

John G. Yslas (SBN 187324)
jyslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)
daviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
herganyan@wilshirelawfirm.com
Mariam M. Nazaretyan (SBN 334154)
mnazaretyan@wilshirelawfirm.com
John Brown (SBN 233605)
jbrown@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SILVIA PARRA DE LA CRUZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

CITRUS VALLEY MANAGEMENT
SERVICES, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2301768

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff SILVIA PARRA DE LA CRUZ (“Plaintiff”), on information and belief, alleges
2 as follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiff brings this action against Defendant CITRUS VALLEY MANAGEMENT
5 SERVICES, INC., and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”)
6 for California Labor Code violations and unfair business practices stemming from Defendant’s
7 failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide
8 meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure
9 to furnish accurate wage statements, failure to indemnify employees for expenditures, as well as
10 for Civil Penalties Under PAGA (Cal. Lab. Code § 2699, et seq.).

11 2. Plaintiff brings the First through Eighth Causes of Action individually and as a class
12 action on behalf of himself and certain current and former employees of Defendant (hereinafter
13 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The
14 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
15 California as an hourly-paid or non-exempt employee during the statute of limitations period
16 applicable to the claims pleaded here.

17 3. Plaintiff brings the Ninth Cause of Action as a representative action under the
18 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
19 Plaintiffs, the State of California, and past and present non-exempt employees employed by
20 Defendants in the State of California during the statute of limitations period for their PAGA claim
21 (hereinafter referred to as the “Aggrieved Employees”).

22 4. Defendant owns/owned and operates/operated an industry, business, and
23 establishment within the State of California, including Riverside County. As such, and based upon
24 all the facts and circumstances incident to Defendant’s business in California, Defendant is subject
25 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”),
26 and the California Business & Professions Code.

27 5. Despite these requirements, throughout the statutory period, Defendant has, at
28 times:

- (a) Failed to pay employees, or some of them, for all hours worked, including all minimum, straight time, and overtime in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failed to provide employees, or some of them, with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit employees, or some of them, to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Willfully failed to pay employees, or some of them, all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide employees, or some of them, with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to indemnify employees, or some of them, for expenditures incurred in direct discharge of duties of employment; and,

6. On information and belief, Defendant was on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify its unlawful policies. Defendant's violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendant was and is legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendant is responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

1 **THE PARTIES**

2 **A. Plaintiff**

3 8. Plaintiff SILVIA PARRA DE LA CRUZ is a resident of Corona, California who
4 worked for Defendant in Riverside County, California as an hourly-paid, non-exempt employee
5 from approximately March 2022 to January 2023.

6 9. Plaintiff reserves the right to seek leave to amend this complaint to add new
7 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
8 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

9 **B. Defendant**

10 10. Plaintiff is informed and believes, and based upon that information and belief
11 alleges, that Defendant CITRUS VALLEY MANAGEMENT SERVICES, INC. is, and at all times
12 herein mentioned, was:

- 13 (a) A business entity conducting business in numerous counties
14 throughout the State of California, including Riverside County; and,
15 (b) The former employer of Plaintiff, and the current and/or former
16 employer of the putative Class and Aggrieved Employees because
17 Defendant CITRUS VALLEY MANAGEMENT SERVICES, INC.
18 suffered and permitted Plaintiff and the Class and the Aggrieved
19 Employees to work; and/or exercised control over their wages, hours,
20 or working conditions; and/or engaged Plaintiff and the Class and the
21 Aggrieved Employees, thereby creating a common law employment
22 relationship.

23 11. Plaintiff does not know the true names or capacities of the persons or entities sued
24 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
25 of the Doe Defendants was in some manner legally responsible for the damages suffered by
26 Plaintiff and the Class and the Aggrieved Employees as alleged herein. Plaintiff will amend this
27 complaint to set forth the true names and capacities of these Defendants when they have been
28 ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class and the Aggrieved Employees in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

14. Plaintiff worked for Defendant in Riverside County, California as an hourly-paid, non-exempt employee from approximately March 2022 to January 2023. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified him as non-exempt from overtime. Defendant, at times, scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff, at times, also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

15. Throughout Plaintiff's employment, Defendant, at times, failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated her employment, failed to

1 furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures,
2 and failed to produce requested employment records. As discussed below, Plaintiff's experience
3 working for Defendant was typical and illustrative.

