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10 Attorneys for Plaintiff JOSE GUTIERREZ

11 **IN THE SUPERIOR COURT OF STATE OF CALIFORNIA**
12 **FOR ORANGE COUNTY**

13 JOSE GUTIERREZ,

14 Plaintiff

15 v.

16 CANNERY SEAFOOD OF THE PACIFIC
17 LLC; and DOES 1 through 50, inclusive,

18 Defendants.

Case No.: 30-2019-01086041-CU-OE-CXC

**SECOND AMENDED PRIVATE
ATTORNEYS GENERAL ACT
COMPLAINT**

1. Violation of PAGA for Failure to Provide Meal Periods (Lab. Code, § 226.7, 512);
2. Violation of PAGA for Failure to Provide Rest Periods (Lab. Code, § 226.7, 512);
3. Violation of PAGA for Failure to Pay All Wages Including Minimum Wages and Overtime Wages (Lab. Code, § 510, 1194);
4. Violation of PAGA for Failure to Keep Accurate Payroll Records (Lab. Code, § 1174, 226, subd. (A), (E));
5. Violation of PAGA for Failure to Reimburse for Necessary Expenditures (Lab. Code, § 2802); and
6. Violation of PAGA for Waiting Time Penalties (Lab. Code, § 201, 202, 203).

DEMAND FOR JURY TRIAL

1 Plaintiff JOSE GUTIERREZ (“Plaintiff” or “Mr. Gutierrez”) complains and alleges as
2 follows:

3 **PRELIMINARY STATEMENT**

4 1. This case arises out of the violation of numerous Labor Code provisions by
5 CANNERY SEAFOOD OF THE PACIFIC, LLC (“CSP” or “Defendant”), a California
6 corporation owning a restaurant located in Newport Beach, California. Plaintiff and similarly-
7 aggrieved employees seek civil penalties from Defendant for violations of numerous Labor
8 Code provisions, including, but not limited to, sections 201, 202, 203, 226, 226.7, 510, 512,
9 1194, and 2802. Plaintiff alleges that Defendant failed to provide meal periods, failed to provide
10 rest periods, failed to pay overtime wages, failed to reimburse employees for business-related
11 expenses, failed to keep accurate payroll records, and failed to pay waiting time penalties as set
12 forth more fully herein. These violations concern current and past employees of CSP.

13 **JURISDICTION AND VENUE**

14 2. Venue is proper in Orange County, because the Defendant maintains its location
15 and transacts business in this county, the obligations and liability primarily arise in this county,
16 and worked was primarily performed by Plaintiff and similarly-aggrieved employees in Orange
17 County.

18 3. The California Superior Court has jurisdiction in the matter because the
19 individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional
20 threshold for federal court and, upon information and belief, Plaintiff and Defendant are
21 residents of and/or domiciled in the State of California. Further, there is no federal question at
22 issue as the issues herein is based solely on California Statutes and law, including the Labor
23 Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court,
24 and Business and Professions Code.

25 **THE PARTIES**

26 **Plaintiff**

27 4. Individual and Representative Plaintiff JOSE GUTIERREZ is an individual
28 residing in Orange County.

1 5. Plaintiff was employed by Defendant as a chef from approximately 2001 through
2 February 20, 2019.

3 **Defendant**

4 6. Plaintiff is informed and believes, and based thereon alleges, that CSP is a
5 California corporation organized under the laws of the State of California and is and/or was
6 Plaintiff and similarly-aggrieved employees' employer during the Relevant Time Period, herein
7 defined as the period of May 22, 2018, through date of entry of judgment.

8 7. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
9 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
10 inclusive, but on information and belief allege that said Defendants are legally responsible for
11 the occurrences alleged herein, and that the damages of Plaintiff and similarly-aggrieved
12 employees were proximately caused by such Defendants. Plaintiff will amend this complaint to
13 allege the true names and capacities of the DOE Defendants when ascertained.

14 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
15 herein was, at all times relevant to this action, the agent, employee, representing partner, and/or
16 joint venture of the remaining Defendants and was acting within the course and scope of the
17 relationship. Plaintiff is further informed and believes, based thereon alleges, that each of the
18 Defendants herein gave consent to, ratified and authorized the acts alleged herein to the
19 remaining Defendants.

20 9. Plaintiff is further informed and believes, and based thereon alleges, that
21 Defendants herein acted as a "single employer" at all relevant times. At all relevant times,
22 Defendants managed stucco and plastering work across the state of California. Defendants acted
23 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
25 are legally attributable to the other Defendants.

