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Attorneys for PLAINTIFFS
Abraham Cruz and Romel Flores

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
04/15/2025
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

Abraham Cruz and Romel Flores,

Plaintiffs,

vs.

G2 Secure Staff, LLC and DOES 1 through 50,

Defendants.

Case Number: CGC-24-618514

AMENDED COMPLAINT

- (1) FAILURE TO PAY ALL HOURS WORKED**
- (2) FAILURE TO PERMIT AND PROVIDE MEAL PERIODS**
- (3) FAILURE TO PERMIT AND PROVIDE REST BREAKS**
- (4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
- (5) FAILURE TO REIMBURSE BUSINESS EXPENSE**
- (6) CIVIL PENALTIES – PRIVATE ATTORNEYS GENERAL ACT (PAGA)**
- (7) UNFAIR COMPETITION IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200 ET. SEQ**

JURY TRIAL REQUESTED

1. Plaintiffs Abraham Cruz and Romel Flores (hereinafter “PLAINTIFFS”), hereby allege as follow:

I. JURISDICTION & VENUE

2. PLAINTIFFS bring this action against G2 Secure Staff, LLC, and DOES 1 through 50, inclusive (collectively “DEFENDANTS”) for compensatory and statutory damages, waiting time penalties, prejudgment interest, attorneys’ fees and costs, and other appropriate and just relief.

3. Jurisdiction is proper in this Court because the alleged damages exceed thirty-five thousand dollars (\$35,000.00).

4. Venue is proper in this court because, at all relevant times, DEFENDANTS' principal business address is in the county of San Francisco.

II. PARTIES

5. PLAINTIFF Abraham Cruz is an individual and an employee of DEFENDANTS.

6. PLAINTIFF Romel Flores is an individual and an employee of DEFENDANTS.

7. Defendant G2 Secure Staff, LLC is a California Corporation which maintains offices and transacts business in the state of California and the county of San Francisco.

8. Reference herein to “DEFENDANTS” shall include all specifically and fictitiously named defendants, including any officers, directors, and/or managing agents of Defendant G2 Secure Staff, LLC. Whenever and wherever reference is made in this complaint to DEFENDANTS, such reference shall include each and every specifically and fictitiously named defendant individually, jointly, and severally.

9. PLAINTIFFS assert that the fictitiously named defendants referenced herein may, in some manner, be liable for the claims they plead in this complaint. PLAINTIFFS do not know the true names or capacities, whether individual, partner or corporate, of the DEFENDANTS sued herein as DOES 1 through 50, inclusive, and for that reason, said DEFENDANTS are sued under fictitious names. PLAINTIFF will amend this complaint to allege their true names and capacities if/when ascertained.

10. DEFENDANTS were at all relevant times PLAINTIFFS' employer covered by California's Labor Code and the Industrial Welfare Commission Wage Order No. 17-2001 (hereinafter

1 “IWC Wage Order No. 17). DEFENDANTS exercised direct control over the wages, hours, and
2 working conditions of PLAINTIFFS.

3 11. PLAINTIFFS are informed and believe and thereon allege that at all times herein
4 mentioned, the owners, officers, directors, managers, supervisors, and/or employees of
5 DEFENDANTS were acting within the course and scope of their agency and/or employment with
6 DEFENDANTS. As such, the actions or inactions committed against PLAINTIFFS by
7 DEFENDANTS’ owners, officers, directors, managers, supervisors, and other employees were ratified
8 by Defendant G2 Secure Staff, LLC.

9 **III. STATEMENT OF FACTS**

10 12. DEFENDANTS employed PLAINTIFFS to work as wheelchair assistants at San
11 Francisco International Airport. DEFENDANTS hired Plaintiff Abraham Cruz on or about October 14,
12 2021, and Plaintiff Romel Flores on or about August 26, 2021.

13 13. The last four years preceding the filing of this complaint shall be PLAINTIFFS’ claim
14 period for their individual claims. The last year plus sixty-five days preceding the filing of this
15 complaint shall be the claim period for PLAINTIFFS’ PAGA claim (California Labor Code §§ 2699,
16 et seq.)

