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Attorneys for Plaintiff and the Class

FILED
 Superior Court of California
 County of Los Angeles
08/29/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE – COMPLEX CIVIL

MYA HERRERA, as an individual and on
 behalf of all others similarly situated,

Plaintiff,

vs.

IHOP RESTAURANTS LLC, a Limited
 Liability Company; MONTEREY PARK 767
 INC., A Corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. 23STCV14263

Assigned to Hon. Kenneth R. Freeman in
 Department 14

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

- (1) **VIOLATION OF LABOR CODE §§ 201-204, 510, 1194, 1197, AND 1197.1;**
- (2) **VIOLATION OF LABOR CODE § 226;**
- (3) **VIOLATION OF LABOR CODE §§ 226.7 AND 512;**
- (4) **VIOLATION OF LABOR CODE §§ 226.7;**
- (5) **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.; and**
- (6) **VIOLATION OF LABOR CODE § 2698, ET SEQ.**

DEMAND OVER \$25,0000

1 Plaintiff MYA HERRERA (“Plaintiff”) hereby submits her First Amended Class Action
2 Complaint (“Complaint”) against Defendants IHOP RESTAURANTS LLC (“IHOP”), a Limited
3 Liability Company; MONTEREY PARK 767 INC. (“MP 767”), a Corporation; and Does 1
4 through 50 (hereinafter collectively referred to as “Defendants”), on behalf of herself and all
5 similarly situated current and former employees of Defendants for penalties and/or damages for
6 failure to pay all earned wages, failure to provide off-duty meal and rest periods, provide
7 accurate itemized wage statements, and timely pay all wages in violation of the California Labor
8 Code as follows:

9 **JURISDICTION AND VENUE**

10 1. This class action is within the Court’s jurisdiction under California Labor Code §§
11 201-204, 226, 266.7, 510, 512, 1194, 1197, and 1197.1, the California Industrial Welfare
12 Commission’s (“IWC”) Wage Orders, and the Unfair Competition Law (the “UCL”), Business &
13 Professions Code § 17200, *et seq.*

14 2. This complaint challenges systemic illegal employment practices resulting in
15 violations of the California Labor Code against Plaintiff individually and against other
16 individuals who worked for Defendants.

17 3. Plaintiff is informed and believes, and based thereon alleges, Defendants, jointly
18 and severally, have acted intentionally and with deliberate indifference and conscious disregard
19 to the rights of Plaintiff and class members by failing to pay all employees all earned wages,
20 failing to provide off-duty meal and rest periods, failing to provide accurate itemized wage
21 statements, and failing to timely pay wages to all separated employees.

22 4. Plaintiff is informed and believes, and based thereon alleges, Defendants have
23 engaged in, among other things a system of willful violations of the California Labor Code and
24 applicable IWC wage orders by creating and maintaining policies, practices and customs that
25 knowingly deny employees the above stated rights and benefits.

26 5. Venue is proper in this Court because Plaintiff worked for Defendants in Los
27 Angeles County.

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PARTIES

6. Plaintiff was employed by Defendants from in or around August 2021 to April 2023. Plaintiff worked for Defendants at the Monterey Park location as a non-exempt hostess and server.

7. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed to her by California Labor Code §§ Labor Code §§ 201-204, 226, 266.7, 510, 512, 1194, 1197, and 1197.1, the applicable IWC Wage Orders, and the UCL.

8. Plaintiff is informed and believes, and based thereon alleges, Defendant IHOP was and is a limited liability company doing business in the State of California.

9. Plaintiff is informed and believes, and based thereon alleges, Defendant MP 767 was and is a corporation doing business in the State of California.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

11. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to Labor Code §§ 201-204, 226, 266.7, 510, 512, 1194, 1197, and 1197.1, the IWC Wage Orders, and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing

of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co- Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382, of the following class:

- a. All of Defendant's current and former non-exempt employees employed in California whose wages were deducted for tips at any time from June 20, 2019, through the present (the "UNPAID WAGES CLASS").

