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Matthew A. Haulk (SBN 272457)
Email: mhaulk@hemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiffs
MOISES CHIGO VAZQUEZ, MARTIN MORALES LOPEZ, and
JULIO CESAR DIAZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MOISES CHIGO VAZQUEZ, an individual,
MARTIN MORALES LOPEZ, an individual,
JULIO CESAR DIAZ, an individual,

Plaintiffs,

vs.

RAAM CONSTRUCTION INC., a California
Corporation, and DOES 1 TO 50,

Defendants.

CASE NO.: 23AHCV01442

FIRST AMENDED COMPLAINT FOR:

- 1. UNPAID WAGES AND OVERTIME**
- 2. FAILURE TO PROVIDE REST PERIODS**
- 3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 4. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
- 5. WRONGFUL DISCHARGE – PUBLIC POLICY**
- 6. VIOLATION OF LABOR CODE § 1102.5**
- 7. DISABILITY DISCRIMINATION – REASONABLE ACCOMMODATION**
- 8. DISABILITY DISCRIMINATION – FAILURE TO ENGAGE IN INTERACTIVE PROCESS**
- 9. RETALIATION UNDER FEHA**
- 10. DISABILITY DISCRIMINATION – DISPARATE TREATMENT**
- 11. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
- 12. VIOLATION OF LABOR CODE PRIVATE ATTORNEY GENERAL ACT (“PAGA”) – LABOR CODE § 2699.5**

[UNLIMITED CIVIL JURISDICTION]

FILED
Superior Court of California
County of Los Angeles
12/06/2023 12-04-23
David W. Slayton, Executive Officer / Clerk of Court
By: J. Floyd Deputy

1 **INTRODUCTION**

2 1. Defendant RAAM Construction Inc. employed Plaintiffs Moises Chigo
3 Vazquez, Martin Morales Lopez aka Ricardo Gonzalez, and Julio Cesar Diaz as drywall
4 installers in the construction industry. During that period, Defendants regularly required
5 Plaintiffs and their other employees to work overtime hours without payment of overtime
6 wages and failed to provide regular and timely rest periods or pay premium pay for missed
7 or delayed rest periods.

8 2. In addition, and during his employment, Plaintiff Lopez suffered a workplace
9 injury, and was terminated shortly after a medical leave of absence. Plaintiff Vazquez was
10 terminated shortly thereafter for refusing to provide false information to investigators
11 pertaining to Mr. Lopez's workplace injury. Plaintiffs Vazquez and Lopez were wrongfully,
12 and constructively, discharged from employment in violation of California public policy.

13 3. Plaintiffs bring this action for wage and hour violations, wrongful termination
14 in violation of public policy and in violation of the California Fair Employment and Housing
15 Act. Plaintiffs seek all available forms of legal relief, including compensatory damages,
16 civil penalties, liquidated damages and penalties, punitive damages, and attorney's fees
17 and costs.

18 **PARTIES**

19 4. Plaintiff Moises Chigo Vazquez is a natural person and is domiciled in
20 California.

21 5. Plaintiff Martin Morales Lopez is a natural person and is domiciled in
22 California.

23 6. Plaintiff Julio Cesar Diaz is a natural person and is domiciled in California.

24 7. Defendant RAAM Construction Inc., a California Corporation, was at all
25 relevant times doing business in Los Angeles County, California.

26 8. Plaintiffs are ignorant of the true names and capacities of the defendants
27 sued under the fictitious names of Does 1 through 50. Plaintiffs will amend this Complaint
28 to show their true names and capacities when the same have been ascertained. Plaintiffs

1 are informed and believe that each of the fictitiously named Doe Defendants is legally
2 responsible in some manner for the occurrences alleged and that Plaintiffs' injuries and
3 damages, as alleged, were proximately caused by these Doe Defendants' actions.

4 9. RAAM Construction Inc. and Doe Defendants 1 through 50, inclusive, are
5 referred to herein collectively as "Defendants". Plaintiffs are informed and believe and
6 thereon allege that at all times pertinent hereto, each Defendant was the agent and
7 employee of each of its co-Defendants, and in doing the things described herein, was
8 acting within the course and scope of his/her authority as such agent and employee, and
9 each Defendant ratified and approved the acts of his/her agents and employees.
10 Defendants acted as Plaintiffs' "employer" and are responsible for any and all damages
11 claimed by Plaintiffs in this action under Labor Code section 558.1.

