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14 individually and on behalf of all others similarly situated

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
06/29/2021 at 11:56:00 AM
Clerk of the Superior Court
By Melinda McClure, Deputy Clerk

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SAN DIEGO**

17 ADRIANA MORA, individually and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 vs.

21 GO GREEN NORCAL, LLC; and DOES 1
22 through 20, inclusive,

23 Defendant.

Case No. 37-2020-00038089-CU-OE-CTL

Assigned for All Purposes to:
Hon. Timothy Taylor
Dept. C-72

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Wages;
2. Failure to Provide Meal Periods;
3. Failure to Permit Rest Breaks;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Pay All Wages Due Upon Separation of Employment; and
6. Violation of Business and Professions Code §§ 17200, *et seq.*
7. Enforcement of Labor Code § 2698 *et seq.* (“PAGA”)

1 Plaintiff Adriana Mora, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Adriana Mora (“Plaintiff”) brings this putative class and representative
5 action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*,
6 against defendant Go Green NorCal, LLC; and DOES 1 through 20, inclusive (collectively,
7 “Defendant”), on behalf of herself individually and on behalf of non-exempt employees employed
8 by Defendant throughout California.

9 2. Defendant is in the business of agriculture.

10 3. Through this action, Plaintiff alleges that Defendant has engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendant’s deliberate unfair
13 competition.

14 4. Plaintiff is informed and believes, and thereon alleges, that Defendant has increased
15 their profits by violating state wage and hour laws by, among other things:

- 16 (a) Failing to pay all wages (including minimum wage and overtime wages);
- 17 (b) Failing to provide meal periods or compensation in lieu thereof;
- 18 (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- 19 (d) Failing to provide accurate itemized wage statements; and
- 20 (e) Failing to pay all wages due upon separation of employment.

21 5. Plaintiff brings this lawsuit seeking monetary relief against Defendant on behalf of
22 herself and all others similarly situated in California to recover, among other things, unpaid wages
23 and benefits, interest, attorneys’ fees, costs and expenses and penalties pursuant to Labor Code §§
24 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
25 1197.1, 1198, 1199, and 2698, *et seq.*

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1 **JURISDICTION AND VENUE**

2 6. This is a class action, pursuant to California Code of Civil Procedure § 382. The
3 monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of
4 the Superior Court and will be established according to proof at trial.

5 7. This Court has jurisdiction over this action pursuant to the California Constitution,
6 Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those
7 given by statutes to other courts. The statutes under which this action is brought do not specify
8 any other basis for jurisdiction.

9 8. This Court has jurisdiction over all Defendant because, upon information and
10 belief, they are citizens of California, have sufficient minimum contacts in California or otherwise
11 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
12 over them by the California courts consistent with traditional notions of fair play and substantial
13 justice.

14 9. Venue is proper in this Court because, upon information and belief, Defendant
15 resides, transacts business or has offices in this county, or the acts and omissions alleged herein
16 took place in this county.

17 **THE PARTIES**

18 10. Plaintiff is a citizen of California. Plaintiff was employed by Defendant during the
19 Class Period in California.

20 11. Plaintiff is informed and believes, and thereon alleges, that Defendant at all times
21 hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and
22 IWC Wage Orders, whose employees were and are engaged throughout this county and the State
23 of California.

24 12. Plaintiff is unaware of the true names or capacities of the defendant sued herein
25 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
26 Complaint and serve such fictitiously named defendant once their names and capacities become
27 known.

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Class

All California citizens currently or formerly employed as non-exempt employees by Defendant in the State of California at any time between April 25, 2016¹ and the date of class certification.

20. Plaintiff also seeks to certify the following Subclass of employees:

Waiting Time Subclass

All members of the Class who separated their employment from Defendant at any time between April 25, 2017 and the date of class certification.

21. Members of the Class and Subclass described above will be collectively referred to as “class members.” Plaintiff reserves the right to establish other or additional subclasses, or modify any Class or Subclass definition, as appropriate based on investigation, discovery and specific theories of liability.