26 **ADMINISTRATIVE PREREQUISITE**

27 10. By this complaint, Plaintiff brings this case as a representative action seeking
28 penalties for the State of California in a representative capacity, as provided by the Private

1 Attorneys' General Act ("PAGA"), Labor Code sections 2698 et seq., to the extent permitted by
2 law, as an aggrieved employee who was employed by Defendant and subject to alleged
3 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
4 his/her notice to the Labor Workforce Development Agency ("LWDA") and the employer:
5 violation of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, and 2802.

6 11. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
7 of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA")
8 and the employer notice of the Labor Code sections alleged to have been violated, and after
9 receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed
10 without notice from the LWDA.

11 12. On May 13, 2019, prior to the filing of this complaint, Plaintiff gave written
12 notice of the specific provisions alleged to have been violated, including the facts and theories
13 to support the alleged violations, as required by Labor Code section 2699.3. The written notice
14 was given via certified mail to Defendant(s), and the LWDA by electronically filing the notice
15 via the Department of Industrial Relations website. Plaintiff was given an LWDA case number
16 of LWDA-CM-693808-19. A true and correct copy of Plaintiff's notice to the LWDA and
17 Defendant(s), dated May 13, 2019, is attached hereto as Exhibit A.

18 GENERAL ALLEGATIONS

19 13. Labor Code section 1194 provides that notwithstanding any agreement to work
20 for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to
21 recover in a civil action the unpaid balance of their overtime compensation, including interest
22 thereon, reasonable attorneys' fees and costs of suit.

23 14. During all or a portion of the Relevant Time Period, Plaintiff and similarly-
24 aggrieved employees were employed by Defendant in the State of California. Plaintiff and
25 similarly-aggrieved employees were non-exempt employees covered under one (1) or more
26 Industrial Welfare Commission ("IWC") Wage Orders, and Labor Code section 510, and/or
27 other applicable wage orders, regulations and statutes, and were not subject to an exemption for
28 executive, administrative and professional employees, which imposed obligations on the part of

1 Defendant to pay Plaintiff and similarly-aggrieved employees lawful overtime compensation.
2 Plaintiff and similarly-aggrieved employees were covered by one (1) or more IWC Wage
3 Orders, and Labor Code section 226.7 and other applicable Wage Orders, regulations, and
4 statutes which imposed an obligation on the part of the Defendant to pay Plaintiff and similarly-
5 aggrieved employees rest and meal period compensation.

6 15. During the Relevant Time Period, Defendant was obligated to pay Plaintiff and
7 similarly-aggrieved employees overtime compensation for all hours worked over eight (8) hours
8 of work in one (1) day or forty (40) hours in one (1) week.

9 16. During the Relevant Time Period, Defendant was obligated to provide Plaintiff
10 and similarly-aggrieved employees with a work free meal and/or rest period.

11 17. Plaintiff and similarly-aggrieved employees primarily performed non-exempt
12 work in excess of the maximum regular rate hours set by the IWC in the applicable Wage
13 Orders, regulations or statutes, and therefore entitled Plaintiff and similarly-aggrieved
14 employees to overtime compensation at time and a half rate, and when applicable, double-time
15 rates as set forth by the applicable Wage Orders, regulations and/or statutes.

16 18. Plaintiff and similarly-aggrieved employees were not paid the above due
17 overtime compensation timely upon the termination of their employment as required by Labor
18 Code sections 201, 202, and 203, and are entitled to penalties as provided by PAGA.

19 19. During the Relevant Time Period, Defendant required Plaintiff and similarly-
20 aggrieved employees to work overtime without lawful compensation, in violation of the various
21 applicable Wage Orders, regulations, and statutes, and Defendant: (1) Willfully failed and
22 refused, and continue to fail and refuse to pay lawful overtime compensation to Plaintiff and
23 similarly-aggrieved employees; and (2) willfully failed and refused, and continue to fail and
24 refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and
25 similarly-aggrieved employees.

26 20. During the Relevant Time Period, Defendant failed and/or refused to schedule
27 Plaintiff and similarly-aggrieved employees in an overlapping manner so as to reasonably
28 ensure meal and/or rest breaks and/or shift relief for Plaintiff and similarly-aggrieved

1 employees, thereby causing Plaintiff and similarly-aggrieved employees to work without being
2 given paid ten (10) minute rest periods for every four (4) hours or major fraction thereof worked
3 and without being given a thirty (30) minute meal period for shifts of at least five (5) hours and
4 second thirty (30) minute meal periods for shifts of at least ten (10) hours during which Plaintiff
5 and similarly-aggrieved employees were relieved of all duties and free to leave the premises.
6 Defendant further failed and/or refused to schedule Plaintiff and similarly-aggrieved employees
7 in a manner so as to reasonably ensure meal and/or rest breaks were taken within the required
8 statutory time frame and uninterrupted as required by law. Furthermore, Defendant failed and/or
9 refused to pay Plaintiff and similarly-aggrieved employees one (1) hour's pay at the employees'
10 regular rate of pay as premium compensation for failure to provide rest and/or meal periods or
11 to providing such rest and/or meal periods within the statutory time frame as a result of their
12 scheduling policy.

