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Eden Knodel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

CHARLOTTE GIBSON, ANDREW
ALTSCHULD, and EDEN KNODEL
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

CENTER FOR SOCIAL DYNAMICS, LLC, a
limited liability company; CENTER FOR ED
SUPPORTS, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23-CIV-00957

**SECOND AMENDED PRIVATE
ATTORNEYS GENERAL (PAGA)
REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

DEMAND FOR JURY TRIAL

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1 Plaintiffs Charlotte Gibson, Andrew Altschuld, and Eden Knodel (“Plaintiffs”), based upon
2 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Center for Social Dynamics, LLC, Ed
6 Supports, LLC, and Does 1 through 10 (collectively referred to as “Defendants”) for California Labor
7 Code violations and unfair business practices stemming from Defendants’ failure to pay minimum
8 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit
9 rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely
10 pay all wages to terminated employees, failure to indemnify necessary business expenses, and failure
11 to furnish accurate wage statements.

12 2. For over 50 years, California’s courts and legislature have recognized that this State’s
13 wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are
14 not ordinary debts. Because of the economic position of the average worker and his or her family, it
15 is essential to the public welfare that employers obey the wage-and-hour laws so that employees are
16 promptly paid the minimum/overtime wages that the Legislature has required for employees. So
17 fundamental are California’s wage-and-hour laws that the Legislature has criminalized certain types
18 of violations. In extending extra protection to deter violations of these underlying statutes—since
19 Plaintiffs are not seeking general and/or special damages, restitution or other damages other than
20 civil penalties—California has enacted the PAGA to permit an individual to bring an action on behalf
21 of himself and on behalf of others for PAGA penalties only, which is the precise and sole nature of
22 this action.

23 3. All California non-exempt employees during the relevant statutes of limitations who
24 are or were harmed by Defendant’s illegal practices are “Aggrieved Employees.”

25 4. Plaintiffs bring this action against Defendants seeking only to recover penalties for
26 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State
27 of California. Plaintiffs do not seek to recover anything other than penalties as permitted by California
28 Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage

1 violations, Plaintiffs do not seek underlying general and/or special damages for those violations, but
2 simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and
3 injunctive relief for themselves and all aggrieved employees as permitted by the PAGA.

4 5. Defendants own/owned and operate/operated an industry, business, and
5 establishment within the State of California, including San Mateo County. As such, and based upon
6 all the facts and circumstances incident to Defendants' business in California, Defendants are subject
7 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"),
8 and the California Business & Professions Code.

9 6. Despite these requirements, throughout the statutory period Defendants maintained a
10 systematic, company-wide policy and practice of:

- 11 (a) Failing to pay employees for all hours worked, including all minimum wages,
12 and overtime wages in compliance with the California Labor Code and IWC
13 Wage Orders;
- 14 (b) Failing to provide employees with timely and duty-free meal periods in
15 compliance with the California Labor Code and IWC Wage Orders, failing to
16 maintain accurate records of all meal periods taken or missed, and failing to
17 pay an additional hour's pay for each workday a meal period violation
18 occurred;
- 19 (c) Failing to authorize and permit employees to take timely and duty-free rest
20 periods in compliance with the California Labor Code and IWC Wage Orders,
21 and failing to pay an additional hour's pay for each workday a rest period
22 violation occurred;
- 23 (d) Failing to indemnify employees for necessary business expenses incurred;
- 24 (e) Willfully failing to pay employees all minimum wages, overtime wages, meal
25 period premium wages, and rest period premium wages due within the time
26 period specified by California law when employment terminates;
- 27 (f) Failing to maintain accurate records of the hours that employees worked; and
28

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

7. 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.

8. 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 Plaintiffs and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiffs

9. Plaintiff Charlotte Gibson is a California resident who worked for Defendants in the County of San Mateo, State of California, as a clinical director from approximately May 2019 to March 3, 2022.

10. Plaintiff Andrew Altschuld is a California resident who works for Defendants in the County of San Mateo as a certified behavioral therapist since June 2020.

11. Plaintiff Eden Knodel is a California resident who worked as a certified behavioral therapist for Defendants in the County of San Mateo from May 2023 to July 2024.