22. This action has been brought and may properly be maintained as a class action under the California Code of Civil Procedure § 382 because there are common questions of law and fact as to the Class that predominate over questions affecting only individual members including, but not limited to:

- (a) Whether Defendant paid Plaintiff and class members for all wages (minimum and overtime);
- (b) Whether Defendant deprived Plaintiff and class members of timely meal periods;
- (c) Whether Defendant deprived Plaintiff and class members of rest breaks;
- (d) Whether Defendant failed to timely pay Plaintiff and former class members all wages due upon termination or within 72 hours of resignation;
- (e) Whether Defendant failed to furnish Plaintiff and class members with accurate, itemized wage statements; and
- (f) Whether Defendant engaged in unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*

23. There is a well-defined community of interest in this litigation and the Class is readily ascertainable:

¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020, pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

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- (a) Numerosity: The members of the Class are so numerous that joinder of all members is impractical. Although the members of the Class are unknown to Plaintiff at this time, on information and belief, the Class is estimated to be greater than 100 individuals. The identity of the class members are readily ascertainable by inspection of Defendant’s employment and payroll records.
- (b) Typicality: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the Class because Defendant’s failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class because they arise out of and are caused by Defendant’s common course of conduct as alleged herein.
- (c) Adequacy: Plaintiff is qualified to, and will fairly and adequately represent and protect the interests of all members of the Class because it is in her best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to her and the Class. Plaintiff’s attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and are versed in the rules governing class action discovery, certification and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorneys’ fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for each Class. If

1 appropriate this Court can, and is empowered to, fashion methods to
2 efficiently manage this case as a class action.

3 (e) Public Policy Considerations: Employers in the State of California and
4 other states violate employment and labor laws every day. Current
5 employees are often afraid to assert their rights out of fear of direct or
6 indirect retaliation. Former employees are fearful of bringing actions
7 because they believe their former employers might damage their future
8 endeavors through negative references and/or other means. Class actions
9 provide the class members who are not named in the complaint with a type
10 of anonymity that allows for the vindication of their rights at the same time
11 as affording them privacy protections.

12 GENERAL ALLEGATIONS

13 24. At all relevant times mentioned herein, Defendant employed Plaintiff and other
14 persons as non-exempt employees.

15 25. Plaintiff was employed in a non-exempt position at Defendant's California business
16 location(s).

17 26. Defendant continues to employ non-exempt employees within California.

18 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendant was advised by skilled lawyers, employees and other professionals who
20 were knowledgeable about California's wage and hour laws, employment and personnel practices
21 and the requirements of California law.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
23 should have known that Plaintiff and class members were entitled to receive all required meal
24 periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular rate
25 of pay when they did not receive a timely meal period. In violation of the Labor Code and IWC
26 Wage Orders, Plaintiff and class members did not receive all timely meal periods or payment of
27 one (1) additional hour of pay at Plaintiff and class members' regular rate of pay when they did
28 not receive a timely meal period.

1 34. During the relevant time period, Defendants were required to compensate Plaintiff
2 and class members for all hours worked, pursuant to Labor Code §§ 200 *et seq.*, 510, 558, 1194,
3 1198, and the applicable IWC Wage Order.

4 35. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
5 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
6 the minimum so fixed is unlawful.

7 36. Plaintiff and Class Members were employees entitled to the protections of Labor
8 Code §§ 1194 and 1197.

9 37. Labor Code § 510 codifies the right to overtime compensation at one and one-half
10 times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
11 hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime
12 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
13 day or in excess of eight (8) hours in a day on the seventh day of work.

14 38. During the relevant time period, Defendants regularly failed to pay all wages to
15 Plaintiff and class members for all hours worked at the appropriate overtime rate pursuant to Labor
16 Code §§ 510, 1194, and 1198.

17 39. During the relevant time period, Defendants failed to pay at least minimum wage
18 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

19 40. As a direct and proximate result of Defendants' failure to pay Plaintiff and class
20 members the required wages, Plaintiff and class members are entitled to recover the unpaid balance
21 of their wages, including overtime compensation, as well as interest, costs and attorneys' fees.

22 41. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to
23 recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
24 thereon.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)**

4 42. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 43. Labor Code § 226.7 provides that no employer shall require an employee to work
7 during any meal period mandated by the IWC Wage Orders.