12 **FACTUAL ALLEGATIONS**

13 10. Plaintiffs worked as laborers for Defendants. Mr. Vazquez was employed
14 from Mach 2022 through October 2022. Mr. Lopez and Mr. Diaz were employed from
15 approximately June 2022 through September 2022.

16 11. Plaintiffs were compensated at the regular rate of pay of approximately
17 \$25.00/hour for commercial projects and approximately \$48.57 for public projects.
18 Plaintiffs generally worked 6 days per week for at least 8 hours per day (7am to 3:30pm).
19 Defendants permitted Plaintiffs to take one thirty minute meal period per shift and no rest
20 breaks.

21 12. Defendants failed to pay Plaintiffs an overtime rate of pay when they worked
22 more than 8 hours in a day or when they worked more than 40 hours in a week. Instead,
23 Defendants compensated Plaintiffs (and similarly aggrieved employees) in cash at their
24 straight time rate of pay for overtime hours worked.

25 13. Plaintiffs were required to report to temporary work locations. Defendants do
26 not compensate or reimburse their employees for the travel time which exceeds their
27 ordinary commute time. See 2002 D.L.S.E. Manual ¶ 46.3.1.

28 14. On or around August 27, 2022, Lopez suffered a workplace back injury.

1 Lopez required a short one-week leave of absence. Approximately two-weeks following
2 his return to work, Defendants communicated to Lopez that no further work was available
3 for him.

4 15. In October 2022, Lopez filed a worker's compensation claim against
5 Defendants. Following this, RAAM Construction Inc. owner, Richard Lara, initiated an
6 intimidation campaign against Mr. Vasquez. Specifically, Mr. Lara instructed Mr. Vasquez
7 to provide false information to workers' compensation investigators, stating that Mr. Lopez
8 did not sustain a work-related injury. When Mr. Vasquez refused to comply with this
9 request, his employment was terminated.

10 **FEHA ALLEGATIONS**

11 16. Plaintiffs allege causes of action under California's Fair Employment and
12 Housing Act (the "FEHA"). Plaintiffs have obtained a right to sue notice issued by the
13 Department of Fair Employment and Housing, exhausted administrative remedies, and
14 satisfied all pre-filing requirements.

15 **NOTICE OF DAMAGES**

16 17. For notice purposes, and should Defendants fail to respond to this
17 Complaint, Plaintiffs will seek a default judgment against Defendants, and each of them,
18 in an amount up to \$1,000,000 for compensatory damages, an equivalent amount in
19 liquidated damages, and \$2,000,000 in civil penalties in accordance with proof at the time
20 of the default hearing. This notice is provided in order to comply with due process
21 requirements for the purpose of a default judgment. If Defendants respond to this
22 Complaint and appear in this action, Plaintiffs will seek damages in accordance with proof
23 at the time of trial.

24 **FIRST CAUSE OF ACTION** 25 **UNPAID REGULAR WAGES AND OVERTIME** 26 **(Plaintiffs Against All Defendants)**

27 18. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
28 if they were re-alleged and set forth herein.

19. Under Labor Code §§ 204, 215, 216, 218.5, 510, 1194, 1194.2, 1197, 1199,

1 and the applicable IWC Wage Order, it is unlawful for an employer to suffer or permit an
2 employee to work without paying wages for all hours worked. "Hours worked" is defined
3 to include the time an employee is suffered or permitted to work, whether or not required
4 to do so. At all relevant times, Defendants have failed to pay Plaintiffs for all hours worked
5 and/or have regularly and consistently maintained policies and practices of refusing to pay
6 Plaintiffs for all hours worked.

7 20. **Unpaid Regular Wages:** Plaintiffs should have received regular wages
8 according to the hours worked during Plaintiffs' employment. Defendants owe Plaintiffs
9 regular wages and have failed and refused, and continue to fail and refuse, to pay Plaintiffs
10 the amounts owed as regular wages.

