

KASEY DIBA, ESQ. (SBN 171081)

FINNEGAN & DIBA, A LAW CORPORATION

3660 Wilshire Boulevard, Suite 800

Los Angeles, California 90010

Telephone: (213) 480-0292

Facsimile: (213) 480-0805

Attorneys for Plaintiffs, STEVE ALPIZAR MEDINA, CRISTIAN SALGADO, and
LARRY BURNETTE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CENTRAL JUSTICE CENTER

STEVE ALPIZAR MEDINA, an individual;
CRISTIAN SALGADO, an individual; and
LARRY BURNETTE, an individual

Plaintiffs,

vs.

VETERAN UNITED SERVICE, INC., a
California corporation. dba VETERAN AIR;
and DOES 1 through 20, inclusive,

Defendant.

Case No.: 30-2024-01431557-CU-WT-CJC

**FIRST AMENDED REPRESENTATIVE
AND INDIVIDUAL COMPLAINT FOR
DAMAGES:**

- 1. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 2. FAILURE TO PAY ALL MINIMUM WAGES EARNED** (*Cal. Lab. Code §§ 510, 1194, 1194.2, & 1198*)
- 3. FAILURE TO PAY ALL OVERTIME WAGES EARNED** (*Cal. Lab. Code §§ 510, 1194, & 1198*)
- 4. FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS** (*Cal. Lab. Code §§ 226.7 & 512*)
- 5. FAILURE TO PAY WAGES FOR MISSED REST PERIODS** (*Cal. Lab. Code §§ 218.5, 226.7 & 512*)
- 6. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS** (*Cal. Lab. Code § 226*)
- 7. FAILURE TO PAY ALL WAGES UPON DISCHARGE, WAITING TIME PENALTIES** (*Cal. Lab. Code §§ 201, 202, & 203*)
- 8. FAILURE TO KEEP ACCURATE PAYROLL RECORDS** (*Lab. Code §§ 1174 & 1174.5*)
- 9. UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF BUS. & PROF. CODE § 17200 ET SEQ.**
- 10. CIVIL PENALTIES PURSUANT TO P.A.G.A** (*Cal. Lab. Code § 2699, et seq.*)

JURY TRIAL DEMANDED

COME NOW Plaintiffs, STEVEN ALPIZAR, an individual, CRISTIAN SALGADO, an individual, and LARRY BURNETTE, an individual, who bring this action against Defendant, VETERAN UNITED SERVICE, INC., a California corporation. dba VETERAN AIR, and DOES 1 through 20, inclusive, and allege, on information and belief (except as to those allegations related to Plaintiffs, which are asserted on personal knowledge), as follows:

STATEMENT OF PARTIES

1. Plaintiff, STEVEN ALPIZAR MEDINA (Hereinafter “ALPIZAR”) is an individual and at all time material herein was and is a resident of the County of Riverside, California, and was continuously employed by Defendant from approximately April 4, 2022, through March 5, 2024.

2. Plaintiff, CRISTIAN SALGADO (Hereinafter “SALGADO”) is an individual and at all time material herein was and is a resident of the County of Riverside, California, and was continuously employed by Defendant from approximately April 4, 2022, through March 5, 2024.

3. Plaintiff, LARRY BURNETTE (Hereinafter “BURNETTE”) is an individual and at all time material herein was and is a resident of the County of Orange, California, and was continuously employed by Defendant from approximately February 9, 2021, through January 2, 2024.

4. Defendant, VETERAN UNITED SERVICE, INC., a California corporation. dba VETERAN AIR, (Hereinafter “VETERAN AIR”), is a privately-owned HVAC installation company with a principal office located at 2952 E. Ricker Way, Anaheim, CA 92806 with California Secretary of State entity number 3999775. Veteran Air employed Plaintiffs but failed to comply with the California Labor Code and other employment laws.

5. Plaintiffs do not know the true names, identities and capacities of the defendants sued herein as DOES 1 through 20, inclusive, and each of them, and who therefore sues them by such fictitious names. When the true names, identities and capacities of such other defendants have been ascertained, permission of the court will be requested to amend this complaint to insert therein the true names, identities and capacities of said defendants.

6. All times mentioned, Defendant, and each of them, were the employees, agents, servants and representatives of each of the remaining defendants and, at all times herein mentioned, were acting within the course and scope of such employment, agency, service and representation and all things

1 alleged herein were done with the consent, permission, ratification and direction of each of the other
2 Defendants.

3 7. Plaintiffs are informed and believe, and based thereon allege, that each Defendant sued
4 in this action acts and acted, in all respects pertinent to this action, as the agent of the other Defendants,
5 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and that the acts of
6 each Defendant are legally attributable to the other Defendants.

7 8. Plaintiffs are informed and believe, and based thereon allege, that each Defendant sued
8 in this action, including each Defendant sued by the fictitious names DOES 1 through 20, inclusive, is
9 directly or indirectly responsible in some manner for the occurrences, controversies and damages alleged
10 herein, in various capacities, including but not limited to serving as joint employer, joint tortfeasor, single
11 enterprise, alter ego, or agents of the other Defendants. Each Defendant approved, participated in,
12 controlled, or ratified the acts of all other Defendants.

13 **JURISDICTION AND VENUE**

14 9. This Court has personal jurisdiction over each of the Defendants because they are
15 residents of and/or doing business in the County of Orange, State of California.

16 10. Under California Code of Civil Procedure Section 395(a), venue is proper in this county
17 because the Defendants reside and/or do business in California.

