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6 Attorney for Plaintiffs
7 Richard Barajas, Felicia Bovenkerk,
8 Timothy Collins, Becky Eads,
9 Amanda Johnson, Suzanne Lansford,
Kevin Robinson, Janet Tinoco,
and David Velasco

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF LOS ANGELES

12 Richard Barajas, Felicia
13 Bovenkerk, Timothy Collins,
14 Becky Eads, Amanda Johnson,
15 Suzanne Lansford, Kevin
16 Robinson, Janet Tinoco, and David
17 Velasco appearing on behalf of
18 themselves and all others similarly
19 situated

17 Plaintiffs,

18 v.

19 Marlu Restaurant Group, Inc.,
20 Marlu LC, Inc., Marlu Stockton
21 LLC, Prestige Management LLC,
22 Smart Management & Co., Inc.,
23 Secret River, Inc., Central Valley
24 QSR, Inc., G Maroni Company,
25 Inc., Caljax, Inc., C Food
26 Concepts, Inc., Aksan United
27 Fortune, Inc., Cardinal Appliance
28 & Hardware, Inc., Marlu PS,
LLC, Maritime Management
Company, Marlu Investment
Group, Anton Lutfi, Stephen
Lutfi, Nader Lutfi and DOES 1
through 10, inclusive,

Defendants.

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 3 1 2016

Sherri R. Carter, Executive Officer/Clerk
By: Robin Sanchez, Deputy

CASE NO.: BC630452

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT**

1. Private Attorney General and Class Claim for Failure to Provide Meal Breaks in Violation of Labor Code §§512, 1198, and the Operative Wage Order;
2. Private Attorney General and Class Claim for Failure to Pay Wages as Required by California Labor Code §204;
3. Private Attorney General and Class Claim for Failure to Pay Wages Upon Termination as Required by Labor Code §§201 and 202;
4. Private Attorney General and Class Claim for Mandatory Enforcement of a Payroll Card Program in Violation of Labor Code §213(d);
5. Private Attorney General and Class Action Claim for Failure to Pay Wages as Required by California Labor Code §226.7;
6. Private Attorney General and Class Claim for Failure to Provide Suitable Seats in Violation of California Wage Order and Labor Code §1198;
7. Private Attorney General and Class Claim for Failure to Provide a Complete Paystub in Violation of California Labor Code §226; and
8. Class Claim for Violation of Business and Professions Code §17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs allege as follows:

2 1. Plaintiffs bring this Complaint to recover wages, civil penalties and other
3 damages owed to them and other past and present employees as a result of a series of
4 Labor Code violations committed by Defendants Marlu Restaurant Group, Inc., Marlu
5 LC, Inc., Marlu Stockton LLC, Prestige Management LLC, Smart Management & Co.,
6 Inc., Secret River, Inc., Central Valley QSR, Inc., G. Maroni Company, Inc., Caljax, Inc.,
7 C Food Concepts, Inc., Aksan United Fortune, Inc., Cardinal Appliance & Hardware, Inc.,
8 Marlu PS, LLC, Maritime Management Company, Marlu Investment Group, Anton Lutfi,
9 Stephen Lutfi and Nader Lutfi (hereinafter collectively “Marlu” or “Defendants”).

10 2. In this Complaint, Plaintiffs use the term “Hourly Employee” to refer to all
11 individuals whom Marlu employed on an hourly basis at any California location.

12 3. In this Complaint, Plaintiffs use the term “Manager on Duty” or “MOD” to
13 refer to an employee who works as the highest-ranking employee or employee in charge
14 in a physical location on a given shift.

15 4. In this Complaint, Plaintiffs use the term “Manager Employee” to refer to
16 all individuals whom Marlu employed on an hourly basis at any California locations,
17 whom Marlu either required or permitted to work at least one shift as the MOD. These
18 employees include those with the job titles “General Manager” and “Shift Lead.”

19 5. In this Complaint, Plaintiffs use the term “Graveyard Employee” to refer to
20 all individuals whom Marlu employed on an hourly basis at any California locations that
21 operated 24 hours per day on the overnight or “graveyard” shift.