11 21. **Unpaid Overtime Wages:** Plaintiffs were entitled to overtime compensation
12 for all overtime hours worked during Plaintiffs' employment. During Plaintiffs' employment,
13 Defendants failed to pay Plaintiffs for all hours worked, including Plaintiffs' overtime hours,
14 and Plaintiffs are therefore entitled to the amounts owed as overtime wages.

15 22. **Liquidated Damages:** Plaintiffs are entitled to liquidated damages under
16 Labor Code section 1194.2(a) and, separately, liquidated damages under The Fair Labor
17 Standards Act ("FLSA"), See 29 U.S.C. 216(b). To the extent Plaintiffs do not recover
18 liquidated damages under both provisions, or is not entitled to recover liquidated damages
19 under both provisions, Plaintiffs seek the greater award of liquidated damages.

20 23. As a direct and proximate result of Defendants' conduct, as set forth herein,
21 Plaintiffs have sustained damages and been deprived of wages and overtime
22 compensation that are owed in amounts to be proven at trial. Plaintiffs are entitled to
23 recovery of such amounts, plus interest, liquidated damages, and attorneys' fees and
24 costs.

25 **SECOND CAUSE OF ACTION**
26 **FAILURE TO PROVIDE REST PERIODS**
27 **(Plaintiffs Against All Defendants)**

28 24. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
if they were re-alleged and set forth herein.

1 25. Plaintiffs worked for Defendants on one or more workdays for more than
2 three and one half hours.

3 26. Defendants did not authorize and permit Plaintiffs to take one or more 10-
4 minute rest breaks to which Plaintiffs were entitled.

5 27. As a result of the unlawful acts of Defendants set forth herein, Plaintiffs are
6 entitled to recover damages against Defendants.

7 **THIRD CAUSE OF ACTION**
8 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
9 **(Plaintiffs Against All Defendants)**

10 28. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
if they were re-alleged and set forth herein.

11 29. Defendants knowingly and intentionally failed to provide timely, accurate,
12 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
13 IWC Wage Order. Such failure caused injury to Plaintiffs by, among other things, impeding
14 Plaintiffs from knowing the amount of wages to which Plaintiffs are and were legally
15 entitled. At all times relevant herein, Defendants have failed to maintain records of hours
16 worked by Plaintiffs as required under Labor Code §1174(d).

17 30. Prior to the completion of discovery, and to the best of Plaintiffs' knowledge
18 at the time of filing this Complaint, Plaintiffs' good faith estimate of the number of pay
19 periods in which Defendants have failed to provide accurate itemized wage statements to
20 Plaintiffs is each and every pay period during Plaintiffs' employment. Plaintiffs seek the
21 amount provided under Cal. Lab. Code §226(e), including the greater of all actual
22 damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and
23 one hundred dollars (\$100) for each violation in a subsequent pay period.

24 **FOURTH CAUSE OF ACTION**
25 **WAITING-TIME PENALTY FOR NONPAYMENT OF WAGES**
26 **(Plaintiffs Against All Defendants)**

27 31. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
if they were re-alleged and set forth herein.

28 32. Plaintiffs separated from employment with Defendants as further alleged

herein. Upon separation, and within the statutorily required timeline, Defendants willfully failed to pay Plaintiffs all wages when due.

33. Plaintiffs seeks waiting time penalties as authorized by law, including Labor Code sections 203 and 218.

FIFTH CAUSE OF ACTION
WRONGFUL DISCHARGE – PUBLIC POLICY
(Vazquez and Lopez Against All Defendants)

34. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

35. Plaintiffs were employed by Defendants. Defendants discharged Plaintiffs from employment. As further alleged herein, a substantial motivating reason for Plaintiffs' discharge was in violation of public policy.

36. Defendants' discharge of Plaintiffs was a substantial factor in causing Plaintiffs to suffer harm and damages.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 1102.5
(Vazquez Against All Defendants)

37. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

38. Labor Code section 1102.5(c) prevents an employer from retaliating against an employee for refusing to engage in illegal activities, or for refusing to engage in "activities which the employee reasonably believes would be a violation of federal or state law." As set forth above, Defendants violated this section by wrongfully terminating Plaintiff's employment on or about October 11, 2022 following Plaintiff's objection to Defendants' unlawful direction to provide false information to workers' compensation investigators.

