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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

ALBERT CARR, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

WAVEDIVISION HOLDINGS, LLC, a
Delaware Limited Liability Company;
OH WDH HOLDCO, LLC, a Delaware
Limited Liability Company; ASTOUND
BROADBAND, LLC, a Washington
Corporation; and DOES 2 to 100, inclusive,

Defendants.

Case No. 23CV005516

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Failure to Pay Minimum Wages**
- 2. Failure to Pay Overtime Wages**
- 3. Meal Period Violations**
- 4. Rest Period Violations**
- 5. Wage Statement Violations**
- 6. Waiting Time Penalties**
- 7. Unfair Competition**
- 8. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

1
2 Plaintiff ALBERT CARR (“Plaintiff”), on behalf of himself and all other similarly situated
3 employees, hereby files this First Amended Complaint against Defendants WAVEDIVISION
4 HOLDINGS, LLC, a Delaware Limited Liability Company; OH WDH HOLDCO, LLC, a Delaware
5 Limited Liability Company; ASTOUND BROADBAND, LLC, a Washington Corporation, and
6 DOES 1 to 100, inclusive (hereinafter all collectively referred to as “Defendants”). On information
7 and belief, Plaintiff allege the following:

8 **INTRODUCTION**

9 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
10 Plaintiff for failure to pay minimum and overtime wages, meal and rest period violations, wage
11 statement violations, waiting time penalties, and unfair competition.

12 **JURISDICTION AND VENUE**

13 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
14 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
15 Labor Code, California Business and Professions Code, and Wage Order No. 16.

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
17 Defendant are foreign entities and have not designated any county in California as being where they
18 maintain their principal offices. In addition, some of the wrongful acts and violations of law asserted
19 herein occurred within Sacramento County, and Defendants’ obligation to pay wages arose in
20 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
21 (1984).

22 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
23 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself
24 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
25 notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on
26 approximately July 25, 2023. Plaintiff provided facts and legal bases for his claims within the notice to
27 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff
28 submitted the \$75.00 filing fee. The July 25, 2023, notice was also sent via certified mail to Defendants

1 on the same day. Plaintiff is informed and believes, that to date, the LWDA has not provided any
2 response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and believes that he
3 has exhausted all administrative remedies pursuant to the Private Attorneys General Act and may bring
4 this action on behalf of himself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3(a)(2)(A),
5 (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved
6 Employees includes all individuals who have, or continue to, work for WaveDivision Holdings, LLC in
7 California as non-exempt employees from July 25, 2022, to the present.

8 **PARTIES**

9 5. ALBERT CARR is an individual over the age of eighteen (18) and is a resident of the
10 State of California.

11 6. On information and belief, Plaintiff alleges, WAVEDIVISION HOLDINGS, LLC, is
12 now and/or at all times mentioned in this Complaint was a Delaware Limited Liability Company and
13 the owner and operator of an industry, business and/or facility doing business in the State of
14 California.

15 7. On information and belief, Plaintiff alleges, ASTOUND BROADBAND, LLC, is now
16 and/or at all times mentioned in this Complaint was a Washington Corporation and the owner and
17 operator of an industry, business and/or facility doing business in the State of California.

18 8. On information and belief, Plaintiff alleges, OH WDH HOLDCO, LLC, is now and/or
19 at all times mentioned in this Complaint was a Delaware Limited Liability Company and the owner
20 and operator of an industry, business and/or facility doing business in the State of California.

21 9. Defendants DOES 2 through 100 are affiliates, subsidiaries and related entities and the
22 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
23 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
24 names and capacities of these DOE Defendants when they are ascertained.

25 10. At all times mentioned herein, each Defendant was the agent or employee of each of the
26 other Defendants and was acting within the course and scope of such agency or employment. The
27 Defendants are jointly and severally liable to Plaintiff.

1 11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
2 were members of and/or engaged in a joint employment, joint venture, partnership and common
3 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
4 joint venture, partnership and common enterprise.

5 12. Defendants, and each of them, now and/or at all times mentioned in this Complaint
6 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

7 13. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
8 wrongs, complaints, injuries and/or damages alleged in this Complaint.

9 **CLASS ALLEGATIONS**

10 14. Plaintiff brings the First through Seventh Causes of Action on behalf of himself and
11 all others similarly situated as a class action pursuant to California Code of Civil Procedure section
12 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

13 All individuals who have, or continue to, work for WAVEDIVISION
14 HOLDINGS, LLC in California as hourly, non-exempt employees from
July 26, 2019, to the present.

15 15. This action has been brought and may be properly maintained as a class action,
16 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
17 defined community of interests in the litigation and the proposed class is easily ascertainable.

18 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
19 is impracticable under the circumstances of this case. While the exact number of class
20 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
21 Defendants have employed as many as fifty (50) individuals falling within the above
22 stated class definition throughout the State of California during the applicable statute of
23 limitations, who were subjected to the policies and practices outlined in this Complaint.
24 As such, joinder of all members of the putative class is not practicable.