8 44. Section 11 of the applicable IWC Wage Order states, “no employer shall employ
9 any person for a work period of more than five (5) hours without a meal period of not less than 30
10 minutes, except that when a work period of not more than six (6) hours will complete the day’s
11 work the meal period may be waived by mutual consent of the employer and the employee.”

12 45. Labor Code § 512(a) provides that an employer may not require, cause or permit
13 an employee to work for a period of more than five (5) hours per day without providing the
14 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the
15 total work period per day of the employee is not more than six (6) hours, the meal period may be
16 waived by mutual consent of both the employer and the employee.

17 46. Labor Code § 512(a) also provides that an employer may not employ an employee
18 for a work period of more than ten (10) hours per day without providing the employee with a
19 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
20 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
21 employer and the employee only if the first meal period was not waived.

22 47. During the relevant time period, Plaintiff and class members did not receive
23 compliant meal periods for each five hours worked per day.

24 48. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
25 an employer to pay an employee one additional hour of pay at the employee’s regular rate of
26 compensation for each work day that a meal period is not provided.

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1 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would
2 not have had to engage in these efforts and incur these costs had Defendant provided the accurate
3 wages earned. This has also delayed Plaintiff's ability to demand and recover the underpayment
4 of wages from Defendant.

5 62. California Labor Code § 226(a) requires an employer to pay the greater of all actual
6 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one
7 hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
8 attorney's fees and costs, to each employee who was injured by the employer's failure to comply
9 with California Labor Code § 226(a).

10 63. Defendant's violations of California Labor Code § 226(a) prevented Plaintiff and
11 class members from knowing, understanding and disputing the wages paid to them, and resulted
12 in an unjustified economic enrichment to Defendant. As a result of Defendant's knowing and
13 intentional failure to comply with California Labor Code § 226(a), Plaintiff and class members
14 have suffered an injury, and the exact amount of damages and/or penalties is all in an amount to
15 be shown according to proof at trial.

16 64. Plaintiff and class members are also entitled to injunctive relief under California
17 Labor Code § 226(h), compelling Defendant to comply with California Labor Code § 226, and
18 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND**

21 **WITHIN THE REQUIRED TIME**

22 **(Violation of Labor Code §§ 201, 202 and 203)**

23 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 66. California Labor Code §§ 201 and 202 provide that if an employer discharges an
26 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
27 and that if an employee voluntarily leaves his employment, his wages shall become due and
28 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-

1 two (72) hours previous notice of his intention to quit, in which case the employee is entitled to
2 his wages at the time of quitting.

3 67. During the relevant time period, Defendant willfully failed to pay Plaintiff and
4 Waiting Time Subclass members all their earned wages upon termination including, but not limited
5 to, proper minimum wages and overtime compensation, either at the time of discharge or within
6 seventy-two (72) hours of their leaving Defendant's employ.

7 68. Defendant's failure to pay Plaintiff and Waiting Time Subclass members all their
8 earned wages at the time of discharge or within seventy-two (72) hours of their leaving
9 Defendant's employ is in violation of Labor Code §§ 201 and 202.

10 69. California Labor Code § 203 provides that if an employer willfully fails to pay
11 wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201
12 and 202, then the wages of the employee shall continue as a penalty from the due date at the same
13 rate until paid or until an action is commenced; but the wages shall not continue for more than
14 thirty (30) days.

15 70. Plaintiff and Waiting Time Subclass members are entitled to recover from
16 Defendant the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass
17 members' regular daily wages for each day they were not paid, at their regular hourly rate of pay,
18 up to a thirty (30) day maximum pursuant to Labor Code § 203.

19 **SIXTH CAUSE OF ACTION**

20 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

21 71. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
22 though fully set forth herein.

23 72. Defendant's conduct, as alleged herein, has been and continues to be unfair,
24 unlawful and harmful to Plaintiff and class members. Plaintiff seek to enforce important rights
25 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

26 73. Defendant's activities, as alleged herein, violate California law and constitute
27 unlawful business acts or practices in violation of California Business and Professions Code
28 §§ 17200, *et seq.*

1 79. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
3 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
4 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
5 an aggrieved employee on behalf of himself or herself and other current or former employees
6 pursuant to the procedures specified in Labor Code § 2699.3.

