

1 STATE OF CALIFORNIA
2 DEPARTMENT OF INDUSTRIAL RELATIONS
3 DIVISION OF LABOR STANDARDS ENFORCEMENT
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10 BEFORE THE LABOR COMMISSIONER

11 STATE OF CALIFORNIA

12 THE GERSH AGENCY, INC., a California
13 corporation,

14 Petitioner,

15 vs.

16 LANGSTON FAIZON SANTISIMA p/k/a
17 “FAIZON LOVE”, an individual;
18 ASSEMBLY ROBOT, INC. a California
19 Corporation,

20 Respondents.

CASE NO.: TAC-52727

DETERMINATION OF CONTROVERSY

21 **I. INTRODUCTION**

22 The above-captioned matter, a Petition to Determine Controversy under Labor Code
23 section 1700.44, was heard remotely over Zoom on March 4, 2021 before the undersigned attorney
24 for the Labor Commissioner assigned to hear this case. THE GERSH AGENCY, INC., a
25 California corporation (hereinafter, referred to as “TGA”) was represented by Joseph P. Costa,
26 Esq. of COSTALAW. Respondents, LANSTON FAIZON SANTISIMA p/k/a “FAIZON LOVE”,
27 an individual; and ASSEMBLY ROBOT INC., a California Corporation (hereinafter, collectively
28 referred to as “LOVE”) was represented by Sergio Bent, Esq. of BENT CARYL & KROLL, LLP

1 The matter was taken under submission and post-trial briefs submitted. Based on the
2 evidence presented at this hearing and on the other papers on file in this matter, the Labor
3 Commissioner hereby adopts the following decision.

4 **II. FINDINGS OF FACT**

5 Petitioner TGA is a talent and literary agency which includes a television, movie and
6 comedy department.

7 Respondent LOVE is a comedian and an actor appearing in movies and currently appearing
8 in the television series *Step-Up: High Water* (“*Step-Up*”).

9 In or around May 2017, LOVE and TGA entered into an oral agreement whereby TGA
10 would serve as LOVE’s talent agency in exchange for ten percent (10%) of all compensation
11 earned by LOVE for his services as an entertainer (“Oral Agreement”).

12 In 2017, the parties performed under the Oral Agreement. According to TGA talent agent,
13 Kent Ochse (“Ochse”), TGA received an offer for the television show *Step-Up* on May 22, 2017.
14 Soon thereafter, an agreement was signed between LOVE and the *Step-Up* producer, Step-Up
15 Productions, Inc. (“Series Agreement”).

16 On or around May 23, 2017, the Series Agreement was sent to TGA providing that LOVE
17 would play the role of “Uncle Al” in *Step-Up* for the episodic contract rate of \$30,000. The Series
18 Agreement included a one-year term with six (6) successive year options. According to the Series
19 Agreement, the episodic rate would increase by five percent (5%) each year. LOVE was
20 guaranteed payment for seven episodes for Season 1; eight episodes for Season 2; and ten episodes
21 for every season thereafter.

22 LOVE performed as the character “Uncle Al” and received his guaranteed salary of
23 \$30,000 per episode for seven episodes in Season 1. Pursuant to the Oral Agreement, LOVE paid
24 TGA a 10% commission rate on LOVE’s gross earnings of \$210,000 for Season 1 in the amount
25 of \$21,000 (\$3,000 x 7 episodes).

26 On or around September 17, 2017, after completing Season 1 and before filming Season 2,
27 LOVE terminated the relationship with TGA and sent an email stating the following:

1 “At this time Due [sic] to current events, I think it’s better we cut all ties and go our
2 separate ways no need to rehash the obvious. Since there is no paperwork between
3 myself and Gersh I think this email shall act as a final letter of business. **If Step Up
is renewed for a second season my attorney will advocate and distribute
commissions due.**” [Emphasis added]

4 On or around April 30, 2018, *Step-Up* was renewed for a second season. Filming began on
5 May 30, 2018, and Season 2 was completed some time in 2018. In accordance with the Series
6 Agreement, LOVE performed in 8 of 13 episodes and was paid according to the terms of the Series
7 Agreement for Season 2. Specifically, LOVE received a 5% increase in his episodic rate from
8 Season 1 and received \$31,500¹ per episode for his participation in Season 2.