18 11. On or about August 22, 2024, Plaintiff sent a letter by Certified Mail to Defendants giving
19 notice of Defendants' Labor Code and Wage Order violations, as alleged herein, which was
20 acknowledged as received by the certified mailing on August 27, 2024. A copy of said letter was also
21 submitted to the California Labor and Workplace Development Agency ("LWDA"), via the online filing
22 system, together with the \$75.00 payment, on September 30, 2024, to exhaust the administrative
23 requirements for proceeding with civil penalties under the Private Attorney General Act ("PAGA"),
24 Labor Code Section 2698 et seq. A true and correct copy of the August 22, 2024, letter to the LWDA is
25 attached hereto as **Exhibit A** and fully incorporated herein by reference.

26 12. Plaintiff afforded LWDA the opportunity to consider and decline to prosecute Plaintiff's
27 notice of Defendants' Labor Code violations, after notice of Plaintiff's intent to prosecute a private
28 enforcement action for civil penalties under PAGA cause of action against Defendants, pursuant to

California Labor Code section 2699.3, subdivision (a)(2)(A).

13. The amount in controversy in this matter exceeds the sum of Thirty-Five Thousand Dollars (\$35,000.00), exclusive of interest, costs, and fees.

GENERAL ALLEGATIONS

Allegations Pertinent to Salgado and Alpizar's Claims:

14. Salgado and Alpizar were both hired on April 4, 2022, after they were interviewed on the same date by Jeff Hall and Tim Berry, and started working on or about April 13, 2022, as HVAC technicians/installers.

15. Salgado and Alpizar were hired with an Hourly Rate of \$20.00 an hour + Commission. The commission was earned on a per unit basis and for each unit earned the rate was \$30.00 per Commission Unit, which depended on how many AC residential units are installed. For example, one AC unit is 30 CUs.

16. From the date of hire to June 13, 2022, they were assigned an Enterprise rental van, after which time they were assigned to a Veteran Air truck. In August of 2022, Salgado and Alpizar were selected as employees of the month and later that month were selected to install mini splits for the Wall-Greens contract. The two continued to impress Veteran Air management and in September of 2022 were selected to install a mini-split in the principal's office at Demille elementary and completed the project without payment at the prevailing wage, unlike when they were selected to install 69 mini-splits at Westminster School District while being paid the prevailing wage.

17. In November and December of 2022, Salgado and Alpizar brought nationwide notoriety to Veteran Air when they entered the #myairexinstall competition on Instagram and won 1st place. They received a \$5,000 prize and a master airex installer certification. Needless to say, Alpizar and Salgado were stellar employees and representatives of Veteran Air.

18. In July of 2023, Alpizar almost fell through a skylight on a commercial building (Wrap Pros) due to the fact that Veteran Air did not provide safety gear or harnesses during this project.

19. On or about October 4, 2023, Veteran Air's beloved owner Mr. Mike Anderson suddenly and unexpectedly passed away. Two days later, Tim Berry unilaterally changed Salgado's and Alpizar's compensation structure. Under the structure they were hired under, Veteran Air guaranteed at least eight (8) hours of work per day and forty (40) hours per week. However, after Mr. Anderson's passing, the

1 new general manager revoked this policy and implemented a new policy to one where if an employee
2 came to work for less than four (4) hours, they would be guaranteed only four (4) paid hours. However,
3 this policy was not enforced and as a result, they were not properly paid for these hours.

4 20. Shortly after Mr. Anderson's passing, rumors began circulating regarding the security of
5 Veteran Air employees' jobs. On or about February 28, 2024, a meeting was held with the installation
6 manager and all the installers about the security of their positions of employment. The meeting was held
7 for the purpose of quelling the rumors that the employees were going to lose our jobs. Management
8 stated to the employees that they would not be losing their jobs and that their jobs are secure.

9 21. In addition, after Mr. Anderson's passing, Veteran Air forced Salgado and Alpizar to
10 commit OSHA violations such as working in attics contaminated with asbestos without proper personal
11 protective equipment ("PPE") such as masks/respirators or overall suits. Another example of Veteran
12 Air having Salgado and Alpizar work in hazardous conditions was on or about February 26, 2024, when
13 they were working at a house contaminated with rats and rat feces. The assigning of Salgado and Alpizar
14 to work under such safety hazards happened on more than 12 occasions.

15 22. Salgado and Alpizar requested PPE each time when working under these conditions,
16 however, managers would brush it off and tell them to be careful. The last time that Salgado and Alpizar
17 asked for PPE was at their last job of Thursday, February 29, 2024, to Monday, March 4, 2024.

18 23. Previously, Salgado and Alpizar were given PPE and additional monetary incentives in
19 the form of additional CUs, and protective equipment, when they were assigned to work at contaminated
20 project locations. Salgado and Alpizar complained to HR about the lack of incentive pay and lack of
21 PPE. HR stated that next time they would provide PPE, but then terminated their employment
22 approximately one (1) week later.

23 24. Despite the assurances given on February 28, on March 5, 2024, Veteran Air terminated
24 the employment of Salgado and Alpizar, as well as two other employees. Despite repeated requests for
25 a reason, Veteran Air HR refused to disclose why Salgado and Alpizar's employment was terminated.
26 HR later in the day informed Salgado that this group was the first wave of layoffs and she was sure there
27 were going to be more layoffs.

28 25. On March 6, 2024, Tim Berry held a Facetime meeting with the installation department

1 to let them know that this group of four laid off on March 5 were the only ones who were going to be laid
2 off. In reality, Salgado and Alpizar's employment was terminated because they were complaining about
3 failure to pay them their earned wages and having to work in contaminated environments without proper
4 personal protective equipment.

