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on behalf of himself and others similarly situated

FILED
SUPERIOR COURT SAN JOAQUIN

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

SARANN ROM, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

KUBOTA TRACTOR CORPORATION, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. STK-CV-UOE-2025-0018687

CLASS ACTION

Assigned for All Purposes To:
Hon. Barbara Kronlund
Dept.: 10D

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff SARANN ROM, (hereinafter "Plaintiff") on behalf of himself and all others
2 similarly situated (collectively, "Employees"; individually, "Employee") complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants KUBOTA
8 TRACTOR CORPORATION, a California corporation; and DOES 1 through 50 (all defendants
9 being collectively referred to herein as "Defendants"). Plaintiff alleges that Defendants, and each
10 of them, violated various provisions of the California Labor Code, relevant orders of the Industrial
11 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress
12 therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants' facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in San Joaquin County, and in other nonexempt positions, throughout
17 California, and consistently worked at Defendants' behest without being paid all wages due. More
18 specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work off
25 the clock and failed to record accurate time worked by these Employees, failed to pay all wages
26 due and owing at termination or resignation, and provided Plaintiff and Class members with
27 inaccurate wage statements that prevented them from learning of these unlawful pay practices.
28 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as

1 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
2 meal and rest periods as required by the Labor Code.

3 THE PARTIES

4 A. The Plaintiff

5 4. Plaintiff SARANN ROM has resided in California and during the time period
6 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
7 the State of California.

8 B. The Defendants

9 5. Defendant KUBOTA TRACTOR CORPORATION is a California corporation
10 with its principle executive offices in Grapevine, Texas and has been listed as the employer on the
11 paystubs issued to Plaintiff during the relevant time period. KUBOTA TRACTOR
12 CORPORATION does not list a California address with the California Secretary of State;
13 however, upon information and belief, employs Class members in Santa Joaquin County,
14 including at Defendants' offices and facilities in Lodi, California, and throughout California and
15 conducts business throughout California.

16 6. The true names and capacities, whether individual, corporate, associate, or
17 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
18 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
19 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
20 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
21 some manner for the unlawful acts referred to herein.

22 7. Plaintiff will seek leave of court to amend this Complaint to reflect the true names
23 and capacities of the Defendants designated herein as Does 1 through 50 when their identities
24 become known.

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

1 all respects as the employers or joint employers of Employees. Defendants, and each of them,
2 exercised control over the wages, hours or working conditions of Employees, or suffered or
3 permitted Employees to work, or engaged, thereby creating a common law employment
4 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
5 employed Employees.

6 **JURISDICTION AND VENUE**

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

15 **FACTUAL BACKGROUND**

16 10. The Employees who comprise the Class and Collective, including Plaintiff, are
17 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
18 Employees who work in nonexempt positions at the direction of Defendants in the State of
19 California. Plaintiff and the Class members were either not paid by Defendants for all hours
20 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
21 Plaintiff and Employees were not paid for all the overtime hours they worked, including time
22 spent working pre -shift by waiting in line to clock in for their shifts. Plaintiff also contends that
23 Defendants failed to pay Plaintiff and the Class members all wages due and owing and failed to
24 provide meal and rest breaks, all in violation of various provisions of the California Labor Code
25 and applicable Wage Orders. Additionally, Defendants paid Plaintiff and Employees
26 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses.
27 However, upon information and belief, Defendants failed to incorporate all remunerations,
28 including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary

1 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
2 wage rate. Therefore, during times when Plaintiff and Employees worked overtime and received
3 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
4 Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Lastly,
5 Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to
6 calculate and pay for overtime and double time pay.

7 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
9 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
10 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
11 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
12 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
13 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
14 Therefore, during times when Plaintiff and Employees worked overtime and received
15 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
16 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
17 required.

18 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
19 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
20 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
21 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
22 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
23 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
24 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
25 Therefore, during times when Plaintiff and Employees worked overtime and received
26 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
27 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
28 required.

1 13. During the course of Plaintiff and the Class members' employment with
2 Defendants, they were not paid all wages they were owed, including for all work performed and
3 for all overtime hours worked and were forced to work during their meal and rest breaks.