4 16. Throughout the statutory period, Defendant, at times, failed to pay Plaintiff and the
5 Class and the Aggrieved Employees, or some of them, for all hours worked, including minimum,
6 straight time, and overtime wages. Defendant would, at times, manufacture time keeping records
7 to falsely show that Plaintiff and the Class and the Aggrieved Employees took meal periods when
8 in fact they worked "off-the-clock," uncompensated. The effect is that Plaintiff and the Class and
9 the Aggrieved Employees, or some of them, worked through meal periods "off-the-clock," and
10 continued to work after they had clocked out for the workday. Defendant paid Plaintiff and the
11 Class and the Aggrieved Employees, or some of them, less than all their work time. Much of this
12 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
13 Defendant also failed to maintain accurate records of the hours Plaintiff and the Class and the
14 Aggrieved Employees, or some of them, worked.

15 17. Throughout the statutory period, Defendant wrongfully failed to provide Plaintiff
16 and the Class and the Aggrieved Employees, or some of them, with legally compliant meal periods.
17 Defendant required Plaintiff and the Class and the Aggrieved Employees, or some of them, to work
18 in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-
19 free meal period for every five hours of work, or without compensating Plaintiff and the Class and
20 the Aggrieved Employees, or some of them, for all missed meal periods that were not provided by
21 the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert
22 control over Plaintiff and the Class and the Aggrieved Employees, or some of them, by requiring,
23 pressuring, or encouraging them to perform work tasks which could not be completed without
24 working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Class and the
25 Aggrieved Employees, or some of them, permission to take a meal period. Defendant also failed,
26 at times, to permit him to take a second meal period when Plaintiff worked at least ten hours of
27 work in a workday. As described above, Defendant would manufacture time keeping records to
28 falsely show that Plaintiff and the Class and the Aggrieved Employees, or some of them, took meal

1 periods by the fifth hour of work or took meal periods when in fact they worked off-the-clock,
2 uncompensated. Accordingly, Defendant failed to provide meal periods to Plaintiff and the Class
3 and the Aggrieved Employees, or some of them, in compliance with California law.

4 18. Throughout the statutory period, Defendant has, at times, wrongfully failed to
5 authorize and permit Plaintiff and the Class and the Aggrieved Employees, or some of them, to
6 take legally compliant rest periods. Defendant required Plaintiff and the Class and the Aggrieved
7 Employees, or some of them, to work in excess of four consecutive hours a day without Defendant
8 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every
9 four hours of work (or major fraction of four hours), or without compensating Plaintiff and the
10 Class and the Aggrieved Employees, or some of them, for rest periods that were not authorized or
11 permitted. Instead, Defendant continued to assert control over Plaintiff and the Class and the
12 Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging them to perform
13 work tasks which could not be completed without working in lieu of taking mandatory rest periods,
14 or by denying Plaintiff and the Class and the Aggrieved Employees, or some of them, permission
15 to take a rest period. Accordingly, Defendant failed to authorize and permit Plaintiff and the Class
16 and the Aggrieved Employees, or some of them, to take rest periods in compliance with California
17 law.

18 19. Throughout the statutory period, Defendant, at times, willfully failed and refused to
19 timely pay Plaintiff and the Class and the Aggrieved Employees, or some of them, all final wages
20 due at their termination of employment. In addition, Plaintiff's final paychecks did not include
21 payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period
22 premium wages, and rest period premium wages owed to him by Defendant at the conclusion of
23 his employment. On information and belief, Defendant's failure to timely pay Plaintiff's final
24 wages when his employment terminated was not a single, isolated incident, but was instead
25 consistent with Defendant's practices that applied, at times, to Plaintiff and the Class and the
26 Aggrieved Employees.

27 20. Throughout the statutory period, Defendant failed, at times, to furnish Plaintiff and
28 the Class and the Aggrieved Employees, or some of them, with accurate, itemized wage statements

1 showing all applicable hourly rates, and all gross and net wages earned (including correct hours
2 worked, correct wages for meal periods that were not provided in accordance with California law,
3 and correct wages for rest periods that were not authorized and permitted to take in accordance
4 with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff
5 and the Class and the Aggrieved Employees, or some of them, suffered injury because, among
6 other things:

