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FILED
Superior Court of California
County of Los Angeles

01/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

Attorneys for Plaintiff and the Proposed Classes

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

MARVIN GILLAM, an individual, on behalf
of himself, others similarly situated,

PLAINTIFF,

vs.

STREETPLUS CA, LLC, a California
Limited Liability Company, STREETPLUS
CORPORATION, a California Corporation,
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: 23STCV27896

[Assigned For All Purposes to the Hon. Willaim
F. Highberger, Dept. 10]

**Amended as a matter of right per Labor
Code Section 2699.3(a)(2)(C) and the
November 30, 2023 Order re: Initial Status
Conference Order**

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

1. Violations of Labor Code § 226(e)
2. Penalties Pursuant to Labor Code § 2698,
et seq. for violations of Labor Code § 226
and 226.3

1 Plaintiff Marvin Gillam,¹ an individual, on behalf of himself and others similarly situated
2 and as a private attorney general pursuant to Labor Code § 2698 *et seq.*, complains of Defendants
3 STREETPLUS CA, LLC, STREETPLUS CORPORATION (collectively “Streetplus”) and the
4 Doe Defendants (“Defendants”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
8 Plaintiff and the following classes and subclasses:

- 9 (1) all individuals who were employed by STREETPLUS CA, LLC in California at any
10 point from November 14, 2022 and continuing into the present. (“STREETPLUS CA
11 Aggrieved Employees”);
- 12 (2) all individuals who were employed as a non-exempt, hourly employee by
13 STREETPLUS CA, LLC in California at any point from November 14, 2022 and
14 continuing into the present. (“STREETPLUS CA Non-Exempt Aggrieved
Employees”);
- 15 (3) all individuals who were employed by STREETPLUS CORPORATION in California
16 at any point from November 14, 2022 and continuing into the present.
17 (“STREETPLUS CORPORATION Aggrieved Employees”);
- 18 (4) all individuals who were employed as a non-exempt, hourly employee by
19 STREETPLUS CORPORATION in California at any point from November 14, 2022
20 and continuing into the present. (“STREETPLUS CORPORATION Non-Exempt
Aggrieved Employees”);

21 These Classes and Subclasses may all collectively be referred to herein as the “Class”
22 where appropriate and for ease of reference.

23 2. This is also a representative action brought pursuant to Labor Code § 2698, *et seq.*,
24 on behalf of the State of California and several groups of aggrieved employees defined as
25 follows:

- 26 (1) all individuals who were employed by STREETPLUS CA, LLC in California at any
27 point from November 14, 2022 and continuing into the present. (“STREETPLUS CA
Aggrieved Employees”);

28 ¹ Marvin Gillam was incorrectly referred to on at least some of his itemized wage statements as Marvin Gillan.

- (2) all individuals who were employed as a non-exempt, hourly employee by STREETPLUS CA, LLC in California at any point from November 14, 2022 and continuing into the present. ("STREETPLUS CA Non-Exempt Aggrieved Employees");
- (3) all individuals who were employed by STREETPLUS CORPORATION in California at any point from November 14, 2022 and continuing into the present. ("STREETPLUS CORPORATION Aggrieved Employees");
- (4) all individuals who were employed as a non-exempt, hourly employee by STREETPLUS CORPORATION in California at any point from November 14, 2022 and continuing into the present. ("STREETPLUS CORPORATION Non-Exempt Aggrieved Employees");
- (5) all individuals who were employed by STREETPLUS COMPANY, LLC in California at any point from November 14, 2022 and continuing into the present. ("STREETPLUS COMPANY Aggrieved Employees");
- (6) all individuals who were employed as a non-exempt, hourly employee by STREETPLUS COMPANY, LLC in California at any point from November 14, 2022 and continuing into the present. ("STREETPLUS COMPANY Non-Exempt Aggrieved Employees");

3. Plaintiff, the Class, and the aggrieved employees were employed by Defendants STREETPLUS CA, LLC, STREETPLUS CORPORATION and any subsidiaries or affiliated companies and Does 1 through 50 (who include individuals acting on behalf an employer within the meaning of Labor Code § 558.1) within the State of California as an employee within the past year.

