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**[EXEMPT FROM FILING FEES
PURSUANT TO GOVERNMENT
CODE SECTION 6103]**

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN DIEGO
13 UNLIMITED JURISDICTION

15 **THE PEOPLE OF THE STATE OF
16 CALIFORNIA,**

17 Plaintiff,

18 v.

19 **WEST COAST DRYWALL & COMPANY,
20 INC., a California Corporation; and DOES 1-
50, inclusive,**

21 Defendant.

Case No.

**COMPLAINT FOR INJUNCTIVE
RELIEF, RESTITUTION, AND
PENALTIES**

**[VERIFIED ANSWER REQUIRED
PURSUANT TO CODE OF CIVIL
PROCEDURE SECTION 446]**

22
23 Plaintiff, the People of the State of California (the People), by and through Rob Bonta,
24 Attorney General of the State of California, brings this action against Defendants West Coast
25 Drywall & Company, Inc. (West Coast) and Does one through fifty (collectively, Defendants),
26 and alleges as follows on information and belief:

27 **INTRODUCTION**

28 1. West Coast is one of the largest drywall and painting subcontractors in Southern

1 California, and provides services for some of the State’s largest homebuilders, such as KB Home,
2 Lennar Homes, and Shea Homes. For years, West Coast has cheated its piece-rate construction
3 employees. These employees often work anywhere from fifty to fifty-five or more hours per week
4 performing physically demanding work, and yet they are not paid the minimum and overtime
5 wages they have earned and are entitled to. West Coast’s unlawful practices continue to this day,
6 despite numerous private lawsuits accusing it of wage theft and a consent judgment it signed with
7 the U.S. Department of Labor (DOL) in 2017 as part of a settlement agreement, wherein West
8 Coast promised to stop this conduct and prevent further wage theft. West Coast’s entrenched,
9 unlawful conduct shortchanges its employees and provides the company an unfair competitive
10 advantage over law-abiding construction subcontractors.

11 **JURISDICTION AND VENUE**

12 2. The Superior Court has original jurisdiction over this action pursuant to Article VI,
13 Section 10 of the California Constitution.

14 3. The Superior Court has jurisdiction over Defendants because they are headquartered in the
15 State of California and conduct business therein.

16 4. Venue is proper under Code of Civil Procedure section 393(a), because Defendants
17 conduct business in the County of San Diego and many of the illegal acts described below
18 occurred therein.

19 **TOLLING OF STATUTE OF LIMITATIONS AND RELATED DEFENSES**

20 5. Pursuant to a valid agreement between the California Attorney General’s Office and West
21 Coast, the People and West Coast have tolled all time limits and time-related defenses, either in
22 law or in equity, including but not limited to statutes of limitation, statutes of repose, and the
23 doctrine of laches, relating to claims that the People might bring against West Coast pertaining to
24 its business operations and practices.

25 6. The tolling agreement became effective on August 3, 2023, and expires on February 5,
26 2024. Pursuant to the tolling agreement, claims the People might bring against West Coast
27 pertaining to its business operations and practices have been tolled continuously since August 3,
28 2023.

1 **PARTIES**

2 **I. PLAINTIFF**

3 7. Plaintiff is the People of the State of California, by and through the Attorney General of
4 the State of California, Rob Bonta.

5 8. Rob Bonta is the Attorney General of the State of California and the chief law officer of
6 the State. (Cal. Const., art. V, § 13.) The Attorney General is empowered by the California
7 Constitution to take whatever action is necessary to ensure that the laws of the State are uniformly
8 and adequately enforced. He has the statutory authority to bring actions in the name of the People
9 of the State of California to enforce California’s Unfair Competition Law (UCL). (Bus. & Prof.
10 Code, § 17200 et seq.)

11 **II. DEFENDANT**

12 9. Defendant West Coast Drywall & Company, Inc. is a California corporation with its
13 principal place of business at 1610 West Linden Street, Riverside, California 92507.

14 10. Defendant West Coast Drywall & Company, Inc. was incorporated in California on
15 August 20, 2002.