- 7 (a) the violations led them to believe that they were not entitled to be
8 paid minimum, straight time, overtime, meal period premium, and
9 rest period premium wages, even though they were entitled;
- 10 (b) the violations led them to believe that they had been paid the
11 minimum, straight time, overtime, meal period premium, and rest
12 period premium wages, even though they had not been;
- 13 (c) the violations led them to believe that they were not entitled to be
14 paid minimum, straight time, overtime, meal period premium, and
15 rest period premium wages at the correct California rate even though
16 they were entitled;
- 17 (d) the violations led them to believe that they had been paid minimum,
18 straight time, overtime, meal period premium, and rest period
19 premium wages at the correct California rate even though they had
20 not been;
- 21 (e) the violations hindered them from determining the amounts of
22 minimum, straight time, overtime, meal period premium, and rest
23 period premium wages owed to them;
- 24 (f) in connection with their employment before and during this action,
25 and in connection with prosecuting this action, the violations caused
26 them to have to perform mathematical computations to determine the
27 amounts of wages owed to them, computations they would not have
28 to make if the wage statements contained the required accurate

information;

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class and the Aggrieved Employees, or some of them, were entitled, and Plaintiff and the Class and the Aggrieved Employees, or some of them, were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class and the Aggrieved Employees, or some of them, are owed the amounts provided for in California Labor Code § 226(e).

21. Throughout the statutory period, Defendant has wrongfully required Plaintiff and the Class and the Aggrieved Employees, or some of them, to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Class and the Aggrieved Employees, or some of them, paid out-of-pocket for necessary employment-related expenses, including, without limitation, cell phone expenses.

22. Plaintiff and the Class and the Aggrieved Employees, or some of them, incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Class and the Aggrieved Employees, or some of them, for these employment-related expenses.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

24. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

25. The proposed Class consists of and is defined as:

1 All persons who worked for any Defendant in California as an hourly-paid or
2 non-exempt employee at any time during the period beginning four years and 178
3 days before the filing of the initial complaint in this action and ending when
notice to the Class is sent.¹

4 26. At all material times, Plaintiff was a member of the Class.

5 27. Plaintiff undertakes this concerted activity to improve the wages and working
6 conditions of all Class Members.

7 28. There is a well-defined community of interest in the litigation and the Class is
8 readily ascertainable:

9 (a) Numerosity: The members of the Class (and each subclass, if any)
10 are so numerous that joinder of all members would be unfeasible and
11 impractical. The membership of the entire Class is unknown to
12 Plaintiff at this time; however, the Class is estimated to be greater
13 than forty (40) individuals and the identity of such membership is
14 readily ascertainable by inspection of Defendants' records.

15 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
16 protect the interests of each Class Member with whom there is a
17 shared, well-defined community of interest, and Plaintiff's claims (or
18 defenses, if any) are typical of all Class Members' claims as
19 demonstrated herein.

20 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
21 protect the interests of each Class Member with whom there is a
22 shared, well-defined community of interest and typicality of claims,
23 as demonstrated herein. Plaintiff has no conflicts with or interests
24 antagonistic to any Class Member. Plaintiff's attorneys, the
25 proposed class counsel, are versed in the rules governing class action
26 discovery, certification, and settlement. Plaintiff has incurred, and

27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)
28 (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180
days are tolled from April 6, 2020 to October 1, 2020."

throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

29. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without

limitation, whether, as alleged herein, Defendant has:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

30. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendant is responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendant; and/or,
- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

31. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendant's own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

33. "Hours worked" is the time during which an employee is subject to the control of

1 an employer, and includes all the time the employee is suffered or permitted to work, whether or
2 not required to do so.

3 34. At all relevant times herein mentioned, Defendant, at times, knowingly failed to pay
4 to Plaintiff and the Class, or some of them, compensation for all hours they worked. By its failure
5 to pay compensation for each hour worked as alleged above, Defendant willfully violated the
6 provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which
7 require such compensation to non-exempt employees.

8 35. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
9 time wages for all non-overtime hours worked for Defendant.

10 36. By and through the conduct described above, Plaintiff and the Class have been
11 deprived of their rights to be paid wages earned by virtue of their employment with Defendant.

12 37. By virtue of the Defendant's unlawful failure to pay additional compensation to
13 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
14 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
15 and the Class and which will be ascertained according to proof at trial.

16 38. By failing to keep adequate time records required by California Labor Code §
17 1174(d), Defendant has made it difficult to calculate the full extent of minimum wage
18 compensation due Plaintiff and the Class.

19 39. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
20 recover liquidated damages (double damages) for Defendant's failure to pay minimum wages.

21 40. California Labor Code § 204 requires employers to provide employees with all
22 wages due and payable twice a month. Throughout the statute of limitations period applicable to
23 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
24 by law, including minimum and straight time wages. However, Defendant failed and refused to
25 pay Plaintiff and the Class, or some of them, all such wages due and failed to pay those wages
26 twice a month.