- b. All of Defendant's current and former non-exempt employees employed in California who worked one shift of more than 5 hours for Defendant at any time from June 20, 2019, through the present ("MEAL PERIOD CLASS"); and
- c. All of Defendant's current and former non-exempt employees employed in California who worked one shift of 3.5 hours or more for Defendant at any time from June 20, 2019, through the present ("REST PERIOD CLASS").

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of the Company's records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that the Company failed to: (a) pay all earned wages in violation of Labor Code §§ 201-203, 510, 1194, 1197, and 1197.1; (b) provide duty-free meal breaks within the first five hours worked for shifts over 5 hours; (c) provide duty-free rest breaks within the first 3.5 hours worked for shifts over 3.5 hours; (d) provide accurate itemized wage statements in violation of Labor Code § 226; and (d) timely pay final wages to separated employees in violation of Labor Code §§ 201-203.

19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the named Plaintiffs. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and currently have a number of wage-and-hour class actions pending in California courts.

20. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst Plaintiffs and the claims of the Class concerning the Company's failure to: (a) pay all earned wages in violation of Labor Code §§ 201-204, 510, 1194, 1197, and 1197.1; (b) provide duty-free meal breaks within the first five hours worked for shifts over 5 hours; (c) provide duty-free rest breaks within the first 3.5 hours

1 worked for shifts over 3.5 hours; (d) provide accurate itemized wage statements in violation of
2 Labor Code § 226; and (d) timely pay final wages to separated employees in violation of Labor
3 Code §§ 201-203.

4 21. **Typicality:** The claims of the named Plaintiff are typical of the claims of all
5 members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar
6 and typical manner as the Class members. Specifically, throughout Plaintiff's employment with
7 the Defendants, Plaintiff was not paid all wages earned because Defendants policy of
8 automatically deducting a percentage of the gross sales against their wages. For example, if
9 there was \$1,000 in gross sales from the tables that Plaintiff served, Defendants would deduct
10 \$100 from their wages as tips received even if the total amount of actual tips received was less
11 than \$100; thereby failing to pay wages actually earned. Further, through Plaintiff's employment,
12 failed to provide meal periods within the first five hours worked for shifts under 10 hours, a
13 second meal period after the 10th hour of work, and/or provide at least 30 minutes of meal
14 periods. Defendants also failed to provide compliant rest periods by not authorizing and
15 permitting duty-free rest periods to Plaintiff and other similarly situated employees, nor paying
16 the requisite rest period premium pay of an additional hour of wages. Further as a result of such
17 violations, Defendants violated Labor Code §§ 201-203 by not paying employees all of their
18 regular wages, meal and rest premium wages upon separation of employment and Labor Code §
19 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the
20 wage violations set forth above. Thus, Plaintiff is a member of the Class and has suffered the
21 alleged violations of California Labor Code §§ 201-203, 226, 510, 1194, 1197, and 1197.1, the
22 IWC Wage Orders, and the UCL.

23 22. The California Labor Code and upon which Plaintiff bases these claims is broadly
24 remedial in nature. These laws and labor standards serve an important public interest in
25 establishing minimum working conditions and standards in California. These laws and labor
26 standards protect the average working employee from exploitation by employers who may seek
27 to take advantage of superior economic and bargaining power in setting onerous terms and
28 conditions of employment.

1 23. The nature of this action and the format of laws available to Plaintiff and
2 members of the Class identified herein make the class action format a particularly efficient and
3 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
4 file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable
5 advantage since it would be able to exploit and overwhelm the limited resources of the individual
6 Plaintiff with Defendants' vastly superior financial and legal resources. Requiring each Class
7 member to pursue an individual remedy would also discourage the assertion of lawful claims by
8 employees who would be disinclined to file an action against their former and/or current
9 employer for real and justifiable fear of retaliation and permanent damage to their careers at
10 subsequent employment.

