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Attorneys for Plaintiff and all others similarly situated
SANDRA RODRIGUEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

SANDRA RODRIGUEZ, an individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

vs.

QUALITY EMPLOYMENT & MULTI
SERVICES INC., a California Corporation;
VENSURE, HR, INC., an Arizona
Corporation; COMPLETE CLOTHING
COMPANY, a California Corporation and
DOES 1 TO 50,

Defendants.

CASE NO.: 24STCV29932

[Assigned to Honorable Elanie Lu, Dept. 9]

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. UNPAID WAGES**
- 2. WAITING TIME PENALTY FOR
NONPAYMENT OF WAGES**
- 3. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS**
- 4. CIVIL PENALTIES – THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND FOR JURY TRIAL

[UNLIMITED CIVIL JURISDICTION]

Complaint Filed: November 14, 2024
Trial Date: None

INTRODUCTION

1. Plaintiff SANDRA RODRIGUEZ brings this employment class action against
Defendants QUALITY EMPLOYMENT & MULTI SERVICES INC., VENSURE, HR, INC.,
COMPLETE CLOTHING COMPANY and Defendants DOES 1 to 50 (“Defendants”) for
failure to pay its California non-exempt employees regular and overtime wages and failure

FILED
Superior Court of California
County of Los Angeles

05/12/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Tavakoli Deputy

1 to provide complete and accurate wage statements. As a result of these acts or omissions,
2 Defendants have violated California statutory laws as described below.

3 **JURISDICTION AND VENUE**

4 2. Plaintiff, on behalf of herself and all other similarly situated, hereby brings
5 this Complaint for recovery of unpaid wages and penalties under California Business and
6 Professions Code § 17200, *et seq.*, applicable provisions of the California Labor Code,
7 including 226, and 512., and the applicable Industrial Welfare Commission Wage Order
8 (the "IWC Wage Order"), in addition to declaratory relief and restitution.

9 3. This court has jurisdiction over Defendants' violations of the California Labor
10 Code because the amount in controversy exceeds this court's jurisdictional minimum.
11 Venue in this court is proper because Defendants QUALITY EMPLOYMENT & MULTI
12 SERVICES INC.'s and COMPLETE CLOTHING COMPANY's principal place of business
13 is located in Los Angeles County, and all Defendants actively and regularly conduct
14 business in Los Angeles County.

15 4. Plaintiff asserts no claims arising under federal law. Rather, Plaintiff brings
16 causes of action based solely on, and arising from, California law. The claims of the class
17 are also individual claims for violations of California law described herein. These claims
18 arise from Defendants' common and systemic failure to pay all wages earned and for their
19 failure to issue accurate wage statements based on the foregoing.

20 **PARTIES**

21 5. Plaintiff SANDRA RODRIGUEZ is a natural person and domiciled in
22 California.

23 6. Defendants QUALITY EMPLOYMENT & MULTI SERVICES INC.,
24 VENSURE, HR, INC. and COMPLETE CLOTHING COMPANY were at all relevant times
25 doing business in Los Angeles County, California.

26 7. Plaintiff is ignorant of the true names and capacities of the defendants sued
27 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
28 their true names and capacities when the same have been ascertained. Plaintiff is

1 informed and believes that each of the fictitiously named Doe Defendants is legally
2 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
3 damages, as alleged, were proximately caused by these Doe Defendants' actions.

4 8. Defendants QUALITY EMPLOYMENT & MULTI SERVICES INC.,
5 VENSURE, HR, INC., COMPLETE CLOTHING COMPANY and Doe Defendants 1
6 through 50, inclusive, are referred to herein collectively as "Defendants." Plaintiff is
7 informed and believes and thereon alleges that at all times pertinent hereto, each
8 Defendant was the agent and employee of each of its co-Defendants, and in doing the
9 things described herein, was acting within the course and scope of his/her authority as
10 such agent and employee, and each Defendant ratified and approved the acts of his/her
11 agents and employees. Defendants acted as Plaintiff's "employer" and are responsible for
12 any and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

13 **NOTICE OF DEFAULT DAMAGES**

14 9. For notice purposes, and should Defendants QUALITY EMPLOYMENT &
15 MULTI SERVICES INC., VENSURE, HR, INC., COMPLETE CLOTHING COMPANY fail
16 to respond to this Complaint, Plaintiff, on behalf of herself and all other similarly situated,
17 will seek a default judgment against Defendants, and each of them, in an amount up to
18 \$5,000,000 in general damages, \$5,000,000 in special damages, \$5,000,000 in civil
19 penalties (including penalties under California's Labor Code Private Attorneys General
20 Act) in accordance with proof at the time of the default hearing or upon submitted written
21 documentary proof to the court. This notice is provided in order to comply with due process
22 requirements for the purpose of a default judgment. If Defendants respond to this
23 Complaint and appear in this action, Plaintiffs will seek damages in accordance with proof
24 at the time of trial.

