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Attorneys for Plaintiff Victoria Maldonado, on behalf of herself and on behalf of all similarly situated individuals

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENITO**

VICTORIA MALDONADO, on behalf of
herself and on behalf of all similarly situated
individuals,

Plaintiff,

v.

LAST STOP LOGISTICS, LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: CV-23-00027

*Assigned to the Honorable Patrick K.
Palacios, Dept. 31*

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

- 1. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 226.7, 246, 510, 512,
AND 1194; IWC WAGE ORDER 9-2001)**
- 2. FAILURE TO PROVIDE REST
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE § 226.7; IWC
WAGE ORDER 9-2001)**
- 3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF (LABOR CODE §§ 226.7, 510,
512, 1174, 1174.5, AND 1194; IWC WAGE
ORDER 9-2001)**
- 4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE
STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**
- 5. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**
- 6. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,
246, 510, 512, 1174, 1174.5, AND 1194 AND**

**PURSUANT TO LABOR CODE § 2699(a)
FOR VIOLATIONS OF LABOR CODE §§
226.3 AND 558**

DEMAND FOR JURY TRIAL

Complaint Filed: February 9, 2023

Plaintiff VICTORIA MALDONADO (“Plaintiff”), on behalf of herself, all similarly situated individuals, on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of LAST STOP LOGISTICS, LLC, a California limited liability company, and/or any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other employees who work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”), Defendants have had a consistent policy of failing to pay all wages due, provide legally compliant meal and rest periods, or correct compensation in lieu thereof; and failing to issue accurately itemized wage statements.

3. Plaintiff, on behalf of herself members of the Class, brings this action pursuant to Labor Code §§ 226(a), 226.7, 246, 510, 512, 1174, 1174.5, and 1194 seeking compensation for all unpaid wages, meal and rest period premium wages, statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and Class Members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due.

5. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §§ 2698 *et seq.*, seek penalties for Defendants’ various violations of the California Labor Code.

6. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff throughout California, including in San Benito County.

II.

PARTIES

A. Plaintiff

7. Plaintiff VICTORIA MALDONADO has been employed by Defendants since February 2022 as a non-exempt employee and performed work for Defendants throughout California, including in San Benito County.

8. During her work with Defendants, Plaintiff is:

- a. Willfully denied the payment of all wages due;
- b. Willfully denied all meal and rest periods or correct compensation in lieu thereof; and
- c. Willfully denied accurately itemized wage statements; and

B. Defendants

9. Defendant LAST STOP LOGISTICS, LLC is a California limited liability company. Defendant LAST STOP LOGISTICS, LLC employed Plaintiff throughout California, including in San Benito County.

10. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

12. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on behalf of herself, and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the following class composed of and defined as follows:

THE CLASS

All persons employed as non-exempt Drivers, or other similar job positions, by Defendants in California at any time since the date four years preceding the filing of this Action, plus any additional time tolled by the California State Judicial Council pursuant to Emergency Rule 9 in response to the COVID-19 pandemic and continuing through the present.

14. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

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

A. Numerosity

16. The potential members of the Class as defined are so numerous that joinder of all class members is impracticable. While the precise number of members of the Class has not been ascertained at this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently employ, and during the relevant time periods employed, over 50 persons in the State of California who fall within the Class definition.

1 17. Accounting for employee turnover during the relevant period necessarily increases this
2 number. Plaintiff alleges Defendants' employment records would provide information as to the
3 number and location of members of the Class. Joinder of members of the Class is not practicable.

4 **B. Commonality**

5 18. There are questions of law and fact common to the Class that predominate over any
6 questions affecting only individual class members. These common questions of law and fact include,
7 without limitation:

- 8 a. Whether Defendants fail to pay all wages due to Plaintiff and Class Members,
9 in violation of Labor Code §§ 226.7, 246, 510, 512, and 1194 and IWC Wage
10 Order 9-2001;
- 11 b. Whether Defendants fail to properly provide rest periods, or correct
12 compensation in lieu thereof to Plaintiff and Class Members, in violation of
13 Labor Code § 226.7 and IWC Wage Order 9-2001;
- 14 c. Whether Defendants fail to properly provide meal periods, or correct
15 compensation in lieu thereof to Plaintiff and Class Members, in violation of
16 Labor Code §§ 226.7, 510, 512, 1174, 1174.5, and 1194 and IWC Wage Order
17 9-2001;
- 18 d. Whether Defendants fail to provide Plaintiff and Class Members with
19 accurately itemized wage statements, in accordance with Labor Code § 226(a)
20 and (e); and
- 21 e. Whether Plaintiff and members of the Class are entitled to equitable relief
22 pursuant to Business & Professions Code § 17200 *et seq.*

23 **C. Typicality**

24 19. The claims of the named Plaintiff are typical of the claims of members of the Class.
25 Plaintiff and members of the Class sustained injuries and damages arising out of and caused by
26 Defendants' common course of conduct in violation of laws, regulations that have the force and effect
27 of law, and statutes as alleged herein.