13 **FIRST CLAIM FOR RELIEF**

14 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
15 **PROVIDE MEAL PERIODS**
16 **(Lab. Code, § 226.7 and 512)**
17 **(Plaintiff against Defendant)**

18 21. Plaintiff realleges and incorporates by reference the allegations in the preceding
19 paragraphs.

20 22. Labor Code sections 226.7 and 512 provide that no employer shall employ any
21 person for a work period of more than five (5) hours without providing a meal period of not less
22 than thirty (30) minutes or employ any person for a work period of more than ten (10) hours
23 without a second meal period of not less than thirty (30) minutes.

24 23. Labor Code section 226.7 provides that if an employer fails to provide an
25 employee a meal period in accordance with this section, the employer shall pay the employee
26 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
27 meal period is not provided in accordance with this section.

28 24. Defendant failed to schedule Plaintiff and similarly-aggrieved employees in an

1 overlapping manner so as to reasonably ensure Plaintiff and similarly-aggrieved employees
2 could take and/or receive uninterrupted and timely meal periods within the statutory timeframe.
3 As a result, Plaintiff and similarly-aggrieved employees were often forced to forego a meal
4 period and/or work during their meal period. In so doing, Defendant has intentionally and
5 improperly denied meal periods to Plaintiff and similarly-aggrieved employees in violation of
6 Labor Code sections 226.7 and 512 and other regulations and statutes.

7 25. At all times relevant hereto, Plaintiff and similarly-aggrieved employees have
8 worked more than five (5) hours in a workday.

9 26. At varying times relevant hereto, Plaintiff and similarly-aggrieved employees at
10 times have worked more than ten (10) hours in a workday.

11 27. By virtue of the Defendant's failure to schedule Plaintiff and similarly-aggrieved
12 employees in such a way as to provide a meal period, and/or work free meal period to Plaintiff
13 and similarly-aggrieved employees thereby causing Plaintiff and similarly-aggrieved employees
14 to suffer, and continue to suffer, damages in amounts which are presently unknown, but will be
15 ascertained according to proof at trial.

16 28. Plaintiff and similarly-aggrieved employees request recovery of civil penalties
17 pursuant to Labor Code section 226.7 for all violations which occurred during the Relevant
18 Time Period, in a sum as provided by the Labor Code and/or other statutes.

19 **SECOND CLAIM FOR RELIEF**

20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**

21 **PROVIDE REST PERIODS**

22 **(Lab. Code, § 226.7 and 512)**

23 **(Plaintiff against Defendant)**

24 29. Plaintiff realleges and incorporates by reference the allegations in the preceding
25 paragraphs.

26 30. Labor Code section 226.7 provides that employers authorize and permit all
27 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

28 31. Labor Code section 226.7(b) provides that if an employer fails to provide

1 employee rest periods in accordance with this section, the employer shall pay the employee one
2 (1) hour of pay at the employees' regular rate of compensation for each workday that the rest
3 period is not provided.

4 32. Defendant failed and or refused to implement a relief system by which Plaintiff
5 and similarly-aggrieved employees could receive rest breaks and/or work free rest breaks.
6 Furthermore, due to Defendant's relief system, Plaintiff and similarly-aggrieved employees did
7 not receive his rest breaks within the required statutory time frame. By and through their
8 actions, Defendant intentionally and improperly denied rest periods to Plaintiff and similarly-
9 aggrieved employees in violation of Labor Code sections 226.7 and 512.

10 33. At all times relevant hereto, Plaintiff and similarly-aggrieved employees have
11 worked more than four (4) hours in a workday.

12 34. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and
13 similarly-aggrieved employees as a result of their scheduling and shift relief system, Plaintiff
14 and similarly-aggrieved employees have suffered, and will continue to suffer, damages, in
15 amounts which are presently unknown, but will be ascertained according to proof at trial.

16 35. Plaintiff and similarly-aggrieved employees request recovery of civil penalties
17 pursuant to Labor Code section 226.7, for all violations which occurred during the Relevant
18 Time Period, in a sum as provided by the Labor Code and/or any other statute.