4. Plaintiff worked for Defendants within the past year and received a wage statement that improperly listed his name as Marvin Gillan instead of Marvin Gillam and included all nine digits of his social security number in violation of Labor Code § 226(a)(7).

5. Within the past year, Defendants failed to provide Plaintiff, the Class, and the aggrieved employees with proper itemized wage statements that complied with Labor Code § 226. Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (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;
- (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 only 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...;
- (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...

6. Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

7. The wage statements issued to Plaintiff, the Class, and the aggrieved employees did not include either an employee identification number nor only the last four digits of their social security number in violation of Labor Code § 226(a)(7). Instead, the itemized wage statements issued to Plaintiff, the Class, and the aggrieved employees impermissibly contained all nine digits of their social security number in violation of Labor Code § 226(a)(7).

8. Plaintiff and the Class also suffered legal “injury” for purposes of Labor Code section 226(e) insofar as they were placed at risk of identity theft due to the inclusion of the improper information by Defendants and injury is presumed and an employee is deemed injured under Labor Code § 226(e)(2)(B)(iv) if the wage statement contains more than the last four digits of the employees’ social security number.

9. Plaintiff filed his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to proceed with a civil action pursuant to Labor Code § 2699.

II.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

11. This Court has personal jurisdiction over Defendant STREETPLUS CA, LLC because Defendant has caused injuries in the County of Los Angeles and State of California through their acts, and by their violation of the California Labor Code and California law in Los Angeles County. The Court also has personal jurisdiction over Defendant STREETPLUS CA, LLC because it's principal place of business is located within Los Angeles County.

12. This Court has personal jurisdiction over Defendant STREETPLUS CORPORATION because Defendant has caused injuries in the County of Los Angeles and State of California through their acts, and by their violation of the California Labor Code and

1 California law in Los Angeles County. The Court also has personal jurisdiction over Defendant
2 STREETPLUS CORPORATION because it's principal place of business is located within Los
3 Angeles County.

4 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
5 Civil Procedure §395. Defendants operates within California and do business within Los Angeles
6 County. The unlawful acts alleged herein have a direct effect on Plaintiff and the Classes within
7 the State of California and the County of Los Angeles and Defendants' principal place of business
8 is located within Los Angeles County.

9 14. This case should be classified as complex according to Rule 3.400 of the
10 California Rules of Court, and assigned to a complex litigation judge and department, as it will
11 involve substantial documentary evidence, and is likely to involve extensive motion practice
12 raising difficult or novel issues that will be time-consuming to resolve and would require
13 substantial post judgment judicial supervision.

14 III.

15 PARTIES

16 A. PLAINTIFF

17 15. Plaintiff Marvin Gillam worked for Defendants in California within the past year
18 and received at least one itemized wage statement that contained all nine digits of his social
19 security number.

20 16. Plaintiff and the Class were regularly required to:

21 a. Worked without being provided an accurate and proper itemized wage statement
22 that did not include all nine digits of his social security number.

23 B. DEFENDANTS

24 17. Defendant STREETPLUS CA, LLC is a California Limited Liability Company,
25 with a current principal place of business of 643 S. Olive Street, Suite 700, Los Angeles, CA
26 90014. Defendant has done and does business throughout the State of California and in Los
27 Angeles County.

18. Defendant STREETPLUS CORPORATION is a California Corporation, with a current principal place of business of 643 S. Olive Street, Suite 700, Los Angeles, CA 90014. Defendant has done and does business throughout the State of California and in Los Angeles County.

19. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

20. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Class and/or as alter egos of each other.