28 ///

1 **D. Adequacy of Representation**

2 20. Plaintiff will fairly and adequately represent and protect the interests of members of
3 the Class. Counsel who represents Plaintiff are competent and experienced in litigating large
4 employment class actions.

5 **E. Superiority of Class Action**

6 21. A class action is superior to other available means for the fair and efficient adjudication
7 of this controversy. Individual joinder of all proposed members of the Class is not practicable, and
8 questions of law and fact common to the proposed Class predominate over any questions affecting
9 only individual members of the proposed Class. Each member of the proposed Class has been
10 damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

11 22. Class action treatment will allow those similarly situated persons to litigate their
12 claims in the manner that is most efficient and economical for the parties and the judicial system.
13 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
14 action that would preclude its maintenance as a class action.

15 **IV.**

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**

18 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

19 **FAILURE TO PAY ALL WAGES DUE**

20 **(LABOR CODE §§ 226.7, 246, 510, 512, AND 1194 AND IWC WAGE ORDER 9-2001)**

21 23. Plaintiff incorporates paragraphs 1 through 22 of this Complaint as though fully set
22 forth herein.

23 24. Defendants fail to properly compute bonuses and other non-base hourly wages earned
24 by Plaintiff and Class Members into their regular rate of pay for purposes of paying them meal and
25 rest period premiums, overtime wages, and sick pay at the correct rates, in violation of Labor Code
26 §§ 226.7, 246, 510, 512, and 1194 and IWC Wage Order No. 9-2001. Defendants fail to properly
27 blend bonuses and other non-base hourly wages and instead pay Plaintiff and Class Members meal
28 period premiums, rest period premiums, overtime wages, and sick pay based *only* on the base hourly

1 rate of pay, thus depriving Plaintiff and Class Members of all meal and rest period premiums,
2 overtime wages, and sick pay earned. This violates Labor Code §§ 226.7, 246, 510, 512, and 1194
3 and IWC Wage Order No. 9-2001.

4 25. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,
5 Plaintiff and members of the Class have been deprived of wages in amounts to be determined at trial,
6 and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and
7 costs, pursuant to Labor Code § 1194.

8 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

9 V.

10 **SECOND CAUSE OF ACTION**

11 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

12 **FAILURE TO PROVIDE REST PERIODS OR CORRECT COMPENSATION IN LIEU**
13 **THEREOF**

14 **(LABOR CODE § 226.7 AND IWC WAGE ORDER 9-2001)**

15 26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set
16 forth herein.

17 27. Plaintiff and Class Members are entitled to one hour of pay for each day that
18 Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and
19 IWC Wage Order 9-2001.

20 28. Defendants fail to pay correct premium wages to Plaintiff and Class Members who are
21 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 9-2001. Plaintiff
22 and Class Members are routinely unable to take a 10-minute rest period for every four (4) hours of
23 work or major fraction thereof, but are not paid premium wages of one hour's pay for each missed
24 rest period. When Plaintiff and Class Members are able to take a rest period, they are on-duty.
25 Defendants require Plaintiff and Class Members to take their rest periods during their drive time.
26 Finally, as discussed above, Defendants fail to pay rest period premium wages at the correct rates of
27 pay. This violates Labor Code § 226.7 and IWC Wage Order No. 9-2001.
28

29. Pursuant to Labor Code § 226.7 and IWC Wage Order 9-2001, Plaintiff seeks the payment of all rest period compensation which she and Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

VI.

THIRD CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR CORRECT COMPENSATION IN LIEU

THEREOF

(LABOR CODE §§ 226.7, 510, 512, 1174, 1174.5, AND 1194 AND IWC WAGE ORDER 9-2001)

30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001.

32. Defendants fail to pay correct premium wages to Plaintiff and Class Members who are denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001. Plaintiff and Class Members are routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeds five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeds ten hours, but are not paid premium wages of one hour's pay for each missed first or second meal period. Defendants also fail to maintain accurate records indicating the start and end time of each meal period (if one ever occurred). Defendant also adjusts Plaintiff's timecard to reflect she takes a meal period when she does not, resulting in a failure to pay all wages due. Finally, as discussed above, Defendants fail to pay meal period premium wages at the correct rates of pay. These instances violate Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and 1194 and IWC Wage Order 9-2001.

33. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order 9-2001, Plaintiff seeks the payment of all meal period compensation which she and Class Members are owed for four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff and the class she seeks to represent request relief as described below.

VII.