16 11. The true names or capacities of defendants sued as Doe Defendants one through fifty are
17 unknown to the People. The People are informed and believe and, on this basis, allege that each
18 of the Doe Defendants, their agents, employees, officers, and others acting on their behalf, as well
19 as subsidiaries, affiliates, and other entities controlled by Doe Defendants one through fifty
20 (hereafter, collectively referred to as DOES 1 through 50), are legally responsible for the conduct
21 alleged herein. The names and identities of Defendants DOES 1 through 50 are unknown to the
22 People, and when they are known the People will amend this Complaint to state their names and
23 identities.

24 12. Defendants, including those named herein as Doe Defendants, have engaged in a
25 conspiracy, common enterprise, and common course of conduct to, among other things, withhold
26 earned wages, obscure records, and ignore their obligations to their employees to provide
27 mandated breaks, necessary tools, expense reimbursements, and information about the basis of
28 their pay. The conspiracy, common enterprise, and common course of conduct continues to the

1 present.

2 **FACTUAL ALLEGATIONS**

3 **I. WEST COAST'S OPERATION AND BUSINESS PRACTICES**

4 13. West Coast is a construction subcontractor headquartered in Riverside County with a
5 satellite office located in San Diego County.

6 14. West Coast provides drywall installation and painting services to general contractors and
7 large homebuilders, such as KB Home, Lennar Homes, and Shea Homes.

8 15. West Coast advertises on its website that it currently employs 1,500 employees.

9 16. Since 2019, West Coast has employed no less than 7,000 employees in Southern
10 California.

11 17. West Coast's workforce consists of office employees and construction employees.

12 18. At any given time, West Coast employs about 900 construction employees who work in
13 the field on construction sites located throughout Southern California (hereinafter, field
14 employees).

15 19. The most common field employee positions at West Coast are drywall hangers, drywall
16 tapers, and painters.

17 20. West Coast compensates most of its field employees on a piece-rate basis.

18 21. A piece-rate compensation system is a method of calculating employee compensation by
19 piece or unit, rather than by hour. It differs from an hourly wage method in that piece-rate
20 employees are paid primarily on the basis of completing a particular task or making a particular
21 piece of goods. For example, depending on the industry they work in, piece-rate employees could
22 be paid for every box of strawberries picked, yard of carpet laid, or widget completed.

23 22. Under West Coast's piece-rate compensation system, painters are paid a few cents for
24 every square foot of drywall that they paint. Similarly, drywall tapers and hangers are paid a few
25 cents for every square foot of drywall that they tape or hang, respectively.

26 23. For example, in 2014 recruitment videos previously posted on its website, West Coast
27 advertised that prospective drywall hangers could make as much as \$22.50 an hour at West Coast
28 if they hung 2,000 square feet of drywall, paid at nine cents (\$0.09) per square foot, during an

1 eight-hour workday; drywall tapers could make \$24 an hour if they taped 2,000 square feet of
2 drywall, paid at nine point five cents (\$.095) per square foot, during an eight-hour workday; and
3 painters could make \$29 an hour if they painted 1,600 square feet of wall, paid at one point eight
4 cents (\$.018) per square foot, every hour.

5 24. West Coast's piece-rate field employees regularly work more than eight hours a day and
6 over forty hours a week, often with no duty-free meal periods, rest periods, or recovery periods.

7 25. West Coast regularly prevents its piece-rate field employees from recording their overtime
8 hours on their timesheets in order to avoid paying them overtime wages. It does so in various
9 ways, including, but not limited to, instructing field employees to underreport their work hours on
10 their timesheets; rejecting any submitted timesheets that include recorded overtime hours;
11 requiring employees to re-submit modified timesheets recording no overtime hours if they want to
12 be paid; filling out timesheets for employees without recording any overtime hours; or altering
13 employee entries made on timesheets to reduce any recorded overtime hours.

14 26. On the occasions that West Coast allows piece-rate field employees to record some
15 overtime hours on their timesheets, the company transfers that information onto a handwritten
16 "Overtime Worksheet." This document lists the field employee's recorded overtime hours for the
17 applicable pay period and West Coast's calculation showing how it computed the employee's
18 overtime premium.

