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Attorneys for Plaintiffs and all others similarly situated
GEORDYN BALCARCEL REYES and BRAYAN VALLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GEORDYN BALCARCEL REYES, an individual, on behalf of himself and others similarly situated, BRAYAN VALLE, an individual, on behalf of himself and others similarly situated,

Plaintiffs,

vs.

SHOPIRISBASIC LOS ANGELES CORP., a California Corporation; ECOMM Plus USA, Inc., a California Corporation; SHOPIRISBASIC INC., a California Corporation; OFE USA CORP., a California Corporation; YOUNG KIM, an individual; KIL HO, an individual; and DOES 1 TO 50,

Defendants.

CASE NO.: 23STCV29972

[Assigned to Honorable Kenneth R. Freeman, Dept. 14]

FIRST AMENDED CLASS ACTION COMPLAINT FOR:

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

[UNLIMITED CIVIL JURISDICTION]

INTRODUCTION

1. Plaintiffs Geordyn Balcarcel Reyes and Brayan Valle (collectively, "Plaintiffs") bring this action on behalf of themselves, and as a class action, for Defendants'

FILED
Superior Court of California
County of Los Angeles
07/12/2024
David W. Slayton, Executive Officer / Clerk of Court
By: C. Gomez Deputy

failure to provide timely meal periods, failure to provide rest periods, failure to pay premium wages for missed/delayed meal and rest periods and failure to pay all wages due upon separation of employment. As a result of these acts or omissions, Defendants have violated California statutory laws as described below.

2. In 2019, Plaintiff Reyes was hired by Defendant Shopirisbasic Inc. In 2020, the entity transformed into Defendant ECOMM Plus USA, Inc., doing business as Shopirisbasic. In 2021, the entity was rebranded as Defendant Shopirisbasic Los Angeles. In 2022, Plaintiff began receiving paystubs from Defendant OFE USA CORP. These changes in name and form had no effect on core business operations or employment conditions, which remained constant. In fact, Plaintiff was never informed that he had a new employer or had been terminated and subsequently rehired. He performed the same warehouse packing duties at all times. The only material change (as far as Plaintiff was aware) was the entity name on his paystubs.

PARTIES

3. Plaintiff GEORDYN BALCARCEL REYES is a natural person and is domiciled in Los Angeles County, California.

4. Plaintiff BRAYAN VALLE is a natural person and is domiciled in Los Angeles County, California.

5. Defendant SHOPIRISBASIC Los Angeles Corp., a California Corporation, was at all relevant times doing business in Los Angeles County, California.

6. Defendant SHOPIRISBASIC INC., a California Corporation, was at all relevant times doing business in Los Angeles County, California.

7. Defendant ECOMM Plus USA, Inc., a California Corporation, was at all relevant times doing business in Los Angeles County, California.

8. Defendant OFE USA CORP., a California Corporation, was at all relevant times doing business in Los Angeles County, California.

9. Defendant YOUNG KIM is a natural person, was at all relevant times doing business in Los Angeles County, California, and on information and belief is domiciled in

Los Angeles County, California.

10. Defendant KIL HO is a natural person, was at all relevant times doing business in Los Angeles County, California, and on information and belief is domiciled in Los Angeles County, California.

11. Plaintiff is ignorant of the true names and capacities of the defendants sued under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiff is informed and believe that each of the fictitiously named Doe Defendants is legally responsible in some manner for the occurrences alleged and that Plaintiff's injuries and damages, as alleged, were proximately caused by these Doe Defendants' actions.