12. Plaintiffs reserve the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

13. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant Center for Social Dynamics, LLC is:

(a) A limited liability company with its principal place of business in San Mateo,

California.

(b) A business entity conducting business in numerous counties throughout the State of California, including in San Mateo County; and

(c) The former employer of Plaintiffs, and the current and/or former employer of the Aggrieved Employees. Defendants suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

14. Plaintiffs are informed and believe, and based upon that information and belief alleges, that Defendant Center for Ed Supports, LLC is:

(a) A limited liability company with its principal place of business in San Mateo, California.

(b) A business entity conducting business in numerous counties throughout the State of California, including in San Mateo County; and

(c) The former employer of Plaintiffs, and the current and/or former employer of the Aggrieved Employees. Defendants suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

15. Plaintiffs do not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

16. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of California.

17. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the

1 Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
2 Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was
3 the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
4 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the
5 other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for
6 profit, and bore such other relationships to some or all of the other Defendants so as to be liable for
7 their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and
8 thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged
9 above, that each Defendant knew or should have known about, and authorized, ratified, adopted,
10 approved, controlled, aided and abetted the conduct of all other Defendants.

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

12 18. Plaintiff Charlotte Gibson is a California resident who worked for Defendants in the
13 County of San Mateo, within the State of California, as a clinical director during the statutory period.

14 19. Plaintiff Andrew Altschuld is a California resident who works for Defendants in the
15 County of San Mateo, within the State of California, as a certified behavioral therapist since June
16 2020.

17 20. Plaintiff Eden Knodel is a California resident who worked for Defendants in the
18 county of San Mateo, within the State of California, as a certified behavioral therapist from May 2023
19 to July 2024.

20 21. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
21 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
22 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest periods,
23 failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all final wages to
24 Plaintiffs when Defendants terminated Plaintiffs' employment, and failed to furnish accurate wage
25 statements to Plaintiffs. As discussed below, Plaintiffs' experience working for Defendants was
26 typical and illustrative.

27 22. Throughout the statutory period, Defendants maintained a policy and practice of not
28 paying Plaintiffs and the Aggrieved Employees for all hours worked, including all overtime wages.

1 Also, during the statutory period, Plaintiffs and the Aggrieved Employees were required to use their
2 own personal cellular telephones for work purposes, both on the clock and off the clock (during work
3 hours and outside of normal work hours), leading to uncompensated off-the-clock time. Also, during
4 the statutory period, Plaintiffs and the Aggrieved Employees, worked from their homes while off-
5 the-clock, which lead to uncompensated time worked. Also, Plaintiffs and the Aggrieved Employees
6 were sometimes required to clock out and continue to work

7 23. Throughout the statutory period, Defendants have wrongfully failed to provide
8 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants sometimes,
9 but not always, required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive
10 hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for
11 every five hours of work, or without compensating Plaintiffs and the Aggrieved Employees for meal
12 periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants
13 also did not adequately inform Plaintiffs and the Aggrieved Employees of their right to take a meal
14 period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth
15 hour of work. Accordingly, Defendants' policy and practice was to not provide meal periods to
16 Plaintiffs and the Aggrieved Employees in compliance with California law.

17 24. Throughout the statutory period, Defendants have wrongfully failed to authorize and
18 permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods. Defendants
19 sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of
20 four consecutive hours a day without Defendants authorizing and permitting them to take a 10-
21 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of
22 four hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that
23 were not authorized or permitted. Defendants also did not adequately inform Plaintiffs and the
24 Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
25 adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the Aggrieved
26 Employees, nor did Defendants have adequate policies or practices regarding the timing of rest
27 periods. Defendants also did not have adequate policies or practices to verify whether Plaintiffs and
28 the Aggrieved Employees were taking their required rest periods. Further, Defendants did not

1 maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate
2 that Plaintiffs and the Aggrieved Employees took rest periods during the middle of each work period.
3 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and the
4 Aggrieved Employees to take rest periods in compliance with California law.

5 25. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
6 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
7 Defendants without reimbursement, such as the use of personal cellular telephones for work purposes.
8 Also, Plaintiffs and the Aggrieved Employees were required to work from home and expend costs
9 relating to a home office, without reimbursement of office supplies, home internet, personal
10 computers, and other office related costs.