4 14. Throughout the course of Plaintiff and the Class members' employment with
5 Defendants, they were required to work during their meal and rest breaks which were not
6 compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class
7 members were also not paid regular wages and overtime for the time they were required to
8 comply with other requirements imposed upon them, which they had to complete while working
9 through their meal breaks and without compensation. As a result, Plaintiff and the Class members
10 worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they
11 were not paid at the appropriate overtime rate for all such hours, including by being required to
12 perform work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and the
13 Class members worked substantial overtime hours during their employment with Defendants for
14 which they were not compensated, in violation of the California Labor Code, applicable IWC
15 Wage Orders.

16 15. As a result of the above described demands and pressures to work through breaks,
17 and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
18 were not properly paid for all wages earned and for all wages owed to them by Defendants,
19 including when working more than eight (8) hours in any given day and/or more than forty (40)
20 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
21 Class members incurred overtime hours worked for which they were not adequately and
22 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
23 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
24 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
25 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
26 Labor Code, applicable IWC Wage Orders.

27 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
28 continuing to the present, Defendants had a consistent policy or practice of failing to pay

1 Employees for all hours worked and failing to pay minimum wage for all time worked as required
2 by California Law.

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

9 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
11 hours without providing them with timely, off-duty meal periods of not less than thirty (30)
12 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
13 not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of
14 wages at each Employee's effective regular rate of pay, for each meal period that Defendants
15 failed to provide or deficiently provided.

16 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
17 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
18 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
19 Employees premium pay for each day on which requisite rest breaks were not provided or were
20 deficiently provided at one hour of wages at each Employee's effective regular rate of pay, for
21 each rest period that Defendants failed to provide or deficiently provided.

22 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to provide Employees with timely,
24 accurate, and itemized wage statements as required by California wage-and-hour laws.
25 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
26 correct overtime wages based on proper regular rate calculations that included nondiscretionary
27 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
28 total amount of compensation of their Employees. The wage statements given to Class Members

1 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
2 pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums.
3 Furthermore, Employees' wage statements did not include: the total hours worked in violation of
4 Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect
5 during the pay period and the corresponding number of hours worked at each such rate in violation
6 of Labor Code § 226(a)(9). Moreover, the wage statements given to Employees by Defendants
7 failed to accurately account for wages, overtime, and premium pay for deficient meal periods and
8 rest breaks all of which Defendants knew or reasonably should have known were owed to
9 Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
10 and required Employees to engage in discovery and refer to outside sources to verify whether their
11 pay was correct, potentially resulting in a miscalculation by the Employees.

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

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

19 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
20 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
21 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, and 2699, *et seq.*

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

25 **CLASS ALLEGATIONS**

26 25. Plaintiff brings this class action on behalf of himself and all others similarly
27 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
28 follows: all individuals employed by Defendants as non-exempt employees within the State of

1 California at any time within four (4) years of the filing of this lawsuit.

2 26. Further, Plaintiff seeks to represent the following Subclasses composed of and
3 defined as follows:

4 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
5 compensated for all hours worked for Defendants at the applicable minimum wage.

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

9 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
10 compensated at the Employee's regular rate of pay for their vacation wages.

11 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
12 the Employee's regular rate of pay for their sick pay wages.

13 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
15 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

16 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
17 Defendants' policy and/or practice of failing to authorize and permit Employees to take
18 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
19 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

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

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

25 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
26 applicable limitations period, either voluntarily or involuntarily separated from their employment
27 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
28 termination.

1 j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a
2 result of Defendants' business acts and practices, to the extent such acts and practices are found to
3 be unlawful, deceptive, and/or unfair.

4 27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
5 modify the class description with greater particularity or further division into subclasses or
6 limitation to particular issues.

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

10 **A. Numerosity**

11 29. The potential members of the class as defined are so numerous that joinder of all
12 the member of the class is impracticable. While the precise number of class members has not been
13 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
14 time period relevant to this lawsuit, employed more than 100 individuals within the State of
15 California.

