

APR 16 2024

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

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Attorneys for Plaintiff
NELSON F. CORTEZ MONTES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

NELSON F. CORTEZ MONTES, an
individual, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

TONY'S EXPRESS INC., a California
Corporation, JOHN OHLE, an individual,
and DOES 1 TO 50,

Defendants.

CASE NO.: CIVSB2314100

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. FAILURE TO PROVIDE MEAL PERIODS
2. FAILURE TO PROVIDE REST PERIODS
3. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES
4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200
6. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (PAGA)

[UNLIMITED CIVIL JURISDICTION]

INTRODUCTION

1. Defendant TONY'S EXPRESS INC. (the "Company") required its employees, including Plaintiff NELSON F. CORTEZ MONTES to work over twelve hours a day without legally compliant meal or rest periods. The Company failed to pay Plaintiff premium pay based on missed or delayed meal and rest periods. Plaintiff brings this

1 action to recover unpaid wages, penalties, attorney's fees and costs, and all other forms
2 of relief authorized by law.

3 JURISDICTION AND VENUE

4 2. Plaintiff, on behalf of himself and all other similarly situated, hereby brings
5 this Complaint for recovery of unpaid wages and penalties under California Business and
6 Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code,
7 including 201, 203, 226.7 and 512, and the applicable Industrial Welfare Commission
8 Wage Order (the "IWC Wage Order"), in addition to declaratory relief and restitution.

9 3. This court has jurisdiction over Defendants' violations of the California
10 Labor Code because the amount in controversy exceeds this court's jurisdictional
11 minimum. Venue in this court is proper because Defendants actively and regularly
12 conducted business in San Bernardino County, and a significant portion of the events
13 giving rise to this action occurred here.

14 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
15 causes of action based solely on, and arising from, California law. The claims of the class
16 are also individual claims for violations of California law described herein. These claims
17 arise from Defendants' common and systemic failure to provide timely meal breaks, for
18 their failure to authorize and permit rest breaks, failure to pay all wages due upon
19 separation, and their unfair business practices based on the foregoing.

20 PARTIES

21 5. Plaintiff NELSON F. CORTEZ MONTES is a natural person and domiciled
22 in San Bernardino County, California.

23 6. Defendant TONY'S EXPRESS INC., a California Corporation, was at all
24 relevant times doing business in San Bernardino County, California.

25 7. Defendant JOHN OHLE, an individual, is and at all relevant times was
26 domiciled in the State of California.

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

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

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

12 **CLASS ACTION ALLEGATIONS**

13 10. Plaintiff brings this case as a class action pursuant to California Code of
14 Civil Procedure § 382 on behalf of a class (hereafter the "Class") and on behalf of a sub-
15 class (hereafter the "Waiting Time Penalties Subclass") consisting of the following:

16 a. The Class: All persons who performed services in the State of California
17 during the Class Period as non-exempt employees for the Company ("Class Members").
18 The Class Period is the time period starting four years before the filing of the initial
19 Complaint in this action plus any additional time during which the statutes of limitation for
20 the causes of action herein were tolled pursuant to Emergency Rule 9 of the California
21 Rules of Court, the "Emergency Rules Related to COVID-19".

22 b. The Waiting Time Penalties Subclass: All members of the Class who
23 separated from their working relationship with the Company during the three years
24 immediately preceding the filing of the Complaint through the present plus any additional
25 time during which the statute of limitation was tolled pursuant to the Emergency Rules
26 Related to COVID-19 (the "Subclass Members"). On information and belief, all members
27 of the Waiting Time Penalty Subclass that are no longer working for the Company were
28 not paid all wages due at the time of their respective separation/termination.

1 11. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of
2 Court to amend or modify the class description with greater specificity, by division into
3 subclasses, or by limitation to particular issue.

4 12. This action has been brought and may properly be maintained as a class
5 action under the provisions of § 382 of the Code of Civil Procedure because there is a
6 well-defined community of interest in the litigation and the Class and Waiting Time
7 Penalties Subclass are easily ascertainable.

8 13. Numerosity. The members of the Class and Waiting Time Penalties
9 Subclass are so numerous that joinder of all members would be unfeasible and not
10 practicable. The membership of the class and subclass are unknown to Plaintiff at this
11 time; however, it is estimated that the Class and Subclass number greater than fifty (50)
12 individuals. The identity of such membership is readily ascertainable via inspection of the
13 Company's employment and personnel records.