17 14. DEFENDANTS fail to compensate PLAINTIFFS and similarly aggrieved employees
18 for all of their hours worked; this includes, but is not limited to, off-the-clock hours worked, overtime
19 hours worked, and time spent working during unpaid meal periods.

20 15. PLAINTIFFS and similarly aggrieved employees were regularly scheduled to work
21 eight (8) hour shifts. However, before the start and at the end of their shift, PLAINTIFFS and similarly
22 aggrieved employees were required to don on/off their uniforms and going through security screening.

23 16. Oftentimes, PLAINTIFFS and similarly aggrieved employees received instructions and
24 were required to call back with the use of their personal phones. In addition, they also sometimes used
25 their personal vehicles for work purposes. However, they were not paid for all the necessary expenses
26 they incurred.

27 17. DEFENDANTS do not provide all legally required meal periods to PLAINTIFFS and
28 similarly aggrieved employees.

1 18. DEFENDANTS do not provide all legally required rest periods to PLAINTIFFS and
2 similarly aggrieved employees.

3 19. Due to the foregoing violations, PLAINTIFFS and similarly aggrieved employees are
4 provided inaccurate wage statements by DEFENDANTS.

5 20. Due to the foregoing violation, DEFENDANTS have failed to pay all final wages to
6 separated similarly aggrieved employees.

7 **FIRST CAUSE OF ACTION**

8 *(Failure to Pay All Hours Worked)*

9 21. PLAINTIFFS reallege and incorporate by reference the allegations of the above
10 paragraphs.

11 22. Pursuant to the IWC Wage Order No. 17 and Labor Code §§ 201 to 204 and 210,
12 DEFENDANTS are required to compensate PLAINTIFFS for all hours worked. During PLAINTIFFS'
13 employment, DEFENDANTS failed to compensate PLAINTIFFS for all hours worked.

14 23. As a result of DEFENDANTS' unlawful acts, PLAINTIFFS have been deprived of
15 compensation for all hours worked in an amount to be determined at trial and are entitled to recovery
16 of such amounts plus interest thereon.

17 24. PLAINTIFFS, who have retained the services of legal counsel in order to enforce their
18 rights in this regard, request an award of attorney's fees and costs plus interest pursuant to Labor Code
19 §§ 1194(a) and 218.5.

20 25. PLAINTIFFS request further relief as described below.

21 **SECOND CAUSE OF ACTION**

22 *(Failure to Authorize and Permit Meal Periods)*

23 26. PLAINTIFFS reallege and incorporate by reference the allegations of the above
24 paragraphs.

25 27. Pursuant to Labor Code §§ 226.7 and 512 and IWC Wage Order No. 17 §10,
26 DEFENDANTS are required to authorize and permit PLAINTIFFS the opportunity to take meal
27 periods based upon total hours worked at a rate of thirty (30) minutes net rest time per five (5) hours
28 worked or major fraction thereof, lasting at least thirty (30) minutes.

1 28. DEFENDANTS failed and refused to authorize and permit PLAINTIFFS to take thirty
2 (30) minute meal periods for every five (5) hours worked, or major fraction thereof, in violation of
3 Labor Code §§ 226.7(a), 512, and IWC Wage Order No. 17 §10.

4 29. DEFENDANTS have violated Labor Code §§ 226.7, 512, and IWC Wage Order No. 17
5 §10, and/or by failing to pay PLAINTIFFS one (1) hour of pay at PLAINTIFFS's regular rate of pay
6 for each workday meal periods were required but not provided.

7 **THIRD CAUSE OF ACTION**

8 *(Failure to Authorize and Permit Rest Breaks)*

9 30. PLAINTIFFS reallege and incorporate by reference the allegations of the above
10 paragraphs.