16 30. Accounting for employee turnover during the relevant time period increases this
17 number substantially. Plaintiff alleges that Defendants' employment records will provide
18 information as to the number and location of all class members.

19 **B. Commonality**

20 31. There are questions of law and fact common to the class that predominate over any
21 questions affecting only individual class members. These common questions of law and fact
22 include:

- 23 a. Whether Defendants failed to pay Employees minimum wages;
- 24 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25 c. Whether Defendants failed to pay Employees overtime as required under Labor
26 Code § 510;
- 27 d. Whether Defendants failed to pay Employees vacation wages as required under
28 Labor Code § 227.3;

- 1 e. Whether Defendants failed to pay Employees sick pay as required under Labor
2 Code § 245;
- 3 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
4 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
5 premium pay in lieu thereof;
- 6 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
7 Orders, by failing to provide Employees with requisite rest breaks or premium pay
8 in lieu thereof;
- 9 h. Whether Defendants violated Labor Code § 226(a);
- 10 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 11 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
12 wages and compensation due and owing at the time of termination of employment;
- 13 k. Whether Defendants are liable for penalties pursuant to Labor Code § 2699, *et seq.*;
- 14 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 15 m. Whether Employees are entitled to equitable relief pursuant to Business and
16 Professions Code § 17200 *et seq.*

17 **C. Typicality**

18 32. The claims of the named plaintiff are typical of those of the other Employees.
19 Employees all sustained injuries and damages arising out of and caused by Defendants' common
20 course of conduct in violation of statutes, as well as regulations that have the force and effect of
21 law, as alleged herein.

22 **D. Adequacy of Representation**

23 33. Plaintiff will fairly and adequately represent and protect the interest of Employees.
24 Counsel who represents Employees are experienced and competent in litigating employment class
25 actions.

26 **E. Superiority of Class Action**

27 34. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Employees is not practicable, and

1 questions of law and fact common to all Employees predominate over any questions affecting only
2 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
3 Defendants' illegal policies or practices of failing to compensate Employees properly.

4 35. Class action treatment will allow those persons similarly situated to litigate their
5 claims in the manner that is most efficient and economical for the parties and the judicial system.
6 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGES**

9 **(Against All Defendants)**

10 36. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 37. Defendants failed to pay Employees minimum wages for all hours worked.
13 Defendants had a consistent policy of misstating Employees time records and failing to pay
14 Employees for all hours worked. Employees would work hours and not receive wages, including
15 as alleged above in connection with working pre -shift by waiting in line to clock in. Defendants
16 thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover,
17 Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours
18 worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without
19 limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and
20 practice that denied accurate compensation to Plaintiff and the other members of the Class as to
21 minimum wage pay.

22 38. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
23 states:

24 The minimum wage for employees fixed by the commission is the
25 minimum wage to be paid to employees, and the payment of a less
26 wage than the minimum so fixed is unlawful.

26 39. The applicable minimum wages fixed by the commission for work during the
27 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
28 therefore entitled to double the minimum wage during the relevant period.

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

3 Notwithstanding any agreement to work for a lesser wage, any
4 employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to
6 recover in a civil action the unpaid balance of the full amount of
7 this minimum wage or overtime compensation, including interest
8 thereon, reasonable attorney's fees and costs of suit.

9 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
10 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

11 42. California Labor Code § 1194.2 also provides for the following remedies:

12 In any action under Section 1194 . . . to recover wages because of
13 the payment of a wage less than the minimum wages fixed by an
14 order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon.

17 43. Defendants have the ability to pay minimum wages for all time worked and have
18 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
19 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

20 44. Wherefore, Employees are entitled to recover the unpaid minimum wages
21 (including double minimum wages), liquidated damages in an amount equal to the minimum
22 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
23 to California Labor Code § 1194(a).

24 **SECOND CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 45. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

 46. By their conduct, as set forth herein, Defendants violated California Labor Code §
510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked

1 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
2 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
3 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
4 paying Employees wages for all hours worked including time spent working pre -shift by waiting
5 in line to clock in. Moreover, Plaintiff alleges that Defendants failed to pay for all overtime hours
6 worked and/or paid overtime hours at the regular hourly rate instead of one and a half times the
7 regular rate. Employees regularly worked over 8 hours on a given day without receiving overtime
8 compensation.

