff and the Class seek to recover unpaid minimum and overtime wages
15 according to proof, together with interest thereon, attorneys' fees, and costs pursuant to
16 California Labor Code § 1194(a), and any applicable statutory penalties.

17 45. California Labor Code § 204 and applicable Wage Orders require that employers
18 pay all wages, including minimum and overtime wages, on the established paydays. Defendants'
19 failure to timely and fully pay such wages also constitutes a violation of these provisions.

20 46. Plaintiff further alleges that Defendant Abdul Shawkat is personally liable under
21 Labor Code § 558.1 because he, as an owner and/or managing agent of Sabreen, caused or
22 permitted the failure to pay overtime and minimum wages and adopted or enforced unlawful
23 wage policies. Mr. Shawkat knew or should have known that Plaintiff and other employees were
24 not being compensated lawfully, and failed to take corrective action despite having the authority
25 and obligation to do so.

26 **SECOND CAUSE OF ACTION**

27 **(Against All Defendants for Failure to Provide Meal Periods)**

28 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein the

1 paragraphs alleged above.

2 48. At all relevant times, Plaintiff and the other members of the Break Premium Class
3 were employees of Defendants covered by Labor Code Section 226.7 and the applicable Wage
4 Orders, including Wage Order 12.

5 49. Under California law, Defendants have an affirmative obligation to relieve the
6 Plaintiff and the Break Premium Class of all duty in order to take their first daily meal periods
7 no later than the start of Plaintiff's and the Class' sixth hour of work in a workday, and to take
8 their second meal periods no later than the start of the eleventh hour of work in the workday.
9 California Labor Code §512, and Section 11 of the applicable Wage Orders require that an
10 employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period
11 worked. It is a violation of California Labor Code § 226.7 for an employer to require any
12 employee to work during any meal period mandated under any Wage Order.

13 50. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
14 and the Class with both meal periods as required by California law. By their failure to permit
15 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
16 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
17 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
18 Wage Orders.

19 51. Under California law, Plaintiff and the Class are entitled to be paid one hour of
20 additional wages for each workday he or she was not provided with all required meal period(s),
21 plus interest thereon.

22 52. Plaintiff further alleges that Defendant Abdul Shawkat is personally liable under
23 Labor Code § 558.1 because he, as an owner and/or managing agent of Defendant Sabreen,
24 caused or permitted the violations alleged in this cause of action and exercised control over the
25 relevant wage-and-hour policies.

26 **THIRD CAUSE OF ACTION**

27 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

28 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein the

1 paragraphs alleged above.

2 54. At all relevant times, Plaintiff and the other members of the Break Premium Class
3 were employees of Defendants covered by Labor Code Section 226.7 and the applicable Wage
4 Orders, including Wage Order 12.

5 55. Defendants are required by California law to authorize and permit breaks of ten
6 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than
7 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
8 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
9 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
10 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
11 itself a violation of California's rest break laws. It is a violation of California Labor Code §
12 226.7 for an employer to require any employee to work during any rest period mandated under
13 any Wage Order.

14 56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
15 Break Premium Class to take rest breaks, regardless of whether employees worked more than
16 four hours in a workday. By their failure to permit and authorize Plaintiff and the Break Premium
17 Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible
18 or impracticable to take these uninterrupted rest periods), Defendants willfully violated the
19 provisions of California Labor Code §226.7 and the applicable Wage Orders.

20 57. Under California law, Plaintiff and the Break Premium Class are entitled to be
21 paid one hour of premium wages rate for each workday he or she was not provided with all
22 required rest break(s), plus interest thereon.

23 58. Plaintiff further alleges that Defendant Abdul Shawkat is personally liable under
24 Labor Code § 558.1 because he, as an owner and/or managing agent of Defendant Sabreen,
25 caused or permitted the violations alleged in this cause of action and exercised control over the
26 relevant wage-and-hour policies.

27 **FOURTH CAUSE OF ACTION**

28 **(Against All Defendants for Failure to Pay Wages of**

Discharged Employees – Waiting Time Penalties)

59. Plaintiff incorporates by reference and re-alleges as if fully stated herein the paragraphs alleged above.

60. Plaintiff and the other members of the Waiting Time Penalty Class were employees of Defendants covered by Labor Code Sections 201.5 whose employment with Defendants ended during the relevant class period.

61. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

62. Within the applicable statute of limitations, the employment of many other members of the Waiting Time Penalty Class ended, i.e., was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Waiting Time Penalty Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

63. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

64. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

65. The Waiting Time Penalty Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay,

up to thirty (30) days maximum pursuant to California Labor Code § 203.

66. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Waiting Time Penalty Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

67. Plaintiff further alleges that Defendant Abdul Shawkat is personally liable under Labor Code § 558.1 because he, as an owner and/or managing agent of Defendant Sabreen, caused or permitted the violations alleged in this cause of action and exercised control over the relevant wage-and-hour policies.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein the paragraphs alleged above.

69. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

70. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Wage Statement Class, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages

1 earned.

