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13 (Additional counsel listed on following page)

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SACRAMENTO**

17 ANTON LOUIS THOMPSON, individually, and
18 on behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21
22 CAREER SYSTEMS DEVELOPMENT
23 CORPORATION, a California corporation; and
24 DOES 1 through 10, inclusive,

25 Defendants

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
09/24/2025

By: R. Lopez Deputy

Case No.: 24CV009265

**THIRD AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.].

Action Filed: May 10, 2024

DEMAND FOR JURY TRIAL

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6 *Attorneys for Plaintiff Tiare LaBistre*
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1 Plaintiffs Anton Louis Thompson and Tiare LaBistre (“Plaintiffs”), based upon facts that
2 either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendants Career Systems Development
6 Corporation, and Does 1 through 10 (collectively referred to as “Defendants”) for civil
7 penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et*
8 *seq.* (“PAGA”) stemming from Defendants’ failure to pay minimum wages, failure to pay
9 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
11 wages to terminated employees, failure to indemnify necessary business expenses, and failure
12 to furnish accurate wage statements.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and
16 his or her family, it is essential to the public welfare that employers obey the wage-and-hour
17 laws so that employees are promptly paid the minimum/overtime wages that the Legislature
18 has required for employees. So fundamental are California’s wage-and-hour laws that the
19 Legislature has criminalized certain types of violations. In extending extra protection to deter
20 violations of these underlying statutes—since Plaintiffs are not seeking general and/or special
21 damages, restitution or other damages other than civil penalties—California has enacted the
22 PAGA to permit an individual to bring an action on behalf of himself and on behalf of others
23 for PAGA penalties only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who performed
25 work for Defendants and have been harmed by Defendants’ illegal practices are referred to as
26 “Aggrieved Employees.”

27 4. Plaintiffs brings this action against Defendants seeking only to recover penalties for
28 themselves, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf

1 of the State of California. Plaintiffs do not seek to recover anything other than penalties as
2 permitted by California Labor Code Section 2699 at this time. To the extent that statutory
3 violations are mentioned for wage violations, Plaintiffs do not seek underlying general and/or
4 special damages for those violations, but simply penalties as permitted by California Labor
5 Code Section 2699, declaratory relief, and injunctive relief for himself and all Aggrieved
6 Employees as permitted by the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and
8 establishment within the State of California, including Sacramento County. As such, and
9 based upon all the facts and circumstances incident to Defendants' business in California,
10 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
11 Welfare Commission ("IWC"), and the California Business & Professions Code.

12 6. Despite these requirements, throughout the statutory period Defendants maintained
13 a systematic, company-wide policy and practice of:

- 14 (a) Failing to pay employees for all hours worked, including all minimum
15 wages, straight time wages, and overtime wages in compliance with the
16 California Labor Code and IWC Wage Orders;
- 17 (b) Failing to provide employees with timely and duty-free meal periods in
18 compliance with the California Labor Code and IWC Wage Orders, failing
19 to maintain accurate records of all meal periods taken or missed, and
20 failing to pay an additional hour's pay for each workday a meal period
21 violation occurred;
- 22 (c) Failing to authorize and permit employees to take timely and duty-free rest
23 periods in compliance with the California Labor Code and IWC Wage
24 Orders, and failing to pay an additional hour's pay for each workday a rest
25 period violation occurred;
- 26 (d) Failing to reimburse for necessary business expenses;
- 27 (e) Failing to maintain accurate records of the hours employees worked;
- 28

- 1 (f) Willfully failing to pay employees all meal period, rest period, minimum
2 wages, straight time wages, and overtime wages due within the time period
3 specified by California law when employment terminates; and
4 (g) Failing to provide employees with accurate, itemized wage statements
5 containing all the information required by the California Labor Code and
6 IWC Wage Orders.

7 7. On information and belief, Defendants, and each of them were on actual and
8 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
9 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
10 were willful and deliberate.

11 8. At all relevant times, Defendants were and are legally responsible for all of the
12 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
13 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,
14 Defendants are responsible for each of the unlawful acts or omissions complained of herein
15 under the doctrine of "respondeat superior".

16 **THE PARTIES**

17 **A. Plaintiffs**

18 9. Plaintiff Thompson is a California resident that worked for Defendants in the
19 County of Sacramento, State of California, as a residential advisor until January 2024.