14 14. Typicality. Plaintiff's claims are typical of the claims of the members of the
15 Class. Defendants subjected all Class Members and Subclass Members to identical
16 violations of the California Labor Code, the Wage Orders of the California Industrial
17 Welfare Commission, and the California Business and Professions Code. The factual
18 grounds of Defendants' violations are common to all Class Members and Subclass
19 Members and represent a common thread of unlawful conduct resulting in injury to all
20 members of the Class and Subclass.

21 15. Commonality. Common questions of law and fact exist with respect to all
22 members of the Class and predominate over any questions solely affecting individual
23 members. Issues of law and fact common to the Class include:

24 a. Whether Plaintiff and members of the Class were provided with and were
25 able to take 30 minute off-duty meal breaks for every five hours of work;

26 b. Whether Plaintiff and members of the Class were paid one hour of premium
27 pay for each day Defendants failed to provide a meal break;

28 c. Whether Plaintiff and members of the Class were authorized and permitted
to take 10 minute rest breaks for every 3.5 hours of work or major fraction therein;

1 d. Whether Plaintiff and members of the Class were paid one hour of premium
2 pay for each day Defendants failed to authorize and permit a rest break;

3 e. Whether Plaintiff and members of the Subclass who are former employees
4 were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-
5 203;

6 f. Whether Defendants issued itemized wage statements which failed to
7 accurately state the actual hours and/or pay rates that Plaintiff and Class Members
8 worked and the actual wages earned in violation of Cal. Labor Code § 226;

9 g. Whether the violations alleged in (a-e) above constitutes unfair business
10 practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the
11 Business and Professions Code.

12 16. Adequacy. Plaintiff will fairly and adequately represent the interests of the
13 Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff
14 is represented by attorneys who have class action experience in wage and hour and
15 class action law and are committed to vigorously prosecuting this action on behalf of the
16 members of the Class.

17 17. Superiority. A class action is superior to the other available methods for the
18 fair and efficient adjudication of this controversy since, among other things, joinder of all
19 Class Members is impracticable, and a class action will reduce the risk of inconsistent
20 adjudications or repeated litigation over the same conduct. Further, the expense and
21 burden of individual lawsuits would make it virtually impossible for Class Members,
22 Defendant, or the court to cost-effectively redress separately the unlawful conduct
23 alleged. Plaintiff knows of no difficulties to be encountered in the management of this
24 action that would preclude its maintenance as a class action.

25 **GENERAL FACTUAL ALLEGATIONS**

26 18. Plaintiff worked for Defendants as a loader from August 2019 through May
27 30, 2023.

28 19. Defendants provided Plaintiff and similarly aggrieved employees with only
one 30-minute break per day and two 15-minute rest breaks, irrespective of the hours

1 worked. Plaintiff regularly and routinely worked in excess of ten and twelve hours per
2 shift. Plaintiff was therefore deprived of at least one timely meal and rest period each day
3 of employment. Defendants failed to compensate Plaintiff (and all other putative class
4 members) with required premium pay for missed and delayed meal and rest breaks

5 20. Plaintiff and the Class Members, including the Subclass Members, were
6 employed as non-exempt workers in California by the Defendants at various times during
7 the Class Period.

8 A. Failure to Pay Break Premiums

9 21. During the Class Period, Plaintiff, like other members of the Class, was
10 discouraged from taking code compliant meal and rest breaks and Company did not
11 authorize or permit code compliant meal and rest breaks. For example, Class Members
12 were provided with only one thirty-minute meal period and two fifteen-minute rest breaks
13 irrespective of the hours worked per day, which regularly exceeded 12 hours. During the
14 Class Period, Plaintiff, like other members of the Class, was not paid one hour of
15 premium pay for missed or delayed meal breaks and was not paid one hour of premium
16 pay for missed or delayed rest breaks.

17 B. Failure to Pay All Wages Upon Separation

18 22. During the Class Period, Plaintiff separated from employment with the
19 Company. However, and like other Subclass Members, he was not paid all wages owed
20 to him at the time of separation, including premium pay for missed and delayed meal and
21 rest periods. On information and belief, the Company's refusal to pay all wages owed to
22 former employees continues, and none of the Subclass Members have been paid all
23 wages owed, despite weeks, months, and years since their respective employment
24 separations.

25 C. Failure to Furnish Accurate Wage Statements

26 23. During the Class Period, Plaintiff, like other Class Members, was were
27 never issued wage statements reflecting actual hours worked and/or total wages earned.
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2 24. Defendant JOHN OHLE and Doe Defendants 1-50 acted as an employer or
3 “other person acting on behalf of an employer” with regard to Plaintiff and the Class.
4 Defendants violated, or caused to be violated Labor Code sections 203, 226.7, and 512.
5 Defendants are therefore liable under Labor Code section 558.1(a) as the employer for
6 such violation(s).