22 6. Plaintiffs bring the First through Seventh Causes of Action in this
23 Complaint as a Private Attorney General to recover civil penalties that are owed to the
24 State of California and past and present Manager Employees as a result of Defendants’
25 violations of the California Labor Code (“Labor Code”).

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1 15. All of the entity Defendants are corporations, partnerships or limited
2 liability companies organized under the laws of the State of California. All of the
3 Defendants, with the sole exception of Aksan United Fortune, Inc., have their primary
4 place of business at the exact same location in Sacramento County, California. All of the
5 Defendants operate jointly in the ownership and operation of each establishment
6 nominally owned or operated by any Defendant. Each Defendant has acted deliberately to
7 conceal from employees the name of the legal entity that is the employer of the
8 individuals who work at the restaurants owned and operated by Defendants.

9 16. Plaintiff Richard Barajas is a citizen of the United States and a resident of
10 Los Angeles County, California. From April 2013 until February 2014, Marlu employed
11 Richard Barajas in Los Angeles County, California at a Sears Home Appliance Showroom
12 franchise. While employed by Marlu, Plaintiff Richard Barajas worked as a Store
13 Manager.

14 17. Plaintiff Felicia Bovenkerk is a citizen of the United States and a resident of
15 Stanislaus County, California. From 2010 until 2013, Marlu employed Felicia Bovenkerk
16 in Stanislaus County, California at a Jack in the Box franchise. While employed by
17 Marlu, Plaintiff Felicia Bovenkerk worked as a General Manager.

18 18. Plaintiff Timothy Collins is a citizen of the United States and a resident of
19 Santa Clara County, California. From October 2014 until April 2015, Marlu employed
20 Timothy Collins in Alameda County, California at a Sizzler franchise. While employed
21 by Marlu, Plaintiff Timothy Collins worked as an Assistant Store Manager.

22 19. Plaintiff Becky Eads is a citizen of the United States and a resident of Butte
23 County, California. From August 2011 to the present, Marlu has employed Becky Eads in
24 Butte County, California at a Jack in the Box franchise. Plaintiff Becky Eads is employed
25 as a General Manager.

1 20. Plaintiff Amanda Johnson is a citizen of the United States and a resident of
2 El Dorado County, California. In 2015, Marlu employed Amanda Johnson in El Dorado
3 County, California at a Little Caesar's franchise. While employed by Marlu, Plaintiff
4 Amanda Johnson worked as a General Manager.

5 21. Plaintiff Suzanne Lansford is a citizen of the United States and a resident of
6 Sacramento County, California. From January 2013 until January 2015, Marlu employed
7 Suzanne Lansford in Sacramento County, California at a Church's Chicken franchise.
8 While employed by Marlu, Plaintiff Suzanne Lansford worked as a General Manager.

9 22. Plaintiff Kevin Robinson is a citizen of the United States and a resident of
10 Sacramento County, California. From 2009 to the present, Marlu has employed Kevin
11 Robinson in Sacramento County, California at a Church's Chicken franchise. Plaintiff
12 Kevin Robinson works as a Shift Leader.

13 23. Plaintiff Janet Tinoco is a citizen of the United States and a resident of
14 Sonoma County, California. From 2010 to 2014, Marlu employed Janet Tinoco in
15 Sonoma County, California at a Taco Bell franchise. While employed by Marlu, Plaintiff
16 Janet Tinoco worked as a Shift Leader.

17 24. Plaintiff David Velasco is a citizen of the United States and a resident of
18 Orange County, California. From 2013 to 2014, Marlu employed David Velasco in
19 Orange County, California at an Arby's franchise. While employed by Marlu, Plaintiff
20 David Velasco worked as a Crew Member.

21 25. Plaintiffs are currently unaware of the true names and capacities of the
22 Defendants sued herein as Does 1 through 10 (the "Doe Defendants") and therefore sues
23 the Doe Defendants by such fictitious names. Plaintiffs will amend this Complaint to
24 allege the true names and capacities of the Doe Defendants when they are ascertained.

