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on behalf of herself and others similarly situated

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

KENNETH SUANICO, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

BIOLEGEND CNS INC., a California
Stock Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

CLASS ACTION

Case No.: 37-2024-00000993-CU-OE-CTL

**DECLARATION OF ANDREW E.
HILLIER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Assigned for all purposes to:
The Honorable Judy S. Bae

Hearing Information:

Date: March 6, 2026

Time: 8:30 a.m.

Department: Department C-62

1 ANDREW E. HILLIER (Bar No. 295779)
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2 FRANCIS A. DIGIACCO (Bar No. 265625)
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7 Attorneys for Plaintiff Kenneth Suanico,
and Aggrieved Employees
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1 I, Andrew E. Hillier, declare and state as follows:

2 1. I am an attorney at law, duly licensed to practice before all courts of the State of
3 California, and I am counsel of record for Plaintiff, Kenneth Suanico, in this matter. I have
4 personal knowledge of the facts set forth herein and, if called as a witness, could and would testify
5 competently thereto.

6 2. This declaration is submitted in support of Plaintiffs' Motion for Approval of
7 PAGA Settlement.

8 3. I am not aware of any class or other representative action against Defendant in
9 any other court that asserts claims similar to those alleged in the action being settled.

10 4. PAGA Representative Kenneth Suanico is aware of the fee splitting agreement
11 between D.Law and Hillier DiGiacco, LLP and has given informed written consent to such
12 agreement.
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14 **Experience**

15 5. I graduated from the University of San Diego School of Law in 2013 and was
16 admitted to the California Bar in February of 2014. I began my legal career as an Associate
17 Attorney with Damiani Law Group, where I primary represented plaintiffs in employment law
18 matters. In 2016, I founded my own firm, Hillier Law, exclusively representing plaintiffs in
19 employment law actions. In 2021, I co-founded the firm Hillier DiGiacco LLP, which focused on
20 representing employees in single-plaintiff actions, representative matters, and class actions. That
21 firm merged with Harlan Law PC, forming Harlan Hillier DiGiacco LLP, which focuses on much
22 the same practice. I have exclusively practiced plaintiffs' side employment law for the past nine
23 years.

24 6. In that time, I have handled more than 100 employment matters in all phases,
25 including jury trial, bench trial, arbitration evidentiary hearing, and appeal.

26 7. I, along with my firms, have been consistently approved as class counsel in wage
27 and hour class actions. For example, I (along with Francis DiGiacco) was recently approved as
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1 class counsel in the matter of *Gallegos v. Children's Institute Inc.*, Los Angeles Superior Court
2 Case No. 21STCV19276. In that matter, my firm negotiated a \$1,850,000 settlement on behalf of
3 hundreds of individuals in a wage and hour class action. That settlement was approved by the
4 Court.

5 8. In December 2023, I, along with Mr. DiGiacco, served as trial counsel in the matter
6 of *Buron v. Occupational Health Centers, Inc., et al.*, San Diego Superior Court Case No. 37-
7 2021-26852, a California Family Rights Act retaliation case. It was a long and complex case, with
8 many moving parts. After a three-week trial, the jury found the defendant liable and awarded
9 \$9,372,000 in non-economic and punitive damages to our client. I understand that this result was
10 recognized as one of the top 10 employment law verdicts in California in 2023, and one of the top
11 50 verdicts overall. The case resolved shortly before post-trial motions. Given the quality of the
12 verdict and my work on the case, I was awarded the "Trial Star Award" by the Consumer Attorneys
13 of San Diego organization.

14 9. In 2024, my firm again prevailed after a trial in *Williams v. San Diego and Imperial*
15 *Counties Labor Council*, San Diego Superior Court Case No. 37-2022-11281. I served as trial
16 counsel for the plaintiff alongside Mr. DiGiacco. After a four-day bench trial, the Court issued a
17 ruling in favor of our client, awarding damages and attorney's fees to be determined by subsequent
18 motion. The case settled shortly thereafter, just prior to post-trial motions.

19 10. I am also involved in trial skills education. Alongside Mr. DiGiacco, I served as
20 an adjunct professor in the University of San Diego School of Law's Mock Trial Program. I taught
21 law students trial skills through practical application and competition. I was an adjunct professor
22 in the program from 2014 to 2023.