19 **THIRD CLAIM FOR RELIEF**

20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
21 **PAY ALL WAGES INCLUDING MINIMUM WAGE AND OVERTIME WAGES**

22 **(Lab. Code, § 1194)**

23 **(Plaintiff against Defendant)**

24 36. Plaintiff realleges and incorporates by reference the allegations in the preceding
25 paragraphs.

26 37. Defendant failed to pay Plaintiff and similarly-aggrieved employees for both
27 minimum wages and overtime premium for hours worked in excess of over eight (8) hours per
28 day and forty (40) hours per week for work performed for the Defendant as a result of being

1 subjected to Defendant's unlawful rounding scheme. Defendant rounded the wages of all
2 employees to the nearest fifteen (15) minute interval. Plaintiff alleges on information and belief
3 that Defendant's rounding policy on average favored Defendant, and therefore resulted in lost
4 wages for Plaintiff and similarly-aggrieved employees.

5 38. To the extent that such unpaid wages were for hours worked in excess of eight
6 (8) in one day or forty (40) in one week, such wages were required to be paid at an overtime rate
7 of one-and-a-half times each employee's base rate of pay.

8 39. By virtue of Defendant's unlawful failure to provide all wages owed to Plaintiff
9 and similarly-aggrieved employees, Plaintiff and similarly-aggrieved employees have suffered,
10 and will continue to suffer, damages in amounts which are presently unknown, but will be
11 ascertained according to proof at trial.

12 40. Plaintiff and similarly-aggrieved employees request recovery of civil penalties
13 pursuant to Labor Code section 226.7, for all violations which occurred during the Relevant
14 Time Period, in a sum as provided by the Labor Code and/or any other statute.

15 41. Additionally, Plaintiff is entitled to attorneys' fees, costs, pursuant to Labor Code
16 section 1194 and prejudgment interest.

17 **FOURTH CLAIM FOR RELIEF**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
19 **KEEP ACCURATE PAYROLL RECORDS**

20 **(Lab. Code, § 1174, 226, subd. (a), (e))**

21 **(Plaintiff against Defendant)**

22 42. Plaintiff realleges and incorporates by reference the allegations in the preceding
23 paragraphs.

24 43. Labor Code section 1174, subdivision (d), requires an employer to keep at a
25 central location in California or at the plant or establishment at which the employees are
26 employed, payroll records showing the hours worked daily, and the wages paid to each
27 employee. Plaintiff is informed and believes, based thereon alleges, that Defendant willfully
28 failed to make or keep accurate records for Plaintiff and similarly-aggrieved employees.

1 44. Labor Code section 226, subdivision (a), requires employers to furnish each
2 employee with a statement that accurately reflects the total number of hours worked and
3 applicable hourly overtime rates in effect during the pay period at the time of each payment of
4 wages or semi-monthly. Labor Code section 226, subdivision (e), provides that if an employer
5 knowingly and intentionally fails to provide a statement itemizing, *inter alia*, the total hours
6 worked by the employee and the applicable hourly overtime rates, causing the employee injury,
7 then the employee is entitled to recover the greater of all actual damages or fifty dollars
8 (\$50.00) for each subsequent violation, up to four thousand dollars (\$4,000.00).

9 45. IWC Wage Order No.16-2001, paragraph 6(A) requires that every employer
10 shall keep accurate information with respect to each employee, including time records showing
11 when each employee begins and ends each work period, the total daily hours worked by each
12 employee and the total hours worked in each payroll period, and applicable rates of pay.
13 Plaintiff is informed and believes that Defendant willfully and intentionally failed to make
14 and/or keep records which accurately reflect the hours worked by Plaintiff and similarly-
15 aggrieved employees. Specifically, Plaintiff believes that Defendant's records do not accurately
16 reflect where Plaintiff and similarly-aggrieved employees worked during their meal and/or rest
17 breaks due to Defendant's failure to schedule Plaintiff and similarly-aggrieved employees in an
18 overlapping manner so as to provide them with a meal and/or rest break.

19 46. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
20 failure to keep accurate payroll records, as described above, violated Labor Code section 1174,
21 subdivision (d), and the applicable wage order. Plaintiff and similarly-aggrieved employees are
22 entitled to penalties of one hundred dollars (\$100.00) for the initial violation and two hundred
23 dollars (\$200.00) for each subsequent violation for every pay period during which these records
24 and information were not kept by Defendant.

25 47. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
26 failure to keep and maintain accurate records and information, as described above, was willful,
27 and Plaintiff and similarly-aggrieved employees are entitled to a civil penalty of five hundred
28 dollars (\$500.00) per employee pursuant to Labor Code section 1174.5.