5 26. Furthermore, during their employment, Salgado and Alpizar were forced to clock out for
6 lunch but were not allowed to take a lunch break because they were told they had to finish the job.

7 27. Salgado and Alpizar also were not afforded rest breaks for the same reason, nor were they
8 paid all required missed break premiums.

9 28. In addition, there were adjustments made to commission earned without informing
10 Salgado or Alpizar when managers would remove Commission Units from their income.

11 29. Veteran Air also required Salgado and Alpizar to work without a crane using only rope
12 and ladders to pick up heavy equipment weighing over 300 pounds, because Veteran Air's priority was
13 its own bottom line and not the safety of its employees.

14 30. Lastly, Salgado and Alpizar were assigned a company vehicle and required to drive same
15 home after work and from home to work. However, they had significant restrictions that limited their
16 ability to do anything other than drive home or to work in the company vehicle, which meant that Veteran
17 Air retained control over them during these drives and thus was required to compensate them for the
18 same.

19 ***Allegations Pertinent to Burnette's Claims:***

20 31. Burnette began working for Veteran Air on or about February 9, 2021, at the hourly rate
21 of \$28.00 and worked through January 2, 2024, with a final rate of pay of \$34.00 per hour.

22 32. At all times material herein, Burnette worked as a Warehouse Manager for Veteran Air
23 until he resigned on January 2, 2024.

24 33. Burnette's employment with Veteran Air was rather unremarkable, but for the fact that
25 virtually every one of his meal breaks were late and/or interrupted. Veteran Air conveniently produced
26 time clock entries for Burnette that did not reflect start and end times for lunch although Burnette
27 confirmed he did in fact clock in and out for lunch every day.

28 34. Burnette is owed one hour of premium pay for each meal break that was late, interrupted,

1 or not provided since Veteran Air did not compensate Burnette for meal break violations during his
2 employment.

3 **FIRST CAUSE OF ACTION**

4 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

5 **[PLAINTIFFS SALGADO & ALPIZAR AGAINST ALL DEFENDANTS]**

6 35. Plaintiffs incorporates by reference and re-alleges paragraphs 1 through 34, inclusive, as
7 though set forth fully herein.

8 36. At all times material Plaintiffs were in an employment relationship with Defendants. On
9 or about March 5, 2024, Salgado & Alpizar's employment were terminated.

10 37. Defendants' termination of Plaintiffs' employment was done in retaliation for
11 complaining to Human Resources about harassment, safety issues, compensation issues, and other
12 conduct asserted above was done in violation of the public policies asserted therein gives rise to
13 Plaintiffs' claim for wrongful termination in violation of the public policies supporting proper payment
14 of wages and right to lodge complaints about safety and compensation issues without being subjected to
15 harassment and/or retaliation for same..

16 38. As a proximate result of Defendants' conduct as described herein, and in violation of
17 public policy as set forth herein, Defendants terminated Plaintiffs' employment, without pay.

18 39. As a proximate result of Defendants' conduct, Plaintiffs have sustained and continue to
19 sustain substantial losses in earnings and other employment benefits and continues to suffer humiliation,
20 emotional distress, and mental and physical pain and anguish, all to their damage in a sum according to
21 proof and to be established at trial.

22 40. Defendants' conduct as described above was willful, despicable, knowing, and
23 intentional; accordingly, Plaintiffs seek an award of punitive and exemplary damages in an amount
24 according to proof.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL MINIMUM WAGES EARNED**

3 **[PLAINTIFFS SALGADO & ALPIZAR AGAINST ALL DEFENDANTS]**

4 (Labor Code §§ 510, 1194, 1194.2, 1198, Wage Order 16-2001, §3(A))

5 41. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 40,
6 inclusive, as though fully set forth herein.

7 42. At all times relevant to this Complaint, the California Wage Orders and California Code
8 of Regulations were in effect and binding on Defendants. In addition, at all times material herein,
9 Plaintiffs were under the protection of California Wage Order and California Code of Regulations
10 requirements.

11 43. Plaintiffs were at all times material employed by Defendants. However, during this time
12 Defendants failed to pay Plaintiffs for all overtime hours worked in accordance with applicable Labor
13 Code and Wage Order provisions. Specifically, Plaintiffs worked certain overtime hours without any
14 payment at all, inclusive of minimum wage.

15 44. As a result, Defendants are liable to Plaintiffs for the liquidated damages plus interest
16 pursuant to Labor Code § 1194.2, in an amount according to proof at trial.

17 45. Defendants are also liable for attorney's fees, interest, and costs of suit, pursuant to Labor
18 Code § and 1194.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PAY ALL OVERTIME WAGES EARNED**

21 **[PLAINTIFFS SALGADO & ALPIZAR AGAINST ALL DEFENDANTS]**

22 (Labor Code §§ 510, 1194, 1198, Wage Order 16-2001, §3(A))

23 46. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 45,
24 inclusive, as though set forth fully herein.

25 47. Plaintiffs worked in California and/or under California law.

26 48. At all relevant times herein, California Labor Code § 510 and IWC Wage Order 16-2002
27 required employers, like Defendants, to pay non-exempt employees overtime premium(s) for hours
28 worked in excess of 8 (or in excess of 12) in a given workday, 40 in a given workweek, or on the seventh

1 day worked in a single workweek. Pursuant to California Labor Code § 1198, it is unlawful to employ
2 persons for hours longer than the hours set by the Industrial Welfare Commission ("IWC"), or under
3 conditions prohibited by the applicable wage orders of the IWC.

4 49. Plaintiffs were non-exempt employees entitled to be paid overtime compensation for all
5 overtime hours worked.