9 47. Furthermore, on information and belief, Defendants did not pay Plaintiff and
10 Employees the correct overtime rate for the recorded overtime hours that they generated. In
11 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
12 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
13 information and belief, Defendants failed to incorporate all remunerations, including
14 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
15 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
16 wage rate. Additionally, Defendants failed to incorporate the prevailing wage rate into the regular
17 rate of pay used to calculate and pay for overtime and double time pay overtime pay, double pay,
18 sick pay, vacation pay, and meal and rest break premiums.

19 48. Therefore, during times when Plaintiff and Employees worked overtime and
20 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
21 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
22 required.

23 49. Defendants' failure to pay compensation in a timely fashion also constituted a
24 violation of California Labor Code § 204, which requires that all wages shall be paid
25 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
26 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
27 and overtime compensation earned by Employees. Each such failure to make a timely payment of
28 compensation to Employees constitutes a separate violation of California Labor Code § 204.

1 50. Employees have been damaged by these violations of California Labor Code §§
2 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

3 51. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
4 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
5 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
6 reasonable attorneys' fees and costs.

7 **THIRD CAUSE OF ACTION**

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

9 **(Against All Defendants)**

10 52. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 53. Employees regularly worked shifts greater than five (5) hours and greater than ten
13 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
14 more than five (5) hours without providing him or her with a meal period of not less than thirty
15 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
16 meal period of not less than thirty (30) minutes.

17 54. Defendants failed to provide Employees with compliant meal periods as required
18 under the Labor Code. Employees were required to work through their meal periods which they
19 were denied. Furthermore, Employees were regularly required to work for more than 10 hours in a
20 given shift without receiving a second thirty (30) minute meal period as required by law.

21 55. Moreover, Defendants failed to compensate Employees for each meal period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
23 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
24 employee a meal period in accordance with this section, the employer shall pay the employee one
25 hour of pay at the employee's regular rate of compensation for each workday that the meal period
26 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
27 they did so at the normal regular rate of pay without factoring in all forms or
28 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

4 **FOURTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

7 57. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 58. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
10 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
11 not less than ten (10) minutes for each consecutive four (4) hour shift.

12 59. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
13 not less than ten (10) minutes for each consecutive four (4) hour shift.

14 60. Moreover, Defendants failed to compensate Employees for each rest period not
15 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
16 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
17 accordance with this section, the employer shall pay the employee one hour of pay at the
18 employee's regular rate of compensation for each workday that the rest period is not provided.
19 Defendants failed to compensate the Employees in the Class for each rest period not provided or
20 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
21 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
22 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
23 or by otherwise incorrectly calculating the regular rate.

24 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
25 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
26 worked without the required rest breaks, a sum to be proven at trial.

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FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

62. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

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

64. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay vacation wages.

65. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION
FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246
(Against All Defendants)

66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

67. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

68. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants

1 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
2 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
3 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
4 leave to Employees at a lower rate, in violation of the law.

5 69. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
6 Code §§ 245 *et seq.* and 246.

7 **SEVENTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 226(a)**
9 **(Against All Defendants)**

10 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

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

19 72. Defendants failed to provide Employees with accurate itemized wage statements in
20 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
21 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
22 periods and rest breaks, all of which Defendants knew or reasonably should have known were
23 owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative
24 obligation to keep accurate records of the correct overtime wages based on proper regular rate
25 calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or
26 nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The
27 wage statements given to Class Members by Defendants also failed to incorporate the prevailing
28 wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay,

1 vacation pay, and meal and rest break premiums. Moreover, Employees' wage statements did not
2 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
3 forth all applicable hourly rates in effect during the pay period and the corresponding number of
4 hours worked at each such rate in violation of Labor Code § 226(a)(9). The wage statements
5 provided to Employees were confusing and required Employees to engage in discovery and refer
6 to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation
7 by the Employees.

8 73. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
9 Employees suffered injuries, including among other things confusion over whether they received
10 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
11 forcing them to make mathematical computations to analyze whether the wages paid in fact
12 compensated them correctly for all hours worked.