7 80. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
9 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
10 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
11 period in which Defendants violated these provisions of the Labor Code.

12 81. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
13 including, but not limited to, the following:

- 14 a. violation of Labor Code §§ 201-204, 210, 510, 558, 1182.12, 1194, 1197,
15 1198, and 1199 for failure to timely pay all earned wages (including
16 minimum wage and overtime wages) owed to Plaintiff and other aggrieved
17 employees during employment and upon separation of employment as
18 herein alleged;
- 19 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
20 periods to Plaintiff and other aggrieved employees and failure to pay
21 premium wages for missed meal periods as herein alleged;
- 22 c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff
23 and other aggrieved employees and failure to pay premium wages for
24 missed rest periods as herein alleged;
- 25 d. violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
26 itemized wage statements to Plaintiff and other aggrieved employees as
27 herein alleged; and
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1 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
2 and complete records showing, among other things, the hours worked daily
3 by and the wages paid to aggrieved employees.

4 82. Plaintiff is an “aggrieved employee” because she was employed by the alleged
5 violator and had one or more of the violations committed against her, and therefore is properly
6 suited to represent the interests of all other aggrieved employees.

7 83. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
8 to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other
9 aggrieved employees under PAGA.

10 84. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
11 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
12 cited above.

13 85. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
14 herein.

15 **PRAYER FOR RELIEF**

16 Plaintiff, on her own behalf and on behalf of all others similarly situated, pray for relief
17 and judgment against Defendant, jointly and severally, as follows:

18 1. For certification of this action as a class action, including certifying the Class and
19 Subclass alleged by Plaintiff;

20 2. For appointment of Adriana Mora as the class representative;

21 3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;

22 4. For compensatory damages in an amount according to proof with interest thereon;

23 5. For economic and/or special damages in an amount according to proof with interest
24 thereon;

25 6. For reasonable attorneys’ fees, costs of suit and interest to the extent permitted by
26 law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code § 226(e) and 2698
27 *et seq.*;

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1 7. For statutory penalties to the extent permitted by law, including those pursuant to
2 the Labor Code and IWC Wage Orders;

3 8. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

4 9. For an order requiring Defendant to restore and disgorge all funds to each employee
5 acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
6 and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et*
7 *seq.*;

8 10. For an award of damages in the amount of unpaid compensation including, but not
9 limited to, unpaid wages, benefits and penalties, including interest thereon;

10 11. For pre-judgment interest;

11 12. For civil penalties; and

12 13. For such other relief as the Court deems just and proper.

13
14 Dated: June 15, 2021

AEGIS LAW FIRM, PC

15
16 By: _____



Jordan Wysocki
Attorneys for Plaintiff

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On June 29, 2021, I served the foregoing document entitled:

6 • **FIRST AMENDED CLASS ACTION COMPLAINT**

7 on all the appearing and/or interested parties in this action by delivering the original a true
8 copy thereof on the party(ies) addressed below as follows:

9 Julie A. Vogelzang
10 SCHOR, VOGELZANG, & CHUNG, LLP
11 2170 Fourth Ave.
12 San Diego, CA 92101
13 Telephone: 619.354.6518
14 Facsimile: 619.906.2401

15 Julie@svclegal.com

16 *Attorneys for Defendant:*

17 GO GREEN NORCAL, LLC

18 **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
19 correspondence for mailing. Under that practice it would be deposited with the U.S.
20 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
21 in the ordinary course of business. I am aware that on motion of the party served, service
22 is presumed invalid if postage cancellation date or postage meter date is more than one
23 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed.
24 R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

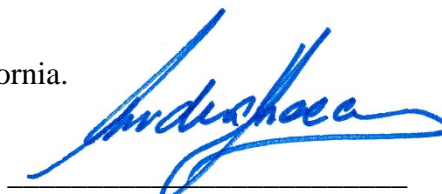
25 **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
26 practice of Aegis Law Firm PC for collection and processing correspondence for
27 overnight delivery, and I caused such document(s) described herein to be deposited for
28 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal
Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).*)

(BY ELECTRONIC TRANSMISSION) I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.
Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).*)

(BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.
5(b)(2)(A).*)

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

Executed on June 29, 2021, at Irvine, California.



Andrea Drocco