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Attorneys for Plaintiff and Putative Class

SUPERIOR COURT OF CALIFORNIA
SAN DIEGO COUNTY – CENTRAL DIVISION

TROY ALEXANDER, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

CHURCHILL MORTGAGE
CORPORATION dba CHURCHILL
MORTGAGE HOME LOANS, a corporation
and DOES 1-25,

Defendant.

Case No.: 37-2023-00036042-CU-OE-CTL

CLASS ACTION

FIRST AMENDED COMPLAINT

- 1. Failure To Pay Rest Breaks**
- 2. Failure To Pay All Hours Worked**
- 3. Failure to Reimburse Business Expenses**
- 4. Failure To Provide Proper Wage Statements**
- 5. Failure To Pay Final Wages**
- 6. Unfair Business Practices**
- 7. PAGA**

JURY TRIAL DEMANDED

1 **I. NATURE OF ACTION**

2 **1.** Plaintiff Troy Alexander (“Alexander”) brings this putative class action against his
3 former employer, Churchill Mortgage Corporation dba Churchill Mortgage Home Loans
4 (“Churchill”), for failing to pay minimum wage for rest breaks, pay minimum wage and overtime
5 for all wages worked, provide proper wage statements, and provide final wages to terminated
6 employees.

7 **II. JURISDICTION AND VENUE**

8 **2.** **Jurisdiction:** The Superior Court of California for the County of San Diego has
9 jurisdiction over this matter under the Labor and Business and Professions Codes.

10 **3.** **Venue:** Venue is proper in this Court under Code of Civil Procedure section 395,
11 subdivision (a). Defendant regularly conducts business throughout California, including San Diego
12 County, and a substantial portion of the harm caused by Defendant to Plaintiffs and numerous other
13 putative Class Members took place in San Diego County.

14 **III. PARTIES**

15 **4.** **Plaintiff:** Alexander resides in San Diego County, California, and formerly worked
16 for Churchill.

17 **5.** **Defendant:** Churchill is a Tennessee corporation headquartered in Brentwood,
18 Tennessee. Churchill operates in California, including San Diego County. Churchill is liable for the
19 violations described in this complaint as an employer.

20 **6.** **DOE Defendants:** Alexander is ignorant about the defendants’ actual names sued as
21 DOES 1 through 25, inclusive, and their wrongful conduct, and therefore sues these defendants by
22 fictitious names. Alexander will seek Court leave to amend this complaint to allege their proper
23 names and capacities when ascertained. Alexander alleges on information and belief that at all
24 relevant times, DOES 1-25, inclusive, were agents, servants, employees, representatives, partners,
25 and related or affiliated entities of Churchill, and in doing the things hereinafter mentioned, were
26 acting in the course and scope of their agency, employment, or retention with defendants’
27 permission, consent, authority and ratification.

1 **7. Defendants’ Aiding And Abetting, Agency, Joint, And Alter Ego Relationship:**

2 Alexander alleges on information and belief that the named and DOE defendants were: (1) acting as
3 express agents, implied agents, ostensible agents, servants, partners, or employees of each other; (2)
4 acting within the scope of and under such agency and employment, and with the full knowledge,
5 consent, permission, approval, and ratification, either express or implied, of each of the other
6 defendants and benefited from the actions of every other defendant, thereby adopting such conduct
7 and actions as their own; (3) acting as each other’s alter egos; and (4) aiding and abetting and offering
8 substantial assistance.

9 **IV. BACKGROUND**

10 **8.** Alexander worked at Churchill for approximately five years as a Home Loan
11 Specialist.

12 **Churchill Failed to Pay Minimum Wage for Rest Breaks**

13 **9.** As per Churchill’s commission plan:

14 Employer shall pay Employee an hourly rate of at least the
15 applicable State required minimum wage for actual hours worked.
16 In calculating commission, the Base Compensation paid during the
17 current pay period will be deducted from any commissions payable
18 as set forth below. In the event that Employee’s Base Pay for the
19 applicable period exceeds the commission, any negative balance
20 will be carried over and reduced in the calculation of future
21 commissions, provided that Employee is not and may not be held
22 responsible for negative balances except to the extent that his/her
23 commissions can be reduced. Under no circumstance, and at no time
24 during or after employment, will Employee be required or expected
25 to re-pay the Company beyond and/or except as per the deductions
26 from commission described herein.