19 **II. CALIFORNIA'S LAWS REGULATING PIECE-RATE COMPENSATION** 20 **SYSTEMS**

21 27. Piece-rate workers, like hourly workers, are entitled to the applicable minimum wage for
22 each hour of work performed and to overtime premiums for overtime hours worked.

23 28. Unlike federal law, under California law "a piece-rate formula that does not compensate
24 directly for all time worked does not comply with California Labor Codes, even if, averaged out,
25 it would pay at least minimum wage for all hours worked." (*Gonzalez v. Downtown LA Motors,*
26 *LP* (2013) 215 Cal.App.4th 36, 49, citations omitted.)

27 29. Piece-rate workers are also entitled to payment of at least the minimum wage for their rest
28 periods, recovery periods, and other non-productive time.

1 30. Recovery periods are additional rest periods that must be provided to employees so that
2 they can cool off to prevent heat illness. (Lab. Code, § 226.7, subd. (a).)

3 31. Other non-productive time is time spent under an employer’s control, exclusive of rest
4 periods and recovery periods, that is not directly related to the activity being compensated on a
5 piece-rate basis. (Lab. Code, § 226.2.) For example, if a drywall employee is paid by the piece to
6 hang drywall, other non-productive time might be time spent performing tasks such as loading
7 and unloading tools from a vehicle, waiting on a jobsite for materials and direction from
8 supervisors, attending safety meetings, and traveling between job sites during the workday.

9 32. In 2016, the California Legislature enacted Assembly Bill 1513, which took effect on
10 January 1, 2016. (Assem. Bill No. 1513 (2015-2016 Reg. Sess.) (A.B. 1513).) A.B. 1513 codified
11 and extended two California court decisions, *Gonzalez, supra*, 215 Cal.App.4th 36, and *Bluford v.*
12 *Safeway Inc.* (2013) 216 Cal.App.4th 864, which held that other non-productive time, rest
13 periods, and recovery periods must be compensated separately and distinctly from piece-rate
14 compensation at the minimum wage or more.

15 33. Under A.B. 1513, employers must compensate piece-rate employees for rest periods and
16 recovery periods “separate from any piece-rate compensation” and “at a regular hourly rate that is
17 no less than the higher of: (i) An average hourly rate determined by dividing the total
18 compensation for the workweek, exclusive of compensation for rest and recovery periods and any
19 premium compensation for overtime, by the total hours worked during the workweek, exclusive
20 of rest and recovery periods [or] (ii) The applicable minimum wage.” (Lab. Code, § 226.2, subd.
21 (a)(1), (3).)

22 34. Under A.B. 1513, employers must compensate piece-rate employees for other non-
23 productive time “separate from any piece-rate compensation” and “at an hourly rate that is no less
24 than the applicable minimum wage.” (Lab. Code § 226.2, subd. (a)(1), (4).)

25 **III. WEST COAST REPEATEDLY VIOLATES THE LAW AND CONTINUES TO**
26 **ENGAGE IN LABOR STANDARDS VIOLATIONS.**

27 35. West Coast has been investigated repeatedly by the Wage and Hour Division of the U.S.
28 DOL. The DOL’s publicly accessible enforcement database shows that since 2012, West Coast

1 has been the subject of five Wage and Hour Division investigations (Case ID Nos: 1639159,
2 1649647, 1738880, 1763279, 1856313), four of which revealed violations. One of these four
3 investigations led to a DOL lawsuit against West Coast in 2016.

4 36. In July 2016, the DOL filed a lawsuit under the Fair Labor Standards Act (FLSA) against
5 West Coast, its then owner and Chief Executive Officer Mark D. Herbert, and its Chief Operating
6 Officer Santos Garcia (collectively, the DOL defendants), for failing to pay West Coast's piece-
7 rate field employees overtime and keep accurate pay and time records. Specifically, the lawsuit
8 alleged that the DOL defendants "willfully and repeatedly violated, and continue to violate [the
9 FLSA's overtime provisions], by failing to pay their employees at rates not less than one and one-
10 half times the employees' regular rate of pay in workweeks when the employees worked more
11 than forty hours." Regarding West Coast's recordkeeping violations, the DOL's lawsuit alleged
12 that the DOL defendants "actively discouraged or prohibited employees from accurately reporting
13 overtime hours worked." In January 2017, the parties settled via a consent judgment, wherein
14 West Coast promised to come into compliance with the FLSA and to implement compliance
15 measures to help prevent future violations. It also agreed to pay \$50,500 in civil penalties,
16 \$470,000 in back wages accrued from April 1, 2013 to May 31, 2015, and \$470,000 in liquidated
17 damages to over 1,000 piece-rate field employees, for a total monetary judgment of \$994,950.