12. SHOPIRISBASIC Los Angeles Corp., SHOPIRISBASIC INC., ECOMM Plus USA, Inc., OFE USA Corp., Young Kim, Kil Ho and Doe Defendants 1 through 50, inclusive, are referred to herein collectively as "Defendants". Plaintiff is informed and believe and thereon allege that at all times pertinent hereto, each Defendant was the agent and employee of each of its co-Defendants, and in doing the things described herein, was acting within the course and scope of his/her authority as such agent and employee, and each Defendant ratified and approved the acts of his/her agents and employees. Defendants acted as Plaintiff's "employer" and are responsible for any and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

13. On information and belief, at all times material hereto, each and every defendant business entity had an interrelation of operations, common management, centralized control of labor relations, common ownership or financial control, and were otherwise integrated operations, creating an integrated enterprise wherein the liability of each defendant business enterprise is shared by the others. Plaintiff is informed and believes that Defendants had uniform employment practices and policies and that Defendants shared fiscal, physical and human resources. At all relevant times, Defendants including those named herein as Doe defendants, have operated and currently operate as the alter egos, divisions, affiliates, integrated enterprises, joint

1 employers, subsidiaries, parents, principals, related entities, authorized agents, partners,
2 joint venturers, and/or guarantors, actual or ostensible, of each other. Though such
3 defendants have multiple corporate, entity, and individual personalities there is but one
4 enterprise and this enterprise has been so handled that it should respond, as a whole, and
5 jointly and severally by each of each of its constituent parts, for the acts committed by
6 Defendants, and each of them. Each business entity, individual and entity has been, and
7 is, merely an instrument and conduit for the others in the prosecution of a single business
8 venture.

9 14. As a result of the aforementioned facts, Plaintiffs are informed and believe
10 and based thereon allege that Defendants are Plaintiffs' joint employers by virtue of a joint
11 enterprise and that Plaintiffs, and the putative class, were employees of Defendants.
12 Plaintiffs performed services for each and every one of Defendants, and to the mutual
13 benefit of all Defendants, and all Defendants shared control of Plaintiffs as employees,
14 either directly or indirectly, and the manner in which Defendants business was and is
15 conducted.

16 **CLASS ACTION ALLEGATIONS**

17 15. Plaintiffs bring this case as a class action pursuant to California Code of Civil
18 Procedure § 382 on behalf of a class (hereafter the "Class") and on behalf of a sub-class
19 (hereafter the "Waiting Time Penalties Subclass") consisting of the following:

- 20 a. The Class: All persons who performed services in the State of
21 California during the Class Period as a warehouse employee for
22 Defendants ("Class Members"). The Class Period is the time period
23 starting four years before the filing of the initial Complaint in this action
24 plus any additional time during which the statutes of limitation for the
25 causes of action herein were tolled pursuant to Emergency Rule 9 of
26 the California Rules of Court, the "Emergency Rules Related to
27 COVID-19".
28

1 b. The Waiting Time Penalties Subclass: All members of the Class who
2 separated from their working relationship with Defendants during the
3 three years immediately preceding the filing of the Complaint through
4 the present plus any additional time during which the statute of
5 limitation was tolled pursuant to the Emergency Rules Related to
6 COVID-19 (the “Subclass Members”). On information and belief, all
7 members of the Waiting Time Penalty Subclass that are no longer
8 working for Defendants were not paid all wages due at the time of
9 their respective separation/termination.

10 16. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of
11 Court to amend or modify the class description with greater specificity, by division into
12 subclasses, or by limitation to particular issue.

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

17 18. Numerosity. The members of the Class and Waiting Time Penalties
18 Subclass are so numerous that joinder of all members would be unfeasible and not
19 practicable. The membership of the class and subclass are unknown to Plaintiffs at this
20 time; however, it is estimated that the Class and Subclass number greater than fifty (50)
21 individuals. The identity of such membership is readily ascertainable via inspection of
22 Defendants’ employment and personnel records.

23 19. Typicality. Plaintiffs’ claims are typical of the claims of the members of the
24 Class. Defendants subjected all Class Members and Subclass Members to identical
25 violations of the California Labor Code, the Wage Orders of the California Industrial
26 Welfare Commission, and the California Business and Professions Code. The factual
27 grounds of Defendants’ violations are common to all Class Members and Subclass
28 Members and represent a common thread of unlawful conduct resulting in injury to all

members of the Class and Subclass.