21 **10.** As per *Vaquero v. Stoneledge Furniture*, 9 Cal.App.5th 98 (2017), sales employees
22 paid commissions are entitled under IWC Order 7-2001 (Cal. Code Regs. tit. 8, § 11070) to receive
23 separate compensation for rest periods. Tracking hours worked, including rest periods, and paying a
24 guaranteed minimum hourly rate as an advance on commissions earned in later pay periods will not
25 satisfy an employer’s obligation to separately compensate for rest breaks if the formula used to
26 determine commissions does not include a component that directly compensated the employees for
27 rest periods, resulting in employees paid by commission receiving the same amount of compensation
28 regardless of whether they took rest periods. Churchill’s compensation formula fails to compensate

1 for rest breaks separately.

2 **Churchill Failed to Pay Minimum Wage and Overtime for all Hours Worked**

3 11. Despite Churchill's policy to provide Base Compensation for an extended timeframe,
4 Churchill did not provide Base Compensation to Alexander but instead paid him commission only,
5 resulting in Alexander working regular and overtime hours without being paid at least minimum
6 wage and overtime for all hours worked. This also resulted in Alexander often working weeks in
7 which he received no compensation or compensation far below minimum and overtime wages.

8 **Churchill Refused to Reimburse Incurred Business Expenses**

9 12. Churchill required Alexander to incur business expenses, particularly with working
10 remotely. These expenses included cellphone service, computer and cellphone accessories, paper,
11 ink, mandated memberships, internet access, mileage, etc. Alexander requested to be reimbursed
12 for his incurred business expenses, but Churchill refused, indicating it was against their policy and
13 practice. Churchill does not provide a stipend or reimburse those expenses as part of its
14 compensation plan.

15 **Churchill's Practices Resulted in Improper Wage Statements and Unpaid Final Wages**

16 13. Based on the above policies and practices, Churchill failed to provide proper wage
17 statements in violation of Labor Code § 226 and pay all final wages owed to Alexander and terminated
18 class members under the Labor Code § 203.

19 **V. CLASS ALLEGATIONS**

20 14. **Classes and Subclass:** This lawsuit is brought on behalf of an ascertainable class and
21 subclass:

22 **a. Class A:**

23 All Churchill Mortgage Corporation dba Churchill Mortgage Home Loans
24 ("Churchill") employees in California who earned commissions at any time since
25 August 21, 2019.

26 ///

27 ///

1 **b. Class B:**

2 All Churchill employees in California who incurred business expenses, such as
3 cellphone service, computer and cellphone accessories, paper, ink, mandated
4 memberships, internet access, mileage, and any necessary expenses to work
5 remotely, and were not reimbursed for any of those expenses at any time since
6 August 21, 2019.

7 **c. Subclass:**

8 All Class A members who resigned from or were terminated by Churchill since
9 August 21, 2020.

10 **15. Excluded from the Classes:** Excluded from the classes are Churchill, its corporate
11 parents, subsidiaries and affiliates, officers and directors, any entity in which Churchill has a
12 controlling interest, and the legal representatives, successors, or assigns of any such excluded persons
13 or entities, and Alexander's attorneys. Also excluded are any judges presiding over these proceedings
14 and their immediate families.

15 **16. Numerosity:** The class members are so numerous that the joinder of all members is
16 impracticable. While the exact numbers are unknown to Alexander, Alexander is informed and
17 believes the class consists of a hundred or more individuals. Members are readily ascertainable
18 through appropriate discovery from records maintained by Churchill and its agents.