11 31. Pursuant to Labor Code § 226.7(a) and IWC Wage Order No. 17 §11, DEFENDANTS
12 are required to authorize and permit PLAINTIFFS the opportunity to take rest period based upon the
13 total hours worked at a rate of ten (10) minutes net per four (4) hours or major fraction thereof, lasting
14 at least ten (10) minutes.

15 32. DEFENDANTS failed and refused to authorize and permit PLAINTIFFS ten (10)
16 minute rest periods for every four (4) hours worked, or major fraction thereof, in violation of Labor
17 Code §226.7(a) and IWC Wage Order No. 17 §11.

18 33. DEFENDANTS have violated Labor Code § 226.7 and IWC Wage Order No. 17 §11
19 by failing to pay PLAINTIFFS, one (1) hour of pay at PLAINTIFFS's regular rate of pay for each
20 workday rest breaks were required but neither authorized nor provided.

21 34. PLAINTIFFS requests relief as described below.

22 **FOURTH CAUSE OF ACTION**

23 *(Failure to Provide Accurate/Itemized Wage Statements)*

24 35. PLAINTIFFS reallege and incorporate by reference the allegations of the above
25 paragraphs.

26 36. DEFENDANTS failed to provide PLAINTIFFS accurate, itemized statements in
27 writing showing all required information like all hours worked and gross wages earned, premium pay
28

1 for each unauthorized and missed and/or improperly provided meal period and rest period, for every
2 required pay period.

3 37. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
4 §§226(a), 226.2 and IWC Wage Order No. 17 §6, causing damages to PLAINTIFFS. These damages,
5 including but not limited to costs expended calculating their true hours worked and the amount of
6 employment taxes which were not properly paid to state and federal tax authorities, are difficult to
7 estimate. Therefore, PLAINTIFFS elects to recover liquidated damages of fifty dollars (\$50.00) for the
8 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation
9 in subsequent pay periods pursuant to Labor Code §226(e), up to the statutory maximum amount of
10 four thousand dollars (\$4,000.00), plus reasonable attorneys' fees and costs.

11 **FIFTH CAUSE OF ACTION**

12 *(Failure to Reimburse for Incurred Business Expenditures Act)*

13 38. PLAINTIFFS reallege and incorporate by reference the allegations of the above
14 paragraphs.

15 39. Pursuant to Labor Code § 2802(a) an employer shall indemnify his or her employee for
16 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
17 her duties.

18 40. DEFENDANTS failed to reimburse all necessary expenditures that PLAINTIFFS
19 incurred while working for DEFENDANTS.

20 41. DEFENDANTS have violated Labor Code § 2802 (a), by failing to pay PLAINTIFFS
21 the expenses incurred.

22 42. PLAINTIFFS, on behalf of themselves and similarly situated current and former
23 employees of DEFENDANTS, requests relief as described below.

24 **SIXTH CAUSE OF ACTION**

25 *(Civil Penalties Pursuant to the Private Attorneys General Act)*

26 43. PLAINTIFFS reallege and incorporate by reference the allegations of the above
27 paragraphs.
28

44. PLAINTIFFS observed DEFENDANTS commit the wage and hour violations identified herein not only against them but against similarly situated employees. On information and belief, they allege that DEFENDANTS unlawful wage and hour policies and practices affected their entire non-exempt workforce.

45. DEFENDANTS' wage and hour violations identified herein enable PLAINTIFFS to recover civil penalties on behalf of the LWDA and similarly aggrieved employees pursuant to the PAGA, California Labor Code §§ 2699, et seq.

46. On April 14, 2025, PLAINTIFFS submitted a supplemental letter-notice of violations to the LWDA and DEFENDANTS, as required by Labor Code § 2699.3. A copy of this supplemental letter-notice is attached to this Complaint as Exhibit “A.”

47. More than sixty-five (65) calendar days have passed since PLAINTIFFS submitted their initial notice of violations letter to the LWDA. The LWDA has not expressed any intent to investigate the violations raised by PLAINTIFFS. Therefore, pursuant to Labor Code §2699.3 (a)(2)(A), PLAINTIFFS may commence a civil action pursuant to Labor Code §2699.