6 50. Plaintiffs worked in excess of eight hours per day and in excess of 40 hours per week,
7 and Defendants unlawfully failed to pay the proper overtime compensation required in violation of IWC
8 Wage Order No. 15, and the California Labor Code §§ 510 and 1198, throughout the Period and
9 continuing to the present. Pursuant to California Labor Code § 1194, the Plaintiffs were entitled to
10 recover the unpaid overtime compensation.

11 51. Plaintiffs also request liquidated damages for any hour of work for which no payment
12 was made by Defendants pursuant to Labor Code § 1194.2.

13 52. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
14 Plaintiffs sustained damages, including loss of earnings for hours of overtime worked on behalf of
15 Defendants in an amount to be established at trial, plus interest, attorneys' fees and costs pursuant to
16 Labor Code § 1194.

17 53. Defendants' failure to pay overtime was done willfully, in bad faith, in knowing violation
18 of the California Labor Code and IWC Wage Order 16-2001, and with malice.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS**

21 **[PLAINTIFFS AGAINST ALL DEFENDANTS]**

22 (California Labor Code §§ 226.7 & 512)

23 54. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 53, inclusive, as
24 though set forth fully herein.

25 55. As alleged herein, Defendants have maintained a policy and/or practice whereby Plaintiff,
26 were denied meal breaks required by California law. Specifically, Defendants have systematically failed
27 and/or refused to provide Plaintiffs, with an uninterrupted, off-duty meal break of at least 30 consecutive
28 minutes in duration for all shifts in excess of 5 hours, as guaranteed to them as employees under

1 California Labor Code sections 226.7 and 512, and IWC Wage Order 16-2001.

2 56. IWC Wage Order 16-2001, paragraph 11, requires an employer to pay an employee an
3 additional hour of compensation for every shift that a mandated meal period is not provided. California
4 Labor Code section 226.7, subdivision (b), likewise requires an employer to pay an employee an
5 additional hour of compensation for every shift that a meal period required by the California Wage
6 Orders is not provided.

7 57. At all relevant times herein, Defendants have failed and/or refused to provide Plaintiff
8 with the additional compensation for missed meal periods required by California Labor Code section
9 226.7 and IWC Wage Order 16-2001.

10 58. Based on Defendants' conduct, as alleged herein, Defendants are liable to Plaintiff for
11 unpaid premium wages for missed meal periods, pursuant to California Labor Code section 226.7 and
12 IWC Wage Order 16-2001.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE REST PERIODS**

15 **[PLAINTIFFS SALGADO & ALPIZAR AGAINST ALL DEFENDANTS]**

16 (Labor Code §§ 226.7 and 512, IWC Wage Order 16-2002 § 11)

17 59. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 58,
18 inclusive, as though set forth fully herein.

19 60. As alleged herein, Defendants have maintained a policy and/or practice whereby
20 Plaintiffs were denied rest breaks required by California law. Specifically, Defendants have
21 systematically failed and/or refused to provide Plaintiffs with all uninterrupted, off-duty reset break of
22 at least 10 consecutive minutes in duration, as guaranteed to them as employees under California Labor
23 Code sections 226.7 and 512, and Wage Order 16-2001.

24 61. Wage Order 16-2001, require an employer to pay an employee an additional hour of
25 compensation for every shift in which said employee was not authorized or permitted to take a mandated
26 rest period. California Labor Code section 226.7, subdivision (b), likewise requires an employer to pay
27 an employee an additional hour of compensation for every shift that a rest period mandated by the
28 California Wage Orders is not provided.

62. At all relevant times herein, Defendants have failed and/or refused to provide Plaintiffs with a premium hour of pay for each missed, late, or interrupted rest period as required by California Labor Code section 226.7, and Wage Order 16-2001.

63. Based on Defendants' conduct, as alleged herein, Defendants are liable to Plaintiffs for unpaid premium wages for each missed, late, or interrupted rest periods, pursuant to California Labor Code section 226.7 and Wage Order 16-2001.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE WAGE STATEMENTS

[PLAINTIFFS AGAINST ALL DEFENDANTS]

(California Labor Code §§ 226 & 226.3)

64. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 63, inclusive, as though set forth fully herein.

65. Labor Code § 226(a) requires employers, at the time of each payment of wages, to provide each employee with an accurate wage statement itemizing, among other things, the total hours worked by the employee, the applicable hourly rate, the gross and net wages earned by the employee in the pay period, and the name and address of the legal entity that is the employer.

66. Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of his or her actual damages or a penalty of \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in subsequent pay periods (up to a maximum of \$4,000), in addition to attorneys' fees and costs.

67. Plaintiffs are informed, believe and allege thereon, that throughout the duration of Plaintiffs' employment with Defendants, Defendants knowingly and intentionally failed to provide accurate itemized wage statements to her in accordance with Labor Code § 226(a) since Plaintiffs' wage statements failed to reflect the number of hours worked and correct amount earned.

68. On information and belief, all of Defendants' employees were and continue to be discouraged from accessing their wage statements and are being provided inaccurate wage statements.

69. As a result of Defendants' acts and omissions in violation of Labor Code § 226, Defendants are liable to Plaintiffs for \$50 for the initial pay period when a violation occurred and \$100 for each subsequent violation up to \$4,000, and reasonable attorneys' fees and costs of suit pursuant to Labor Code § 226(e). Defendants are also liable for penalties pursuant to Labor Code § 226.3.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON DISCHARGE, WAITING TIME PENALTIES

[PLAINTIFFS SALGADO & ALPIZAR AGAINST ALL DEFENDANTS]

(Labor Code § 203, IWC Wage Order 16-2002 §3(A))

70. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 69, inclusive, as though set forth fully herein.