2 71. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
3 and the Wage Statement Class have suffered injury and damage to their statutorily protected
4 rights.

5 72. Specifically, Plaintiff and the members of the Wage Statement Class have been
6 injured by Defendants' intentional violation of California Labor Code § 226(a) because they
7 were denied both their legal right to receive, and their protected interest in receiving, accurate,
8 itemized wage statements under California Labor Code § 226(a).

9 73. Calculation of the true wage entitlement for Plaintiff and the Wage Statement
10 Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Wage
11 Statement Class were also injured as a result of having to bring this action to attempt to obtain
12 correct wage information following Defendants' refusal to comply with many of the mandates
13 of California's Labor Code and related laws and regulations.

14 74. Plaintiff and the Wage Statement Class are entitled to recover from Defendants
15 the greater of their actual damages caused by Defendants' failure to comply with California
16 Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
17 employee.

18 75. Plaintiff and the Wage Statement Class are also entitled to injunctive relief, as
19 well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to
20 California Labor Code § 226(h).

21 76. Plaintiff further alleges that Defendant Abdul Shawkat is personally liable under
22 Labor Code § 558.1 because he, as an owner and/or managing agent of Defendant Sabreen,
23 caused or permitted the violations alleged in this cause of action and exercised control over the
24 relevant wage-and-hour policies.

25 **SIXTH CAUSE OF ACTION**

26 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

27 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
28 paragraphs alleged above.

1 78. As set forth above, Plaintiff and the Class were required to incur substantial
2 necessary expenditures and losses in direct consequence of the discharge of their duties or of
3 their obedience to directions of Defendants.

4 79. Defendants violated California Labor Code § 2802, by failing to pay and
5 indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct
6 consequence of the discharge of their duties or of their obedience to directions of Defendants.

7 80. As a result, Plaintiff and the Class were damaged at least in the amounts of the
8 expenses they paid, or which were deducted by Defendants from their wages.

9 81. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and
10 costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California
11 Labor Code § 2802(b).

12 82. Plaintiff further alleges that Defendant Abdul Shawkat is personally liable under
13 Labor Code § 558.1 because he, as an owner and/or managing agent of Defendant Sabreen,
14 caused or permitted the violations alleged in this cause of action and exercised control over the
15 relevant wage-and-hour policies.

16 **SEVENTH CAUSE OF ACTION**

17 **(Against All Defendants for Violation of California**

18 **Business & Professions Code §§ 17200, et seq.)**

19 83. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
20 paragraphs alleged above.

21 84. Defendants, and each of them, are "persons" as defined under California Business
22 & Professions Code § 17201.

23 85. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
24 unlawful, and harmful to Plaintiff, other members of the Classes, and to the general public.
25 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
26 Code of Civil Procedure § 1021.5.

27 86. Defendants' activities, as alleged herein, are violations of California law, and
28 constitute unlawful business acts and practices in violation of California Business & Professions

Code §§ 17200, et seq.

87. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

Failure to Pay Overtime and Minimum Wages

88. Defendants' failure to pay overtime and minimum wage compensation and other benefits to Plaintiff and other members of the Wage Class in violation of California Labor Code §§ 510, 1194, 1197, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, et seq.

Failure to Provide Meal Periods

89. Defendants' failure to provide meal periods to Plaintiff and other members of the Break Premium Class in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, et seq.

Failure to Authorize and Permit Rest Periods

86. Defendants' failure to authorize and permit rest periods to Plaintiff and members of the Break Premium Class in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

Failure to Indemnify Business Expenses

87. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 et seq.

88. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from

1 Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly
2 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

3 89. Plaintiff and the Class Members suffered monetary injury as a direct result of
4 Defendants' wrongful conduct.

5 90. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
6 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
7 Defendants have wrongfully acquired, or of which Plaintiff and the Classes have been deprived,
8 by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff
9 and the Classes are not obligated to establish individual knowledge of the wrongful practices of
10 Defendants in order to recover restitution.

11 91. Plaintiff, individually, and on behalf of members of the putative class, is further
12 entitled to, and does, seek a declaration that the above-described business practices are unfair,
13 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
14 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
15 practices in the future.

16 92. Plaintiff, individually, and on behalf of members of the putative class, has no
17 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
18 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
19 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
20 above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and
21 will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained
22 from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

23 93. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
24 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
25 withholdings.

26 94. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff
27 and putative Class Members are entitled to restitution of the wages withheld and retained by
28 Defendants during a period that commences four years and 178 days prior to the filing of this

complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

Civil Penalties Under PAGA

(By Plaintiff, Aggrieved Employees and the State of California against Defendants)

95. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs, as though they are set forth in full.

96. At all times relevant to this action, Plaintiff and other Aggrieved Employees were "aggrieved employees" within the meaning of Labor Code Section 2699.

