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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

Rodolfo Hernandez, individually and on behalf of all similarly situated individuals,

Plaintiff,

vs.

Channel Islands Vegetable Farm, Inc.; a California Corporation; **Channel Islands Berry Farm, Inc.**; a California Corporation; **Steven Y. Nishimori**, an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 2026CUOE071163

[Assigned to the Hon. Charmaine H Buehner, Dept 44]

FIRST AMENDED REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, *et seq.*)**

Plaintiff Rodolfo Hernandez, on behalf of the State of California, solely in his representative capacity as a private attorney general under the Private Attorney General Act of 2004, Labor Code § 2699, et seq. ("PAGA"), hereby brings this action on behalf of all "aggrieved employees" and alleges as follows, by and through his counsel of record:

PAGA ONLY ACTION

1. PAGA authorizes "an aggrieved employee, acting as a proxy or agent of the state Labor and Workforce Development Agency, to bring a civil action against an employer on behalf of himself or herself and other current or former employees to recover civil penalties for Labor Code violations they have sustained." *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

2. "PAGA is designed primarily to benefit the general public, not the party bringing the action." *Id.*, at 1117. "A PAGA claim for civil penalties is fundamentally a law enforcement action. The government entity on whose behalf the plaintiff files suit is the real party in interest." *Id.* PAGA's default civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations rather than "compensate employees for actual losses incurred." *Id.*

3. Under the authority expressed in *Adolph*, Mr. Hernandez does not bring suit in his individual capacity and does not seek to recover anything through this suit other than civil penalties as permitted under PAGA—he brings this action solely in his representative capacity under the PAGA, on behalf of the State of California, the public, and all aggrieved employees of Defendants.

4. To the extent that statutory violations are mentioned for wage violations, Mr. Hernandez does not seek underlying general and/or special damages for those violations, but only references those predicate violations as part of the State's claim for civil penalties under PAGA.

5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief that would not be available in a PAGA-only proceeding.

THE PARTIES

6. Plaintiff **Rodolfo Hernandez** ("Plaintiff" or "Mr. Hernandez") is a resident of the County of Ventura in the State of California. Mr. Hernandez was employed by Defendants as an hourly, non-exempt employee of Defendants from in or around 2019 to on or around September 20, 2025.

7. Defendant **Channel Islands Vegetable Farm, Inc.** ("CIVF") is a farm that

specializes in growing, harvesting, and distribution of vegetable products. On information and belief, CIVF employs at least 50 hourly, non-exempt employees. Upon information and belief, CIVF principal place of business is 595 North Victoria Ave, Oxnard, California 93030. Upon information and belief, CIVF and CIBF are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

8. Defendant **Channel Islands Berry Farm, Inc.** ("CIBF") is a farm that specializes in growing, harvesting, and distribution of berry products. On information and belief, CIBF employs at least 50 hourly, non-exempt employees. Upon information and belief, CIBF principal place of business is 595 North Victoria Ave, Oxnard, California 93030. Upon information and belief, CIVF and CIBF are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

9. Defendant **Steven Y. Nishimori** ("Mr. Nishimori") is an individual who, on information and belief, resides in the County of Ventura. Upon information and belief, Mr. Nishimori is the Managing Member of CIVF and CIBF. Per Labor Code § 558.1, since Mr. Nishimori is a managing agent, director, and/or officer of CIVF and CIBF and, upon information and belief, as he caused or directed the acts described herein, he is personally liable for the penalties sought under PAGA for predicate violations of the Labor Code asserted herein.

10. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive (together with CIVF, CIBF, and Mr. Nishimori as "Defendants"), are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does substantial business in the State of California. At all relevant times, Does 1 through 10 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10's true names and capacities when they have been determined.

11. Except as otherwise noted herein, Defendants participated in the acts alleged herein and/or were the agents, servants, employees, or representatives of the other Defendants. At all times

relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency and employment such that the acts of one defendant are legally attributable to the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working conditions of Defendants' hourly non-exempt employees.

JURISDICTION AND VENUE

12. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and the Business & Professions Code.

13. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly situated employees within and throughout Ventura County.

GENERAL ALLEGATIONS

14. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7. Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or interrupt their meal and/or rest periods to harvest vegetables, otherwise interrupt or cut short their meal and/or rest periods, or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies.