9 Notwithstanding LOVE’s promise to pay TGA commissions for Season 2 in his September
10 17, 2017 termination email, in which LOVE stated, “[i]f Step Up is renewed for a second season
11 my attorney will advocate and distribute commissions due”, LOVE ceased paying any
12 commissions after September 17, 2017; and, to date, TGA has not been paid any commissions for
13 Season 2.

14 On or around July 31, 2018, TGA sent LOVE a protection letter advising LOVE that TGA
15 was ready, willing and able to render talent agency services for LOVE, and moreover, TGA
16 expected to be paid commissions according to the parties’ Oral Agreement and consistent with the
17 financial terms contained in the Series Agreement for Season 2.

18 Sometime in 2019, *Step Up* was cancelled, although in 2020, a reboot of *Step-Up* was
19 initiated. On or around April 15, 2020, a new contract for the reboot of *Step-Up* Season 3 was
20 executed by LOVE and Step-Up Productions Inc. The contract was titled STEP UP / FAIZON
21 LOVE FIRST AMENDMENT (“Amended Series Agreement”).

22 The Amended Series Agreement reestablished payments received by LOVE for Seasons 1
23 (\$30,000 per episode) and 2 (\$31,500 per episode) and included an increase to \$40,000 for his
24 episodic rate for Season 3, with an increase of 5% per year for any subsequent years. According
25

26 ¹ TGA claims LOVE was paid \$31,000 per episode during Season 2 and appears to inadvertently claim
27 unpaid commissions in the amount \$24,800 (\$3,100 x 8 episodes). The evidence established LOVE earned
28 5% more in Season 2 and was therefore paid a \$31,500 episodic rate. TGA’s claim for unpaid commissions
should be \$25,200 (\$3,150 x 8 episodes) and not \$24,800 as alleged and seemingly miscalculated in TGA’s
post-trial brief.

1 to the original Series Agreement, LOVE would have been paid 5% more per episode in Season 3
2 than he was paid for in Season 2 (\$31,500). So, according to the Series Agreement, LOVE would
3 have been paid \$33,075 ($\$31,500 \times .05 = \$1,575 + \$31,500 = \$33,075$) per episode for Season 3.
4 The amended Season 3 rate of \$40,000 per episode represented an increase of \$6,925 per episode,
5 which is more than TGA negotiated for LOVE in the original Series Agreement for Season 3.

6 LOVE argues his termination of TGA on September 17, 2017, forever releases LOVE from
7 any obligation to pay TGA post-termination commissions, including commissions for Season 2,
8 Season 3 or any seasons subsequently renewed and produced after termination. In support of this
9 argument, LOVE states he retained the services of an attorney who drafted and negotiated different
10 contractual terms, including the \$6,925 per episode increase for Season 3. LOVE also argues the
11 reboot of *Step-Up* Season 3 includes a new distributor², incorporates new cast members and a new
12 storyline, all of which support his position that Season 3 is not a reboot but rather an entirely new
13 show thereby relieving LOVE of any obligation to pay TGA commissions after September 2017.
14 We disagree with LOVE's arguments.

15 III. LEGAL ARGUMENT

16 Labor Code section 1700.4(b) defines "artist" and states, "'artists' means actors and
17 actresses rendering professional services on the legitimate stage ... and other artists rendering
18 professional services in ... other entertainment enterprises." It is undisputed that LOVE is an
19 "artist" within the meaning of Labor Code section 1700.4(b). It was stipulated that TGA is a
20 California licensed talent agency.