11 24. The prosecution of separate actions by the individual class members, even if
12 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
13 to individual Class members against the Company and which would establish potentially
14 incompatible standards of conduct for the Company, and/or (b) adjudications with respect to
15 individual Class members which would, as a practical matter, be dispositive of the interest of the
16 other Class members not parties to the adjudications or which would substantially impair or
17 impede the ability of the Class members to protect their interests. Further, the claims of the
18 individual members of the Class are not sufficiently large to warrant vigorous individual
19 prosecution considering all of the concomitant costs and expenses.

20 25. Such a pattern, practice and uniform administration of corporate policy regarding
21 illegal employee compensation described herein is unlawful and creates an entitlement to
22 recovery by Plaintiffs and the Class identified herein, in a civil action any and all applicable
23 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
24 of California Labor Code §§ 218.5, 1194, and 1197.1, and Code of Civil Procedure § 1021.5.

25 26. Proof of a common business practice or factual pattern, which the named
26 Plaintiffs experienced and are representative of, will establish the right of each of the members of
27 the Class to recovery on the causes of action alleged herein.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 201-203, 510, 1194, 1197, AND 1197.1**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE UNPAID WAGES CLASS)**

4 27. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 28. This cause of action is brought pursuant to Labor Code §§ 201-203, 510, 1194,
7 1197, and 1197.1, which require an employer to pay employees for all hours worked including
8 regular and overtime wages.

9 29. As a pattern and practice, Defendant had a policy of failing to pay all wages
10 earned by automatically deducting a percentage of the gross sales against Plaintiff and class
11 members' wages. For example, if there was \$1,000 in gross sales from the tables that Plaintiff
12 served, Defendants would deduct \$100 from the earned wages as tips received even if the total
13 amount of actual tips received was less than \$100; thereby failing to pay all wages earned.
14 Therefore, Defendants owe Plaintiff and Class Members additional regular and/or overtime pay.

15 30. Plaintiff is informed and believes, and based thereon alleges Defendants willfully
16 failed to pay employees all regular and overtime wages all hours worked. Plaintiff is informed
17 and believes, and based thereon alleges Defendants' willful failure to provide all regular and
18 overtime wages due and owing them upon separation from employment results in a continued
19 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff
20 and other members of the Class who have separated from employment are entitled to
21 compensation pursuant to Labor Code § 203.

22 31. Such a pattern, practice and uniform administration of corporate policy regarding
23 illegal employee compensation as described herein is unlawful and creates an entitlement to
24 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
25 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
26 to the mandate of California Labor Code §§ 218.5, 510, 1194, and 1197.1.

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1 **SECOND CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE §§ 226**

3 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND ALL CLASSES)**

4 32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set forth herein.

6 33. Defendants failed in their affirmative obligation to provide accurate itemized
7 wage statements. Labor Code § 226(a) requires that an employer provide an itemized wage
8 statement every time wages are paid to an employee. Here, Defendants violated Labor Code §
9 226(a) as the net/gross wages earned shown on the wage statements issued to Plaintiff and Class
10 Members were inaccurate due to Defendant's failure to properly pay all earned wages, meal
11 break premium wages and rest break premium wages due to Plaintiff and Class Members as
12 alleged herein. Such a pattern, practice and uniform administration of corporate policy as
13 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the
14 Classes identified herein, in a civil action, for all damages or penalties pursuant to Labor Code §
15 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of
16 California Labor Code § 226.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

19 **(AGAINST ALL DEFENDANTS BY ALL PLAINTIFF AND THE MEAL PERIOD**
20 **CLASS)**

21 34. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
22 though fully set forth herein.

23 35. At all relevant times, the Defendants were "employers" of Plaintiff and members
24 of the proposed class within the meaning of Labor Code §§ 226.7 and 512, and IWC Wage Order
25 3-2001, § 2(F).