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

- a. Whether Plaintiffs and members of the Class were provided with and were able to take 30 minute off-duty meal breaks by the fifth hour of the shift;
- b. Whether Plaintiffs and members of the Class were authorized and permitted to take 10 minute rest breaks for every 3.5 hours of work or major fraction therein;
- c. Whether Plaintiffs and members of the Class were paid one hour of premium pay for each day Defendants failed to authorize and permit a rest break;
- d. Whether Plaintiffs and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;
- e. Whether the violations alleged in (a-d) above constitute unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

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

22. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and

1 burden of individual lawsuits would make it virtually impossible for Class Members,
2 Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged.
3 Plaintiffs know of no difficulties to be encountered in the management of this action that
4 would preclude its maintenance as a class action.

5 **GENERAL FACTUAL ALLEGATIONS**

6 23. Defendants are wholesalers of women's clothing and have operated out of
7 the same warehouse in Vernon, California. The corporate defendants (i.e.,
8 SHOPIRISBASIC Los Angeles Corp., SHOPIRISBASIC INC., ECOMM Plus USA, Inc.,
9 and OFE USA Corp) share personnel policies, payroll, employees, inventory, facilities,
10 and management. Mr. Kim is presented to employees as the owner of the entities, while
11 Mr. Ho is the general manager of the entities. Mr. Reyes, like many class members,
12 received wage statements reflecting each corporate Defendant as his employer during his
13 term of employment for Defendants. Mr. Kim and Mr. Ho both had direct control over the
14 wage policies and practices of the corporate Defendants, including the power to hire and
15 fire employees, supervise and control employee work schedules, determine the rate and
16 method of payment, and maintain employment records. Mr. Kim and Mr. Ho's involvement
17 in these practices establishes their liability under Labor Code 558.1.

18 24. Mr. Reyes worked for Defendants as a warehouse employee from
19 approximately January 9, 2019, through March 31, 2023.

20 25. Mr. Valle worked for Defendants as a warehouse employee from
21 approximately 2019 through June 2021.

22 26. Plaintiffs and other warehouse employees generally commenced their
23 workday at 7:30 am. Defendants did not permit a duty-free meal period to warehouse
24 employees until after the fifth hour of work (as reflected on employee timesheets). In
25 addition, Plaintiffs and other warehouse employees regularly worked in excess of ten
26 hours per day but were permitted only two rest breaks per day irrespective of hours
27 worked.

28 ///

1 **PAGA ALLEGATIONS**

2 27. On or around the date of the filing of this Complaint, Plaintiff Reyes filed a
3 claim with the California Labor and Workforce Development Agency (hereafter, "LWDA")
4 and provided a copy by certified mail to Defendants. The period for the LWDA to respond
5 has expired without a response from the LWDA. Plaintiff has satisfied all legal
6 prerequisites to maintaining a cause of action under the California Labor Code Private
7 Attorneys General Act ("PAGA").

8 **FIRST CAUSE OF ACTION**
9 **FAILURE TO PROVIDE MEAL PERIODS**
10 **(Plaintiffs on Behalf of the Themselves and the Class against All Defendants)**

11 28. Plaintiffs, on behalf of themselves and the Class, incorporate by reference
12 all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

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

18 30. California Labor Code §512 further provides: "An employer may not employ
19 an employee for a work period of more than 10 hours per day without providing the
20 employee with a second meal period of not less than 30 minutes, except that if the total
21 hours worked is no more than 12 hours, the second meal period may be waived by mutual
22 consent of the employer and the employee only if the first meal period was not."

23 31. Cal. Labor Code §226.7(a) provides: "No employer shall require an
24 employee to work during any meal . . . period mandated by an applicable order of the
25 Industrial Welfare Commission."