7 | **PAGA ALLEGATIONS**

25. On or around the date of the filing of this Complaint, Plaintiff filed a claim with the California Labor and Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail to Defendant. The LWDA has 60 calendar days to respond and, if it does not do so, Plaintiff will have exhausted Plaintiff's administrative remedies and, pursuant to Labor Code section 2699.2, will be permitted to pursue Plaintiff's PAGA claims in this court. The period for the LWDA to respond to the has not expired. If the LWDA does not respond within the applicable statutory period, Plaintiff will amend this Complaint to add a cause of action under PAGA.

6 FIRST CAUSE OF ACTION
7 FAILURE TO PROVIDE MEAL PERIODS
(Plaintiff on Behalf of Himself and the Class against All Defendants)

26. Plaintiff, on behalf of himself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

27. California Labor Code § 512 provides, in pertinent part, as follows: “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and the employee”.

28. Pursuant to Defendants' policies, the demands of Plaintiff's and the Class
Members' duties, Plaintiff was required to, and actually did, forego the meal periods
required to be provided to Plaintiff or was required to take them in an untimely manner

1 that violated the law. By failing to provide Plaintiff and the Class Members with these
2 meal periods, Defendants violated California Labor Code sections 512 and 226.7 and the
3 applicable IWC Wage Order. As a result of the unlawful acts of Defendants set forth
4 herein, Plaintiff and the Class Members are entitled to additional wages for the missed
5 and delayed meal periods.

6 **SECOND CAUSE OF ACTION**
7 **FAILURE TO PROVIDE REST PERIODS**
8 **(Plaintiff on Behalf of Himself and the Class against All Defendants)**

9 29. Plaintiff, on behalf of himself and the Class Members, incorporates by
10 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
11 herein.

12 30. The applicable IWC Wage Order authorizes and requires employees to take
13 paid rest periods based on the total hours worked daily at the rate often minutes rest per
14 four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer
15 shall require an employee to work during any . . . rest period mandated by an applicable
16 order of the Industrial Welfare Commission."

17 31. Pursuant to Defendants' policies and the demands of Plaintiff's and the
18 Class Members' duties, Plaintiff and the Class Members routinely were required to take
19 delayed rest periods and/or to skip rest periods. By requiring and permitting Plaintiff and
20 the Class Members to miss these rest periods, or take delayed rest periods, Defendants
21 violated California Labor Code section 226.7 and the applicable IWC Wage Order and
22 California Labor Code section 226.7. As a result of the unlawful acts of Defendants set
23 forth herein, Plaintiff and the Class Members are entitled to additional wages for the
24 missed and delayed rest periods.

25 **THIRD CAUSE OF ACTION**
26 **WAITING TIME VIOLATIONS**
27 **(Plaintiff on Behalf of Himself and the Class against All Defendants)**

28 32. Plaintiff, on behalf of himself and the Waiting Time Penalty Subclass,
incorporates by reference all other paragraphs of this Complaint as if they were re-
alleged and set forth herein.

1 33. California Labor Code §201(a) provides, in pertinent part, as follows: "If an
2 employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately."

4 34. California Labor Code §202(a) provides, in pertinent part, as follows: "If an
5 employee not having a written contract for a definite period quits his or her employment,
6 his or her wages shall become due and payable not later than 72 hours thereafter, unless
7 the employee has given 72 hours previous notice of his or her intention to quit, in which
8 case the employee is entitled to his or her wages at the time of quitting."

9 35. California Labor Code §206(a) provides, in pertinent part, as follows: "In
10 case of a dispute over wages, the employer shall pay, without condition, and within the
11 time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to
12 the employee all remedies he might otherwise be entitled to as to any balance claimed."

13 36. Where an employer willfully fails to pay, without abatement or reduction, in
14 accordance with sections 201 through 203 of the California Labor Code, all wages due to
15 an employee who has been discharged or has quit, California Labor Code §203 entitles
16 the affected employee to receive from the employer a penalty of up to 30 days wages
17 calculated from the due date of the wages until the time an action to recover the wages is
18 commenced.

19 37. As alleged herein, Defendants have failed to pay wages (including but not
20 limited to break premiums) to Plaintiff and the Waiting Time Penalty Subclass at the time
21 they became due and payable, and has thus violated sections 201, 202, 203 and 206 of
22 the California Labor Code.