26 36. At all relevant times, Labor Code §§ 226.7 and 512, and IWC Wage Order 5-
27 2001, § 11 provide that employees must receive a first meal period of not less than 30 minutes
28 before working more than five hours, and a second meal period of not less than 30 minutes

1 before working more than 10 hours in a day.

2 37. As alleged herein, Defendants failed to provide adequate meal periods to Plaintiff
3 and other putative class members. Defendants' practices of failing to provide employees timely
4 and uninterrupted meal periods of not less than 30 minutes violates Labor Code §§ 226.7 and
5 512(a), and IWC Wage Order 5-2001, § 11.

6 38. Accordingly, Plaintiff and members of the proposed class are entitled to proper
7 compensation, restitution and premium pay for each meal period that was not provided as
8 required by law and to the waiting time penalties attached to those violations.

9 39. Plaintiff is informed and believes, and based thereon alleges Defendants willfully
10 failed to pay employees all meal premium wages. Plaintiff is informed and believes, and based
11 thereon alleges Defendants' willful failure to provide all meal premium wages due and owing
12 them upon separation from employment results in a continued payment of wages up to thirty (30)
13 days from the time the wages were due. Therefore, Plaintiff and other members of the Class who
14 have separated from employment are entitled to compensation pursuant to Labor Code § 203.

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 226.7**

17 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE REST PERIOD CLASS)**

18 40. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
19 though fully set forth herein.

20 41. At all relevant times, Labor Code § 226.7 and IWC Wage Order 5-2001, § 12
21 require employers to provide a paid 10-minute rest break for every four hours or major fraction
22 thereof on shifts longer than three and one-half hours.

23 42. As alleged above, Defendants had a policy and practice of refusing and/or failing
24 to authorize and permit employees to take a rest break of not less than 10 minutes for every four
25 hours worked or major fraction thereof as required by Labor Code § 226.7 and IWC Wage Order
26 5-2001, § 12. Accordingly, Plaintiff and members of the proposed class are entitled to proper
27 compensation, restitution and premium pay for each rest break that was not provided as required
28 by Labor Code § 226.7.

43. Plaintiff is informed and believes, and based thereon alleges Defendants willfully failed to pay employees all rest premium wages. Plaintiff is informed and believes, and based thereon alleges Defendants' willful failure to provide all rest premium wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

FIFTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.
(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)

44. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

45. Plaintiff is informed and believes that at Defendants have engaged and continue to engage in unfair and unlawful business practices in California by utilizing the employment policies and practices alleged herein, including the failures to pay all earned wages due to Plaintiff and Class Members in violation of Labor Code §§ 510, 1194, 1197, and 1197.1, and failure to provide meal and rest breaks in violation of Labor Code §§ 226.7 and 512.

46. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff and the Class the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

47. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by Defendants by means of the unfair practices complained of herein, including interest thereon, and costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE § 2698, *ET SEQ.***

3 **(BY PLAINTIFF AS PROXY FOR STATE OF CALIFORNIA AGAINST ALL**
4 **DEFENDANTS)**

5 48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
6 though fully set for herein.

7 49. Plaintiff brings this cause of action as a proxy for the State of California on behalf
8 of all similarly aggrieved employees. Specifically, Plaintiff seeks penalties on behalf of the State
9 of California for violations of Labor Code §§ 201-204, 226, 266.7, 510, 512, 1194, 1197, and
10 1197.1 committed against all similarly aggrieved non-exempt employees who were paid any
11 wages at any time from June 16, 2022, through the present. As alleged above, Defendants failed
12 to pay all earned wages, failed to provide off-duty meal and rest periods, failed to provide
13 accurate itemized wage statements, and failed to timely pay all wages in violation of Labor Code
14 §§ 201-204, 226, 266.7, 510, 512, 1194, 1197, and 1197.1.