25 (b) Common Questions Predominate: Common questions of law and fact exist as to all
26 members of the putative class and predominate over questions that affect only individual
27 members of the class. These common questions of law and fact include, without
28 limitation, the following:

- (1) Whether Defendants paid the putative class for all hours worked;
 - (2) Whether Defendants failed to pay the putative class the correct regular rates of pay for the purpose of paying overtime, meal premiums, rest premiums, and paid sick time;
 - (3) Whether Defendants failed to accurately track hours worked for the putative class;
 - (4) Whether Defendants authorized and permitted all meal periods;
 - (5) Whether Defendants authorized and permitted all rest periods;
 - (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and
 - (7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.
- (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were paid incentives and nondiscretionary bonuses in addition to hourly wages, but were not paid the correct regular rates of pay for the purpose of overtime wages, meal and rest premiums and paid sick time. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.
- (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the putative
3 class is impracticable. Class action treatment will permit a larger number of similarly
4 situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without the unnecessary duplication of effort and expense that numerous
6 individual actions would engender. Further, as damages suffered by each individual
7 member of the class may be relatively small, the expenses and burden of the individual
8 litigation would make it difficult or impossible for individual members of the class to
9 redress the wrongs done to them, and an important public interest will be served by
10 addressing the matter as a class action. The cost to the court system of adjudication of
11 such individualized litigation would be substantial. Individualized litigation would also
12 present the potential for inconsistent or contradictory judgments.

13 16. Plaintiff is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 **GENERAL ALLEGATIONS**

16 17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully
17 set forth herein.

18 18. Plaintiff and similarly situated employees worked for Defendants within the claim period
19 as non-exempt employees. Plaintiff and similarly situated employees regularly worked over eight (8)
20 hours in a day and/or forty (40) hours in a week.

21 19. Defendants were understaffed and required Plaintiff and similarly situated employees to
22 perform work off-the-clock to avoid paying them overtime wages. Defendants were aware that Plaintiff
23 and similarly situated employees were working additional hours that were not being paid. For example,
24 Plaintiff's supervisor turned off the GPS on Plaintiff's truck in order to avoid tracking the additional
25 hours Plaintiff worked. Plaintiff estimates he and similarly situated employees worked several hours of
26 time off-the-clock each week. As a result, Defendants owe Plaintiff and similarly situated employees
27 minimum and overtime wages.
28

1 20. Defendants paid Plaintiff and similarly situated employees an hourly rate in addition to
2 incentive pay such as pay for being on call, etc., and nondiscretionary bonuses. However, Defendants
3 failed to incorporate the value of these additional payments into Plaintiff's and similarly situated
4 employees' regular rates of pay for the purpose of paying overtime wages, meal period premiums, rest
5 period premiums, and paid sick time. For example, during Defendants' 2/12/23 to 2/17/23 pay period,
6 Plaintiff's paystub reflects that Defendants paid Plaintiff \$350 for being on call, four meal period
7 premiums, and 20.16 hours of overtime. Defendants paid Plaintiff's overtime wages at exactly 1.5x his
8 base hourly rate and Plaintiff's meal premiums at exactly his base hourly rate, which does not include
9 any adjustment for the value of the payments he earned for working on call. This practice of Defendants
10 not to incorporate the value of incentive pay and nondiscretionary bonuses into the regular rates of pay
11 resulted in unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, and unpaid
12 sick leave for Plaintiff and similarly situated employees.

13 21. Defendants did not authorize and permit Plaintiff and similarly situated employees to take
14 all meal and rest periods owed to them. Defendants employed Plaintiff and similarly situated employees
15 for work for periods of more than five hours without providing them an off-duty meal period of at least
16 30 minutes. Defendants did not have a policy or practice to provide Plaintiff and similarly situated
17 employees with second meal periods when they worked shifts longer than ten (10) hours. Defendants
18 employed Plaintiff and similarly situated employees for periods of more than 3.5 hours without
19 providing them 10-minute rest periods. Defendants did not have a policy or practice to provide Plaintiff
20 and similarly situated employees with a second rest period or third rest period when they worked shifts
21 longer than ten (10) hours. Defendants regularly were understaffed and had a large amount of work for
22 Plaintiff and similarly situated employees to complete which prevented them from being able to take all
23 meal and rest periods they were entitled to. For example, Defendants received hundreds of calls from
24 customers about service interruptions that were time sensitive. Plaintiff estimates that about 98% of his
25 meal and rest periods were late or he was unable to take them. Plaintiff believes similarly situated
26 employees missed a similar percentage of meal and rest periods due to their workload and the
27 understaffing. Defendants did not pay Plaintiff and similarly situated employees all missed meal and
28 rest period premiums they were owed.

1 22. In addition, Defendants failed to keep accurate time records for Plaintiff and similarly
2 situated employees Defendants would modify Plaintiff's and similarly situated employees' time records
3 to avoid paying all meal premiums owed.

4 23. Defendants unlawfully deducted wages from Plaintiff and similarly situated employees.
5 For example, on or about June 6, 2023, Defendants deducted \$1,302.27 from wages they previously paid
6 to Plaintiff.