19 **17. Superiority:** The nature of this action and the nature of laws available to Alexander
20 and the class make the use of the class action format an exceptionally efficient and appropriate
21 procedure to afford relief to Alexander and the class for the wrongs alleged because:

22 **a.** The individual amounts of damages involved, while not insubstantial, are such that
23 individual actions or other individual remedies are impracticable, and litigating
24 individual actions would be too costly;

25 **b.** This case involves a sole employer and a large number of individual employees
26 with many relatively small claims with common issues of law and fact;

27 **c.** If each class member were required to file an individual lawsuit, Churchill would
28 necessarily gain an unconscionable advantage since they would be able to exploit
 and overwhelm the limited resources of each individual class member with their

1 vastly superior financial and legal resources;

2 **d.** The costs of individual suits could unreasonably consume the amounts that would
3 be recovered;

4 **e.** Requiring each class member to pursue an individual remedy would also
5 discourage the assertion of lawful claims by employees who would be disinclined
6 to pursue an action against their present and former employer for an appreciable
7 and justifiable fear of retaliation and permanent damage to their immediate and
8 future employment;

9 **f.** Proof of common business practice or factual pattern that Alexander experienced
10 is representative of the class' experiences and will establish the right of each
11 member to recover on the alleged claims; and

12 **g.** Individual actions would create a risk of inconsistent results and would be
13 unnecessary and duplicative of this litigation.

14 **18. Common Questions of Law and Fact Predominate:** Questions of law and fact
15 common to the class predominate over questions affecting only individuals. Among the common
16 questions are:

17 **a.** whether Churchill is required to compensate employees for rest break time
18 separately;

19 **b.** whether Churchill is required to reimburse employees for business expenses,
20 particularly home office expenses;

21 **c.** whether Churchill kept accurate records of hours worked by class members as
22 required by under California law for non-exempt employees;

23 **d.** whether Churchill failed to furnish class members with accurate statements
24 showing the total hours of pay owed to each class member; and

25 **e.** whether Churchill's systematic acts and practices violated California Business &
26 Professions Code §§ 17200 *et seq.*

27 **19. Typicality:** Alexander's claims are typical of other class members' claims because
28 he was exposed to virtually identical conduct like every other class member.

1 **20. Adequacy:** Alexander can fairly and adequately represent the class' interests; she has
2 no conflicts of interest with other class members, and she retained counsel competent and experienced
3 in class actions and complex civil litigation.

4 **VI. CAUSE OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **Failure to Pay Rest Breaks**

7 **(By Alexander and Class A Against Churchill)**

8 **21.** Alexander incorporates all preceding paragraphs as if fully set forth herein.

9 **22.** Alexander and Class A were non-exempt and not compensated separately for rest
10 breaks and all hours worked.

11 **23.** Churchill is required to authorize or permit duty-free rest periods under Labor Code
12 § 226.7 and IWC Order No. 7-2001, ¶ 12.

13 **24.** Section 226.7 provides: "An employer shall not require an employee to work during
14 a meal or rest or recovery period mandated under an applicable statute, or ... order of the [IWC]." §
15 226.7 (b.). "If an employer fails to provide an employee a meal or rest or recovery period in
16 accordance with a state law, including, but not limited to, an ... order of the [IWC], ... the employer
17 shall pay the employee one additional hour of pay at the employee's regular rate of compensation
18 for each workday that the meal or rest or recovery period is not provided." § 226.7(c).

19 **25.** Concerning rest periods, Wage Order No. 7 provides: "Every employer shall
20 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
21 middle of each work period. The authorized rest period time shall be based on the total hours worked
22 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
23 However, a rest period need not be authorized for employees whose total daily work time is less than
24 three and one-half (3 1/2) hours. *Authorized rest period time shall be counted as hours worked for*
25 *which there shall be no deduction from wages.*" (Cal. Code Regs., tit. 8, § 11070(12)(A) (italics
26 added.)

27 **26.** As held by *Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, Wage Order
28 No. 7 requires employers to compensate covered employees for rest periods separately, that

1 requirement applies to employees paid on commission, and commission agreements must provide
2 separate compensation for rest periods.

3 **27.** Churchill's commission agreement did not separately compensate sales associates for
4 rest periods in violation of Labor Code § 226.7

5 **28.** Wages are due to employees for "all hours worked" under IWC Order No. 7-2001
6 ¶4(a) and applicable California laws, rules, orders, requirements, and regulations.