21 Labor Code section 1700.23 provides that the Labor Commissioner is vested with
22 jurisdiction over "any controversy between the artist and the talent agency relating to the terms of
23 the contract," and the Labor Commissioner's jurisdiction has been held to include the resolution
24 of contract claims brought by artists or agents seeking damages for breach of a talent agency
25 contract. (*Robinson v. Superior Court* (1950) 35 Cal.2d 379; *Garson v. Div. Of Labor Law*
26

27
28 ² Seasons 1 and 2 of *Step-Up* was distributed and broadcast on the YouTube Red platform while Season 3
will be distributed and broadcast on the Starz Network.

1 *Enforcement* (1949) 33 Cal.2d 861). Therefore, the Labor Commissioner has jurisdiction to
2 determine this matter.

3 The issues in this case are as follows:

4 **A. Are Post-Termination Commissions Owed for Season Two and any Subsequent**
5 **Seasons Filmed after LOVE Terminated the Parties' Oral Agreement?**

6 **B. Does the Statute of Frauds Excuse LOVE's Performance?**

7 **A. Are Post-Termination Commissions Owed by LOVE?**

8 The primary issue is whether TGA is entitled to commissions for Season 2 and any
9 subsequent seasons negotiated in the Series Agreement during the parties' relationship but
10 performed after termination of the relationship.

11 In similar fact patterns, we have consistently applied the rule stating, "[a] talent agency is
12 generally entitled to receive post termination commissions for all employment secured by the
13 agency prior to its termination." (*ICM Partners v. James Bates*, Case No. TAC-24469, p. 6 (2017)
14 ("*Bates*") (citing *Paradigm Talent Agency v. Charles Carroll*, Case No. TAC 12728 (2011)
15 ("*Paradigm*"). Further, "[c]ommissions are owed post termination for monies negotiated by the
16 agent during the term of the agreement and the artist cannot unilaterally determine there is no
17 further obligation to pay for work already performed." (*The Endeavor Agency, LLC v. Alyssa*
18 *Milano*, Case No. TAC 10-05 (2007) ("*Milano*"). In such matters, the Labor Commissioner
19 considers: (1) whether a valid agency contract was formed, (2) whether the agent procured the
20 artist's income-generating engagement at issue prior to termination, and (3) whether pervasive
21 industry custom and practice concerning the continued payments of post termination commissions
22 applies. (See, e.g., *Milano*, at p. 4-8; *Bates*, supra, Case No. TAC-24469 at p. 4-6; *International*
23 *Creative Management Partners LLC v. Celine Dion* TAC 52673 p. 15-16 ("*Dion*"). The evidence
24 presented to the Labor Commissioner in this matter demonstrates that the answer to all three
25 questions is in the affirmative.

26 **1. A Contract was Formed between the Parties**

27 LOVE argues no contract was formed between the parties because specified terms of the
28 contract were not certain and absent certainty, no contract exists. Specifically, LOVE argues there

1 was no understanding between the parties or meeting of the minds as to whether LOVE was
2 required to pay TGA commissions post termination. We disagree with LOVE's argument and
3 conclude there was an agreement to pay post termination commissions.

4 In order for acceptance of a proposal to result in the formation of a contract, the proposal
5 "must be sufficiently definite, or must call for such definite terms in the acceptance, that the
6 performance promised is reasonably certain." (*Weddington Productions, Inc. v. Flick* (1998) 60
7 Cal.App.4th 793, 811). A proposal "cannot be accepted so as to form a contract unless the terms
8 of the contract are reasonably certain. [¶] The terms of a contract are reasonably certain if they
9 provide a basis for determining...the existence of a breach and for giving an appropriate remedy."
10 (*Id.*) "If, by contrast, a supposed 'contract' does not provide a basis for determining what
11 obligations the parties have agreed to, and hence does not make possible a determination of
12 whether those agreed obligations have been breached, there is no contract." (*Id.*)

13 The evidence and testimony presented at the hearing demonstrates that TGA and LOVE
14 negotiated an oral contract for a 10% commission payment on all of LOVE's earnings in the
15 entertainment industry that was later manifested by the parties' conduct. The essential elements
16 of a contract are that "[p]arties capable of contracting consented with a lawful object and sufficient
17 consideration." (Civ. C. § 1550; *Dion* at 15, Case No. TAC 52673 (citing *Milano*, Case No. TAC
18 10-05 at 6). The existence and terms of an implied contract are manifested by conduct, and such
19 implied contract is formed, in the absence of a written agreement, where the parties' conduct
20 demonstrates a meeting of the minds. (See Civ. C. § 1621; *Dion* at 15, Case No. TAC 52673
21 (citing *Milano*, Case No. TAC 10-05 at 6).