71. Sections 201 and 202 of the California Labor Code require employers to promptly pay all wages owing to an employee at the conclusion of employment.

72. Plaintiffs are no longer working for Defendants. When Plaintiffs' employment was terminated by Defendants, Plaintiffs did not receive all compensation due and owing as required pursuant to Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid, for a period of up to thirty (30) days from the time they were due.

73. Specifically, Defendants did not pay Plaintiffs all minimum wages, regular wages, or overtime wages owed after discharge.

74. Plaintiffs have not been paid all wages earned for more than thirty (30) days. Defendants' failure to pay Plaintiffs all wages owed was willful.

75. Plaintiffs are therefore entitled to thirty (30) days of waiting time penalties against Defendants in an amount to be determined at trial. Plaintiffs also request recovery of reasonable attorney's fees pursuant to Labor Code § 218.5.

EIGHTH CAUSE OF ACTION

FAILURE TO KEEP ACCURATE PAYROLL RECORDS

[PLAINTIFFS AGAINST ALL DEFENDANTS]

(Labor Code §1174, 1174.5 and IWC Wage Order 16-2001, §7(A))

76. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 75,

1 inclusive, as though set forth fully herein.

2 77. In relevant part, Labor Code § 1174(d) requires employers to keep payroll records
3 showing the hours worked daily by and the wages paid to employees. Likewise, the relevant Wage
4 Orders require employers to keep accurate records for each employee in regard to total wages paid each
5 payroll period, total hours worked in the pay period and applicable rates of pay, as well as time records
6 showing when employees begin and end each work period, including meal periods, split shift intervals,
7 and total daily hours.

8 78. Defendants violated Labor Code § 1174 (d), Wage Order 16-2001, § 7(A), by knowingly,
9 intentionally, and willfully failing to keep accurately payroll records showing the actual hours worked
10 and income earned each day by Plaintiffs.

11 79. As a result of Defendants' failure to maintain accurate payroll records, Plaintiffs have
12 suffered actual economic harm as they have been precluded from accurately monitoring their number of
13 hours worked and thus hindered in seeking all wages owed, including wages for all hours worked.

14 80. As a result of Defendants' unlawful acts, Defendants are subject to penalties, attorneys'
15 fees and costs, pursuant to Labor Code § 1174.5, and IWC Wage Order 16-2002 §20(A).

16 **NINTH CAUSE OF ACTION**

17 **UNLAWFUL BUSINESS PRACTICES**

18 **[PLAINTIFFS AGAINST ALL DEFENDANTS]**

19 (Bus. & Prof. Code §§ 17200 et seq.)

20 81. Plaintiffs re-allege and incorporate herein by reference paragraphs 1 through 80,
21 inclusive, as though set forth fully herein.

22 82. California has an important public policy of protecting the welfare of employees, and thus
23 provides for necessary meal and rest periods and that statutorily-guaranteed wages be paid for all hours
24 worked and for missed meal and rest periods. California also prohibits deductions to wages unless
25 authorized by law. See Cal. Lab. Code §§ 221, 224, 226.7, 512 & 1197. Defendants' willful scheme,
26 through which Plaintiffs were denied all minimum wages and overtime wages earned, mandated meal
27 and rest periods, premium wages for missed meal and rest periods, and accurate wage statements, has
28 been, and continues to be, unfair, unlawful, and harmful to Plaintiffs, other employees, and the general

1 public. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of
2 Code of Civil Procedure section 1021.5.

3 83. A violation of California Business & Professions Code sections 17200 et seq. may be
4 predicated on the violation of any state or federal law. Defendants' activities, as alleged herein, are
5 violations of California law, and constitute unlawful business acts and practices in violation of California
6 Business & Professions Code sections 17200 et seq.

7 84. Plaintiffs were hourly wage-earning workers dependent on Defendants for their
8 livelihood, and do not have the same bargaining advantage as Defendants. Defendants' failure to, inter
9 alia, pay all minimum and overtime wages earned, pay premium wages for missed rest periods, failure
10 to keep accurate records, failure to provide accurate wage statements, and failure to pay reimbursements
11 are unlawful and unfair business practices. Throughout the relevant time, Defendants, as described
12 herein, have failed and/or refused to abide by the minimum-employee protections that have long been
13 set forth in California law.

14 85. Defendants' scheme allows Defendants to strip Plaintiffs of their fundamental
15 employment rights, such as the rights to minimum wage, overtime wages, mandated rest periods,
16 premium wages for missed rest periods, itemized wage statements, and the prompt payment of full wages
17 within time limits set by law, as provided under various provisions of the Labor Code and Wage Order
18 16-2001.

19 86. Plaintiffs are also entitled to an award of attorneys' fees and costs pursuant to the common
20 fund doctrine, California Code of Civil Procedure section 1021.5, and other applicable laws.

21 **TENTH CAUSE OF ACTION**

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

23 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

24 87. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 86, inclusive, as
25 though set forth fully herein.

26 88. At all times herein mentioned, Defendant was subject to the Labor Code of the State of
27 California and the applicable Industrial Welfare Commission Orders.
28

1 89. California Labor Code § 2699(a) specifically provides for a private right of action to
2 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
3 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
4 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
5 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
6 brought by an aggrieved employee on behalf of himself or herself and other current or former
7 employees pursuant to the procedures specified in Section 2699.3.”