7 **29.** Thus, Alexander and the Class seek unpaid wages according to proof, plus penalties,
8 liquidated damages, interest, attorney's fees, and costs under Sections 218.5, 226.7, 1194, 1194.2,
9 IWC Order No. 7-2001, or any other California statutory, regulatory, or common law authority, as
10 well as the assessment of any other statutory penalties against Churchill in a sum as provided by the
11 California Labor Code and other applicable California statutes and regulations.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Pay All Hours Worked**

14 **(By Alexander and Class A Against Churchill)**

15 **30.** Alexander incorporates all preceding paragraphs as if fully set forth herein.

16 **31.** Alexander and Class A members worked hours without any compensation, including
17 overtime hours, without compensation.

18 **32.** Churchill often required or encouraged employees to waive Base Compensation,
19 resulting in Alexander and Class A members working straight and overtime hours without being
20 paid at least minimum wage or overtime.

21 **33.** Alexander and Class A members are entitled to at least minimum wage for "all hours
22 worked" under Wage Order No. 7-2001, ¶ 4(A) and applicable California laws, rules, orders,
23 requirements, and regulations. They also are entitled to overtime at the rate of: "(a) One and one-
24 half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours
25 up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh
26 (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for
27 all hours worked in excess of 12 hours in any workday and for all hours worked more than eight (8)
28 hours on the seventh (7th) consecutive day of work in a workweek." Wage Order No. 7-2001, ¶

1 3(A)(1).

2 **34.** Thus, Alexander and the Class seek unpaid wages according to proof, plus penalties,
3 liquidated damages, interest, attorney's fees, and costs under Sections 218.5, 510, 1194, and 1194.2
4 of the California Labor Code, IWC Order No. 7-2001, or any other California statutory, regulatory,
5 or common law authority, as well as the assessment of any other statutory penalties against Churchill
6 in a sum as provided by the California Labor Code and other applicable California statutes and
7 regulations.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Reimburse Business Expenses**

10 **(By Alexander and Class B Against Churchill)**

11 **35.** Alexander incorporates all preceding paragraphs as if fully set forth herein.

12 **36.** California Labor Code § 2802 requires an employer to indemnify employees for all
13 necessary expenditures or losses incurred by employees in direct consequence of the discharge of
14 their duties or their obedience to the employer's directions, even though unlawful, unless the
15 employee, at the time of obeying the directions, believed them to be unlawful.

16 **37.** Churchill required Alexander and Class B to incur business expenses without
17 reimbursement, including expenses associated with working remotely.

18 **38.** Churchill also unlawfully recoups business expenses from commissions, thereby
19 creating a commission shortage, so Alexander and Class B owe Churchill money as a result of a loan.

20 **39.** Under Labor Code § 2802, Alexander and Class B are entitled to recover all expenses
21 incurred in performing their job duties, plus interest, reasonable attorneys' fees, and costs of suit
22 under § 2802(c) and any other relevant statute.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Provide Proper Wage Statements**

25 **(By Alexander and Class A Against Churchill)**

26 **40.** Alexander incorporates all preceding paragraphs as if fully set forth herein.

27 **41.** California Labor Code § 226(a) requires employers, semi-monthly or at the time of
28 each payment of wages, to furnish each employee with a statement itemizing the applicable pay rate

1 and the total hours worked by the employee or other basis upon which compensation is determined.
2 California Labor Code § 226(e) provides that if an employer knowingly and intentionally fails to
3 provide such a statement, then the employee is entitled to recover the greater of all actual damages or
4 fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for each subsequent
5 violation, up to four thousand dollars (\$4,000).

6 **42.** Churchill knowingly and intentionally failed to furnish, and continues to fail
7 knowingly and intentionally to provide, proper wage statements to Alexander and Class A, as required
8 by California Labor Code § 226(a) because, among other things, the wage statements falsely
9 understate gross wages earned by failing to account for all hours worked.

10 **43.** As a result, Churchill is liable for the amounts provided by California Labor Code §
11 226 in addition to attorney's fees, interest, and costs of suit.