25 **CLASS ACTION ALLEGATIONS**

26 10. Plaintiff brings this case as a class action pursuant to California Code of Civil
27 Procedure § 382 on behalf of a class (hereafter the "Class") consisting of the following:
28

1 a. The Class: All persons who performed services in the State of
2 California during the Class Period as non-exempt employees for the Defendants during
3 the Class Period ("Class Members"). The Class Period is the time period starting four
4 years before the filing of the initial Complaint in this action plus any additional time during
5 which the statutes of limitation for the causes of action herein were tolled pursuant to
6 Emergency Rule 9 of the California Rules of Court, the "Emergency Rules Related to
7 COVID-19".

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

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

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

22 13. Numerosity. The members of the Class and Waiting Time Penalties
23 Subclass are so numerous that joinder of all members would be unfeasible and not
24 practicable. The membership of the class and subclass are unknown to Plaintiff at this
25 time; however, it is estimated that the Class number is greater than fifty (50) individuals.
26 The identity of such membership is readily ascertainable via inspection of Defendants'
27 employment and personnel records.

28 14. Typicality. Plaintiff's claims are typical of the claims of the members of the

1 Class. Defendants subjected all Class Members and Subclass Members to identical
2 violations of the California Labor Code, the Wage Orders of the California Industrial
3 Welfare Commission, and the California Business and Professions Code. The factual
4 grounds of Defendants' violations are common to all Class Members and represent a
5 common thread of unlawful conduct resulting in injury to all members of the Class.

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

- 9 a. Whether Defendants failed to pay regular and overtime wages for all
10 hours worked by Plaintiff and members of the Class, in violation of
11 Cal. Labor Code §§ 218 et seq., 510, 558, 1194;
- 12 b. Whether Plaintiff and members of the Subclass who are former
13 employees were paid all wages owed to them upon separation
14 pursuant to Cal. Labor Code §§ 201-203;
- 15 c. Whether Defendants issued itemized wage statements which failed
16 to accurately state the actual hours and/or pay rates that Plaintiff and
17 Class Members worked and the actual wages earned in violation of
18 Cal. Labor Code § 226;
- 19 d. Whether the violations alleged in (a-c) above constitutes unfair
20 business practices in violation of California's Unfair Competition Law,
21 Section 17200 et seq. of the Business and Professions Code.

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

27 17. Superiority. A class action is superior to the other available methods for the
28 fair and efficient adjudication of this controversy since, among other things, joinder of all

1 Class Members is impracticable, and a class action will reduce the risk of inconsistent
2 adjudications or repeated litigation over the same conduct. Further, the expense and
3 burden of individual lawsuits would make it virtually impossible for Class Members,
4 Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged.
5 Plaintiff knows of no difficulties to be encountered in the management of this action that
6 would preclude its maintenance as a class action.

7 **GENERAL FACTUAL ALLEGATIONS**

8 18. Plaintiff worked for Defendants as a non-exempt employee from
9 approximately 2020 through April 2024. Plaintiff was hired by QUALITY EMPLOYMENT
10 & MULTI SERVICES INC., to provide services directly to COMPLETE CLOTHING
11 COMPANY. Throughout Plaintiff's employment, all Defendants exercised significant
12 control over the terms and conditions of her employment, indicating a joint employment
13 relationship. Specifically:

14 **Scheduling:** Defendants jointly determined Plaintiff's work schedule, with
15 QUALITY EMPLOYMENT & MULTI SERVICES INC. dictating daily start and end
16 times and COMPLETE CLOTHING COMPANY coordinating any adjustments to
17 shifts or changes to weekly hours. Plaintiff did not have autonomy over her work
18 schedule and was required to adhere to specific hours set by Defendants.

19 **Delegation of Tasks:** Defendants jointly managed Plaintiff's workload and
20 assigned specific tasks. COMPLETE CLOTHING COMPANY directed the day-to-
21 day tasks and duties that Plaintiff was required to perform, while QUALITY
22 EMPLOYMENT & MULTI SERVICES INC. managed broader employment
23 responsibilities, such as approving time-off requests, verifying hours worked, and
24 overseeing compliance with employment policies.