13 74. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
14 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
15 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
16 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
17 award of costs and reasonable attorneys' fees.

18 75. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
19 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
20 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
21 employee for each pay period.

22 76. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
23 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
24 shown according to proof.

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
3 **AND 1174.5**

4 **(Against All Defendants)**

5 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

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

11 79. During the course of Plaintiff's and Employees' employment, Defendants
12 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
13 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
14 overtime, and premium pay as discussed above.

15 80. Accordingly, Defendants are liable for civil penalties pursuant to the California
16 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

17 **NINTH CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 203**

19 **(Against All Defendants)**

20 81. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
21 full herein.

22 82. Numerous Employees are no longer employed by Defendants; they either quit
23 Defendants' employ or were fired therefrom.

24 83. Defendants failed to pay these Employees all wages due and certain at the time of
25 termination or within seventy-two (72) hours of resignation.

26 84. The wages withheld from these Employees by Defendants remained due and owing
27 for more than thirty (30) days from the date of separation of employment.

28 85. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **TENTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

6 **(Against All Defendants)**

7 86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 87. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
10 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
11 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of Code of Civil Procedure § 1021.5.

14 88. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 89. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices.

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

26 91. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
2 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
3 privileges guaranteed to all employees under the law.

4 92. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
5 violation of the Business & Professions Code § 17200 *et seq.*

6 93. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
7 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
8 care should have known that their conduct was unlawful; therefore their conduct violates the
9 Business & Professions Code § 17200 *et seq.*

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

12 95. Unless restrained by this Court, Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
14 should make such orders or judgments, including the appointment of a receiver, as may be
15 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
16 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
17 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
18 have unlawfully failed to pay.

19 **ELEVENTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

22 96. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 97. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
25 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 98. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the

1 penalty provisions, without limitation, based on the following California Labor Code sections:
2 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
3 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, and 2699, *et seq.*

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

6 100. Employees also seek any and all penalties and remedies set forth in Labor Code §
7 558, which states:

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

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

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

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

102. Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on December 15, 2025. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

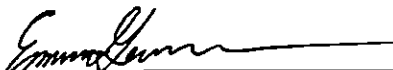
1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages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

- 1 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 2 14. For an order enjoining Defendants and their agents, servants, and employees, and
- 3 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
- 4 duties adumbrated in this Complaint;
- 5 15. For all general, special, and incidental damages as may be proven;
- 6 16. For an award of pre-judgment and post-judgment interest;
- 7 17. For an award providing for the payment of the costs of this suit;
- 8 18. For an award of attorneys' fees; and
- 9 19. For such other and further relief as this Court may deem proper and just.

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DATED: March 4, 2026

D.LAW, INC.

By 
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
SARANN ROM
and the putative class

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

3
4 DATED: March 4, 2026

D.LAW, INC.

5
6 By 
7 Roman Shkodnik
8 Emma Geesaman
9 Attorneys for Plaintiff
10 SARANN ROM
11 and the putative class
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

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

On the date of execution of hereof, I caused to be served the following attached document/s:

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendant Kubota Tractor Corporation

NATHANIEL H. JENKINS (SBN 312067)
LITTLER MENDELSON, P.C.
500 Capitol Mall, Suite 2000
Sacramento, California 95814
Emails: njenkins@littler.com

NA RAE KIM, (SBN 335392)
LITTLER MENDELSON, P.C.
101 Second Street, Suite 1000
San Francisco, California 95814
Emails: nakim@littler.com

using the following service method(s):

 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 250 N Madison Avenue, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

 X **VIA ELECTRONIC MAIL:** Service by electronic mail was made either pursuant to a Court Order, pursuant to agreement between the parties permitting the same, or as a professional courtesy in addition to other proper service. The electronic mail was sent to an electronic mail address maintained by the person(s) on whom the document(s) is/are served as last given by that/those person(s). I personally requested a "delivery receipt" for this electronic mail message, and, unless disallowed by the recipient, received the same.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on March 17, 2026, at Pasadena, California.


Katheryn Perez