25 26. Plaintiffs are informed and believe, and thereon allege, that the Doe
26 Defendants are the partners, agents, or principals and co-conspirators of the named
27 Defendants and of each other; that the named Defendants and the Doe Defendants
28 performed the acts and conduct herein alleged directly, aided and abetted the performance

1 thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and
2 conduct, and therefore each of the Doe Defendants is liable to Plaintiffs to the extent of
3 the liability of the named Defendants as alleged herein.

4 27. Plaintiffs are informed and believe, and on that basis allege, that at all times
5 herein mentioned, each of the Defendants were the agents, servants and/or employees of
6 each of the other Defendants and, in connection with the matters hereinafter alleged, was
7 acting within the scope of such agency and employment, and each Defendant ratified each
8 and every act, omission and thing done by each and every other Defendant herein.

9 10 **JURISDICTION AND VENUE**

11 28. This Court has jurisdiction in this action because the Defendants committed
12 violations of the Labor Code that affected Plaintiffs in this county, because one or more
13 Defendants reside in this jurisdiction, and because service was effected on one or more
14 Defendants while voluntarily present in California.

15 29. Venue is proper under California Code of Civil Procedure §395.5, as this is
16 a county where liability against Defendants arises.

17 18 **LABOR CODE §2699**

19 30. Plaintiffs re-allege and incorporate herein by this reference the allegations of
20 paragraphs 1 through 29 hereof, inclusive.

21 31. California Labor Code §§2699 and 2699.3 authorize Plaintiffs to recover
22 civil penalties on behalf of the State of California, and all hourly employees for each
23 Labor Code violation described herein.

24 32. Plaintiffs hereby seek to recover civil penalties for each Labor Code
25 violation described herein on behalf of the State of California, and all hourly employees in
26 California pursuant to Labor Code §2699.

1 working as MOD from duty for a meal break as required by Labor Code §§512, 1198 and
2 the operative Wage Order.

3 40. At least 18 of the restaurants operated by Marlu are open 24 hours per day
4 and thus have an overnight or “graveyard shift.” Most commonly, the graveyard shift is
5 staffed by just two employees.

6 41. During all times relevant hereto, Marlu maintained a uniform policy of
7 forbidding employees who work a graveyard shift from leaving the restaurant.

8 42. Each time that Marlu employed an employee on a graveyard shift for more
9 than five hours, Marlu failed to relieve the employee from duty for a meal break as
10 required by Labor Code §§512, 1198 and the operative Wage Order.

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12 **SECOND CAUSE OF ACTION**

13 **(Private Attorney General Claim for Failure to Pay Wages as**
14 **Required by California Labor Code §204)**

15 43. Plaintiffs re-allege and incorporate herein by this reference the allegations of
16 paragraphs 1 through 42 hereof, inclusive.

17 44. Even when Defendants’ own database shows that an employee has worked
18 without being provided a required meal break, Defendants maintain a uniform policy of
19 refusing to pay the wages required by Labor Code §226.7.

20 45. Labor Code §204 requires that all wages are due and payable twice in each
21 calendar month.

22 46. The wages required by Labor Code §226.7 became due and payable to each
23 Manager Employee in each pay period that he or she was not provided with a meal break
24 or permitted to take a rest break to which he or she was entitled.

25 47. Marlu violated Labor Code §204 by systematically refusing to pay wages
26 due under Labor Code §226.7 even when Marlu’s own records indicated that an Hourly
27 Employee was not provided with a meal break to which he or she was entitled.

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THIRD CAUSE OF ACTION

(Private Attorney General Claim for Failure to Pay Wages Upon Termination as Required by Labor Code §§201 and 202)

48. Plaintiffs re-allege and incorporate herein by this reference the allegations of paragraphs 1 through 47 hereof, inclusive.

49. At all times relevant hereto, Marlu has terminated Manager Employees who were entitled to wages pursuant to Labor Code §226.7 at the time that the Manager Employee’s employment with Marlu ended.

50. At all times relevant hereto, Marlu’s Manager Employees have voluntarily quit their jobs and were entitled to wages pursuant to Labor Code §226.7 at the time that the Manager Employee’s employment with Marlu ended.

51. Marlu maintains a policy and practice of refusing to pay any Manager Employee the wages to which he or she is entitled under Labor Code §226.7 upon that Manager Employee’s termination or resignation.