22 The parties do not dispute that an agreement for TGA to procure employment in the
23 entertainment industry is for a lawful purpose. Nor do the parties dispute that LOVE's payment
24 of commissions under any such contract is sufficient consideration. The 10% commission rate
25 paid by LOVE for Season 1 conclusively demonstrates that, similar to the oral contracts in *Dion*
26 and *Milano*, the 2017 Oral Agreement between TGA and LOVE is an implied contract formed
27 between the parties, the existence and terms of which were manifested by the parties' subsequent
28 conduct.

1 The only remaining issue is whether there was an agreement by LOVE to pay TGA
2 commissions post termination. The September 17, 2017 termination email is instructive. LOVE
3 writes directly to TGA and states:

4 **“... If Step Up is renewed for a second season my attorney will advocate and**
5 **distribute commissions due.”** [Emphasis added]

6 This email does not suggest or imply LOVE believed or understood he was not
7 required to pay post termination commissions. The email states exactly the opposite of what
8 LOVE now argues. This is an express promise to pay post termination commissions and the
9 email demonstrates that LOVE knew of his obligation to pay commissions to TGA for
10 TGA’s work performed during the relationship. The fact that LOVE performed his work
11 after termination is irrelevant, so long as the employment was secured during the relationship
12 and prior to termination.

13 **2. TGA Procured *Step-Up* and Negotiated the Series Agreement**

14 The Talent Agencies Act (“TAA”) provides that a “talent agency” is “a person or
15 corporation who engages in the occupation of procuring, offering, promising, or attempting to
16 procure employment or engagements for an artist or artists,” and further states that “[n]o person
17 shall engage in or carry on the occupation of a talent agency without first procuring a license . . .
18 from the Labor Commissioner.” (Labor Code §§ 1700.4(a), 1700.5). The Labor Commissioner
19 has explained that, “[u]nder the Talent Agencies Act, ‘procuring employment’ is not limited to
20 soliciting employment or the initiating of contacts with employers. ‘Procurement’ within the
21 meaning of Labor Code section 1700.4(a) includes active participation in a communication with a
22 potential purchaser of the artists services aimed at obtaining employment for the artist, regardless
23 of who initiated the communication.” (*ICM v. James Bates*, Case No. TAC-24469, p. 5 (2017)
24 (citing *Hall v. X Management*, Case No. TAC 19-90, pp. 29-31 (1992)).

25 Procurement also includes the process of negotiating an agreement for an artist’s services.
26 (*Id.*) (citing *Pryor v. Franklin*, Case No. TAC 17 MP 114 (1982)). There is no dispute that Ochse,
27 on behalf of TGA, procured the Series Agreement for LOVE which lead to the *Step-Up*
28 engagement.

1 **3. Application of Industry Custom and Practice Confirms Post-Termination**
2 **Commissions are Owed**

3 TGA argues that industry custom and practice supports TGA’s contention that TGA is
4 entitled to commission of future seasons of *Step-Up* after termination. We agree. During the
5 hearing, LOVE testified that his understanding of the agreement with TGA for *Step-Up* is that
6 TGA’s payment of commission would be based upon industry custom and practice. Similarly,
7 Ochse from TGA testified that his understanding of the TGA/Love Oral Agreement was based
8 upon industry custom and practice.

9 Like any tool of contract interpretation, industry custom and practice is useful *only to the*
10 *extent it illuminates the parties’ intent.* (See *Paez v. Mut. Indem. Acc., Health & Life Ins. Co. of*
11 *Cal.* (1931) 116 Cal.App. 654, 660 (“The primary purpose in the admission of ‘evidence of
12 industry custom and practice’ is to ascertain the intention of the parties to the contract . . .”).