27 41. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
28 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor

Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

43. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

44. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

45. At all times relevant hereto, Plaintiff and the Class, or some of them, have at times worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendant.

46. At all times relevant hereto, Defendant failed to pay Plaintiff and the Class, or some of them, overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

47. By virtue of Defendant's unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

48. By failing to keep adequate time records required by Labor Code § 1174(d), Defendant has made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

49. Plaintiff and the Class also request recovery of overtime compensation according to

1 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
2 the assessment of any statutory penalties against Defendant, in a sum as provided by the California
3 Labor Code and/or other statutes.

4 50. California Labor Code § 204 requires employers to provide employees with all
5 wages due and payable twice a month. The Wage Orders also provide that every employer shall
6 pay to each employee, on the established payday for the period involved, overtime wages for all
7 overtime hours worked in the payroll period. Defendant failed to provide Plaintiff and the Class
8 with all compensation due, in violation of California Labor Code § 204.

9 **THIRD CAUSE OF ACTION**

10 **(Against All Defendants for Failure to Provide Meal Periods)**

11 51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
12 1 through 30 in this Complaint.

13 52. Under California law, Defendants have an affirmative obligation to relieve the
14 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than at the
15 end of Plaintiff and the Class' fifth hour of work in a workday, and to take their second meal
16 periods no later than at the end of the tenth hour of work in the workday. California Labor Code
17 § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
18 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
19 California Labor Code § 226.7 for an employer to require any employee to work during any meal
20 period mandated under any Wage Order.

21 53. Despite these legal requirements, Defendant, at times, failed to provide Plaintiff and
22 the Class, or some of them, with both meal periods as required by California law. By its failure to
23 permit and authorize Plaintiff and the Class, or some of them, to take all meal periods as alleged
24 above (or due to the fact that Defendant made it impossible or impracticable to take these
25 uninterrupted meal periods), Defendant willfully violated the provisions of California Labor Code
26 § 226.7 and the applicable Wage Orders.

27 54. Under California law, Plaintiff and the Class are entitled to be paid one hour of
28 additional wages for each workday he or she was not provided with all required meal period(s),

1 plus interest thereon.

2 **FOURTH CAUSE OF ACTION**

3 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

4 55. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 30 in this Complaint.

6 56. Defendants are required by California law to authorize and permit breaks of ten
7 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
8 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
9 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
10 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
11 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
12 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
13 an employer to require any employee to work during any rest period mandated under any Wage
14 Order.

15 57. Despite these legal requirements, Defendant at times failed to authorize Plaintiff
16 and the Class, or some of them, to take rest breaks, regardless of whether employees worked more
17 than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to
18 take rest periods as alleged above (or due to the fact that Defendant made it impossible or
19 impracticable to take these uninterrupted rest periods), Defendant willfully violated the provisions
20 of California Labor Code § 226.7 and the applicable Wage Orders.

21 58. Under California law, Plaintiff and the Class are entitled to be paid one hour of
22 premium wages rate for each workday he or she was not provided with all required rest break(s),
23 plus interest thereon.

24 **FIFTH CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
26 **Penalties)**

27 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 30 in this Complaint.

1 60. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
2 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
3 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
4 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
5 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
6 which case the employee is entitled to his or her wages at the time of quitting.

7 61. Within the applicable statute of limitations, the employment of many other members
8 of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will
9 be. However, during the relevant time period, Defendant at times failed, and continues to fail, to
10 pay terminated Class Members, without abatement, all wages required to be paid by California
11 Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of
12 their leaving Defendant's employ.

13 62. Defendant's failure to pay those Class members who are no longer employed by
14 Defendant their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours
15 of their leaving Defendant's employ, is in violation of California Labor Code §§ 201 and 202.

16 63. California Labor Code § 203 provides that if an employer willfully fails to pay
17 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
18 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
19 but the wages shall not continue for more than thirty (30) days.

20 64. The Class is entitled to recover from Defendant their additionally accruing wages
21 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
22 pursuant to California Labor Code § 203.

23 65. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
24 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
25 action.

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SIXTH CAUSE OF ACTION

**(Against All Defendants for Failure to Provide and Maintain Accurate and
Compliant Wage Records)**

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

67. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

68. Defendant has, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, or some of them, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

69. As a result of Defendant’s violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

70. Specifically, Plaintiff and the members of the Class have been injured by Defendant’s intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

71. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and

time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendant's refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

72. Plaintiff and the Class are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

73. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

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75. As set forth above, Plaintiff and the Class, or some of them, were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendant.

76. Defendant violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendant.

77. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendant from their wages.

78. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

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EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 30 in this Complaint.

80. Defendant is a “person” as defined under California Business & Professions Code § 17201.

81. Defendant’s conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

82. Defendant’s activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

83. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

84. Defendant’s failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

85. Defendant’s failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

86. Defendant's failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

87. Defendant's failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

88. Defendant's failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 *et seq.*

89. By and through its unfair, unlawful and/or fraudulent business practices described herein, the Defendant, has obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

90. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendant's wrongful conduct.

91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendant has wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendant in order to recover restitution.

92. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to and does seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendant from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

93. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendant's unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendant is restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

94. Plaintiff also alleges that if Defendant is not enjoined from the conduct set forth herein above, it will continue to avoid paying the appropriate taxes, insurance and other withholdings.

95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendant during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendant to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2699 et seq.)

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

97. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

98. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a

civil action brought by an aggrieved employee on behalf of herself or himself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

99. Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former Aggrieved Employees, or some of them, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-974976-23 (Silvia Parra De La Cruz v. Citrus Valley Management Services, Inc). The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

100. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

101. In addition, Plaintiff seeks an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendant as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action;

2. That Plaintiff be appointed as the representative of the Class; and,

1 3. That counsel for Plaintiff be appointed as Class Counsel.

2 As to the First Cause of Action

3 4. That the Court declare, adjudge, and decree that Defendant violated California Labor
4 Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum
5 and straight time wages due;

6 5. For unpaid wages as may be appropriate;

7 6. For pre-judgment interest on any unpaid compensation commencing from the date
8 such amounts were due;

9 7. For liquidated damages;

10 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
11 California Labor Code § 1194(a); and,

12 9. For such other and further relief as the Court may deem equitable and appropriate.

13 As to the Second Cause of Action

14 10. That the Court declare, adjudge, and decree that Defendant violated California
15 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
16 overtime wages due;

17 11. For unpaid wages at overtime wage rates as may be appropriate;

18 12. For pre-judgment interest on any unpaid overtime compensation commencing from
19 the date such amounts were due;

20 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
21 California Labor Code § 1194(a); and,

22 14. For such other and further relief as the Court may deem equitable and appropriate.

23 As to the Third Cause of Action

24 15. That the Court declare, adjudge, and decree that Defendant violated California
25 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

26 16. For unpaid meal period premium wages as may be appropriate;

27 17. For pre-judgment interest on any unpaid compensation commencing from the date
28 such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendant violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendant violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendant's employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendant violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendant violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendant violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

///

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, failing to indemnify for necessary expenditures, and failing to produce requested employment records;

48. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

49. Pre-judgment and post-judgment interest at the maximum rate allowed;

50. Attorneys' fees and costs reasonably incurred;

51. Injunctive and declaratory relief to the extent allowed by PAGA; and,

52. Such other and further relief that the Court deems proper.

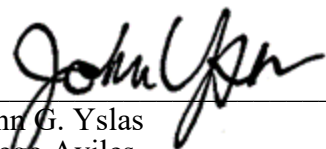
As to all Causes of Action

53. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: June 11, 2024

WILSHIRE LAW FIRM

By: 

John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan
John Brown

Attorneys for Plaintiff

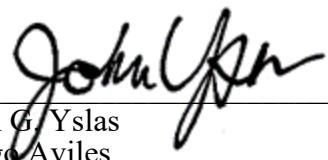
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: June 11, 2024

WILSHIRE LAW FIRM

By: _____


John G. Yslas
Diego Aviles
Harry Erganyan
Mariam Nazaretyan
John Brown

Attorneys for Plaintiff

PROOF OF SERVICE

Silvia Parra De La Cruz v. Citrus Valley Management Services, Inc.
CVRI2301768

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Ingrid Cortez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is icortez@wilshirelawfirm.com

On **June 11, 2024**, I served the foregoing **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**, on the interested parties by placing a true copy thereof, by following one of the methods of service as follows:

Kevin J. Abbott, Bar No. 281312
Amanda S. Lee, Bar No. 314712
FENNEMORE LLP
550 E. Hospitality Lane, Suite 350 San Bernardino,
CA 92408
Tel: (909) 890-4499 / Fax: (909) 890-9877
Email: kabbott@fennemorelaw.com
alee@fennemorelaw.com
Attorneys for Defendant CITRUS VALLEY
MANAGEMENT SERVICES, INC. a California
corporation

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email addresses listed above using One Legal.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **June 11, 2024**, at Los Angeles, California.



Ingrid Cortez