IV.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiff seeks to represent a Class composed of and defined as follows:

- (1) all individuals who were employed by STREETPLUS CA, LLC in California at any point from November 14, 2022 and continuing into the present. (“STREETPLUS CA Aggrieved Employees”);
- (2) all individuals who were employed as a non-exempt, hourly employee by STREETPLUS CA, LLC in California at any point from November 14, 2022 and continuing into the present. (“STREETPLUS CA Non-Exempt Aggrieved Employees”);

1
2 (3) all individuals who were employed by STREETPLUS CORPORATION in California
3 at any point from November 14, 2022 and continuing into the present.
4 (“STREETPLUS CORPORATION Aggrieved Employees”);

5 (4) all individuals who were employed as a non-exempt, hourly employee by
6 STREETPLUS CORPORATION in California at any point from November 14, 2022
7 and continuing into the present. (“STREETPLUS CORPORATION Non-Exempt
8 Aggrieved Employees”);

9 These Classes and Subclasses may all collectively be referred to herein as the “Class”
10 where appropriate and for ease of reference.

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

14 23. This action has been brought and may properly be maintained as a class action
15 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
16 community of interest in the litigation and the Proposed Classes are easily ascertainable.

17 **A. Numerosity**

18 24. The potential members of the Proposed Classes as defined are each so numerous
19 that joinder of all the members of the Proposed Classes is impracticable. While the precise
20 number of proposed Class Members in each Class has not been determined at this time, Plaintiff
21 is informed and believes that Defendants currently employ, and during the relevant time periods
22 employed to be more than 50 members or more of the Proposed Class and Subclasses at any
23 given time and there are believed to be more than 100 Class Members.

24 25. Plaintiff alleges that Defendants’ employment records would provide information
25 as to the number and location of all Proposed Class members. Joinder of all members of the
26 Proposed Class and Subclasses is not practicable.

27 **B. Commonality**

28 26. There are questions of law and fact common to the Proposed Classes² that
predominate over any questions affecting only individual Proposed Class Members. These

² Plaintiff reserves his right to designate subclasses within the Class.

1 common questions of law and fact include, without limitation:

2 a. Whether Defendants violated Labor Code § 226(a) and (e) by issuing
3 itemized wage statements that improperly included all nine digits of their social security number.

4 **C. Typicality**

5 27. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff
6 and all members of the Proposed Class sustained injuries and damages arising out of and caused
7 by Defendants' common course of conduct in violation of laws, regulations that have the force
8 and effect of law, and statutes as alleged herein.

9 **D. Adequacy of Representation**

10 28. Plaintiff will fairly and adequately represent and protect the interests of the
11 members of the proposed Classes. Counsel who represents Plaintiff and the Proposed Class is
12 competent and experienced in litigating large employment class actions, and have the financial
13 resources to litigate the claims at issue.

14 **E. Superiority of Class Action**

15 29. A class action is superior to other available means for the fair and efficient
16 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
17 practicable, and questions of law and fact common to the Proposed Class predominate over any
18 questions affecting only individual members of the Proposed Class. Each member of the
19 Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal
20 policy and/or practice of failing to provide accurate itemized wage statements.

21 30. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
24 action that would preclude its maintenance as a class action.

25 **V.**

26 **FIRST CAUSE OF ACTION**
27 **VIOLATIONS OF LABOR CODE § 226(e)**
28 **[Against all Defendants on behalf of Plaintiff and the Class]**

31. Plaintiff, on behalf of himself and the Class, realleges and incorporates by

reference all previous paragraphs and all subsequent paragraphs.

32. From at least one (1) year prior to the filing of this action and continuing into the present, Defendants knowing and intentionally failed to provide accurate itemized wage statements to Plaintiff and the Wage Statement Class in accordance with Labor Code § 226(a)(7)

33. Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (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;
- (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 only 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...;
- (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...

34. Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

- (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).
- (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).
- (iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

35. The wage statements issued to Plaintiff and the Class within the past year did not include either an employee identification number nor only the last four digits of their social security number in violation of Labor Code § 226(a)(7). Instead, the itemized wage statements issued to Plaintiff and the other aggrieved employees impermissibly contained all nine digits of their social security number in violation of Labor Code § 226(a)(7).

36. Plaintiff and the Class also suffered legal “injury” for purposes of Labor Code section 226(e) insofar as they were placed at risk of identity theft due to the inclusion of the improper information by Defendants and injury is presumed and an employee is deemed injured under Labor Code § 226(e)(2)(B)(iv) if the wage statement contains more than the last four digits of the employees’ social security number.