13 Additionally, it is a pervasive custom and practice in the entertainment industry that “[a]
14 talent agency is entitled to receive post termination commissions for all employment secured by
15 the agency prior to its termination.” (*Bates*, Case No. TAC-24469 at 6 (citing *Paradigm*, Case No.
16 TAC 12728, pp. 13, 16 (2011)). Moreover, “[c]ommissions are owed post termination for monies
17 negotiated by the agent during the term of the agreement and the artist cannot unilaterally
18 determine there is no further obligation to pay for work already performed.” (*Id.*) (citing *Milano*,
19 Case No. TAC 10-05).

20 The termination email is clear and compelling. LOVE promised to pay TGA’s
21 commissions after termination if Season 2 was renewed. This uncontroverted email clarifies that
22 LOVE was aware of the industry custom and practice and intended to apply it to the Oral
23 Agreement. The rule has long been held to extend to work performed without a written contract
24 under the principles of contractual construction:

25 California Civil Code § 1656 states, “all things that in . . . usage are considered as
26 incidental to a contract, or as necessary to carry it into effect, are implied therefrom,
27 unless some of them are expressly mentioned therein . . .”) [sic]; Rest. Contracts
28 2nd §221 (“An agreement is supplemented . . . by a reasonable usage with respect
to agreements of the same type if each party knows or has reason to know of the
usage and neither party knows or has reason to know that the other party has an
intention inconsistent with the usage.”) “. . . if there is a reasonable usage which
supplies an omitted term and the parties know or have reason to know of the usage,

1 it is a surer guide than the court's own judgment of what is reasonable." (Rest.,
2 *supra*, § 221, com. a, p. 151.) "The more general and well-established a usage is,
3 the stronger is the inference that a party knew of or had reason to know of it.
(*Binder v. Aetna Life Ins. Co.* (1999) 75 Cal.App.4th 832, 853;)

4 In short, LOVE promised to pay TGA for Season 2 and that promise is consistent with
5 well-known industry standard and custom. TGA procured and negotiated the Series Agreement
6 and TGA should be compensated for those efforts.

7 Further, California Code of Regulations, Title 8, section 12001(b) states, "[t]o be entitled
8 to the payment of compensation after termination of the contract between the artist and the talent
9 agency, the talent agency shall be obligated to serve the artist and perform obligations with respect
10 to any employment contract or to extensions or renewals of said employment contract or to any
11 employment requiring the services of the artist on which such compensation is based." It was clear
12 through testimony and documentary evidence, TGA was willing and able to conduct services on
13 behalf of LOVE post termination.

14 **B. Statute of Frauds**

15 Respondent argues the Oral Agreement is invalid as a matter of law pursuant to the
16 Statute of Frauds. The common law doctrine embodied by the statute of frauds is codified at Civil
17 Code section 1624, subdivision (a). That subdivision provides, in relevant part: "The following
18 contracts are invalid, unless they, or some note or memorandum thereof, are in writing and
19 subscribed by the party to be charged or by the party's agent: (1) An agreement that by its terms is
20 not to be performed within a year from the making thereof." California courts have routinely held
21 that a contract is invalid under statute of frauds when it is evident from subject matter that the
22 parties contemplated a longer period than one year as time for performance. (*Tostevin v. Douglas*
23 (1958) 160 Cal.App.2d 321, 327.)

24 LOVE argues the contemplated Series Agreement was a period of time up to seven years.
25 LOVE argues because the commission payments would exceed a one-year period of time, the
26 alleged oral contract between Petitioner and Respondents for commissions is invalid as a matter
27 of law.