18 37. Additionally, not including other employment related lawsuits, there have been nine
19 private lawsuits filed against West Coast in the past fifteen years by former field employees
20 alleging the underpayment of wages. Seven of the nine lawsuits were filed in the last five years
21 alone and allege substantially similar allegations: that West Coast fails to lawfully compensate its
22 field employees the minimum and overtime wages they are legally due.

23 **IV. WEST COAST FAILS TO MAINTAIN COMPLETE AND ACCURATE RECORDS**
24 **AND PROVIDE ITS PIECE-RATE EMPLOYEES WITH COMPLETE AND**
25 **ACCURATE ITEMIZED WAGE STATEMENTS.**

26 38. Labor Code section 226 requires employers to provide their piece-rate employees, either
27 semimonthly or at the time of payment, "an accurate itemized statement in writing," listing nine
28 items of information, including the number of piece-rate units earned and any applicable piece
rates, all applicable hourly rates in effect during the pay period and the corresponding number of

1 hours worked at each hourly rate, and actual gross wages earned. (Lab. Code, § 226, subd. (a).)

2 39. Labor Code section 226.2 requires employers who pay by the piece to also list the
3 following information on wage statements provided to piece-rate employees: “(A) The total hours
4 of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for
5 those periods during the pay period. (B) Except for employers [who, in addition to paying any
6 piece-rate compensation, pay an hourly rate of at least the applicable minimum wage for all hours
7 worked], the total hours of other nonproductive time . . . the rate of compensation, and the gross
8 wages paid for that time during the pay period.” (Lab. Code, § 226.2, subd. (a)(2)(A)-(B).)

9 40. Similarly, Industrial Welfare Commission (I.W.C.) wage order No. 16-2001, requires
10 employers to provide employees with “an itemized statement in writing” listing much of the same
11 information required by Labor Code section 226. (Cal. Code. Regs., tit. 8, § 11160, subds. 1,
12 6(B), hereafter “wage order No. 16.”) Section 6 of wage order No. 16 also requires employers to
13 provide employees with their “piece rates” and to maintain an “accurate production record.” (Cal.
14 Code. Regs., tit. 8, § 11160, subds. 1, 6(A)(3).)

15 41. The wage statements West Coast provides its piece-rate field employees fail to include all
16 items of information required by Labor Code section 226, including: the number of piece-rate
17 units earned and any applicable piece rates, and all applicable hourly rates in effect during the pay
18 period and the corresponding accurate number of hours worked at each hourly rate.

19 42. The wage statements West Coast provides its piece-rate field employees fail to include all
20 items of information required by Labor Code section 226.2.

21 43. The wage statements West Coast provides its piece-rate field employees are not complete
22 and accurate as required by Labor Code section 226.

23 44. West Coast fails to provide its piece-rate field employees with their piece rates and to
24 maintain accurate production records for them as required by wage order No. 16.

25 45. West Coast’s failure to maintain complete and accurate records, coupled with the
26 incomplete and inaccurate wage statements it provides to its employees, creates a substantial risk
27 of underpayment to its employees, and makes it difficult for them to discover any underpayment
28 and reconstruct wages owed. (See, e.g., *Carrillo v. Schneider Logistics, Inc.* (C.D.Cal. 2011) 823

1 F.Supp.2d 1040, 1045.)

2 **V. WEST COAST FAILS TO PAY ITS PIECE-RATE FIELD EMPLOYEES ALL OF**
3 **THE WAGES AND MONIES THEY ARE LEGALLY DUE.**

4 **A. Minimum Wages**

5 46. California law requires that piece-rate field employees be paid the applicable state or local
6 minimum wage for each hour worked, regardless of the compensation formula or method.