8 90. Plaintiffs have exhausted his administrative remedies pursuant to California Labor
9 Code § 2699.3. On September 30, 2024, they gave written notice by online filing to the Labor and
10 Workforce Development Agency and by certified mail on August 22, 2024, to Defendant of the
11 specific provisions of the Labor Code that Defendant has violated against Plaintiffs and current and
12 former aggrieved employees, including the facts and theories to support the violations. Plaintiffs also
13 paid the filing fee. Plaintiffs’ PAGA case number is LWDA-CM-1053507-24.

14 91. More than 65 days have elapsed since Plaintiffs provided notice, but the Labor and
15 Workforce Development Agency has not indicated that it intends to investigate Defendant’s Labor
16 Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to
17 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
18 described in this Complaint. These penalties include, but are not limited to, penalties under California
19 Labor Code §§ 210, 226.3, 248.5(e), 510, 558, 1197.1, and 2699(f)(2).

20 92. In addition, Plaintiffs seek penalties for Defendant’s violation of California Labor Code
21 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
22 labor who willfully fails to maintain accurate and complete records required by California Labor Code
23 § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order 5-2001 § 7(A)(3),
24 every employer shall keep time records showing when the employee begins and ends each work period.
25 Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the
26 applicable IWC Order 5-2001 § 7(A)(5), every employer shall keep total hours worked in the payroll
27 period and applicable rates of pay.
28

1 93. During the time period of employment for Plaintiff and the Aggrieved Employees,
2 Defendant failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
3 maintain accurate records showing meal periods, and accurate records showing when employees begin
4 and end each work period. Defendant's failure to provide and maintain records required by the Labor
5 Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know,
6 understand and question the accuracy and frequency of meal periods, and the accuracy of their hours
7 worked stated in Defendant's records. Therefore, Plaintiffs and the Aggrieved Employees had no way
8 to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
9 enrichment to Defendant. As a direct result, Plaintiffs and the Aggrieved Employees have suffered
10 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
11 on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its
12 obligation under state law, all to their respective damage in amounts according to proof at trial.
13 Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
14 Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
15 from knowing, understanding, and disputing the wage payments paid to them.

16 94. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of
17 civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of
18 Defendant. The exact amount of the applicable penalties, in all, shall be in an amount to be shown
19 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

20 95. In addition, Plaintiffs seeks an award of reasonable attorney's fees and costs pursuant
21 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall
22 be entitled to an award of reasonable attorney's fees and costs."
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WHEREFORE, PLAINTIFFS PRAY FOR RELIEF AGAINST DEFENDANT AS FOLLOWS:

On the First Cause of Action:

1. For compensatory damages in the amount according to proof at trial;
2. For back pay, and loss of future earnings, and other special damages according to proof;
3. For general damages to compensate Plaintiffs for emotional distress, pain and suffering, and loss of enjoyment of life;
4. For punitive damages;
4. For prejudgment interest on all damages awarded under Civil Code Section 3287(a);
5. For costs of suit herein incurred;
6. For Injunctive Relief; and
7. For such other and further relief as the Court may deem proper.

On the Second Cause of Action:

1. For unpaid minimum wages and liquidated damages in an amount equal to same pursuant to Labor Code §§ 1194 and 1194.2, subject to proof at trial;
2. For prejudgment interest on all damages awarded under Labor Code §§ 1194 and 1194.2;
3. For reasonable attorney's fees pursuant to Labor Code § 1194;
4. For costs of suit pursuant to Labor Code § 1194;
5. Liability against Defendants or any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and
6. For such other and further relief as the Court may deem proper.

On the Third Cause of Action:

1. For all unpaid overtime wages and liquidated damages pursuant to Labor Code §§ 1194 and 1194.2, subject to proof at trial;
2. For prejudgment interest at the maximum legal rate pursuant to Labor Code § 1194;
3. For reasonable attorneys' fees pursuant to Labor Code § 1194;
4. For costs of suit pursuant to Labor Code § 1194;
5. Liability against Defendants or any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and

6. For such other and further relief as the Court may deem proper.

On the Fourth Cause of Action:

1. For all unpaid premium wages due and owing as a result of each meal period violation, pursuant to Labor Code 226.7(c), according to proof at trial;
2. For prejudgment interest at the maximum legal rate;
3. For costs of suit;
4. For Injunctive Relief;
5. Liability against Defendants or any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and
6. For such other and further relief as the Court may deem proper.

On the Fifth Cause of Action:

1. For all unpaid premium wages due and owing as a result of each rest period violation pursuant to Labor Code 226.7(c), subject to proof at trial;
2. For reasonable attorneys' fees pursuant to Labor Code § 218.5;
3. For prejudgment interest at the maximum legal rate;
4. For costs of suit;
5. Liability against Defendants or any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and
6. For such other and further relief as the Court may deem proper.

On the Sixth Cause of Action:

1. For statutory penalties under Labor Code § 226(e), according to proof at trial;
 2. For prejudgment interest at the maximum legal rate;
 3. For reasonable attorneys' fees, pursuant to Labor Code § 226(e)(1);
 4. For costs of suit pursuant to Labor Code § 226(e)(1); and
- For such other and further relief as the Court may deem proper.

On the Seventh Cause of Action:

1. For damages, including the full amount of unpaid wages and continuation of wages allowable under Labor Code § 203 subject to proof at trial;

2. For reasonable attorneys' fees pursuant to Labor Code § 218.5.
3. Liability against Defendants or any person acting on behalf of Defendants pursuant to Labor Code § 558.1; and
4. For such other and further relief as the Court may deem proper.

On the Eighth Cause of Action:

1. For all penalties authorized by Labor Code § 1174.5;
2. For all costs authorized by statute;
3. For injunctive relief; and
4. For such other and further relief as the Court may deem proper.