39. Defendants' retaliation of Plaintiff was a substantial factor in causing Plaintiff to suffer harm and damages.

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SEVENTH CAUSE OF ACTION
DISABILITY DISCRIMINATION – REASONABLE ACCOMMODATION
(Lopez Against All Defendants)

40. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

41. Defendants employed Plaintiff as further described and alleged herein.

42. Defendants knew that Plaintiff had a physical or mental condition that limited a major life activity and/or Defendants treated Plaintiff as if Plaintiff had a physical or mental condition that limited a major life activity.

43. Plaintiff was able to perform the essential duties of Plaintiff's position or a vacant alternative position to which Plaintiff could have been reassigned with reasonable accommodations. Defendants failed to provide reasonable accommodations.

44. Plaintiff was harmed and suffered legal damages, and Defendants' failure to provide reasonable accommodation was a substantial factor in causing Plaintiff's harm.

EIGHTH CAUSE OF ACTION
DISABILITY DISCRIMINATION – FAILURE TO ENGAGE IN INTERACTIVE PROCESS
(Lopez Against All Defendants)

45. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

46. Defendants employed Plaintiff as further described and alleged herein and Plaintiff had a physical or mental condition that was known to Defendants.

47. Plaintiff requested that Defendants make a reasonable accommodation so that Plaintiff would be able to perform the essential job requirements.

48. Plaintiff was willing to engage in an interactive process to determine whether reasonable accommodation could be made so that Plaintiff would be able to perform the essential job requirements.

49. Defendants failed to participate in a timely good-faith interactive process with Plaintiff to determine whether a reasonable accommodation could be made.

50. Plaintiff was harmed and suffered legal damages, and Defendants' failure to engage in a good-faith interactive process was a substantial factor in causing Plaintiff's

1 harm and legal damages.

2 **NINTH CAUSE OF ACTION**
3 **RETALIATION UNDER FEHA**
4 **Gov. Code § 12940(h)**
(Lopez Against All Defendants)

5 51. Plaintiff incorporates by reference all other paragraphs of this Complaint as
6 if they were re-alleged and set forth herein.

7 52. Plaintiff engaged in protected activity under the FEHA. Defendants took
8 adverse employment action against Plaintiff and/or subjected Plaintiff to adverse
9 employment action as described herein. Plaintiff's engagement in protected activity was a
10 substantial motivating reason for Defendants' decision to take or subject Plaintiff to the
11 adverse employment action described herein.

12 53. Plaintiff has suffered harm and legal damages and Defendants decision to
13 take and/or subject Plaintiff to adverse employment action was a substantial factor in
14 causing Plaintiff to suffer harm.

15 **TENTH CAUSE OF ACTION**
16 **DISABILITY DISCRIMINATION – DISPARATE TREATMENT**
(Lopez Against All Defendants)

17 54. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
18 if they were re-alleged and set forth herein.

19 55. Defendants employed Plaintiff as further described and alleged herein.

20 56. Defendants knew that Plaintiff had a physical or mental condition that limited
21 a major life activity, or a history of such a condition. Plaintiff was able to perform the
22 essential job duties of Plaintiffs' position either with or without reasonable
23 accommodations.

24 57. Defendants took adverse employment action against Plaintiff. Plaintiff's
25 history of a physical or mental condition that limited a major life activity, or a history of such
26 a condition, was a substantial motivating reason for the adverse employment action
27 against Plaintiff.

28 58. Plaintiff was harmed and suffered legal damages, and Defendants' conduct

1 was a substantial factor in causing Plaintiff's harm.

2 **ELEVENTH CAUSE OF ACTION**
3 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
4 **(Plaintiffs Against All Defendants)**

5 59. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
6 if they were re-alleged and set forth herein.

7 60. Defendants' violations of the Labor Code and other laws and regulations as
8 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
9 constitute unfair business practices in violation of the Unfair Competition Law, Business
10 and Professions Code § 17200 et seq.