23 11. I have worked with Francis DiGiacco for the last five years and I am familiar with
24 his experience. Mr. DiGiacco graduated *cum laude* from the University of San Diego School of
25 Law in 2009 and was admitted to the California Bar that same year. He began his career as an
26 Associate Attorney with Robbins Geller Rudman & Dowd LLP, where his practice focused on
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securities class action litigation on behalf of shareholders.

12. He later served as an Assistant United States Attorney in the Southern District of California on the Organized Crime Drug Enforcement Task Force. In that role, he investigated and prosecuted international drug trafficking organizations, handling hundreds of federal criminal cases—including dozens of jury trials as first chair.

13. He is heavily involved in trial skills education. He is currently an adjunct professor for the University of San Diego School of Law’s Mock Trial Program. He has been the head of the Mock Trial Program since 2013. He has trained hundreds of law students in trial skills over the course of his career. His commitment to legal education and advocacy earned him the Rising Star Alumni Award from USD School of Law in 2018.

14. He currently serves as a faculty member for the National Institute for Trial Advocacy (NITA) and has contributed to NITA's educational programs, including co-presenting a webcast on reverse-engineering trial and deposition preparation. He is also a member of NITA's Next Generation Class of 2025, a distinction awarded to trial lawyers who demonstrate exceptional skill and dedication to the profession.

15. I have known Associate Attorney Hunter Matos since he began work for our firm in 2023. Mr. Matos assisted in the litigation and settlement of this matter. Mr. Matos graduated from the University of San Diego School of Law in 2023 and was admitted to the California Bar in 2024. He began his career as an Associate Attorney with Hillier DiGiacco LLP. His practice focuses on representing employees in single-plaintiff, representative, and class action matters at all stages of litigation.

Time and Billing Records

16. Throughout their work on this case, the attorneys and staff at my firm tracked the hours spent on the matter. Attached as **Exhibit 1** is a true and accurate copy of the billing records attesting to the work performed by each individual, broken down by category of work.

17. To summarize, over the past 3 years, Partner Francis DiGiacco spent 11.7 hours on

1 this case, Partner Andrew Hillier spent 70.4 hours, and Associate Hunter Matos spent 20.3 hours.

2 18. Each task was categorized into one of four categories: (1) Investigation of Claims,
3 (2) Litigation – Pleadings and Discovery, (3) Mediation, and (4) Settlement. A summary of hours
4 by category is set forth below:

Category of Work	Hours
Investigation	15.4
Litigation	34.5
Mediation	33.8
Settlement	18.7

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11 19. I have reviewed the time entries attached as **Exhibit 1** to this Declaration. These
12 entries constitute a true and correct record of the hours recorded in our firm’s timekeeping system
13 for work performed on behalf of Plaintiff.

14 20. Attached as **Exhibit 2** is a true and accurate copy of the costs incurred by my firm
15 in the litigation of this matter, inclusive of all filing fees and costs associated with mediation.
16 The costs total \$6,603.31.

17 **LWDA Filings**

18 21. On August 17, 2023, my office sent a PAGA Notification Letter to Defendant
19 BIOLEGEND CNS INC. and the Labor Workforce Development Agency (LWDA) related to
20 this matter. A true and correct copy of that PAGA Notice is attached hereto as **Exhibit 3**.

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22. On February 10, 2026 I used the LWDA online filing system to provide notice to the LWDA of the Settlement of this matter, as well as the date, time, and location of the hearing on this Motion for Approval of PAGA Settlement. Should the LWDA send any communication relating to this matter prior to the hearing date, I will inform the Court of such communication.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 10, 2026 in San Diego, California.



Andrew Hillier

Exhibit 1

Category	Hours Spent	Attorney(s)	Description
Investigation	15.4	Andrew Hillier (14.2) Francis A. DiGiacco (1.2)	Initial investigation of claim, meetings with client, review of employment records, interview of witnesses. Drafting and editing PAGA Notice Letter. Preparation and editing of initial complaint.
Litigation – Pleadings and Discovery	34.5	Andrew Hillier (17.4) Hunter Matos (17.1)	Preparation of complaint(s), written discovery, deposition outlines, stipulations, etc. Coordination with co-counsel and opposing counsel re: informal discovery and review of the same. Drafting and editing of ex parte applications, motions, and stipulations. Drafting and editing of approval motion and supporting documents.
Mediation	33.8	Andrew Hillier (23.3) Francis A. DiGiacco (10.5)	Coordination with expert regarding data and report. Preparation of mediation brief and supporting documentation. Coordination with co-counsel re: mediation. Attend mediation. Communications with mediator following mediation.
Settlement	18.7	Andrew Hillier (15.5) Hunter Matos (3.2)	Drafting and editing of settlement agreements. Communications with client, co-counsel, and opposing counsel re: settlement and agreement.
Total:	102.4		