52. Marlu maintains a policy and practice of refusing to pay any Manager Employee the wages to which he or she is entitled under Labor Code §226.7 at any time after that Manager Employee’s termination or resignation.

53. Each Plaintiff who is a former Marlu employee was entitled to unpaid wages at the time that his or her employment with Marlu ended, and Marlu refused to pay.

FOURTH CAUSE OF ACTION

(Private Attorney General Claim for Mandatory Enforcement of a Payroll Card Program in Violation of Labor Code §213(d))

54. Plaintiffs re-allege and incorporate herein by this reference the allegations of paragraphs 1 through 53 hereof, inclusive.

55. In 2015, Marlu introduced a mandatory Payroll Card program at all locations of the Jack in the Box franchise brand. In this Complaint, Plaintiffs will refer to

1 these locations as “Mandatory Payroll Card Locations.”

2 56. At each Mandatory Payroll Card Location, all hourly employees were
3 required to accept payment of wages by way of deposit to a Payroll Card account. There
4 was no choice for employees; Marlu would only pay using deposit to a Payroll Card
5 account.

6 57. Labor Code §213(d) forbids the deposit of funds to a Payroll Card account
7 unless “the employee has voluntarily authorized the deposit.”

8 58. Marlu violated Labor Code §213(d) each pay period for each employee that
9 Marlu required to accept payment via deposit to a Payroll Card account.

10
11 **FIFTH CAUSE OF ACTION**

12 **(Class Claim for Failure to Pay Wages as**
13 **Required by California Labor Code §226.7)**

14 59. Plaintiffs re-allege and incorporate herein by this reference the allegations of
15 paragraphs 1 through 58 hereof, inclusive.

16 60. Labor Code §512 and the Wage Order require that Marlu must provide each
17 hourly employee who works more than five hours in a shift with an uninterrupted half-
18 hour period in which the hourly employee is relieved of any duty or employer control and
19 is free to come and go as he or she pleases. The hourly employee must be relieved of all
20 duties for the entire period.

21 61. With regard to timing of meal breaks, Labor Code §512 and the Wage Order
22 require that Marlu provide a first meal period after no more than five hours of work and a
23 second meal period after no more than ten hours of work.

24 62. Labor Code §1198 requires that Marlu comply with the meal break and
25 record-keeping requirements of the Wage Order.

26 63. Labor Code §226.7 requires that Marlu pay an extra hour of wages to any
27 employee who works without being timely relieved of duty for a meal break.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Failure to Provide an Accurate Itemized Paystub in**
3 **Violation of California Labor Code §226)**

4 71. Plaintiff re-alleges and incorporates herein by this reference the allegations
5 of paragraphs 1 through 70 hereof, inclusive.

6 72. California Labor Code §226(a) requires that each pay period Marlu must
7 provide each employee with an itemized statement of wages that includes, among other
8 things, the name and address of the legal entity that is the employer, the inclusive dates of
9 the period for which the employee is paid, all hourly rates applicable to work performed in
10 that pay period, the hours worked by the employee, the gross wages earned by the
11 employee and the net wages earned by the employee.

12 73. Since at least 2015, Marlu failed to provide any of its California employees
13 working at franchise locations associated with Cardinal Appliance & Hardware with an
14 itemized statement of wages that showed the name and address of the legal entity that is
15 the employer. Defendants' paystubs listed no employer at all.

16 74. Since at least 2015, Marlu failed to provide any of its California employees
17 working at franchise locations associated with Cardinal Appliance & Hardware with an
18 itemized statement of wages that showed the inclusive dates of the period for which the
19 employee was paid. Defendants' paystubs listed only the end date of the pay period.

20 75. Since at least 2015, Marlu failed to provide any of its California employees
21 working at franchise locations associated with Cardinal Appliance & Hardware with an
22 itemized statement of wages that showed the applicable hourly rates in effect during the
23 pay period. Defendants' paystubs listed no hourly rate information.

24 76. Since at least 2015, Marlu failed to provide any of its California employees
25 with an itemized statement of wages that showed gross or net wages earned in that each
26 statement omitted Section 226.7 wages earned by the employee.