11 26. Throughout the statutory period, Defendants willfully failed and refused to timely
12 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for all
13 minimum wages, overtime wages, meal period premium wages, and rest period premium wages.
14 Further, Defendants did not pay Plaintiffs and the Aggrieved Employees their final paychecks timely
15 upon termination.

16 27. Throughout the statutory period, Defendants failed to provide personnel records upon
17 request, which includes Plaintiff's request on April 12, 2022, in which all personnel records were not
18 provided as required by statute.

19 28. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
20 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
21 and all gross and net wages earned (including correct hours worked, correct wages earned for hours
22 worked, correct overtime hours worked, correct wages for meal periods that were not provided in
23 accordance with California law, correct wages for rest periods that were not authorized and permitted
24 to take in accordance with California law, and Defendant's address). Further, the wage statements
25 do not show Defendant's address as required by California law. As a result of these violations of
26 California Labor Code § 226(a), the Plaintiffs and the Aggrieved Employees suffered injury because,
27 among other things:
28

- 1 (a) the violations led them to believe that they were not entitled to be paid
2 minimum wages, overtime wages, meal period premium wages, and rest
3 period premium wages to which they were entitled, even though they were
4 entitled;
- 5 (b) the violations led them to believe that they had been paid the minimum,
6 overtime, meal period premium, and rest period premium wages, even though
7 they had not been;
- 8 (c) the violations led them to believe they were not entitled to be paid minimum,
9 overtime, meal period premium, and rest period premium wages at the correct
10 California rate even though they were;
- 11 (d) the violations led them to believe they had been paid minimum, overtime,
12 meal period premium, and rest period premium wages at the correct California
13 rate even though they had not been;
- 14 (e) the violations hindered them from determining the amounts of minimum,
15 overtime, meal period premium, and rest period premium owed to them;
- 16 (f) in connection with their employment before and during this action, and in
17 connection with prosecuting this action, the violations caused them to have to
18 perform mathematical computations to determine the amounts of wages owed
19 to them, computations they would not have to make if the wage statements
20 contained the required accurate information;
- 21 (g) by understating the wages truly due them, the violations caused them to lose
22 entitlement and/or accrual of the full amount of Social Security, disability,
23 unemployment, and other governmental benefits;
- 24 (h) the wage statements inaccurately understated the wages, hours, and wages
25 rates to which Plaintiffs and the Aggrieved Employees were entitled, and
26 Plaintiffs and the Aggrieved Employees were paid less than the wages and
27 wage rates to which they were entitled.
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1 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in California Labor
2 Code § 226(e), including actual damages.

3 **FIRST CAUSE OF ACTION**

4 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004,**
5 **Cal. Lab. Code § 2698 et seq.)**

6 29. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
7 through 24 in this Complaint.

8 30. At all times herein mentioned, Defendants were subject to the Labor Code of the State
9 of California and the applicable Industrial Welfare Commission Orders.

10 31. California Labor Code § 2699(a) specifically provides for a private right of action to
11 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
12 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
13 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
14 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
15 brought by an aggrieved employee on behalf of himself or herself and other current or former
16 employees pursuant to the procedures specified in Section 2699.3.”

17 32. Plaintiff Charlotte Gibson has exhausted her administrative remedies pursuant to
18 California Labor Code § 2699.3. On March 2, 2023, she gave written notice by online filing to the
19 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
20 provisions of the Labor Code that Defendants have violated against Plaintiff Charlotte Gibson and
21 certain current and former aggrieved employees, including the facts and theories to support the
22 violations. Plaintiff Charlotte Gibson also paid the filing fee. Plaintiff’s PAGA case number is
23 LWDA-CM-939618-23.

24 33. Plaintiff Andrew Altschuld has exhausted his administrative remedies pursuant to
25 California Labor Code § 2699.3. On May 14, 2024, he gave written notice by online filing to the
26 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
27 provisions of the Labor Code that Defendants have violated against Plaintiff Andrew Altschuld and
28 certain current and former aggrieved employees, including the facts and theories to support the

1 violations. Plaintiff Andrew Altschuld also paid the filing fee. Plaintiff Andrew Altschuld's PAGA
2 case number is LWDA-CM-1025737-24.