Exhibit 2

Activities Export

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/26/2025		One Legal - EPA/Courtesy Copy Order # 25688728 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$61.95	-	\$61.95
06/25/2025		One Legal - Ex Parte Application for Extension of Time Order # 25688727 Unbilled	00098-Suanico Wage and Hour	Kady Chu	1.00	\$84.36	-	\$84.36
04/09/2025		San Diego Superior Court - Dismissal Order # 169286 Unbilled	00098-Suanico Wage and Hour	Kady Chu	1.00	\$2.00	-	\$2.00
11/13/2024		San Diego Superior Court - Dismissal Order # 84976 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$2.00	-	\$2.00
06/27/2024		One Legal - CMC Statement Order # 23220311 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$15.39	-	\$15.39
01/31/2024		CMC Fee - \$375. Full Day Rate - \$5500. Hon. Denton Invoice # 620395 Pd by ACH on JW website Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$5,875.00	-	\$5,875.00
01/10/2024		Complaint pkg Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$463.22	-	\$463.22
01/10/2024		LWDA Receipt - PAGA Order # 24729 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$75.00	-	\$75.00

\$0.00 **\$6,603.61**
0.00h 0.00h

Activities Export

02/10/2026
3:37 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/17/2023		Certified Mail - PAGA Notification Invoice # 759176 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$4.98	-	\$4.98
08/17/2023		Certified Mail - PAGA Notification Invoice # 724341 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$4.98	-	\$4.98
05/09/2023		Certified Mail - Demand Letter Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$4.99	-	\$4.99
05/09/2023		Certified Mail - Demand Letter Invoice # 867695 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$4.99	-	\$4.99
01/30/2023		Certified Mail - ERR/ERA Invoice # 56111 Unbilled	00098-Suanico Wage and Hour	Catherine Bonaccorsi	1.00	\$4.75	-	\$4.75
							\$0.00 0.00h	\$6,603.61 0.00h

Exhibit 3



Andrew E. Hillier
Francis A. DiGiacco
600 W. Broadway, Suite 700
San Diego, CA 92101
619.330.5120
www.hdlawllp.com

VIA ONLINE FILING
Labor and Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
PAGAfilings@dir.ca.gov

August 17, 2023

**Re: SUANICO v. BIOLEGEND CNS INC. WHICH WILL DO BUSINESS IN
CALIFORNIA AS BIOLEGEND INC.– PAGA NOTIFICATION**

Dear Representative:

I. INTRODUCTION

My office represents Kenneth Suanico (“Suanico”) with respect to his claims under the California Labor Code against BIOLEGEND CNS, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS BIOLEGEND INC. (“Employer”). Employer is a biomedical research and manufacturing company that researches and develops vaccinations. Mr. Suanico worked for Employer from January 10, 2022, to January 6, 2023 as a Research Associate in Antibody Development Department. As a Research Associate, Mr. Suanico developed antibodies derived from immunized animals by performing various testing and techniques.

The purpose of this letter is to provide you with notification that Suanico filed a claim against Employer with the Labor and Workforce Development Agency (“LWDA”). Mr. Suanico is seeking penalties on behalf of the State of California, similarly aggrieved current non-exempt employees, and similarly aggrieved former non-exempt employees (collectively “Aggrieved Employees”) of Employer. This letter is sent in compliance with California Labor Code §2699.3.

**II. CALIFORNIA LAW CONCERNING THE PRIVATE ATTORNEY
GENERALS ACT AND NOTIFICATION**

California law endows the LWDA with the power to “assess and collect civil penalties for specified violations of the Labor Code committed by an employer.” (*Caliber Bodyworks, Inc. v. Superior Court*, 36 Cal. Rptr. 3d 31, 33 (Cal. Ct. App. 2005).) To supplement government-initiated actions, California’s Private Attorney Generals Act (“PAGA”) also “authorizes aggrieved employees, acting as private attorneys general, to recover civil penalties from their employers for violations of the Labor Code.” (*Baumann v. Chase Inc. Serv. Corp.*, 747 F.3d 1117, 1119 (9th Cir. 2014); see also Cal. Lab. Code § 2699(a).) That process begins when an employee makes a complaint to the LWDA and sends notification of the complaint to the employer. This letter constitutes such notification.