1 **EIGHTH CAUSE OF ACTION**

2 **(Representative Claim for Violation of**

3 **Business and Professions Code §17200 *et seq.*)**

4 77. Plaintiff re-alleges and incorporates herein by this reference the allegations
5 of paragraphs 1 through 76 hereof, inclusive.

6 78. The conduct described in the First through Third and Fifth, Causes of
7 Action constitutes an unfair business practice.

8 79. By deliberately failing to pay its hourly employees wages to which they are
9 entitled, Marlu avoided substantial expenses and thereby enriched itself at the expense of
10 its hourly employees.

11 80. Marlu maintains a uniform policy of never paying meal break premium
12 wages in the circumstances described in this Complaint.

13 81. The Marlu policy of refusing to pay meal break premium wages is unfair
14 under Bus. & Prof. Code §17200, in light of the statutes and public policy regarding
15 timely payment of wages.

16 82. All employees subject to the Marlu policy of refusing to pay meal break
17 premium wages lost a substantial portion of the value they were otherwise guaranteed as
18 part of their employment. Had they taken comparable jobs at comparable pay with other
19 (presumably law-abiding) companies, the employees would have received the benefits of
20 these statutory protections and would not have suffered this loss.

21 83. The value of the loss to employees and the amount of restitution owed to
22 employees can be determined by a market value approach relying primarily on evidence
23 of Defendants' own conduct.

1 **CLASS ACTION ALLEGATIONS**

2 84. Plaintiffs re-allege and incorporate herein by this reference the allegations of
3 paragraphs 1 through 83 hereof, inclusive.

4 85. Marlu employs over 100 Manager Employees in California who have been
5 subject to the violations described in this Complaint within the applicable statute of
6 limitations and are entitled to the relief described herein.

7 86. Plaintiffs are informed and believe, and thereon allege, that all of Marlu's
8 Manager Employees in California have been subject to Marlu's violations of the
9 California Labor Code and the California Wage Orders described in the Class Action
10 Causes of Action herein.

11 87. The Plaintiffs who are Manager Employees are informed and believe, and
12 thereon allege, that they have been subject to the exact same violations of the California
13 Labor Code and the California Wage Orders described herein as all other Manager
14 Employees in California.

15 88. Plaintiffs have agreed to fairly and adequately represent the class.

16 89. Plaintiffs have the means to fairly and adequately represent the class.

17 90. Plaintiffs are informed and believe, and thereon allege, that their claims are
18 typical of the class.

19 91. Plaintiffs are informed and believe, and thereon allege, that common
20 questions of law and fact predominate with regard to all class claims.

21 92. Plaintiffs are informed and believe, and thereon allege, that a class action is
22 superior to all other available means of resolving the class members' claims.

23 93. Plaintiffs are informed and believe, and thereon allege, that treatment of the
24 instant claims as a class action will accrue substantial benefits to the litigants, the class,
25 the public, and the courts.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Marlu and Does 1 through 10,
3 inclusive, and each of them, as follows:

4
5 **ON THE FIRST CAUSE OF ACTION:**

- 6 1. For civil penalties on behalf of the State of California and current and former hourly
7 employees pursuant to Labor Code §558; and
8 2. For attorney fees and costs reasonably incurred in accordance with California
9 Labor Code §2699, and California Code of Civil Procedure §1021.5.

10
11 **ON THE SECOND CAUSE OF ACTION:**

- 12 1. For civil penalties on behalf of the State of California and current and former hourly
13 employees pursuant to Labor Code §210; and
14 2. For attorney fees and costs reasonably incurred in accordance with California Labor
15 Code §2699, and California Code of Civil Procedure §1021.5.

16
17 **ON THE THIRD CAUSE OF ACTION:**

- 18 1. For waiting time penalties on behalf of the State of California and current and former
19 hourly employees pursuant to Labor Code §203; and
20 2. For attorney fees and costs reasonably incurred in accordance with California
21 Labor Code §2699, and California Code of Civil Procedure §1021.5.

22
23 **ON THE FOURTH CAUSE OF ACTION:**

- 24 1. For civil penalties on behalf of the State of California and current and former hourly
25 employees pursuant to Labor Code §2699(f); and
26 2. For attorney fees and costs reasonably incurred in accordance with California
27 Labor Code §2699, and California Code of Civil Procedure §1021.5.