20 10. Plaintiff LaBistre is a California resident that worked for Defendants in the
21 County of San Diego, State of California, as a career readiness specialist until January 31, 2024.

22 11. Plaintiffs reserve the right to seek leave to amend this complaint to add new
23 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
24 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

25 **B. Defendants**

26 12. Plaintiffs are informed and believe, and based upon that information and belief
27 allege, that Defendant Career Systems Development is:

- 28 (a) A Delaware corporation with its principal place of business in Sacramento,

California.

- (b) A business entity conducting business in numerous counties throughout the State of California, including in Sacramento County and San Diego County;
- (c) The former employer of Plaintiffs, and the current and/or former employer of the Aggrieved Employees. Defendants suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiffs and the Aggrieved Employees.

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

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

15. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or

1 all of the other Defendants so as to be liable for their conduct with respect to the matters
2 alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant
3 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
4 knew or should have known about, and authorized, ratified, adopted, approved, controlled,
5 aided and abetted the conduct of all other Defendants.

6 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7 16. Plaintiffs are California residents who worked for Defendants in the County of
8 Sacramento and County of San Diego, State of California during the statutory period.
9 Plaintiffs were typically scheduled to work at least 5 days in a workweek, and typically in
10 excess of 8 hours in a single workday.

11 17. Throughout the statutory period, Defendants failed to pay Plaintiffs and Aggrieved
12 Employees for all hours worked (including minimum wages and overtime wages), failed to
13 provide Plaintiffs with uninterrupted meal periods, failed to authorize and permit Plaintiffs to
14 take uninterrupted rest periods, failed to indemnify Plaintiffs for necessary business expenses,
15 failed to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs'
16 employment, and failed to furnish accurate wage statements to Plaintiffs. As discussed below,
17 Plaintiffs' experience working for Defendants was typical and illustrative.

18 18. Throughout the statutory period, Defendants maintained a policy and practice of
19 not paying Plaintiffs and Aggrieved Employees for all hours worked, including all overtime
20 wages. Plaintiffs and Aggrieved Employees were required to work "off the clock" and
21 uncompensated. For example, Plaintiffs and Aggrieved Employees were sometimes required
22 to wait in order to clock into work. Further, the company computer often malfunctioned,
23 requiring Plaintiffs and Aggrieved Employees to clock in through their personal cellular
24 telephones, all off the clock and uncompensated. Also, Plaintiffs and Aggrieved Employees
25 were required to pass through security checkpoints, including metal detectors, including
26 waiting in line, before clocking into work, off the clock and uncompensated. Also, Plaintiffs
27 and Aggrieved Employees received telephone calls off the clock, and uncompensated. Also,
28 Plaintiffs and Aggrieved Employees were required to perform duties outside of work

1 schedules such as to resolve issues between students, file paperwork, and clean, all off the
2 clock and uncompensated. Also, Plaintiffs and Aggrieved Employees received other
3 remuneration. However, Defendants failed to incorporate all remuneration when calculating
4 the correct overtime rate of pay, meal break premium rate of pay, and sick day rate of pay,
5 leading to underpayment.

6 19. Throughout the statutory period, Defendants have wrongfully failed to provide
7 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
8 sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in excess
9 of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
10 duty-free meal period for every five hours of work, or without compensating Plaintiffs and the
11 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
12 work or tenth hour of work. Defendants also did not adequately inform Plaintiffs and the
13 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work,
14 or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly,
15 Defendants' policy and practice was to not provide meal periods to Plaintiffs and the
16 Aggrieved Employees in compliance with California law.

17 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
18 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
19 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to
20 work in excess of four consecutive hours a day without Defendants authorizing and permitting
21 them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of
22 work (or major fraction of four hours), or without compensating Plaintiffs and the Aggrieved
23 Employees for rest periods that were not authorized or permitted. Defendants also did not
24 adequately inform Plaintiffs and the Aggrieved Employees of their right to take a rest period.
25 Moreover, Defendants did not have adequate policies or practices permitting or authorizing
26 rest periods for Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate
27 policies or practices regarding the timing of rest periods. Defendants also did not have
28 adequate policies or practices to verify whether Plaintiffs and the Aggrieved Employees were

1 taking their required rest periods. Further, Defendants did not maintain accurate records of
2 employee work periods, and therefore Defendants cannot demonstrate that Plaintiffs and the
3 Aggrieved Employees took rest periods during the middle of each work period. Accordingly,
4 Defendants' policy and practice was to not authorize and permit Plaintiffs and the Aggrieved
5 Employees to take rest periods in compliance with California law.