15. Accordingly, Defendants failed to authorize and permit compliant meal periods as required by law.

16. In the same manner, and as a matter of uniform and systemic policy, Defendant requires non-exempt employees to continue working during their rest periods to harvest vegetables, answer phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and under Defendants' control during their rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies.

17. Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

18. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

19. As a matter of uniform and systemic policy, Defendants required non-exempt employees to purchase work-related equipment including tools, and personal protective equipment necessary for the performance of their work duties without reimbursing such expenses.

20. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and believe, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing pick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked, including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for their missed meal and rest breaks.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act ("PAGA") Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

21. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders.

22. Plaintiff is an "aggrieved employee" with standing to bring an action under PAGA, as he was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

23. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq*., seeking civil penalties for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 432, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 1199, 1401, and 2802 as described herein, plus attorneys' fees and costs.

24. Ms. Hernandez does not bring suit in his individual capacity and does not seek to recover anything through this suit other than civil penalties as permitted under PAGA—he brings this action solely in his representative capacity under the PAGA, on behalf of the State of California and all aggrieved employees of CIVF.

25. Entitlement to Penalties. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency.

26. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

27. These penalties may be "stacked" separately for each of Defendants' violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g.*, *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

28. *Failure to Pay Minimum Wage for All Hours Worked*. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g.*, *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

29. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked because Defendants required its non-exempt employees to work through their legally mandated

meal and/or rest period or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked where they were under the control of Defendants.

30. *Failure to Pay Required Overtime*. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

31. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

32. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

33. *Failure to Provide Compliant Meal Periods*. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . .an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

34. Defendants' policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

35. Upon information and belief, employees were required to skip breaks, interrupt their

breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants' policies and practices.

36. *Failure to Provide Compliant Rest Periods*. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC.

37. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."[1] *Augustus v. ABM Sec. Servs.,* Inc., 2 Cal.5th 257, 273 (2016).

38. On information and belief, Defendants failed to authorize or permit all required compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest periods, interrupt rest periods, work through rest periods, or remain under Defendant's control during breaks due to Defendants' policies and practices.

39. *Failure to Reimburse Necessary Business Expenses*. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Lab. Code § 2802.

40. As a matter of uniform and systemic policy, Defendants required non-exempt employees to purchase work-related equipment including tools, and personal protective equipment necessary for the performance of their work duties without reimbursing such expenses.

41. *Failure to Provide and Maintain Compliant Wage Statements*. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security

[1] Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

42. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage statements they provided to employees to be inaccurate.

43. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved Employees' ability to calculate unpaid wages earned.

44. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiffs and Aggrieved Employees.

45. *Failure to Provide and Maintain Records*. Labor Code § 226 provides that employers "shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer" and that employers "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 further requires employers to maintain and produce accurate itemized wage statements and related payroll records as required by law.

46. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . ."

47. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

48. Labor Code § 1174 requires employers to maintain payroll records showing the hours

worked daily by all employees for a period of not less than three years. Industrial Wage Order No. 5, Section 7 likewise requires employers to maintain "time records showing when the employee begins and ends each work period" and to make such records available to employees upon reasonable request.

49. Plaintiff Rodolfo Hernandez, through counsel, requested copies of his records maintained pursuant to Labor Code §§ 226, 432, 1174, and 1198.5.

50. Defendants thereafter produced what they represented to be Plaintiff's employment and personnel records. However, Defendants' production was incomplete. Among other documents, Defendants failed to produce multiple arbitration agreements purportedly signed by Plaintiff and maintained in connection with his employment, including arbitration agreements dated August 25, 2022, March 6, 2023, and February 4, 2026. Defendants' subsequent production of those arbitration agreements separately confirms that the records existed and were maintained by Defendants but were omitted from the personnel records initially produced.

51. Defendants' omission is particularly evident with respect to Plaintiff's February 4, 2026 employment records. Defendants produced a February 4, 2026 employee acknowledgment stating that Plaintiff received, among other documents, an "Acuerdo de Arbitraje," yet Defendants did not include the corresponding February 4, 2026 arbitration agreement in the personnel records production. Defendants later produced that executed agreement separately.