III. FACTUAL AND LEGAL BASIS FOR CLAIMS

As described below and throughout this correspondence, Employer violated California wage and hour laws during Mr. Suanico's and Aggrieved Employees' employment:

- Employer failed to pay Mr. Suanico and Aggrieved Employees for all time worked, and thus, failed to pay minimum wage for those hours. Employer failed to pay minimum wages both when Employer had a policy of instructing their employees to work past their 5th hour of time, clock out, complete the task they are currently working on, working while off the clock, then taking their lunch, as well as falsifying Mr. Suanico's and Aggrieved Employees' timesheets to reflect Labor Code compliant meal breaks and reflect no overtime worked;
- Employer failed to pay Mr. Suanico and Aggrieved Employees overtime pay. Mr. Suanico and Aggrieved employees worked more than eight (8) hours in a day and/or more than forty (40) hours in a week, but they were not paid an overtime multiplier for some hours worked;
- Employer failed to provide Mr. Suanico and Aggrieved Employees meal breaks. As a matter of policy, Employer instructed Mr. Suanico and Aggrieved Employees to clock out at the time of their 5th hour worked, complete whatever task they were currently working on, then leave for lunch once the task was complete. Employer failed to pay Mr. Suanico and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant meal breaks;
- Employer failed to provide Mr. Suanico and Aggrieved Employees rest breaks. As a matter of policy, Employer did not allow, permit, and/or authorize Mr. Suanico and Aggrieved Employees to take rest breaks per four hours (or major fraction thereof) of work. Employer failed to pay Mr. Suanico and Aggrieved Employees the requisite compensatory premiums for failing to provide compliant rest breaks;
- Employer failed to provide accurate wage statements to Mr. Suanico and Aggrieved Employees. Employer falsified Mr. Suanico's and Aggrieved Employees' time sheets. Mr. Suanico would clock in and out throughout the day. Sometime after Mr. Suanico and Aggrieved Employees would do this, Employer would alter the time sheets to reflect no wage and hour violations including, but not limited to, altering meal break clock in and out times, as well as altering morning clock in times and altering afternoon or evening clock out times to bring Mr. Suanico and/or Aggrieved Employees either at or slightly under eight (8) hours worked in a single day;
- Employer failed to provide all owed compensation to Mr. Suanico and Aggrieved Employees at the end of each pay period. Specifically, Employer failed to compensate for the meal break violation discussed above having employees work while off the clock, as well as failing to pay employees their full hours worked as a result of falsifying their timesheets; and
- Employer failed to pay all wages owed within the allotted legal time frame following separation of employment.

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A. MINIMUM WAGE VIOLATIONS

Mr. Suanico and Aggrieved Employees were not paid at all for some time worked. Employer's failure to pay any wages for this time worked resulted in a failure to pay California's minimum wage. As discussed above, Employer schemed to both have Mr. Suanico and Aggrieved Employees not take their lunch breaks on time after 5 hours of work while also working off the clock, as well as falsifying Mr. Suanico's and Aggrieved Employees' timesheets to show they took legal unpaid meal breaks and removed hours to ensure Mr. Suanico and Aggrieved Employees did not receive overtime. Employer thus violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040(4)) and California Labor Code §§ 1194 and 1198.

Mr. Suanico and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 4; penalties pursuant to California Labor Code §§ 558, 1194.2, 1197.1, and 1199; and attorney's fees and costs.

B. OVERTIME VIOLATIONS

Mr. Suanico and Aggrieved Employees were engaged, suffered, and/or permitted to work more than eight (8) hours per day and/or more than forty (40) hours in a week. However, Mr. Suanico and Aggrieved Employees were not paid for overtime worked at the appropriate rate of one-and-one-half times their regular rate of compensation as a result of Employer falsifying timesheets to show Mr. Suanico and Aggrieved Employees did not work the overtime hours they in actuality did. Employer's conduct violated California Labor Code § 510.