6 21. Throughout the statutory period, Defendants wrongfully required Plaintiffs and the
7 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
8 Defendants without reimbursement. For example, Plaintiffs and the Aggrieved Employees
9 were required to use personal cellular telephones for work purposes, to clock into work and to
10 communicate.

11 22. Throughout the statutory period, Defendants willfully failed and refused to timely
12 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages
13 for all minimum wages, overtime wages, meal period premium wages, and rest period
14 premium wages. Further, Defendants did not pay Plaintiffs and the Aggrieved Employees
15 their final paychecks immediately upon termination.

16 23. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
17 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
18 rates, and all gross and net wages earned (including correct hours worked, correct wages
19 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
20 were not provided in accordance with California law, correct wages for rest periods that were
21 not authorized and permitted to take in accordance with California law, and Defendant's
22 address). Further, the wage statements do not show Defendant's address as required by
23 California law. As a result of these violations of California Labor Code § 226(a), the
24 Plaintiffs and the Aggrieved Employees suffered injury because, among other things:

- 25 (a) the violations led them to believe that they were not entitled to be paid
26 minimum wages, overtime wages, meal period premium wages, and rest
27 period premium wages to which they were entitled, even though they were
28 entitled;

- 1 (b) the violations led them to believe that they had been paid the minimum,
2 overtime, meal period premium, and rest period premium wages, even
3 though they had not been;
- 4 (c) the violations led them to believe they were not entitled to be paid
5 minimum, overtime, meal period premium, and rest period premium wages
6 at the correct California rate even though they were;
- 7 (d) the violations led them to believe they had been paid minimum, overtime,
8 meal period premium, and rest period premium wages at the correct
9 California rate even though they had not been;
- 10 (e) the violations hindered them from determining the amounts of minimum,
11 overtime, meal period premium, and rest period premium owed to them;
- 12 (f) in connection with their employment before and during this action, and in
13 connection with prosecuting this action, the violations caused them to have
14 to perform mathematical computations to determine the amounts of wages
15 owed to them, computations they would not have to make if the wage
16 statements contained the required accurate information;
- 17 (g) by understating the wages truly due them, the violations caused them to
18 lose entitlement and/or accrual of the full amount of Social Security,
19 disability, unemployment, and other governmental benefits;
- 20 (h) the wage statements inaccurately understated the wages, hours, and wages
21 rates to which Plaintiffs and the Aggrieved Employees were entitled, and
22 Plaintiffs and the Aggrieved Employees were paid less than the wages and
23 wage rates to which they were entitled.

24 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in California
25 Labor Code § 226(e), including actual damages.

26 24. Throughout the statutory period, Defendant violated the California Worker
27 Adjustment and Retraining Notification Act (“WARN Act”), codified at Labor Code sections
28

1 1400 through 1408, by failing to provide the required 60 days' advance written notice of a mass
2 layoff to Plaintiffs and Aggrieved Employees.

3 **FIRST CAUSE OF ACTION**

4 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
5 **2004, Cal. Lab. Code § 2698 et seq.)**

6 25. Plaintiffs incorporate by reference and re-alleges all preceding paragraphs as
7 though fully set forth herein.

8 26. At all times herein mentioned, Defendants were subject to the Labor Code of the
9 State of California and the applicable Industrial Welfare Commission Orders.

10 27. California Labor Code § 2699(a) specifically provides for a private right of action
11 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
12 law, any provision of this code that provides for a civil penalty to be assessed and collected by
13 the Labor and Workforce Development Agency or any of its departments, divisions,
14 commissions, boards, agencies, or employees, for a violation of this code, may, as an
15 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
16 himself or herself and other current or former employees pursuant to the procedures specified
17 in Section 2699.3."