12 **44.** Additionally, California Labor Code Section 1174(d) and IWC Order No. 7-2001, ¶ 7
13 require Churchill to maintain and preserve, in a centralized location, among other items, records
14 showing the names and addresses of all employees employed, payroll records showing the hours
15 worked daily by, and the wages paid to, its employees. Churchill has a uniform practice of knowingly
16 and intentionally failing to comply by, among other things, not separately paying them for rest breaks.

17 **45.** By failing to keep adequate time records, Churchill injured Alexander and Class A,
18 making it difficult to calculate the unpaid rest breaks and wages owed. Alexander and Class A are
19 entitled to up to \$4,000 per class member.

20 **FIFTH CAUSE OF ACTION**

21 **Failure to Pay Final Wages**

22 **(By Alexander and the Subclass Against Churchill)**

23 **46.** Alexander incorporates all preceding paragraphs as if fully set forth herein.

24 **47.** As described above, Churchill failed to timely pay Alexander and the Subclass all
25 wages owed for work performed; this failure continued when Alexander and the Subclass quit or
26 were discharged from their employment. As a result, Churchill violated California Labor Code §§
27 201 and 202.

28 **48.** Churchill violated California Labor Code §§ 201 and 202 by failing to pay employees

1 who quit or were discharged all the wages owed under the timelines provided in those sections.
2 Churchill willfully failed to pay all wages owed, and this failure was not inadvertent or accidental.
3 As such, Alexander and the Subclass are entitled to 30 days' wages, calculated under California case
4 law as 30 working days, including overtime.

5 **49.** Alexander and the Subclass are entitled to compensation for all forms of wages earned,
6 including compensation for rest breaks. To date, such payment has not been received, thus entitling
7 employees to Labor Code § 203 penalties.

8 **50.** More than 30 days have passed since Alexander and the Subclass left Churchill. These
9 members have not received payment under Labor Code § 203 on information and belief. Due to
10 Churchill's willful conduct in not paying all earned wages, Alexander and the Subclass are entitled
11 to 30 days' wages as a penalty under Labor Code § 203 for failing to pay legal wages, interest, and
12 attorneys' fees and costs.

13 **SIXTH CAUSE OF ACTION**

14 **Unfair Business Practices**

15 **(By Alexander and the Classes Against Churchill)**

16 **51.** Alexander incorporates all preceding paragraphs as if fully set forth herein.

17 **52.** The acts, omissions, and practices of Churchill as alleged herein constitute unlawful
18 and unfair business acts and practices within the meaning of Sections 17200, *et seq.* of the California
19 Business & Professions Code.

20 **53.** Throughout the class period, Churchill engaged in "unlawful" business acts and
21 practices based on the policies and practices described above, including, among other things:
22 nonpayment for rest breaks, failure to reimburse business expenses, failure to provide accurate wage
23 statements, and failure to provide all final wages owed in violation of the statutes and regulations,
24 referenced above.

25 **54.** Throughout the class period, Churchill also engaged in "unfair" business acts or
26 practices in the harm caused by Churchill's nonpayment of rest breaks and work hours or
27 reimbursement for business expenses. Churchill's conduct offends public policy and is
28 unscrupulous, unethical, deceitful, and offensive, causing substantial injury to Alexander and the

1 Classes. The conduct gives Churchill an unfair competitive advantage over those employers that
2 abide by the law and adequately compensate their employees.

3 55. Throughout the class period, Churchill also engaged in “fraudulent” business acts or
4 practices by, for example, failing to pay for reset breaks or reimburse business expenses. This was
5 done under written and otherwise understood policies and procedures, constituting “fraudulent”
6 business acts or practices as set forth herein.

7 56. As a result of the conduct described above, Churchill has been and will be unjustly
8 enriched by the retention of wages earned by Alexander and the Classes.

9 57. Churchill fails to acknowledge the wrongful nature of its actions. Churchill has not
10 fully corrected its policies and practices or provided full restitution and disgorgement of all ill-gotten
11 monies, thereby depriving Alexander and the Classes of the minimum working conditions and
12 standards due to them under California Labor Laws and IWC Wage Orders.