11 61. As a result of Defendants' unfair business practices, Defendants have
12 reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the
13 public. Defendants' utilization of such unfair business practices constitutes unfair
14 competition and provides an unfair advantage over Defendants' competition. Defendants
15 should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff.

16 62. Defendants' unfair business practices entitles Plaintiffs to seek preliminary
17 and permanent injunctive relief, including but not limited to orders that Defendants account
18 for, disgorge and restore to Plaintiffs any compensation unlawfully withheld from Plaintiff,
19 and for which Defendants were unjustly enriched.

20 **TWELFTH CAUSE OF ACTION**
21 **VIOLATION OF LABOR CODE PRIVATE ATTORNEY GENERAL ACT**
22 **("PAGA") – LABOR CODE § 2699.5**
23 **(Plaintiffs Against All Defendants)**

24 63. Plaintiffs incorporates by reference all other paragraphs of this Complaint as
25 if they were re-alleged and set forth herein.

26 64. Plaintiffs bring this cause of action on behalf of themselves and all other
27 aggrieved current and former employees of Defendants and seeks civil penalties for
28 Defendants' violations of California's Labor code including but not limited to those alleged
herein. On or about August 24, 2023, Plaintiffs filed a claim with the California Labor and
Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail

1 to Defendants.

2 65. The LWDA has not responded and its last day to respond has expired.
3 Plaintiffs have exhausted administrative remedies and, pursuant to Labor Code section
4 2699.2, Plaintiffs are permitted to pursue their PAGA cause of action on their behalf and
5 on behalf of all other aggrieved current and former employees of Defendants

6 66. Each Plaintiff is an aggrieved employee. Each Plaintiff was employed by
7 Defendants and the violations alleged herein were committed against each Plaintiff. At the
8 time of each violation, Defendants employed one or more employees. As a result of the
9 aforesaid wrongful and illegal conduct of the Defendant, and each of them, Plaintiffs are
10 entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 13 1. For compensatory damages in an amount to be proven at trial;
- 14 2. General and special damages, in an amount to be proven at trial;
- 15 3. For statutory damages and penalties, including but not limited to, all
16 penalties authorized under PAGA;
- 17 4. For temporary, preliminary, and permanent injunction;
- 18 5. Attorney's fees and costs of suit;
- 19 6. For punitive and exemplary damages;
- 20 7. For liquidated damages as provided by law, including but not limited to,
21 under the Fair Labor Standards Act ("FLSA");
- 22 8. Pre-judgment interest on any damages or other amounts deemed payable;
- 23 9. Other or further relief as the Court deems just and proper;

24 Dated: December 4, 2023

HAULK & HERRERA LLP

25
26 By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiffs

PROOF OF SERVICE

Moises Chigo Vazquez, et al. v. RAAM Construction, Inc.
Los Angeles County Superior Court, Case No.: 23AHCV01442

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): FIRST AMENDED COMPLAINT FOR: 1. UNPAID WAGES AND OVERTIME 2. FAILURE TO PROVIDE REST PERIODS 3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 4. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 5. WRONGFUL DISCHARGE – PUBLIC POLICY 6. VIOLATION OF LABOR CODE § 1102.5 7. DISABILITY DISCRIMINATION – REASONABLE ACCOMMODATION 8. DISABILITY DISCRIMINATION – FAILURE TO ENGAGE IN INTERACTIVE PROCESS 9. RETALIATION UNDER FEHA 10. DISABILITY DISCRIMINATION – DISPARATE TREATMENT 11. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 12. VIOLATION OF LABOR CODE PRIVATE ATTORNEY GENERAL ACT (“PAGA”) – LABOR CODE § 2699.5	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Irina J. Mazor, Esq. Peter F. Lindborg, Esq. LINDBORG & MAZOR LLP 550 North Brand Boulevard, Suite 1830 Glendale, CA 91203 Email: imazor@lmlp.com plindborg@lmlp.com Attorneys for Defendant Raam Construction, Inc.	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the persons at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of

		Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. X	By Electronic Transmission. I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on December 4, 2023	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

December 4, 2023	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)