48. As a result of DEFENDANTS' violation of numerous Labor Code provisions, PLAINTIFFS seeks all civil penalties and reasonable attorney's fees and costs available pursuant to PAGA.

SEVENTH CAUSE OF ACTION

(Unfair Competition in Violation of California Business and Professions Code §§ 17200 et. seq.)

49. PLAINTIFFS reallege and incorporate by reference the allegations of the above paragraphs.

50. California Business and Professions Code (“Cal Bus & Prof Code”) §§ 17200 et. seq. prohibits acts of unfair competition, which shall mean and include any “unlawful and unfair business practices.”

51. The conduct of DEFENDANTS has been and continues to be unfair, unlawful, and deleterious to PLAINTIFFS and to the public. PLAINTIFFS hereby seek to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5.

1 PLAINTIFFS are “individuals” within the meaning of Cal Bus & Prof Code §17204, and therefore
2 have standing to bring this suit for restitution.

3 52. The prompt and proper payment of wages is a fundamental public policy of the state of
4 California. It is also the public policy of the State to enforce minimum labor standards, to ensure that
5 employees are not required or permitted to work under substandard and unlawful conditions, and to
6 protect those employers who comply with the law from losing competitive advantage to other
7 employers who fail to comply with labor standards and requirements.

8 53. Through the conduct alleged herein, DEFENDANTS acted contrary to these public
9 policies and have thus engaged in unlawful and/or unfair business practices in violation of Cal Bus &
10 Prof Code §§17200 et. seq., depriving PLAINTIFFS and other employees working for
11 DEFENDANTS the rights, benefits, and privileges guaranteed to employees under California law.

12 54. DEFENDANTS regularly and routinely violated the statutes and regulations referenced
13 above with respect to PLAINTIFFS. By engaging in unfair and unlawful business practices,
14 DEFENDANTS have harmed PLAINTIFF and the general public, the latter because the violations
15 referenced herein have allowed DEFENDANTS to gain an unfair advantage of other businesses.

16 55. Under Cal Bus & Prof Code § 17203, PLAINTIFFS are entitled to obtain restitution on
17 behalf of other employees working for DEFENDANTS who are similarly affected by DEFENDANTS’
18 unfair and/or unlawful business practices as set forth herein.

19 56. Pursuant to Cal Bus & Prof Code § 17202, PLAINTIFFS are entitled to specific relief
20 enforcing the penalty provisions of various Cal Lab Code sections in amounts to be proven at trial.
21 Failure to enforce the penalties due would result in the unlawful enrichment of DEFENDANTS and
22 would promote unfair competition.

23 57. PLAINTIFFS’ success in this action will result in the enforcement of important rights
24 affecting the public and will confer a significant benefit upon the public. Private enforcement of the
25 rights enumerated in this Complaint is necessary, as public agencies have only sought limited
26 enforcement of those rights, if any. PLAINTIFFS are incurring a financial burden in pursuing this
27 action on behalf of the public. PLAINTIFFS further seek to enjoin the above-referenced unlawful
28 actions under the Labor Code and Wage Order.

1 **V. PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFFS respectfully request that this Court enter judgment in their favor
3 and against DEFENDANTS as follows:

- 4 1. Compensatory, consequential, and statutory damages according to proof;
5 2. Prejudgment interest pursuant to Labor Code §218.6 and the other authorities cited
6 herein accrued on all due and unpaid wages from the date that wages were due and
7 payable, according to proof;
8 3. Meal period compensation for every meal period violation, according to proof;
9 4. Rest period compensation for every rest period violation, according to proof;
10 5. Attorneys' fees and costs made payable to Liberation Law Group, P.C., pursuant to
11 Labor Code §§ 218.5, 1194(a) and other applicable laws cited herein;
12 6. Pursuant to Labor Code § 1194.2(a), liquidated damages in an amount equal to the
13 wages unlawfully unpaid;
14 7. Pursuant to Business & Professions Code §17203, an award of restitution for the
15 unjustly amounts earned or retained by DEFENDANTS by virtue of their engaging in
16 unlawful conduct, according to proof; and
17 8. Such other and further relief as the Court deems just and proper.