Mr. Suanico and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order penalties pursuant to paragraph (20)(A) of Wage Order No. 4; penalties pursuant to California Labor Code §§ 558, 1197.1, and 1199; and attorney's fees and costs.

C. MEAL PERIOD VIOLATIONS

Mr. Suanico and Aggrieved Employees were required to work more than five hours per day, but were not provided, authorized, and/or permitted to take uninterrupted 30-minute meal periods before the completion of the fifth hour of their shifts. As discussed above, Mr. Suanico and Aggrieved Employees were instructed to work past the 5th hour worked, clock out, complete their current task, then once the task was completed to then leave for lunch. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (11)(A)) and California Labor Code §§ 226.7(b), 512(a), and 1198.

Mr. Suanico and Aggrieved Employees did not receive an hour of premium pay for the meal periods Employer failed to authorize and/or provide. Thus, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (11)(D)) and California Labor Code §§ 226.7(c) and 1198.

Mr. Suanico and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order Penalties pursuant to paragraph (20)(A) of Wage

Order No. 4; California Labor Code §§ 558 and 1199 penalties; and attorneys' fees and costs.

D. REST PERIOD VIOLATIONS

Mr. Suanico and Aggrieved Employees were not provided, authorized, and/or permitted rest breaks when they worked shifts longer than four (4) hours or a major fraction thereof. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (11)(A)) and California Labor Code §§ 226.7(b) and 1198.

Mr. Suanico and Aggrieved Employees did not receive one hour of premium pay for each rest period not provided, authorized, and/or permitted. Accordingly, Employer violated Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040 (12)) and California Labor Code §§ 226.7(c), and 1198.

Mr. Suanico and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); Wage Order Penalties pursuant to paragraph (20)(A) of Wage Order No. 4; California Labor Code §§ 558 and 1199 penalties; and attorneys' fees and costs.

E. WAGE STATEMENT VIOLATIONS

Employer failed to provide Mr. Suanico and Aggrieved Employees with accurate wage statements. The wage statements failed to accurately identify Mr. Suanico's hours worked, compensation, and overtime worked. Further, as discussed above, Employer falsified Mr. Suanico's and Aggrieved Employees' clock in and clock out times to reflect no meal or rest break violations, as well as falsified their clock in and out times to reflect not working any overtime. Accordingly, Employer violated California Labor Code §§ 226(a) and 1198.

Mr. Suanico and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); California Labor Code §§ 226(e), 226.3, and 1199 penalties; and attorney's fees and costs.

F. TIMING OF PAYMENTS DURING EMPLOYMENT VIOLATIONS

As to each pay period, Mr. Suanico and Aggrieved Employees were not paid the wages owed (including, but not limited to, overtime, minimum wages, and meal period premiums, as described above). Employer intentionally instructed Mr. Suanico and Aggrieved Employees to work off the clock after the 5th hour to complete whatever task they were working on before taking their break, as well as falsifying Mr. Suanico's and Aggrieved Employees' timesheets to reduce the hours worked so as to not show any overtime owed. Accordingly, Employer violated California Labor Code § 204(a).

Mr. Suanico and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f), California Labor Code §§ 210 and 1199 penalties, and attorney's fees and costs.

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G. PAYMENTS POST SEPARATION VIOLATIONS

Employer willfully failed to promptly pay Mr. Suanico and Aggrieved Employees all wages owed at the time of termination of employment or any time thereafter. As described above, Employer failed to pay all wages during Aggrieved Employees' employment and did not furnish those wages at the time of separation. Accordingly, Employer violated California Labor Code §§ 201-203.

Mr. Suanico and Aggrieved Employees will therefore seek PAGA default penalties under California Labor Code § 2699(f); California Labor Code §§ 203 and 1199 penalties; and attorney's fees and costs.

Thank you for your attention to these matters.

Sincerely,

A handwritten signature in black ink, appearing to read 'Hillier' with a stylized flourish at the end.

Andrew E. Hillier, Esq.

Notice provided to Employer via Certified Mail- 9407111899562003724341 (Lay) and 9407111899562003759176 (Garcia)

Gene Lay
BIOLEGEND CNS, INC. WHICH WILL DO BUSINESS IN CALIFORNIA AS
BIOLEGEND, INC.
8999 BioLegend Way
San Diego, CA, 92121

Amanda Garcia
CT CORPORATION SYSTEM
330 N Brand Blvd
Glendale, CA, 91203