25 **Supervision and Performance Monitoring:** All Defendants were actively involved
26 in supervising and monitoring Plaintiff's job performance. COMPLETE CLOTHING
27 COMPANY supervisors provided regular feedback, set performance expectations,
28 and required Plaintiff to complete tasks within certain standards. QUALITY

1 EMPLOYMENT & MULTI SERVICES INC. communicated policies and procedures
2 to ensure compliance.

3 **Policies and Procedures:** Plaintiff was subject to employment policies established
4 by all Defendants. COMPLETE CLOTHING COMPANY set workplace conduct
5 standards, work rules, and safety protocols, while QUALITY EMPLOYMENT &
6 MULTI SERVICES INC. enforced employee-related policies, including attendance,
7 timekeeping, and payroll procedures.

8 **Payroll and Benefits:** Plaintiff received wages processed by VENSURE HR, INC.
9 and QUALITY EMPLOYMENT & MULTI SERVICES INC., but all Defendants
10 influenced the method of compensation. Defendants controlled Plaintiff's
11 classification as a non-exempt employee, eligibility for overtime, and adherence to
12 specific timekeeping practices, including a policy of rounding hours that resulted in
13 unpaid time.

14 This arrangement of joint control over Plaintiff's employment conditions, including
15 scheduling, task delegation, and supervision, establishes all Defendants as joint
16 employers.

17 19. Plaintiff was paid on an hourly basis and generally began and ended her
18 workday outside of her scheduled shift times. Plaintiff, along with similarly situated
19 employees, was frequently uncompensated for the actual hours worked. Defendants
20 maintained a consistent practice of compensating employees based only on scheduled
21 hours, rounding down time entries to align with scheduled shift times. This policy resulted
22 in the underpayment of wages to Plaintiff and Class Members.

23 A. Failure to Pay Regular and Overtime Wages

24 20. During the Class Period, Plaintiff, like other members of the Class, typically
25 and routinely was not paid for all hours worked, because Defendants maintained an
26 unlawful rounding policy.

27 B. Failure to Issue Accurate Itemized Wage Statements

28 21. During the Class Period, Plaintiff, like other Class Members, was never

1 issued accurate or itemized wage statements reflecting all wages earned.

2 **FIRST CAUSE OF ACTION**
3 **UNPAID HOURLY WAGES**

4 **(Plaintiff on Behalf of Herself and the Class against All Defendants)**

5 22. Plaintiff, on behalf of herself and the Class Members, incorporates by
6 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
7 herein.

8 23. Under Labor Code §§ 201-204, 215, 216, 218.5, 510, 558, 1194, 1194.2,
9 1197, 1197.1, 1199, and the applicable IWC Wage Order, it is unlawful for an employer to
10 suffer or permit an employee to work without paying wages for all hours worked. "Hours
11 worked" is defined to include the time an employee is suffered or permitted to work,
12 whether or not required to do so. At all relevant times, Defendants have failed to pay
13 Plaintiff and Class Members for all hours worked and/or have regularly and consistently
14 maintained policies and practices of refusing to pay Class Members for all hours worked.

15 24. Plaintiff and Class Members should have received regular wages according
16 to the hours worked during employment. Defendants owe Class Members regular wages
17 and have failed and refused, and continue to fail and refuse, to pay Plaintiff and Class
18 Members the amounts owed as regular wages.

19 25. Plaintiff and Class Members were entitled to overtime compensation for all
20 overtime hours worked during their employment. Defendants failed and continue to fail to
21 pay Plaintiff and Class Members for all hours worked, including overtime hours, and
22 Plaintiff and Class Members are therefore entitled to the amounts owed as overtime
23 wages.

24 26. As a direct and proximate result of Defendants' conduct, as set forth herein,
25 Plaintiff has sustained damages and been deprived of wages and overtime compensation
26 that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such
27 amounts, plus interest, liquidated damages under Labor Code section 1194.2(a), and
28 attorneys' fees and costs.

SECOND CAUSE OF ACTION
WAITING TIME VIOLATIONS

(Plaintiff on Behalf of Herself and the Proposed Subclass against All Defendants)

27. Plaintiff, on behalf of herself, and the Waiting Time Penalty Subclass, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

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

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

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

31. Where an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 through 203 of the California Labor Code, all wages due to an employee who has been discharged or has quit, California Labor Code §203 entitles the affected employee to receive from the employer a penalty of up to 30 days wages calculated from the due date of the wages until the time an action to recover the wages is commenced.