52. Labor Code § 226(f) and (h) provide that where an employer fails to permit a current or former employee to inspect or copy records required to be maintained under that section within 21 days of a request, the employer is liable to the employee for a penalty of $750, and the employee may bring an action for injunctive relief and recover costs and reasonable attorney's fees. Labor Code § 1198.5(k) similarly provides that an employer who fails to timely permit inspection or copying of personnel records relating to the employee's performance or any grievance concerning the employee is liable for a $750 penalty, and the employee may seek injunctive relief, costs, and reasonable attorney's fees.

53. By failing to timely and fully produce Plaintiff's employment and personnel records, including executed instruments relating to the obtaining or holding of Plaintiff's employment, Defendants violated Labor Code §§ 226, 432, 1174, and 1198.5 and the applicable Wage Order.

54. Defendants have a policy and practice of failing to timely provide complete employee records to current and former employees in California in violation of Labor Code §§ 226, 432, 1174, and 1198.5 and the applicable Wage Orders. On information and belief, Defendants also fail to maintain such records for the statutorily prescribed periods.

55. Procedural Requirements Met. On June 2, 2026, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On August 7, 2026, the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

56. Plaintiff—as a representative of the People of the State of California—is entitled to seek any and all penalties otherwise capable of being collected by the Labor Commission or Department of Labor Standards Enforcement ("DLSE") on behalf of the State of California through this Action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

A. For civil penalties under PAGA to be determined by trial;

B. For pre- and post-judgment interest as allowed;

C. For preliminary and permanent injunctive relief;

D. For reasonable attorney's fees and costs and expert fees and costs; and

E. For such other relief as this Court deems just and proper.

Dated: September 10, 2026

BARAHMAND LAW GROUP

By: _____
Navid Barahmand
Attorneys for Plaintiff

EXHIBIT A

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June 2, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

LABOR & WORKFORCE DEVELOPMENT AGENCY
1515 Clay Street, Suite 801
Oakland, California 94612

Copy Sent Certified Mail to:

Steven Y. Nishimori - Agent for Service of Process
CHANNEL ISLANDS VEGETABLE FARM, INC.
CHANNEL ISLANDS BERRY FARM, INC.
595 Victoria Avenue
Oxnard, California 93030

***Re*: Private Attorneys General Act ("PAGA") Notice Letter of Rodolfo Hernandez on Behalf of Himself and Aggrieved Employees Under California Labor Code Section 2699.3**

Dear Sir/Madam:

We represent Rodolfo Hernandez against Defendant Channel Islands Vegetable Farm, Inc., Channel Islands Berry Farm, Inc., and Steven Y. Nishimori (collectively, "Defendants") in a lawsuit soon to be filed against Defendant in Ventura County Superior Court (the "Action"). A copy of the proposed Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendants' employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to provide overtime hours; (3-4) failing to provide meal and rest breaks pursuant to Lab. Code § 226.7(b); (5) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5, and (6) failing to reimburse necessary business expenditures.

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Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP



NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosure: Exhibit A – Draft Complaint

PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County Los Angeles with the law offices of Barahmand Law Group and its business address is 23801 Calabasas Road, Suite 2034; Calabasas, California 91203.

On **September 10, 2026**, I served the foregoing document(s):

1. **FIRST AMENDED COMPLAINT**

on the person(s) listed below as follows:

LightGabler LLP 760 Paseo Camarillo Ste 300 Camarillo, CA 93010-6002	*Attorneys for Defendants Channel Islands Vegetable Farms, Inc.; Channel Islands Berry Farm, Inc.; and Steven Y. Nishimori* bsetlur@lightgablerlaw.com azeider@lightgablerlaw.com
Ventura County Agricultural Association 916 W Ventura Blvd Ste 101 Camarillo, CA 93010-8387	rob-vcaa@pacbell.net

☐[by MAIL] - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in Calabasas, California, in a sealed envelope with postage fully prepaid.

☐[by PERSONAL SERVICE] – I delivered the document(s) to the person(s) at the address(es) listed above by (1)(a) personal delivery, or (b) by leaving the documents in an envelope/package with an individual in charge of the office, or (c) by leaving them in a conspicuous place in the office between the hours of 9:00 a.m. and 5:00 p.m. or (2) by messenger

☐[by OVERNIGHT DELIVERY] - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.

☒[by ELECTRONIC SERVICE] - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

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

PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

Executed on September 10, 2026, at Los Angeles, California.

By: _____
Navid Barahmand