On the Ninth Cause of Action:

1. For restitution and back pay, subject to proof at trial;
2. Disgorgement of profits;
3. For injunctive relief;
4. For prejudgment interest on all damages awarded under Civil Code Section 3287(a);
5. Attorneys' fees pursuant to Labor Code § 1021.5 & B&P §17200, et seq.;
6. For costs of suit herein incurred;
7. For such other and further relief as the Court may deem proper.

On the Tenth Cause of Action for P.A.G.A. Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code §2698 et seq.:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse for all necessary business expenses, failing to maintain accurate records of all hours worked and meal periods, failing to pay final wages at termination, failing to provide paid sick days, and failing to furnish accurate wage statements;
2. For all actual, consequential and incidental losses and damages, according to proof;

EXHIBIT “A”



FINNEGAN & DIBA

A LAW CORPORATION 3660 Wilshire Blvd., Suite 800, Los Angeles, CA 90010 / Tel: 213-480-0292 / Fax: 213-480-0805 / Email: info@fdlegal.com

August 22, 2024

– Via Email and Certified U.S. Mail –
[Return Receipt Requested]

(joe@navranlaw.com)
(chanley@eaglawgroup.com)

Veteran United Service, Inc.
dba Veteran Air
2925 E. Ricker Way
Anaheim, CA 92806

Attn: Mr. Tim Berry
Mr. Steven Chanley
Mr. Javad Navran

**RE: STEVE ALPIZAR, CRISTIAN SALGADO, and LARRY BURNETTE v. VETERAN
AIR, et al.
L.W.D.A. CASE NO.: PENDING
NOTICE OF INTENT TO SEEK CIVIL PENALTIES PURSUANT TO LABOR
CODE § 2698, ET SEQ.**

To Whom It May Concern:

As you are aware, Finnegan & Diba, ALC has been retained by Mr. Steve Alpizar, Mr. Cristian Salgado, and Mr. Larry Burnette (Hereinafter “Employees”) concerning a lawsuit against their former employer, Veteran Air Services, Inc. dba Veteran Air (Hereinafter “Employer”).

I am writing this letter to inform you of Employees’ intent to seek recovery of civil penalties pursuant to the provisions of the California Labor Code Sections 2698, 2699, 2699.3, and 2699.5, also known as the Labor Code Private Attorneys General Act of 2004 (PAGA), as well as the factual basis supporting Employees’ allegations of Employer’s violations of specific sections of the California Labor Code, as explained more specifically below.

Mr. Alpizar and Mr. Salgado worked for Employer as HVAC technicians/installers and Mr. Burnette worked for Employer as a Warehouse Manager. Employees were continuously employed by Employer throughout the duration of their employment.

Employees contend they were not paid all wages earned for services rendered for Employer’s benefit. Specifically, Employees were not paid all wages earned, inclusive of overtime pay due to the fact that Employer did not factor Employees’ commission when calculating their regular rate of pay and overtime rate of pay, did not pay Employees for time spent working while clocked out for meal periods, and did not pay Employees driving to and from their first and last daily assignments using a company vehicle while retaining significant control over Employees’ movements during those times due to Employer’s company policy. Employees also contend those

hours worked for which they were not paid any wage at all is also a failure to pay at least minimum wage for those hours worked. As a result, Employer failed to keep accurate records of Employees' hours worked and income earned, and failed to provide accurate wage statements. On information and belief, Employer treated all employees similarly situated as Employees in the same manner.

Employees further contend that they were not given all uninterrupted 30-minute meal periods or uninterrupted 10-minute rest breaks in accordance with California Labor Code and Wage Order requirements. Employees also contend that Employer's other workers also were not given uninterrupted 30-minute meal periods or uninterrupted 10-minute rest breaks. Neither Employees nor Employer's other drivers were paid premium wages for missed breaks. Employees also contend they were not paid all wages due upon termination, were not reimbursed for business expenses incurred, not provided paid sick leave, and their employment was terminated in retaliation for Mr. Alpizar and Mr. Salgado complaining to Employer's Human Resources Department, about failure to pay them their earned wages and having to work in contaminated environments without proper personal protective equipment.

The result is that Employer is liable for civil penalties arising out of their pattern and practice of failing to comply with various California Labor Code sections. Employers' above-described conduct results in violations of the following labor codes:

Failure to Pay All Wages Earned – Labor Code §§ 203, 204, 1194, & 1197: Employees allege Employer intentionally failed to pay wages when due. Specifically, Employer failed to pay all wages earned as mandated by Labor Code § 204 since Employer was not paying Employees all regular and overtime wages earned or missed break premium wages each pay period. As a result of Employer's failure to pay Client all wages earned, Employer violated Labor Code § 204. As a further result of Employer's failure to pay all wages earned upon discharge of employee, Employer is liable for all penalties, statutory and civil, for violation of Labor Code § 203, which Employer has failed to do to date.

Failure to Pay Overtime Wages – Labor Code §§ 510, 1194, 1198: Employees allege Employer intentionally failed to pay overtime wages due for all work performed in excess of eight (8) hours in one (1) workday and all work performed in excess of forty (40) hours in one workweek in violation of Labor Code §§ 510, 1194, 1197, and the applicable wage order.

Failure to Provide Mandated Meal Breaks or Pay Premium Wages - Labor Code §§ 512 & 226.7: Employees allege Employer intentionally failed to provide Employees and Employer's other employees with statutorily mandated meal breaks and failed to pay one additional hour of pay at the regular rate of compensation for each workday that the meal period was not provided. Client maintains that Employer is liable for civil penalties for violations of Labor Code §§ 512 and 226.7, in addition to the unpaid premium wages.