15 50. On or about June 16, 2023, Plaintiff sent notice to Defendant via certified mail,
16 return receipt requested, and the Labor Workforce Development Agency (the “LWDA”) of the
17 violations of Labor Code §§ 201-204, 226, 266.7, 510, 512, 1194, 1197, and 1197.1.

18 51. As of the date of the filing of this Complaint, the LWDA has not notified Plaintiff
19 whether it intends to investigate the claims. Therefore, Plaintiff may seek applicable penalties
20 under the PAGA.

21 52. Such a pattern, practice and uniform administration of corporate policy as
22 described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of
23 the State of California, in a civil action, for penalties pursuant to the PAGA, Labor Code §§
24 226.3 and 2699(a), including interest thereon, attorneys’ fees, and costs of suit according to the
25 mandate of PAGA for Defendant’s violations of Labor Code §§ 201-204, 226, 266.7, 510, 512,
26 1194, 1197, and 1197.1, as well as attorneys’ fees and costs.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Plaintiff prays for judgment for herself and all current and former

1 similarly situated employees against Defendants, jointly and severally, as follows:

2 1. Upon the First Cause of Action, for damages and/or penalties pursuant to Labor
3 Code §§ 201-203, 510, 1194, 1197, and 1197.1, and for attorneys' fees and costs pursuant to
4 Labor Code §§ 218.5 and 1194;

5 2. Upon the Second Cause of Action, for damages and/or penalties, attorneys' fees
6 and costs pursuant to Labor Code § 226;

7 3. Upon the Third Cause of Action, for damages and penalties pursuant to Labor
8 Code §§ 201-203, 226, 226.7, and 512 and for costs and attorneys' fees pursuant to Code of Civil
9 Procedure § 1021.5;

10 4. Upon the Fourth Cause of Action, for damages and penalties pursuant to Labor
11 Code § 201-203, 226, and 226.7, and for costs and attorneys' fees pursuant to Code of Civil
12 Procedure § 1021.5;

13 5. Upon the Fifth Cause of Action, for restitution of all funds unlawfully acquired by
14 Defendants by any acts or practices declared to be in violation of the UCL, including interest
15 thereon, and for costs;

16 6. Upon the Sixth Cause of Action, for civil penalties, costs and attorneys' fees
17 pursuant to Labor Code §§ 226.3 and 2699;

18 7. On all causes of action, for attorneys' fees and costs as provided by California
19 Labor Code §§ 218.5, 226, 226.7 and 1194, and Code of Civil Procedure § 1021.5; and

20 8. For such other and further relief the Court may deem just and proper.
21

22 Dated: August 29, 2023

DIVERSITY LAW GROUP, P.C.

23
24 By:



Larry W. Lee
Attorneys for Plaintiff and the Class

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St. Suite 1250, Los Angeles, California 90071.

On September 19, 2023, I served the foregoing document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

IHOP RESTAURANTS LLC
CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Scott.Lew@dinebrands.com
ryans.lee@dinebrands.com
Kasonni.Scales@dinebrands.com
eric.jackson@dinebrands.com

MONTEREY PARK 767 INC.
8306 Wilshire Blvd., Suite 5009
Beverly Hills, CA 90211

BY ELECTRONIC SERVICE

BY PROCESS SERVICE (ONE LEGAL)

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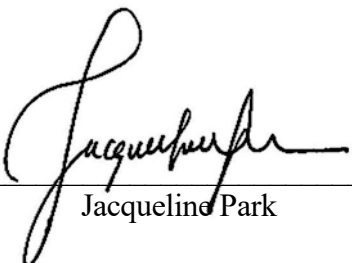
BY ELECTRONIC SERVICE

 X **BY ELECTRONIC SERVICE**

I caused such document to be served on the offices of the addressees via electronic mail.

 X **(State)** I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 19, 2023, at Los Angeles, California.



Jacqueline Park