18 28. Plaintiffs have exhausted their administrative remedies pursuant to California
19 Labor Code § 2699.3. On May 5, 2024, Plaintiff Thompson gave written notice by online
20 filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to
21 Defendants of the specific provisions of the Labor Code that Defendants have violated against
22 Plaintiff and current and former aggrieved employees, including the facts and theories to
23 support the violations. Plaintiff Thompson also paid the filing fee. Plaintiff Thompson's
24 PAGA case number is LWDA-CM-1026368-24. On or about April 25, 2024, Plaintiff
25 LaBistre provided written notice by online electronic filing with the LWDA and by certified
26 mail to Defendant of Defendant's alleged Labor Code violations, including the facts and
27 theories to support the alleged violations. Plaintiff LaBistre's PAGA case number is LWDA-
28 CM-1024411-24.

1 29. The statute of limitations is tolled while Plaintiffs exhaust their administrative
2 remedies with the LWDA prior to suit, which is required by the statute. (*See* Cal. Lab. Code §
3 2699.3(d).)

4 30. More than 65 days has elapsed since Plaintiffs provided notice, but the LWDA has
5 not indicated that it intends to investigate Defendants' Labor Code violations discussed in the
6 notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor
7 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this
8 Complaint. These penalties include, but are not limited to, penalties under California Labor
9 Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

10 31. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor
11 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any
12 entity, employing labor who willfully fails to maintain accurate and complete records required
13 by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the
14 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
15 employee begins and ends each work period. Meal periods, and total hours worked daily shall
16 also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
17 employer shall keep total hours worked in the payroll period and applicable rates of pay.

18 32. During the time period of employment for Plaintiffs and the Aggrieved Employees,
19 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing
20 to maintain accurate records showing meal periods, and accurate records showing when
21 employees begin and end each work period. Defendants' failure to provide and maintain
22 records required by the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved
23 Employees the ability to know, understand and question the accuracy and frequency of meal
24 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore,
25 Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay
26 wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct
27 result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer,
28 substantial losses related to the use and enjoyment of such wages, lost interest on such wages

1 and expenses and attorney's fees in seeking to compel Defendants to fully perform its
2 obligation under state law, all to their respective damage in amounts according to proof at
3 trial. Because of Defendants' knowing failure to comply with the Labor Code and applicable
4 IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in
5 that they were prevented from knowing, understanding, and disputing the wage payments paid
6 to them.

7 33. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
8 award of civil penalties on behalf of themselves, the State of California, and similarly
9 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is
10 in an amount to be shown according to proof at trial. These penalties are in addition to all
11 other remedies permitted by law.

12 34. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
13 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
14 shall be entitled to an award of reasonable attorney's fees and costs."

15 **PRAYER FOR RELIEF**

16 Plaintiffs, on behalf of all similarly aggrieved employees, prays for relief and judgment
17 against Defendants, jointly and severally, as follows:

18 1. That the Court declare, adjudge and decree that Defendants violated the California
19 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
20 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
21 failing to furnish accurate wage statements, and failing to maintain accurate records of all hours
22 worked and meal periods;

23 2. An award of civil penalties on behalf of themselves and all similarly aggrieved
24 employees pursuant to PAGA;

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

26 4. Attorneys' fees and costs reasonably incurred;

27 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

28 6. Such other and further relief that the Court deems proper.

1
2 Dated: September 25, 2025

Respectfully submitted,

3 MOON LAW GROUP, PC

4
5 By: 

Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian

8 FERRARO VEGA EMPLOYMENT
LAWYERS, INC.

9
10 By: 

Nicholas J. Ferraro
Lauren N. Vega

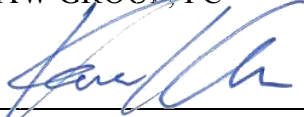
12 Attorneys for Plaintiffs

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14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

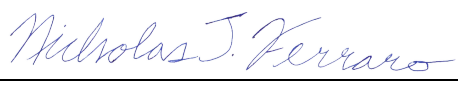
16
17 Dated: September 25, 2025

MOON LAW GROUP, PC

18
19 By: 

Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian

22 FERRARO VEGA EMPLOYMENT
LAWYERS, INC.

23
24 By: 

Nicholas J. Ferraro
Lauren N. Vega

26 Attorneys for Plaintiffs

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 725 S Figueroa St., 31st Floor, Los Angeles, California 90017. On **September 24, 2025**, I served the foregoing document described as:

 by placing the original a true copy thereof enclosed in sealed envelope(s) addressed as follows:

[✓] BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action..

Executed on **September 24, 2025**, at Los Angeles, California.

/s/ Steven Delgado
Signature