1 **ON THE FIFTH CAUSE OF ACTION:**

- 2 1. For damages according to proof;
- 3 2. For temporary, preliminary, and permanent injunctive relief against Defendants’
- 4 ongoing violations of the Labor Code;
- 5 3. For wages on behalf of current and former hourly employees pursuant to
- 6 Labor Code §226.7;
- 7 4. For attorney fees and costs reasonably incurred in accordance with California Labor
- 8 Code §§218.5, 2699, 1194, and California Code of Civil Procedure §1021.5; and
- 9 5. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287.
- 10

11 **ON THE SIXTH CAUSE OF ACTION:**

- 12 1. For temporary, preliminary, and permanent injunctive relief against Defendants’
- 13 ongoing violations of the Labor Code;
- 14 2. For civil penalties on behalf of the State of California and current and former Hourly
- 15 Employees pursuant to Labor Code §§1198 and 2699; and
- 16 3. For attorney fees and costs reasonably incurred in accordance with California
- 17 Labor Code §2699, and California Code of Civil Procedure §1021.5.
- 18

19 **ON THE SEVENTH CAUSE OF ACTION**

- 20 1. For temporary, preliminary, and permanent injunctive relief against Defendants’
- 21 ongoing violations of the Labor Code;
- 22 2. For penalties pursuant to Labor Code §226(e);
- 23 3. For penalties pursuant to Labor Code §226.3;
- 24 4. For civil penalties pursuant to Labor Code §2699;
- 25 5. For attorney fees and costs reasonably incurred, in accordance with
- 26 California Labor Code §§218.5, 2699, 1194, and California Code of Civil Procedure
- 27 §1021.5;
- 28 6. For interest pursuant to Labor Code §§218.6 and 1194, and Civil Code §3287.

1 **ON THE EIGHTH CAUSE OF ACTION:**

- 2 1. For temporary, preliminary, and permanent injunctive relief against Defendants'
3 ongoing violations of the Labor Code;
4 2. For disgorgement of Defendants' ill-gotten gains and other relief that may be
5 necessary to remedy Defendants' misconduct;
6 3. For restitution of payments unlawfully withheld from hourly employees in California;
7 4. For attorney fees and costs reasonably incurred pursuant to California Code of Civil
8 Procedure §1021.5; and
9 5. For interest pursuant to Civil Code §3287.

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11 **ON ALL CAUSES OF ACTION:**

- 12 1. For costs of suit, to the extent not otherwise prayed for above; and
13 2. For attorney fees and costs to the extent not otherwise prayed for above.

14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs hereby demand a jury trial.

17
18 DATED: August 31, 2016

THE GRAVES FIRM

19
20 By: 

ALLEN GRAVES

21 Attorney for Plaintiffs
22 Richard Barajas, Felicia Bovenkerk,
23 Timothy Collins, Becky Eads,
24 Amanda Johnson, Suzanne Lansford,
25 Kevin Robinson, Janet Tinoco
26 and David Velasco

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
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 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On August 31, 2016, I served the following document(s) described as:

▪ **FIRST AMENDED CLASS ACTION AND PAGA COMPLAINT**

on the interested parties by placing a true copy thereof in a sealed envelope(s) addressed as follows:

Shane Singh
Lewis Brisbois Bisgaard & Smith LLP
2020 W. El Camino Ave., Suite 700
Sacramento, CA 95833

Joshua Carlon
Lewis Brisbois Bisgaard & Smith LLP
633 W. Fifth St., Suite 4000
Los Angeles, CA 90071

- VIA OVERNIGHT MAIL:**
By delivering such document(s) to an overnight mail service or an authorized courier in a sealed envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.
- VIA U.S. MAIL:**
I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on August 31, 2016 with postage thereon fully prepaid, at Sierra Madre, California.
- VIA PERSONAL DELIVERY:**
I delivered such documents to a professional messenger to be personally delivered by hand today to the offices of the addressee(s) pursuant to CCP §1011.
- VIA EMAIL:**
I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served before 5:00 p.m.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on August 31, 2016, at Sierra Madre, California.

Justine Gray
Type or Print Name


Signature