7 24. Defendants failed to provide Plaintiff and similarly situated employees with accurate
8 wage statements. The wage statements Defendants provided did not accurately itemize employees'
9 gross and net wages, meal period premiums, rest period premiums, paid sick time, and all applicable
10 hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours
11 worked at each hourly rate.

12 25. At the time of Plaintiff's and similarly situated employees' termination or separation,
13 Plaintiff and Aggrieved Employees had overtime, sick time, and meal and rest period premiums owing
14 to them. To date, Defendants have not paid Plaintiff and similarly situated employees these wages they
15 are owed.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**
18 **FAILURE TO PAY MINIMUM WAGES**
19 **(As to all Defendants)**

20 26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully
21 set forth herein.

22 27. For the period preceding the filing of this Complaint, Defendants were required to
23 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
24 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 16, section 4(A); Cal. Lab. Code §
25 1194.

26 28. Plaintiff and similarly situated employees were not exempt to the State's Minimum Wage
27 Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed
28 to do so.

29. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 29 as though fully set forth herein.

31. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 16, section (3)(A); Cal. Lab. Code §§ 510, 1194.

32. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

33. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

34. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as though fully set forth herein.

36. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

1 37. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 16, section
2 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
3 minutes for each work period of more than five (5) hours.

4 38. California Labor Code section 512 and Wage Order No. 16 section 11(B) further
5 provide that employers may not employ employees for a work period for more than ten (10) hours
6 per day without providing the employee with a second meal period of at least thirty (30) minutes.
7 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
8 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
9 (1) hour of pay at their regular rate of compensation for each meal period not provided.

10 39. Defendants employed Plaintiff and similarly situated employees for periods of more
11 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
12 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
13 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
14 employees to take their first meal period before the completion of their fifth hour of work and failed
15 to allow Plaintiff and similarly situated employees to take their second meal period before the
16 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
17 rights to all meal periods throughout their employment.

18 40. Defendants further failed to pay Plaintiff and similarly situated employees the
19 applicable meal period premiums for any such missed meal breaks.

20 41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
21 employees have been damaged as stated in the section below entitled "DAMAGES," which is
22 incorporated here to the extent pertinent as if set forth here in full.

23 **FOURTH CAUSE OF ACTION**
24 **REST PERIOD VIOLATIONS**
(As to all Defendants)

25 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully
26 set forth herein.

27 43. An employer must provide an employee a rest period in accordance with the
28 applicable Wage Order and California Labor Code section 226.7.

1 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
2 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, and 512 all in an
3 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

4 **EIGHTH CAUSE OF ACTION**
5 **PRIVATE ATTORNEYS GENERAL ACT**
6 **(As to all Defendants)**

6 64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully
7 set forth herein.

8 65. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
9 following provisions of the Labor Code in their dealings with him and other similarly situated current
10 and former employees:

- 11 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16, § 4 (Failure to Pay
12 Minimum Wages)
- 13 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 16, § 3 (Failure to Pay
14 Overtime Wages)
- 15 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
16 Statements)
- 17 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 18 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
19 Work in Any Industrial Welfare Commission Order)
- 20 • Violation of Labor Code §§ 226.7, 512; IWC Wage Order 16, §§ 11(A) and 11(B)
21 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 22 • Violation of Labor Code § 226.7; IWC Wage Order 16, § 12(A) (Failure to Provide
23 Rest Periods or Pay Premiums in Lieu Thereof)
- 24 • Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and
25 Unlawful Deductions)
- 26 • Violation of Labor Code § 226.3, 1174 (Failure to Maintain Accurate Records)
- 27 • Violation of Labor Code § 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Eighth Cause of Action:

a. For civil penalties as provided for in the Labor Code for each enumerated violation in an amount to be proven at trial;

b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and

d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

8. For such other and further relief as this Court may deem just and proper, including, but not limited to:

a. Wages as proved at trial;

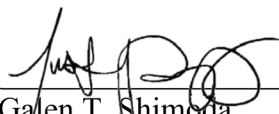
b. Injunctive and Declaratory relief;

c. Attorney's fees and costs as provided for by law; and

d. Interest.

Dated: April 9, 2024

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorneys for Plaintiff

1 Carr v. WaveDivision Holdings, LLC
2 Sacramento County Superior Court of California 23CV005516

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On April 16, 2024, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Shannon B. Nakabayashi 11 Jackson Lewis P.C. 12 50 California Street, 9 th Floor 13 San Francisco, California 94111 14 Phone: (415) 796-5407 Email: shannon.nakabayashi@jacksonlewis.com Fatimah.Sikin@jacksonlewis.com	Samuel J. Maselli Jackson Lewis P.C. 400 Capitol Mall, Suite 1600 Sacramento, California 95814 Phone: (916) 341-0404 Email: samuel.maselli@jacksonlewis.com
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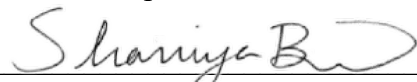
15 [] [By First Class Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Salt Lake City, Utah, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
22 above. No error was reported by the e-mail service that I used.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct, and that this declaration was executed on April 16, 2024, at Salt Lake City, Utah.

26 
27 Shaniya Baird
28