FOURTH CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

34. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (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 only 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. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

36. Defendants fail to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, Plaintiff and Class Members are not paid all wages due. As such, the wage statements provided by Defendants fail to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1) total hours worked,

1 in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and
2 all applicable hourly rates in effect during the pay period and the corresponding number of hours
3 worked, in violation of Labor Code § 226(a)(9). Separately, the wage statements issued to Plaintiff
4 and Class Members fail to list all applicable hourly rates in effect during the pay period and the
5 corresponding number of hours worked at each hourly rate by the employee, in violation of Labor
6 Code § 226(a)(9). The wage statements include an “AdjustedOT CA” earning, but that entry does not
7 list how many hours were worked or the applicable rate of pay for those hours.

8 37. As a consequence of Defendants’ willful conduct in failing to provide Class Members
9 with accurate itemized wage statements, Plaintiff and Class Members have been injured because they
10 are not paid all wages due and are issued wage statements which do not reflect, and fail to state, all
11 information required by Labor Code § 226(a). The missing information cannot be discerned at all
12 from the face of the wage statements themselves. Plaintiff and Class Members are entitled to penalties
13 pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay
14 period in which a violation occurs and \$100 per employee for each violation in a subsequent pay
15 period, not exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of
16 costs and reasonable attorneys’ fees pursuant to Labor Code § 226(h).

17 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

18 **VIII.**

19 **FIFTH CAUSE OF ACTION**

20 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

21 **UNFAIR COMPETITION PURSUANT TO**

22 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

23 38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set
24 forth herein.

25 39. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
26 on behalf of the general public, and on behalf of others similarly situated, brings this claim pursuant
27 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
28 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,

1 and members of the Class. Plaintiff seeks to enforce important rights affecting the public interest
2 within the meaning of Code of Civil Procedure § 1021.5.

3 40. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
4 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
5 appropriate equitable relief.

6 41. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
7 practices.

8 42. Wage and hour laws express fundamental public policies. Properly providing
9 employees with all wages due is a fundamental public policy of this State and of the United States.
10 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
11 standards, to ensure that employees are not required or permitted to work under substandard and
12 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
13 lower their costs by failing to comply with minimum labor standards.

14 43. Defendants have violated statutes and public policies. Through the conduct alleged
15 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
16 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
17 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
18 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
19 guaranteed to all employees under law.

20 44. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
21 §17200 *et seq.* of the Business & Professions Code.

22 45. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
23 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
24 17200 *et seq.* of the Business & Professions Code.

25 46. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
26 similarly situated have been damaged in a sum as may be proven.

27 47. Unless restrained by this Court, Defendants will continue to engage in the unlawful
28 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court should

1 make such orders or judgments, including the appointment of a receiver, as may be necessary to
2 prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive
3 practice prohibited by the Business & Professions Code, and/or, including but not limited to,
4 disgorgement of profits which may be necessary to restore Plaintiff and members of the Class to the
5 money Defendants have unlawfully failed to pay.

6 **IX.**

7 **SIXTH CAUSE OF ACTION**

8 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

9 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**

10 **LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1174, 1174.5, AND 1194 AND**

11 **PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF**

12 **LABOR CODE §§ 226.3 AND 558**

13 48. Plaintiff incorporates paragraphs 1 through 47 of this Complaint as though fully set
14 forth herein.

15 49. As a result of the acts alleged above, including the Labor Code violations set forth
16 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* against Defendants.

17 50. For each such violation, Plaintiff and all other aggrieved employees are entitled to
18 penalties in an amount to be shown at the time of trial subject to the following formula:

- 19 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
20 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510,
21 512, 1174, 1174.5, and 1194; and
- 22 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
23 Code §§ 226.3 and 558.

24 51. Penalties recovered will be allocated 75% to the Labor and Workforce Development
25 Agency, and 25% to the affected employees.

26 52. On February 3, 2023, Plaintiff sent a letter, by online submission to the LWDA and
27 by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
28 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor

Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of February 3, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the aggrieved employees she seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages pursuant to Labor Code §§ 510 and 1194 in the amount of all unpaid wages due to Plaintiff and members of the Class;
2. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff and Class Members, pursuant to Labor Code §§ 226.7 and 512;
3. For penalties pursuant to Labor Code § 226(e) for Plaintiff and Class Members;
4. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
5. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, and other applicable law;
6. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
7. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, and other applicable law;
8. An award of prejudgment and post-judgment interest; and
9. Such other and further relief as this Court may deem just and proper.

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1 Dated: June 21, 2023

Respectfully submitted,

2 GAINES & GAINES
3 A Professional Law Corporation

4 By: Daniel F. Gaines
5 DANIEL F. GAINES
6 EVAN S. GAINES
Attorney for Plaintiff

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

9 Dated: June 21, 2023

Respectfully submitted,

10 GAINES & GAINES
11 A Professional Law Corporation

12 By: Daniel F. Gaines
13 DANIEL F. GAINES
14 EVAN S. GAINES
Attorney for Plaintiff

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_____ (For messenger) my business address is:

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____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

____ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and

correct. Executed on June 21, 2023, at Westlake Village, California.

Katherine Soriano
KATHERINE SORIANO