7 47. West Coast prevents its piece-rate field employees from recording all their work hours on
8 their timesheets and fails to pay them at least the minimum wage for these unrecorded work
9 hours.

10 48. West Coast fails to accurately track and record its piece-rate field employees' rest periods,
11 recovery periods, and other non-productive time and thus fails to pay them for all these work
12 hours.

13 49. West Coast fails to correctly calculate the pay owed to its piece-rate field employees for
14 their rest periods, recovery periods, and other non-productive time.

15 50. West Coast uses a time rounding system that unlawfully rounds down the work hours that
16 are recorded on its piece-rate field employees' timesheets and thus fails to pay them for all their
17 work hours.

18 51. West Coast has failed—and continues to fail—to meet its minimum wage obligations with
19 respect to its piece-rate field employees.

20 **B. Overtime Wages**

21 52. California law requires that piece-rate field employees be paid the applicable overtime
22 rate of pay—one and one-half times or two times the employee's regular rate of pay—for all
23 hours worked in excess of eight per day, for all hours worked in excess of forty per week, and for
24 all hours worked on the seventh consecutive day of work in a workweek.

25 53. West Coast regularly prevents its piece-rate field employees from recording their overtime
26 hours on their timesheets and thus fails to pay them an overtime premium for these unrecorded
27 overtime hours.

28 54. When it allows piece-rate field employees to record some overtime hours on their

1 timesheets, West Coast incorrectly calculates their overtime premiums and underpays them as a
2 result.

3 55. When it occasionally pays production bonuses to its piece-rate field employees, West
4 Coast does not include the bonuses in its calculation of the regular rate when calculating overtime
5 premiums, which results in unpaid overtime wages.

6 56. West Coast has failed—and continues to fail—to meet its overtime pay obligations with
7 respect to its piece-rate field employees.

8 **C. Business Expense Reimbursements**

9 57. California law requires that piece-rate field employees be paid or reimbursed for the
10 necessary expenses they incur in performing their work.

11 58. California law requires that an employer provide and maintain tools and equipment that
12 are either required by the employer or are necessary to perform a job. There is a limited exception
13 for employees who are paid at least twice the minimum wage, but, even then, such employees
14 may only be required to provide their own “hand tools and equipment” if such tools and
15 equipment are customarily required by the employee’s trade. (I.W.C. wage order No. 16-2001, §
16 8, subd. (b).)

17 59. West Coast has failed—and continues to fail—to provide many of its piece-rate
18 employees whose wages are less than twice the minimum wage with all the tools and equipment
19 needed to perform their jobs, and failed to provide non-hand tools and equipment regardless of
20 wages earned. Examples of tools and equipment that West Coast has failed to provide all piece-
21 rate employees include screw guns, automatic taping tools, compressors, air hoses, and ladders.

22 60. West Coast’s piece-rate field employees pay for business expenses they incur in the
23 course and scope of performing their work for West Coast, including, but not limited to,
24 purchasing tools and equipment necessary to perform their work.

25 61. West Coast has failed—and continues to fail—to meet these expense reimbursement
26 obligations with respect to its piece-rate field employees.

27 **VI. WEST COAST FAILS TO PROVIDE ITS PIECE-RATE FIELD EMPLOYEES** 28 **WITH DUTY-FREE MEAL PERIODS AND REST PERIODS AND FAILS TO PAY**

1 **THEM FOR THESE MISSED PERIODS.**

2 62. California law requires that piece-rate field employees be provided with one 30-minute
3 duty-free meal period for a work period of more than five hours, and a second 30-minute duty
4 free meal period for a work period of more than ten hours. The law further requires piece-rate
5 field employees to be provided a ten-minute, paid, off-duty rest period for every four hours
6 worked, or major fraction thereof. Authorized or required rest period time shall be counted as
7 paid time worked.

8 63. West Coast does not provide all employees with off-duty meal periods and does not
9 authorize or permit paid, off-duty rest periods, despite its written policy stating otherwise. West
10 Coast does not provide a premium of one hour of pay at the employee’s regular rate of
11 compensation for each failure, as required by law.

12 64. West Coast failed—and continues to fail—to meet these meal period and rest period
13 obligations with respect to its piece-rate field employees.