1 48. Defendant knowingly and intentionally failed to, and continues to fail to, furnish
2 Plaintiff and similarly-aggrieved employees with timely, itemized statements that accurately
3 reflect the total number of hours worked, as required by Labor Code section 226, subdivision
4 (2), and Plaintiff and similarly-aggrieved employees suffered injury as a result. Consequently,
5 Defendant is liable to Plaintiff and similarly-aggrieved employees for the amounts provided by
6 Labor Code section 226, subdivision (e).

7 49. Plaintiff has complied with the reporting requirements under Labor Code
8 sections 2698-2699, individually and on behalf of all aggrieved employees. Plaintiff requests
9 and is entitled to recover from Defendant's penalties for failure to keep accurate payroll records,
10 interest, attorney's fees and costs pursuant to Labor Code section 1174, as well as all statutory
11 penalties and attorneys' fees against Defendant.

12 **FIFTH CLAIM FOR RELIEF**
13 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
14 **REIMBURSE FOR NECESSARY EXPENDITURES**

15 **(Lab. Code, § 2802)**

16 **(Plaintiff against Defendant)**

17 50. Plaintiff realleges and incorporates by reference the allegations in the preceding
18 paragraphs.

19 51. Labor Code section 2802 states that "An employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties...."

22 52. Plaintiff and similarly-aggrieved employees were not reimbursed by Defendant
23 for necessary expenditures as a direct consequence of the discharge of their duties.

24 53. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
25 doing business on Plaintiff and similarly-aggrieved employees.

26 54. Defendant had a corporate practice and policy of requiring Plaintiff and
27 similarly-aggrieved employees to shoulder the burden of Defendant's cost of doing business by
28 failing to reimburse Plaintiff and similarly-aggrieved employees for necessary business

1 expenditures, specifically the cost of utilizing cell phones to communicate with other
2 employees, including Defendant's agents.

3 55. Accordingly, Plaintiff and similarly-aggrieved employees are entitled to civil
4 penalties in accordance with PAGA, which shall also include all reasonable costs, including, but
5 not limited to, attorneys' fees and interest.

6 **SIXTH CLAIM FOR RELIEF**

7 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
8 **PAY WAGES OF TERMINATED OR RESIGNED EMPLOYEES**

9 **(Lab. Code, § 201, 202, 203)**

10 **(Plaintiff against Defendant)**

11 67. Plaintiff realleges and incorporates by reference the allegations in the preceding
12 paragraphs.

13 68. Plaintiff and similarly-aggrieved employees were entitled to be promptly paid
14 lawful overtime compensation, reimbursement for all necessary business expenditures, and all
15 premiums owed as meal and rest penalties, as required by Labor Code sections 201, 202, and
16 203, upon the termination of their employment with Defendant. Defendant refused and/or failed
17 to promptly compensate Plaintiff and similarly-aggrieved employees all wages owed as a result
18 of the above violations. Plaintiff seeks the payment of civil penalties pursuant to PAGA, and
19 according to proof.

20 69. Plaintiff also seeks attorneys' fees, costs, and prejudgment interest pursuant to
21 Labor Code section 203.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff prays for the following relief:

- 24 1. For penalties in an amount according to proof;
25 2. For reasonable attorney's fees and costs, pursuant to the PAGA; and

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1 3. For such other and further relief as this Court may deem just and proper.
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3 Dated: February 18, 2020

MAHONEY LAW GROUP, APC

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5 By: 
6 _____
7 Joshua D. Klein, Esq.
8 Attorney for Plaintiff JOSE GUTIERREZ
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DEMAND FOR JURY TRIAL

Plaintiff JOSE GUTIERREZ hereby demands a jury trial on all issues so triable.

Dated: February 18, 2020

MAHONEY LAW GROUP, APC

By:



Joshua D. Klein, Esq.
Attorney for Plaintiff JOSE GUTIERREZ

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PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

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 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **February 18, 2020**, I served true copies originals of the following document described as: **SECOND AMENDED PRIVATE ATTORNEYS GENERAL ACT COMPLAINT**. The document was served on the interested parties in this action, addressed as follows:

Brandon L. Sylvia, Esq. Kimberly Nayagam, Esq. Rutan & Tucker, LLP 611 Anton Blvd., 14th Floor Costa Mesa, CA 92626	Attorneys for Defendant CANNERY SEAFOOD of the PACIFIC, LLC Telephone: (714) 641-5100 Email: bsylvia@rutan.com knayagam@rutan.com
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By United States Mail: I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the addresses above. I then placed the envelope for collection and mailing, following our ordinary business practices. 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. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Long Beach, CA.

(State): I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **February 18, 2020**, at Long Beach, California.



Graciela Guevara