3 34. Plaintiff Eden Knodel has exhausted her administrative remedies pursuant to
4 California Labor Code § 2699.3. On September 12, 2024, she gave written notice by online filing to
5 the Labor and Workforce Development Agency and by certified mail to Defendants of the specific
6 provisions of the Labor Code that Defendants have violated against Plaintiff Eden Knodel and certain
7 current and former aggrieved employees, including the facts and theories to support the violations.
8 Plaintiff Eden Knodel also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-
9 1050291-24.

10 35. More than 65 days has elapsed since Plaintiffs provided notice, but the Labor and
11 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor
12 Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to
13 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
14 described in this Complaint. These penalties include, but are not limited to, penalties under California
15 Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

16 36. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor
17 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
18 employing labor who willfully fails to maintain accurate and complete records required by California
19 Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order §
20 7(A)(3), every employer shall keep time records showing when the employee begins and ends each
21 work period. Meal periods, and total hours worked daily shall also be recorded. Additionally,
22 pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the
23 payroll period and applicable rates of pay.

24 37. During the time period of employment for Plaintiffs and the Aggrieved Employees,
25 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
26 maintain accurate records showing meal periods. Defendants' failure to provide and maintain records
27 required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the
28 ability to know, understand and question the accuracy and frequency of meal periods. Therefore,

1 Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all
2 of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs
3 and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the
4 use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
5 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
6 damage in amounts according to proof at trial. Because of Defendants' knowing failure to comply
7 with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have
8 also suffered an injury in that they were prevented from knowing, understanding, and disputing the
9 wage payments paid to them.

10 38. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
11 of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved Employees
12 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
13 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

14 39. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant
15 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall
16 be entitled to an award of reasonable attorney's fees and costs."

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1 **PRAYER FOR RELIEF**

2 Plaintiffs, individually, and on behalf of all others similarly situated, pray for relief and
3 judgment against Defendants, jointly and severally, as follows:

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

5 40. That the Court declare, adjudge and decree that Defendants violated the California
6 Labor Code by failing to pay all wages owed, including overtime, failure to provide meal periods,
7 failing to maintain accurate records of meal periods, failing to authorize and permit rest periods,
8 failing to pay final wages at termination, and failing to furnish accurate wage statements;

9 41. For all actual, consequential and incidental losses and damages, according to proof;

10 42. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other
11 applicable Labor Code provisions;

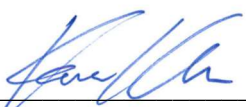
12 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
13 Labor Code § 2699; and,

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

15 Dated: June 10, 2025

Respectfully submitted,

16 **MOON LAW GROUP, PC**

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18 By: 

Kane Moon
Enzo Nabiev

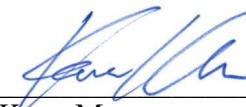
19 Attorneys for Plaintiffs
20

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

23
24 Dated: June 10, 2025

MOON LAW GROUP, PC

25
26 By: 

Kane Moon
Enzo Nabiev

27 Attorneys for Plaintiffs
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor,
7 Los Angeles, California 90017. On **June 10, 2025**, I served the foregoing document described
8 as:

9 **SECOND AMENDED CLASS ACTION AND REPRESENTATIVE ACTION**
10 **COMPLAINT**

11 X by E-mailing ____ the original X a true copy to the following:

12 Yesenia Gallegos
13 Brian Casilla
14 **MCDERMOTT WILL & EMERY LLP**
15 2049 Century Park East, Suite 3200,
16 Los Angeles, CA 90067-3206
17 ygallegos@mwe.com
18 bcasillas@mwe.com

19 *Attorneys for defendant CENTER FOR SOCIAL DYNAMICS, LLC*

20 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
21 California, by e-mail delivery on the parties listed herein at their most recent known e-
22 mail address or e-mail of record in this action.

23 X (State) I declare under penalty of perjury under the laws of the State of
24 California that the above is true and correct.

25 Executed on **June 10, 2025**, at Los Angeles, California.

26 Katherine So

27 /s/ Katherine So

28 _____
Name

Signature