18
19 Dated: April 15, 2025

LIBERATION LAW GROUP, P.C.

20
21 
22 By: _____
23 Arlo Garcia Uriarte
24 Attorneys for PLAINTIFFS
25
26
27
28

VI. JURY REQUEST

PLAINTIFFS request a trial by jury.

Dated: April 15, 2025

LIBERATION LAW GROUP, P.C.



By: _____
Arlo Garcia Uriarte
Attorneys for PLAINTIFFS

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Natalia Reyes

2760 Mission Street · San Francisco, CA 94110 · 415 695-1000

April 14, 2025

Notice Via Online Submission

California Labor and Workforce Development Agency

Via Certified U.S. Mail:

Kathy Gao
kathygao@gbgllp.com
Attorney for G2 Secure Staff, LLC
633 West 5th Street, Suite 1500
Los Angeles, California 90071

Re: Abraham Cruz and Romel Flores, on behalf of themselves and all similarly aggrieved employees vs. G2 Secure Staff, LLC

Dear PAGA Administrator:

Abraham Cruz and Romel Flores (“Plaintiffs”) submit this supplemental notice of Labor Code and Industrial Welfare Commission Wage Order violations committed by G2 Secure Staff, LLC (“Defendant”). Plaintiffs seek to represent themselves and other similarly aggrieved employees of Defendant in a Private Attorneys General Act (“PAGA”) action against Defendant [Labor Code §§ 2698, *et seq.*]. For purposes of this notice, “similarly aggrieved employees” includes all of Defendant’s current and former non-exempt employees in California.

I. Factual Statement

Defendant provides aviation services in California like cabin service, cargo handling, passenger assistance, and other terminal services. Plaintiffs are currently employed by Defendant. As further detailed below, Defendant has failed to compensate Plaintiffs and similarly aggrieved employees, minimum wage, regular wage and overtime wage for all work performed and has failed to provide them adequate meal periods and rest periods. Plaintiffs and similarly aggrieved employees have also not been compensated for work related expenses including for the use of their cell phones. These principal violations have also led Defendant to: (1) provide inaccurate wage statements, (2) keep inaccurate records, and (3) unlawfully withhold wages.

Labor Code §§ 510, 1194 and Wage Order 16 (Unpaid Wages, Overtime, Off-the-Clock, and Minimum Wage Violations)

Labor Code sections 510 and 1194, and Industrial Welfare Commission Wage Order (“Wage Order”) 16 require employers to pay at least minimum wages for all hours worked and overtime wages for hours worked over eight hours per day or forty hours per week. Defendant

failed to properly compensate Plaintiff and similarly aggrieved employees for off-the-clock hours worked, including overtime hours worked. Here, Defendant failed to properly compensate Plaintiff and similarly aggrieved employees for all time worked and at their proper rates of pay.

Plaintiff and similarly aggrieved employees were regularly scheduled to work eight (8) hour shifts. However, Plaintiff and similarly aggrieved employees regularly worked over eight hours per day and were not compensated for this time. Off-the-clock work performed included, but is not limited to, putting on/off their uniforms and going through security screening.

Defendant has violated the following civil penalty provisions: Labor Code Sections 558, 1197.1, 2699(f) and Wage Order 16, Section 18. Please note that other civil penalty provisions may additionally apply.

Labor Code § 2802 (Expenses Incurred that are Business Related)

An 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Plaintiffs incurred reasonable and necessary business expenses including, but not limited to, use of their personal cell phones and personal vehicles for work purposes.

Defendant violated Labor Code Section 2802 and penalties are recoverable under Labor Code Sections 1197.1.