97. Defendants' conduct as described herein, arising from Defendants', failure to pay rest and meal break premiums at the correct regular rate of compensation, failure to provide accurate wage statements, and failure to timely pay all wages upon cessation of employment constitute violations of Labor Code Sections 201-204, 210, 223, 225.5, 226, 226.3, 246, 226.7, 248.5, 510, 512, , 558, 1197, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and the applicable Wage Orders, including, Subsections 3, 11 and 12 of Wage Order 12-2001.

98. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

99. Plaintiff has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By a letter dated July 21, 2025, Plaintiff gave written notice to the Labor and Workforce Development Agency ("LWDA") via its online filing system and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. To date, more than 65 days after the postmark date of July 21, 2025, the LWDA has not advised Plaintiff that it intends to investigate Plaintiff's allegations.

100. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved Employees are entitled to civil penalties for Defendants' violations of the Labor Code and the

1 applicable Wage Orders of the Industrial Welfare Commission, including Wage Order 12-2001,
2 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the
3 initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for
4 each subsequent violation. Pursuant to Labor Code Section 2699(i), 65% of the civil penalties
5 recovered shall be distributed to the LWDA, and 35% shall be distributed to the aggrieved
6 employees.

7 101. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of
8 reasonable attorney's fees and costs in connection with his claims for civil penalties

9 **PRAYER FOR RELIEF**

10 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
11 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
12 follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action with respect to the First, Second,
15 Third, Fourth, Fifth, Sixth, and Seventh Causes of Action;
16 2. That Plaintiff be appointed as the representative of the Class; and,
17 3. That counsel for Plaintiff be appointed as Class Counsel.

18 **As to the First Cause of Action**

- 19 4. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code §§ 510, 1194, 1197, and 1198 and applicable IWC Wage Orders by
21 willfully failing to pay all overtime and minimum wages due;
22 5. For unpaid wages at overtime wage rates as may be appropriate;
23 6. For pre-judgment interest on any unpaid overtime compensation commencing
24 from the date such amounts were due;
25 7. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
26 California Labor Code § 1194(a); and,
27 8. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Second Cause of Action

9. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
10. For unpaid meal period premium wages as may be appropriate;
11. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
12. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,
13. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

14. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
15. For unpaid rest period premium wages as may be appropriate;
16. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
17. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,
18. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

19. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;
20. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;
21. For pre-judgment interest on any unpaid wages from the date such amounts were due

- 1 22. For reasonable attorneys' fees and for costs of suit incurred herein; and,
2 23. For such other and further relief as the Court may deem equitable and appropriate.

3 As to the Fifth Cause of Action

4 24. That the Court declare, adjudge, and decree that Defendants violated the record
5 keeping provisions of California Labor Code § 226(a) and applicable IWC
6 Wage Orders, and willfully failed to provide accurate itemized wage statements
7 thereto;

8 25. For all actual damages, according to proof;

9 26. For statutory penalties pursuant to California Labor Code § 226(e);

10 27. For injunctive relief to ensure compliance with this section, pursuant to
11 California Labor Code § 226(h);

12 28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

13 29. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 As to the Sixth Cause of Action

16 30. That the Court declare, adjudge, and decree that Defendants violated California
17 Labor Code § 2802 by willfully failing to indemnify employees for
18 expenditures;

19 31. For unpaid wages or unreimbursed business expenses as may be appropriate;

20 32. For pre-judgment interest on any unpaid compensation commencing from the
21 date such amounts were due;

22 33. For reasonable attorneys' fees and for costs of suit incurred herein; and,

23 34. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 As to the Seventh Cause of Action

26 35. That the Court declare, adjudge, and decree that Defendants violated California
27 Business & Professions Code §§ 17200, et seq. by failing to pay for all hours
28 worked (overtime wages), failing to provide meal periods, and failing to

authorize and permit rest periods, and failing to indemnify employees for expenditures;

36. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;
37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 et seq.;
38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;
39. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, et seq.; and,
40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions
42. That the Court declare, adjudicate and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight tie, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorized and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.
43. For all actual, consequential, and incidental losses and damages according to proof;
44. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all

1 other applicable Labor Code provisions;

2 45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code § 2699;

4 46. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 As to all Causes of Action

7 41. For any additional relief that the Court deems just and proper.
8

9 DATED: October 22, 2025

KIM LEGAL, APC

10
11 By: /s/ Frank H. Kim
12 Frank H. Kim, Esq.
13 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. My business address is: 3435 Wilshire Blvd., Suite 2700, Los Angeles, CA 90010.

On October 22, 2025, I served true copies of the following document(s) described as: **FIRST AMENDED COMPLAINT**, on the interested parties in this action as follows:

MATTHEW B. PEREZ
m.perez@lyon-legal.com
LYON LEGAL, P.C.
1154 E. Wardlow Rd.
Long Beach, CA 90807
3600 Lime St., Bldg. 4, Ste. 412
Riverside, CA 92501

Attorney for Defendant
Sabreen at 68444 Perez Road Inc. and
Abdul Shawkat

[x] **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document to be sent to the persons at the e-mail address(es) listed on the service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on October 22, 2025, at Los Angeles, California.

/s/ Kimberly Bentley

KIMBERLY BENTLEY