13 58. Under Section 17203 of the California Business & Professions Code, Alexander and
14 the Classes seek a court order requiring Churchill to disgorge all ill-gotten gains and awarding
15 Alexander and the Classes full restitution of all monies wrongfully acquired by Churchill, plus
16 interest and attorney’s fees under Section 1021.5 of the Code of Civil Procedure, to restore any
17 monies to Alexander and the Classes and the general public. Alexander and the Classes additionally
18 request that the Court impound the funds or impose an asset freeze or constructive trust upon the
19 funds. If such an order is not granted, Alexander and the Classes may be irreparably harmed and
20 denied an effective and complete remedy.

21 59. Under Section 17203 of the California Business & Professions Code, Alexander and
22 the Classes seek an order of this Court for equitable and injunctive relief by requiring Churchill to
23 keep accurate records of time worked and ensure the payment of earned wages.

24 **SEVENTH CAUSE OF ACTION**

25 **PAGA**

26 (By Alexander and the Classes Against Churchill)

27 60. Alexander incorporates all preceding paragraphs as if fully set forth herein.

28 61. Alexander seeks recovery of penalties under the California Labor Code Private

1 Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698 et seq. PAGA permits an
2 “aggrieved employee” to recover penalties on behalf of himself and other current or former
3 employees due to an employer’s violations of the California Labor Code, including but not limited
4 to Cal. Lab. Code §§ 201-203, 221, 223, 226, 226.7, 300, 510, 558, 1174, 1194, 1197, 2751, and
5 2802.

6 **62.** As stated above, Churchill violated numerous sections of the California Labor Code.
7 Alexander is an aggrieved employee because he is and/or was employed by the alleged violator and
8 the alleged violations were committed against him.

9 **63.** Alexander complied with the PAGA notice provision set forth in Cal. Lab. Code §
10 2699.3(a)(1), by submitting the notice electronically via the Labor and Workforce Development
11 Agency’s (“LWDA”) online filing website and mailing a certified letter to Churchill. The notice
12 discloses the specific provisions of the California Labor Code alleged to have been violated.

13 **64.** The LWDA has yet to notify Alexander that it intends to investigate the alleged
14 violations even though more than 60 calendar days have elapsed since Alexander electronically
15 submitted his notice to the LWDA. Alexander requests civil penalties against Churchill as provided
16 under the California Labor Code, including Cal. Lab. Code §§ 2698, 26999(f), 226.3, 225.5, 256,
17 558, 1174.5, 1197.1, 2802 plus reasonable attorneys’ fees and costs, in amounts to be proved at trial.

18 **VII. PRAYER**

19 **65.** Alexander prays for the following according to proof at trial.

- 20 **a.** An order certifying the class and designating Alexander as the Class
21 representative and his counsel as Class counsel;
22 **b.** That the Court preliminarily and permanently enjoin Churchill from
23 engaging in the conduct alleged herein;
24 **c.** Other injunctive and declaratory relief as may be appropriate;
25 **d.** Restitution and disgorgement of any ill-gotten profits from Churchill to the
26 extent permitted by applicable law, together with interest thereon from the
27 date of payment;
28 **e.** For liquidated damages according to proof;

- f.** For statutory damages according to proof;
- g.** For general damages according to proof;
- h.** A declaration that Churchill is financially responsible for notifying the class about the pendency of this action;
- i.** Reasonable costs and attorney's fees;
- j.** Statutory pre-judgment interest; and
- k.** For such other relief as the Court may deem proper.

VIII. JURY DEMAND

66. Alexander, on behalf of himself and the Classes, demands a jury trial for all triable claims.

Dated: November 15, 2023

Respectfully submitted,
AMARTIN LAW
PATTERSON LAW GROUP

By: s/Alisa A. Martin
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Attorneys for Plaintiff and Putative Class

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Case No.: 37-2023-00036042-CU-OE-CTL

CLASS ACTION

PROOF OF SERVICE

Assigned To: Hon. Gregory W Pollack
Department: C-71
Complaint Filed: August 21, 2023

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On November 15, 2023, I caused the following document(s) to be served:

to each addressee named hereafter and addressed as follows:

()BY MAIL. I am familiar with this firm's practice of collection and processing correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business pursuant to Code of Civil Procedure §1013a.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 15, 2023.

Tuppo O'Neill

Tupu O'Neill