26 32. The Wage Orders provide, in pertinent part, as follows: "Unless the
27 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
28 considered an 'on duty' meal period and counted as time worked."

33. As alleged herein, pursuant to Defendants' policies, Defendants routinely fail

1 and failed to permit, authorize and/or provide Plaintiffs and Class Members with timely
2 meal periods in violation of all applicable Wage Order, California Regulations and
3 California Labor Code sections.

4 34. In addition, during the relevant time period, Plaintiffs and Class Members
5 who worked in excess of ten (10) hours but not longer than twelve (12) hours, and who
6 did not waive their legally-mandated meal periods by mutual consent were required to
7 work in excess of ten (10) hours without receiving a second uninterrupted meal period of
8 not less than thirty (30) minutes.

9 35. By failing to provide Plaintiffs and Class Members with compliant meal
10 periods, Defendants violated California Labor Code sections 512 and 226.7, as well as
11 applicable provisions of the IWC Wage Orders. As a result of the unlawful acts of
12 Defendants set forth herein, Plaintiffs and Class Members have been unfairly and illegally
13 deprived meal periods and are entitled to one additional hour of premium pay for each
14 missed meal period.

15 **SECOND CAUSE OF ACTION**
16 **FAILURE TO PROVIDE REST PERIODS**
(Plaintiffs on Behalf of the Themselves and the Class against All Defendants)

17 36. Plaintiffs, on behalf of themselves and the Class, incorporate by reference
18 all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

19 37. The Wage Orders authorize employees to take paid rest periods based on
20 the total hours worked daily at the rate of ten minutes rest per four hours or major fraction
21 thereof.

22 38. Cal. Labor Code §226.7(a) provides: "No employer shall require an
23 employee to work during any ... rest period mandated by an applicable order of the
24 Industrial Welfare Commission."

25 39. Defendants had and still have a uniform policy and practice of not providing
26 employees with lawful rest breaks. Plaintiffs and Class Members did not and do not receive
27 timely and full rest breaks. During the relevant time period, Defendants required Plaintiffs
28 and the Class Members to work ten (10) hours (or more) without providing them compliant

rest period and failed to pay Plaintiffs and the other Class Members the full rest period premium for work performed during rest periods.

40. By requiring Plaintiffs and the Class Members to miss these rest periods, Defendants violated the Wage Orders and California Labor Code section 226.7. As a result of the unlawful acts of Defendants set forth herein, Plaintiffs and the Class Members have been unfairly and illegally deprived of rest periods, and are entitled to one additional hour of premium pay for each missed rest period.

THIRD CAUSE OF ACTION
WAITING-TIME PENALTY FOR NONPAYMENT OF WAGES
(Plaintiffs on Behalf of the Themselves and the Proposed Subclass against
All Defendants)

41. Plaintiffs, on behalf of themselves and the Waiting Time Penalty Subclass, incorporate by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

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

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

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

45. Where an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 through 203 of the California Labor Code, all wages due to an employee who has been discharged or has quit, California Labor Code §203 entitles

1 the affected employee to receive from the employer a penalty of up to 30 days wages
2 calculated from the due date of the wages until the time an action to recover the wages is
3 commenced.

4 46. As alleged herein, Defendants have failed to pay earned wages (including
5 but not limited to break premiums) to Plaintiffs and the Waiting Time Penalty Subclass at
6 the time they became due and payable, and has thus violated sections 201, 202, 203 and
7 206 of the California Labor Code.

8 47. Defendants' failure to pay wages as alleged herein was willful in that
9 Defendants knew that Plaintiffs and the Waiting Time Penalty Subclass were not receiving
10 all of their earned compensation because, inter alia, Defendants knowingly did not fully,
11 fairly and properly compensate Plaintiffs and the Waiting Time Penalty Subclass for
12 overtime and/or untimely and missed breaks.