23 38. Defendants' failure to pay wages as alleged herein was willful in that
24 Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving
25 all of their earned compensation because, inter alia, Defendants knowingly did not fully,
26 fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for
27 untimely and missed breaks.

28 39. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff
and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to

1 California Labor Code §203, continuing wages as a penalty for a total of 30 days.

2
3 **FOURTH CAUSE OF ACTION**
4 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
5 **(Plaintiff on Behalf of Himself and the Class against All Defendants)**

6 40. Plaintiff, on behalf of himself and the Class, incorporates by reference all
7 other paragraphs of this Complaint as if they were re-alleged and set forth herein.

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

15 42. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
16 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
17 periods in which Defendants have failed to provide accurate itemized wage statements to
18 Plaintiff and the Class in each and every pay period. Plaintiff and the Class are entitled to
19 damages in the amount provided under Cal. Lab. Code §226(e), including the greater of
20 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
21 occurred and one hundred dollars (\$100) for each violation in a subsequent pay period,
22 not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an
23 award of costs and reasonable attorney's fees.

24 **FIFTH CAUSE OF ACTION**
25 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
26 **(Plaintiff on Behalf of Himself and the Class against All Defendants)**

27 43. Plaintiff, on behalf of himself and the Class Members, incorporates by
28 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
herein.

44. Defendants' violations of the Labor Code and other laws and regulations as

1 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
2 constitute unfair business practices in violation of the Unfair Competition Law, Business
3 and Professions Code § 17200 et seq.

4 45. As a result of Defendants' unfair business practices, Defendants have
5 reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members,
6 and members of the public. Defendants' utilization of such unfair business practices
7 constitutes unfair competition and provides an unfair advantage over Defendants'
8 competition. Defendants should be made to disgorge the ill-gotten gains and restore
9 such monies to Plaintiff and the Class Members.

10 46. Defendants' unfair business practices entitles Plaintiff and the Class
11 Members to seek preliminary and permanent injunctive relief, including but not limited to
12 orders that Defendants account for, disgorge and restore to Plaintiff and the Class
13 Members any compensation unlawfully withheld from Plaintiff and the Class Members,
14 and for which Defendants were unjustly enriched.

15 **SIXTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
17 **(Plaintiff against All Defendants)**

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

20 48. Plaintiff brings this cause of action on behalf of himself and all other
21 aggrieved current and former employees of Defendants and seeks civil penalties for each
22 and every violation alleged herein. Plaintiff has filed a claim with the California Labor and
23 Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified
24 mail to Defendants.

25 49. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
26 before filing this Complaint. LWDA did not respond to his notice of the alleged violations
27 within the statutory timeframe, and Plaintiff has therefore exhausted administrative
28 remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and
the violations alleged herein were committed against Plaintiff. Plaintiff brings this action

on behalf of Plaintiff and all other current and former aggrieved employees. At the time of each violation, Defendants employed one or more employees.

50. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees against Defendants

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory and statutory damages in the amount of Plaintiff's and each Class Members break premiums, as well as an award of costs, interest, and reasonable attorney's fees.

2. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;

3. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from unpaid break premiums, and wages upon termination/resignation in accordance with the law;

4. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;

5. For all statutory penalties and liquidated damages as authorized by law, including all statutory penalties as authorized by PAGA;

6. Pre-judgment interest on any damages or other amounts deemed payable;

7. For attorney's fees and costs of suit;

8. For other or further relief as the Court deems just and proper.

Dated: March 4, 2024

HAULK & HERRERA LLP

By: 

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

PROOF OF SERVICE

Nelson F. Cortez Montes v. Tony's Express Inc., et al.
San Bernardino County Superior Court, Case No.: CIV SB 2314100

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 CLASS ACTION COMPLAINT FOR: 1. FAILURE TO PROVIDE MEAL PERIODS 2. FAILURE TO PROVIDE REST PERIODS 3. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 6. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (PAGA)	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Shiva Shirazi Davoudian, Esq. Devon Mills, Esq. Littler Mendelson P.C. 2049 Century Park East, 5th Floor Los Angeles, CA 90067-3107 Email: sdavoudian@littler.com DSMills@littler.com KWestMartin@littler.com LAispuro@littler.com Lauren Manso, Esq. Littler Mendelson P.C. 633 West 5th Street, 63rd Floor Los Angeles, CA 90071 Email: lmanso@littler.com <i>Attorneys for Defendants Tony's Express Inc. and John Ohle</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) 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 April 25, 2024	

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.

April 25, 2024	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)