32. As alleged herein, Defendants have failed to pay earned wages (including but not limited to meal premiums for missed/untimely breaks) to Plaintiff and the Waiting Time Penalty Subclass at the time they became due and payable, and has thus violated sections 201, 202, 203 and 206 of the California Labor Code.

33. Defendants' failure to pay wages as alleged herein was willful in that

1 Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving
2 all of their earned compensation because, inter alia, Defendants knowingly did not fully,
3 fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for
4 untimely and missed breaks.

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

8 35. As a result of Defendants' willful, unlawful acts, discussed herein, Plaintiff
9 and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California
10 Labor Code §203, continuing wages as a penalty for a total of 30 days.

11 **THIRD CAUSE OF ACTION**
12 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
13 **(Plaintiff against All Defendants)**

14 36. Plaintiff, on behalf of herself and the Class Members, incorporates by
15 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
16 herein.

17 37. Defendants knowingly and intentionally failed to provide timely, accurate,
18 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
19 IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding
20 Plaintiff from knowing the amount of wages to which Plaintiff was and is legally entitled.

21 38. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
22 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
23 periods in which Defendants have failed to provide accurate itemized wage statements to
24 Plaintiff and the Class Members in each and every pay period during Plaintiff's and the
25 Class Members' employment. Plaintiff and the Class Members seek the amount provided
26 under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars
27 (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100)
28 for each violation in a subsequent pay period.

FOURTH CAUSE OF ACTION
CIVIL PENALTIES – THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
(“PAGA”)
(Plaintiff Against all Defendants)

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

40. Plaintiff brings this cause of action on behalf all other aggrieved current and former employees of Defendants and seeks civil penalties for each and every violation alleged herein and alleged in the PAGA Notice submitted to the Labor and Workforce Development Agency (hereafter, “LWDA”). Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and the violations alleged herein were committed against Plaintiff. At the time of each violation, Defendants employed one or more employees.

41. Plaintiff filed a PAGA Notices with the LWDA and provided a copy by certified mail to Defendants. Plaintiff complied with all procedural requirements of Labor Code § 2699.3 before filing this Complaint. The LWDA did not respond to Plaintiff’s notice of the alleged violations within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney’s fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants:

1. For compensatory and statutory damages in the amount of Plaintiff’s and each Class Members unpaid wages, as well as an award of costs, interest, and reasonable attorney’s fees.
2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) per employee;

3. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and each Subclass Member who was terminated or resigned equal to their daily wage times thirty (30) days;
4. For temporary, preliminary, and permanent injunctive relief enjoining Defendants from unlawfully depriving Plaintiff and Class Members from meal periods, and wages upon termination/resignation in accordance with the law;
5. For restitution for unfair competition pursuant to Business and Professions Code section 17200, *et seq.*, including disgorgement of profits, in an amount as may be determined;
6. For all statutory penalties as authorized by law;
7. Pre-judgment interest on any damages or other amounts deemed payable;
8. For attorney's fees and costs of suit;
9. For other or further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury.

Dated: May 12, 2025

HAULK & HERRERA LLP

By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff and all others
similarly situated

PROOF OF SERVICE

Sandra Rodriguez v. Quality Employment & Multi Services, Inc., et al.

Los Angeles County Superior Court Case No.: 24STCV29932

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): SECOND AMENDED CLASS ACTION COMPLAINT FOR: 1. UNPAID WAGES 2. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 4. CIVIL PENALTIES – THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT DEMAND FOR JURY TRIAL	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Susan M. Steward, Esq. Priscilla Gamino, Esq. ATKINSON, ANDELSON, LOYA, RUUD & ROMO 12800 Center Court Drive South, Suite 300 Cerritos, CA 90703 Telephone: (562) 653-3200 Facsimile: (562) 653-3333 Email: SSteward@aalrr.com Priscilla.Gamino@aalrr.com Christina.Castron@aalrr.com Kendall.Benavides@aalrr.com <i>Attorney for Defendant</i> <i>QUALITY EMPLOYMENT & MULTI SERVICES, INC.</i> Alejandro Rosa, Esq. Clark Hill PLC 555 South Flower Street, 24th Floor Los Angeles, CA 90071-2305 Email: arosa@clarkhill.com <i>Attorney for Defendant</i> <i>VENSURE, HR, INC.</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being

		served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. <u>X</u>	By Electronic Transmission. I caused the documents to be electronically served via Case Anywhere on the date shown below to the recipients designated on the Service List with Case Anywhere.
6.	I served the documents by the means described above on May 12, 2025	

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

May 12, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)