13 48. It has been more than 30 days since the date of termination of Plaintiff's
14 initial employment period and all members of the Waiting Time Penalty Subclass Class
15 that are no longer employed by Defendant.

16 49. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiffs
17 and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California
18 Labor Code §203, continuing wages as a penalty for a total of 30 days.

19 **FOURTH CAUSE OF ACTION**
20 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
21 **(Plaintiffs on Behalf of the Themselves and the Class against All Defendants)**

22 50. Plaintiffs, on behalf of themselves and the Class, incorporate by reference
23 all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

24 51. Defendants' violations of the Labor Code and other laws and regulations as
25 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
26 constitute unfair business practices in violation of the Unfair Competition Law, Business
27 and Professions Code § 17200 et seq.

28 52. As a result of Defendants' unfair business practices, Defendants have
reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members,

1 and members of the public. Defendants' utilization of such unfair business practices
2 constitutes unfair competition and provides an unfair advantage over Defendants'
3 competition. Defendants should be made to disgorge the ill-gotten gains and restore such
4 monies to Plaintiffs and the Class Members.

5 53. Defendants' unfair business practices entitles Plaintiffs and the Class
6 Members to seek preliminary and permanent injunctive relief, including but not limited to
7 orders that Defendants account for, disgorge and restore to Plaintiffs and the Class
8 Members any compensation unlawfully withheld from Plaintiffs and the Class Members,
9 and for which Defendants were unjustly enriched.

10 **FIFTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
12 **(Plaintiff Reyes against All Defendants)**

13 54. Plaintiff incorporates by reference all other paragraphs of this Complaint as
14 if they were re-alleged and set forth herein.

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

20 56. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
21 before filing this Complaint. LWDA did not respond to his notice of the alleged violations
22 within the statutory timeframe, and Plaintiff has therefore exhausted administrative
23 remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and
24 the violations alleged herein were committed against Plaintiff. Plaintiff brings this action
25 on behalf of Plaintiff and all other current and former aggrieved employees. At the time of
26 each violation, Defendants employed one or more employees.

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

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 3 1. For compensatory damages in an amount to be proven at trial;
- 4 2. General and special damages, in an amount to be proven at trial;
- 5 3. For statutory damages and penalties, including but not limited to, all
- 6 penalties authorized under PAGA;
- 7 4. For temporary, preliminary, and permanent injunction;
- 8 5. Attorney's fees and costs of suit;
- 9 6. Pre-judgment interest on any damages or other amounts deemed payable;
- 10 7. Other or further relief as the Court deems just and proper;

11 Dated: July 12, 2024

HAULK & HERRERA LLP

12 By: 

13 _____
14 Matthew A. Haulk, Esq.
15 Jose M. Herrera, Esq.
16 Attorneys for Plaintiffs and all others
17 similarly situated
18 GEORDYN BALCARCEL REYES
19 BRAYAN VALLE
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PROOF OF SERVICE

Geordyn Balcarcel Reyes v. Shopirisbasic Los Angeles Corp., et al.

Los Angeles County Superior Court, Case No.: 23STCV29972

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): FIRST AMENDED CLASS ACTION COMPLAINT FOR: 1. FAILURE TO PROVIDE MEAL PERIODS 2. FAILURE TO PROVIDE REST PERIODS 3. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 4. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200; and 5. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (PAGA)	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: S. Calvin Myung, Esq. LAW OFFICES OF S. CALVIN MYUNG 3700 Wilshire Boulevard, Suite 500 Los Angeles, California 90010 Telephone: (213) 382-3600 Email: scalvinmyunglaw@gmail.com <i>Attorneys for Defendants</i> <i>OFE USA Corp., Young Kim and Kil Ho</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is

		deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
c.		By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
d.		By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.		By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f.	☒	By Electronic Transmission. I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
6.	I served the documents by the means described above on July 12, 2024	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

July 12, 2024	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)