Labor Code §§ 226.7, 512 and Wage Order 17 (Meal and Rest Periods Violations)

Defendant is required to provide employees a 30-minute, uninterrupted meal period “after no more than five hours of work,” and “a second meal period after no more than 10 hours work.” [*Id.* at 1049]. If rest or meal breaks are late, missed, or too short, the employer is liable for an hour of pay at the employee’s regular rate (“premium wages”). [Labor Code § 226.7; Wage Order 17]. Defendant must also authorize and permit employees “10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours.” [*Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004,1029 (2012)]. Here, Defendant failed to provide, authorize, and permit Plaintiffs and similarly aggrieved employees with proper meal and rest periods.

Defendant did not provide Plaintiffs and similarly aggrieved employees proper meal periods because they were often required to shorten their meal breaks, take late meal breaks, or forego their meal breaks altogether. Additionally, Defendant failed to provide lawful rest breaks to Plaintiffs and similarly aggrieved employees because Defendant did not have a consistent practice of providing proper rest periods for its employees. For example, oftentimes, first rest breaks are combined with meal periods or were not provided due to staffing and/or flight schedules. Regarding second rest breaks, they were not regularly provided due to heavy workload. Additionally, Plaintiffs contend that Defendant did not pay meal and/or rest period premiums at the correct regular rate of pay.

Defendant has violated the following civil penalty provisions: Labor Code Sections 558, 2699(f) and Wage Order 17, Section 20. Please note that other civil penalty provisions may additionally apply.

Labor Code § 226 (Wage Statements)

California employers are required to provide itemized wage statements showing, among other things, “total hours worked by the employee” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” [Cal. Labor Code § 226(a)(2)(9)]. Here, Defendant failed to provide Plaintiffs and similarly aggrieved employees with accurate, itemized wage statements that noted their actual hours work and correct corresponding pay, including owed meal and rest period premiums. Defendant has violated the following civil penalty provisions: Labor Code Sections 226.3 and 2699(f). Please note that other civil penalty provisions may additionally apply.

Labor Code § 1174 and Wage Order 17 (Payroll Records)

Labor Code section 1174 requires employers to keep “payroll records showing the hours worked daily by and the wages paid to the employee.” An employer may be liable under Section 1174 if it fails to record when employees report to work, the start and end time of their shifts, and the total hours worked or meal periods. [See, *Carrillo v. Schneider Logistics, L.P.*, 823 F. Supp.2d 1040, 1044 (2011)]. Wage Order 17, Section 7, requires employers to keep accurate information regarding employee shift beginning and end times, meal periods, total daily hours worked, total hours worked during the pay period and applicable rates of pay, and total wages paid each pay period, among other items. Defendant failed to keep proper timekeeping records and failed to provide Plaintiffs and similarly aggrieved employees with accurate accounting of actual hours worked, with corresponding wage rates.

Defendant has violated the following civil penalty provisions: Labor Code Sections 1174.5, 2699(f) and Wage Order 17, Section 20. Please note that other civil penalty provisions may additionally apply.

LIBERATION LAW GROUP, P.C.



Arlo Garcia Uriarte

PROOF OF SERVICE

I, the undersigned, hereby declare:

I am employed in the City of San Francisco, State of California. I am over the age of 18 years and not a party to the within cause; my business address is 2760 Mission Street, San Francisco, California.

I served the document(s) listed below as follows:

Date Served: April 15, 2025

Documents Served:

AMENDED COMPLAINT

Parties Served:	
Kathy Gao kathygao@gbpll.com Tuyet Lu tuyetlu@gbpll.com 633 West 5th Street, Suite 1500, LA California 90071	

☒ BY ELECTRONIC MAIL: I caused true and correct copies of the above document(s) to be sent to the person(s) at the electronic service address(es) listed above. Such documents were transmitted via electronic mail from the electronic address: luiseth@liberationlawgroup.com in portable document format ("PDF") Adobe Acrobat.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on April 15, 2025 at San Francisco, California.



Luiseth Contreras

PROOF OF SERVICE