Failure to Provide Mandated Rest Breaks or Pay Premium Wages - Labor Code §§ 512 & 226.7: Employees allege Employer intentionally failed to provide Employees and Employer's other employees with statutorily mandated rest breaks and failed to pay one additional hour of pay at the regular rate of compensation for each workday that the rest period was not provided. As a result, Employer is liable for civil penalties for violation of Labor Code §§ 512 and 226.7, in addition to the unpaid premium wages.

Failure to Pay All Wages Earned No Later than the Next Payroll Period – Labor Code § 204, 510, 1194: Employees allege Employer intentionally failed to pay Employees and all other employees all wages when due. Specifically, Employer failed to pay Employees all overtime wages earned and failed to pay missed break premium wages when earned as mandated by Labor Code §§ 204, 512, 226.7, and 1194. As a result of Employer's failure to pay all wages earned in accordance with Labor Code §§ 204, 512, 226.7, and 1194, Employer is liable for civil penalties for each failure during each pay period to compensate its employees in accordance with California law.

Failure to Pay All Wages Due Upon Discharge – Labor Code §§ 201, 202, & 203: Employer violated Labor Code § 201 and 202 since it did not pay Employees and other employees all wages due after the end of employment. Specifically, Employer owed Employees and other employees unpaid wages, and unpaid premium wages for failing to provide meal and rest breaks. As result of Employer's failure to pay all wages earned upon discharge of Employees and its employees, Employer is liable for all civil penalties for violation of Labor Code §§ 201, 202, and 203.

Failure to Provide Accurate Wage Statements - Labor Code §§ 226(a) & 226.3: Employees allege Employer intentionally failed to provide accurate wage statements throughout the duration of Employees' employ in violation of Labor Code § 226(a). On account of Employer's failure to provide accurate wage statements to Employees or any of its employees, Employer is liable for civil penalties pursuant to Labor Code §§ 226.3, 2699(f) and 2699.5.

Failure to Maintain Accurate and Adequate Records - Labor Code § 1174 & 1174.5: As a result of failing to account for all wages earned and owed to Employees on Employer's wage statements, inclusive of minimum wages, regular wages, overtime wages and missed break premiums, Employer's records are all inaccurate. Since the records will not reflect all wages earned by Employees and Employer's other employees and because this failure to maintain accurate records is the result of intentional conduct by Employer, Employer is liable for civil penalties, pursuant to Labor Code §§ 2699(f), 2699.5, and 1174.5.

Employees anticipate filing a civil action concerning their wage and hour claims and seeking recovery of associated civil penalties as warranted by the California Labor Code, including but not limited to Labor Code § 2698, et seq. This letter is being sent to you to inform you of Employees' intent to collect civil penalties associated with Employers' violations of the California Labor Code as required by Labor Code § 2698, et seq. and factual support for same.

Sincerely,



Amir T. Alavi, Esq.

cc: Mr. Alpizar, Mr. Salgado, and Mr. Burnette (by email only)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VETERAN UNITED SERVICES, INC.
dba VETERAN AIR
2925 E. RICKER WAY
ANAHEIM, CA 92806



9590 9402 7739 2152 6790 51

2. Article Number (Transfer from service label)

7019 0700 0001 9164 7398

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

KIM KENTJANA

C. Date of Delivery

08/27/24

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
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| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt



FINNEGAN & DIBA
A LAW CORPORATION

3660 Wilshire Blvd., Suite 800, Los Angel

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VETERAN UNITED SERVICES, INC. dba VETERAN AIR
2925 E. RICKER WAY
ANAHEIM, CA 92806

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Mon 9/30/2024 10:24 AM
To Amir Alavi <AAlavi@fdlegal.com>

9/30/2024

LWDA Case No. LWDA-CM-1053507-24
Law Firm : FINNEGAN & DIBA, ALC
Plaintiff Name : Steven Alpizar, Cristian Salgado
Employer: Veteran United Service, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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: 3660 Wilshire Boulevard, Suite 800, Los Angeles, California 90010.

On the date herein below specified, I served the foregoing document described as set forth below on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes, at Los Angeles, California, addressed as follows:

Date of Service: **DECEMBER 27, 2024**

Document(s) Served: **FIRST AMENDED COMPLAINT FOR DAMAGES**

Person Served: **NAVRAN LAW, APC
JAVAD NAVRAN, ESQ.
23832 ROCKFIELD BLVD., SUITE 260
LAKE FOREST, CA 92630
JOE@NAVRANLAW.COM**

**EMPLOYER ADVOCATES, LC
STEVEN M. CHANLEY, ESQ.
CHANLEY@EAGLAWGROUP.COM**

_____ (BY U.S. Mail) I enclosed the documents in a sealed envelope or package addressed to the address above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

_____ (BY U.S. Certified Mail) I enclosed the documents in a sealed envelope or package addressed to the address above and placed the envelope for collection and certified mailing with return receipt, in a sealed envelope with postage fully prepaid.

_____ (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight deliver carrier and addressed to the persons at the addresses above. 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.

_____ (BY FAX) I faxed the documents to the persons at the fax numbers listed above. No error was reported by the fax machine that I used.

_____ (BY MESSENGER SERVICE) I served the documents by placing them in an envelope or package addressed to the addresses above, and provided them to a professional messenger service for personal service on this date.

_____ (BY PERSONAL SERVICE) I personally delivered by hand to the offices of the addressee(s).

XX (BY EMAIL TRANSMISSION) I emailed a copy of the foregoing document(s) this date via email to the email addresses shown above.

XX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED at Los Angeles, California, on December 27, 2024



Declarant, Rosalyn Truong