37. Defendants also failed to both comply with and create a policy that complied with Labor Code § 226 prior to the filing of this lawsuit. Labor Code § 226(e)(3) provides that when determining whether or not an employer’s violation of Labor Code § 226(a) was knowing and intentional, “the relevant factor [is] whether the employer, prior to an alleged violation, has adopted and is in compliance with a set of policies, procedures, and practices that fully comply with this section.” Accordingly, Defendants’ conduct was knowing and intentional within the meaning of Labor Code § 226(e).

38. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys’ fees. *See* Lab. Code § 226(e). Plaintiff and the Class seek penalties under Labor Code § 226(e) in amounts to be determined at trial, and are entitled to recovery of such amounts, attorneys’ fees, and costs.

VI.
SECOND CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS OF
LABOR CODE §§ 226 and 226.3
[Against all Defendants on behalf of Plaintiff and the aggrieved employees]

39. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

40. Plaintiff filed his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

41. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2698, *et seq.* because of Defendants’ violations of Labor Code §§ 226 and 226.3.

42. There is currently a split of authority regarding which PAGA penalties apply to violations of Labor Code § 226(a). *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 355 (2021) (holding that such violations give rise to a 2699.3 penalty) *cf.*; *Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (2018) (holding that such violations give rise to a Labor Code § 226.3 penalty). Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As explained in detail above, Defendants failed to provide Plaintiff and the other aggrieved employees with accurate itemized wage statements. Accordingly, to the extent it

1 applies, Plaintiff and the other aggrieved employees may also recover Labor Code § 226.3 or
2 2699 penalties for Defendant's violations of Labor Code § 226(a).

3 43. To the extent permitted by law, Plaintiff also seeks default PAGA penalties under
4 Labor Code § 2699.3.

5 **RELIEF REQUESTED**

6 **WHEREFORE**, Plaintiff prays for the following relief:

7 1. An Order that this action may proceed and be maintained as a Class Action on
8 behalf of the Class;

9 2. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code
10 § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs
11 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
12 exceeding an aggregate penalty of four thousand dollars (\$4,000) for the inaccurate itemized
13 wage statements issued to Plaintiff and the Class from November 14, 2022 and continuing into
14 the present as may be proven;

15 3. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
16 employees because of Defendants' violation of Labor Code §§ 226 and 226.3;

17 4. An award providing for payment of costs of suit;

18 5. An award of attorneys' fees, including but not limited to pursuant to Labor Code
19 §§ 226 and 2698 and Code of Civil Procedure § 1021.5; and

20 6. Such other and further relief as this Court may deem proper and just.

21 ///

22 ///

23
24 DATED: January 19, 2024

WINSTON LAW GROUP, P.C.

25 By: 
26 DAVID S. WINSTON
27 Attorneys for Plaintiff Marvin Gillam
28 and the Proposed Classes

1 (PROOF OF SERVICE)

2 [CCP 1013(a)(3)]

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 1880 Century Park East, Suite
6 511, Los Angeles, California 90067.

7 On **January 19, 2024**, I served all interested parties in this action the following documents
8 described as on the persons below as follows: **FIRST AMENDED CLASS ACTION AND**
9 **REPRESENTATIVE ACTION COMPLAINT**

10 Kyle Lynn Schriener, Esq.
11 kyle@schrinerlaw.com
12 SCHRINER LAW FIRM PC
13 1936 University Ave, Ste 110
14 Berkeley, CA 94704-1000

15 Attorneys for Defendants **STREETPLUS CA, LLC** and **STREETPLUS CORPORATION**

16 [XX] (BY EMAIL OR ELECTRONIC TRANSMISSION): Pursuant Code of Civil Procedure
17 § 1010.6 and to an agreement to accept electronic service via e-mail, I caused the document
18 to be sent to the persons at the e-mail addresses listed above. I did not receive, within a
19 reasonable time after the transmission, any electronic message or other indication that the
20 transmission was unsuccessful.

21 [XX] (STATE): I declare under penalty of perjury under the laws of the State of California that
22 the above is true and correct.

23 Executed on **January 19, 2024**, at Los Angeles, California.

24
25
26
27
28

BRIGETTE BAHARI