14 **FIRST CAUSE OF ACTION**
15 **INJUNCTIVE RELIEF, RESTITUTION, AND PENALTIES FOR VIOLATIONS OF**
16 **BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.**

17 65. The People reallege and incorporate by reference each allegation contained in the above
18 paragraphs as if fully set forth herein.

19 66. Defendants have engaged, and continue to engage, in acts or practices that are unlawful,
20 unfair, or fraudulent and which constitute unfair competition within the meaning of section 17200
21 of the Business and Professions Code. These acts or practices include, but are not limited to, the
22 following:

- 23 a. Failing to pay employees the California minimum wage for all time worked as
24 required by Labor Code sections 226.2, 1182.12, and 1197, I.W.C. wage order No.
25 16-2001, section 4 (currently \$16.00 per hour), and the California Minimum Wage
26 Order (MW-2023);
- 27 b. Failing to pay employees who worked in the City of Los Angeles at least the Los
28 Angeles minimum wage for all time worked as required by the Los Angeles

1 Minimum Wage Ordinance, Los Angeles Municipal Code, Chapter 18, Article 7,
2 section 187.00 et seq.;

3 c. Failing to pay employees who worked in the City of San Diego at least the San
4 Diego minimum wage for all time worked as required by the San Diego Minimum
5 Wage Ordinance, San Diego Municipal Code, Chapter 3, Article 9, section
6 39.0101 et seq.;

7 d. Failing to pay employees the overtime wages owed for all time worked, including
8 unrecorded work hours, in excess of eight hours per day, or forty hours per week,
9 and for all hours worked on the seventh consecutive day of work in a workweek as
10 required by Labor Code section 510, and I.W.C. wage order No. 16-2001, section
11 3;

12 e. Failing to pay employees the appropriate premium for overtime hours worked as
13 required by Labor Code section 510 and I.W.C. wage order No. 16-2001, section
14 3;

15 f. Failing to provide employees with necessary tools and equipment as required by
16 I.W.C. wage order No. 16-2001, section 8;

17 g. Failing to reimburse employees for business expenses and losses as required by
18 Labor Code section 2802;

19 h. Failing to provide meal periods and pay meal period premiums as required by
20 Labor Code section 226.7, 512, and I.W.C. wage order No. 16-2001, section 10;

21 i. Failing to authorize, permit, and pay for rest periods and rest period premiums as
22 required by Labor Code section 226.7 and I.W.C. wage order No. 16-2001, section
23 11;

24 j. Failing to provide employees with accurate and complete itemized wage
25 statements as required by Labor Code sections 226 and 226.2, and failing to
26 maintain and provide employees with required records as required by I.W.C. wage
27 order No. 16-2001, section 6.

28 //

1 **PRAYER FOR RELIEF**

2 67. Pursuant to Business and Professions Code section 17203, that the Court enter all orders
3 necessary to prevent Defendants, as well as Defendants’ successors, agents, representatives,
4 employees, and all persons who act in concert with Defendants from engaging in any act or
5 practice that constitutes unfair competition in violation of Business and Professions Code section
6 17200, including, but not limited to, the acts and practices alleged in this Complaint;

7 68. Pursuant to Business and Professions Code section 17203, that the Court enter all orders
8 or judgments as may be necessary to restore to any person in interest any money or property that
9 Defendants may have acquired by violations of Business and Professions Code section 17200, as
10 may be proved at trial;

11 69. Pursuant to Business and Professions Code section 17206, that each Defendant be
12 assessed a civil penalty in an amount up to \$2,500 for each violation of Business and Professions
13 Code section 17200 et seq., as proven at trial;

14 70. That the People recover their costs of suit; and

15 71. Such other and further relief that the Court deems appropriate and just.

16
17 Dated: February 1, 2024

Respectfully submitted,
ROB BONTA
Attorney General of California
SATOSHI YANAI
Senior Assistant Attorney General
MARISA HERNÁNDEZ-STERN
Supervising Deputy Attorney General
JENNIFER BONILLA
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23 /s/ Demian Camacho
24 Deputy Attorneys General
25 *Attorneys for the People of the State of*
26 *California*