1 We briefly respond to LOVE’s statute of frauds argument. The doctrine of estoppel to plead
2 the statute of frauds may be applied where necessary to prevent either unconscionable injury or
3 unjust enrichment. (*Monarco v. Lo Greco* (1950) 35 Cal.2d 621, 623–624). Also, in such cases,
4 the doctrine of estoppel to assert the statute of frauds may be applied in the interests of fairness.
5 (*Tenzer v. Superscope, Inc.* (1985) 39 Cal.3d 18, 27). Here, TGA performed the work and we find
6 in the interest of fairness that LOVE should pay commissions to TGA for the work. We, therefore,
7 are not persuaded by LOVE’s statute of frauds argument.³

8 **IV. CONCLUSION**

9 TGA is entitled to a 10% commission rate for Seasons 2 and 3 and any future amounts
10 received by Respondents for Seasons 4-7 under the May 23, 2017 Series Agreement between
11 LOVE and Step-Up Productions, Inc. when such sums become payable to LOVE. TGA is not
12 entitled to commission any amounts in excess of the amounts negotiated for in the original Series
13 Agreement with Step-Up Productions for Season 1-7.

14 **V. ORDER**

15 For the above-stated reasons, IT IS HEREBY ORDERED Petitioner, THE GERSH
16 AGENCY INC., a California Corporation is awarded the following:

17 (1) Awarded commissions in favor of TGA and against Respondents, LANSTON FAIZON
18 SANTISIMA p/k/a “FAIZON LOVE”, and ASSEMBLY ROBOT INC., a California Corporation
19 in an amount equal to ten percent (10%) of the gross compensation earned or received by
20 Respondents from Season 2 of *Step-Up: High Water* for 8 episodes in the amount of \$25,200
21 (\$3,150 x 8 episodes);

22
23 ³ LOVE’s Post-Trial Brief references several facts in support of the position the Amended Series
24 Agreement was a new agreement thereby precluding TGA’s right to commission in accordance with that
25 agreement. Namely, LOVE argues that an increase in LOVE’s episodic rate and the presence of a new
26 distributor for *Step-Up* season 3, constitutes an entirely new agreement, thereby extinguishing LOVE’s
27 requirement to pay TGA commissions for terms previously negotiated in the Series Agreement.

28 There was no legal authority provided in the record to support the argument that the Amended
Series Agreement was a new agreement nor authority provided to support LOVE’s contention that the
renegotiated Amended Series Agreement somehow extinguishes an existing obligation to pay commissions
for services previously rendered during the relationship. Consequently, we decline to conclude in this
instance what is a renegotiation and what facts may or may not extinguish TGA’s contractual right to
commission terms originally negotiated for in the Series Agreement. We, therefore, expressly render no
opinion on this issue.

1 (2) Awarded commissions in favor of TGA and against Respondents, LANSTON FAIZON
2 SANTISIMA p/k/a "FAIZON LOVE", and ASSEMBLY ROBOT INC., a California Corporation
3 in an amount equal to ten percent (10%) of the gross compensation earned or received by
4 Respondents from Season 3 of *Step-Up* for 10 episodes in the amount of \$33,075 (\$3,307.50 x 10);

5 (3) Awarded commissions in favor of TGA and against Respondents, LANSTON FAIZON
6 SANTISIMA p/k/a "FAIZON LOVE", and ASSEMBLY ROBOT INC., a California Corporation
7 in an amount equal to ten percent (10%) of the gross compensation earned or received by
8 Respondents from Seasons 4-7 of *Step-Up* in an amount not to exceed the financial terms
9 negotiated for in the May 23, 2017 Series Agreement;

10 (4) Shall be provided with a written accounting with respect to all monies or other
11 consideration received by or on behalf of LOVE in connection with the May 23, 2017 Series
12 Agreement;

13 (5) Shall be provided a quarterly accounting thereafter; and

14 (6) Awarded interest calculated at ten percent (10%) per annum.

15
16 Dated: July 27, 2021

Respectfully submitted,

17
18 By: 

19 DAVID L. GURLEY
20 Attorney for the California State
21 Labor Commissioner

22 ADOPTED AS THE DETERMINATION OF THE LABOR COMMISSIONER

23
24
25 Dated: July 26, 2021

By: 

26 LILIA GARCIA-BROWER
27 California State Labor Commissioner

1 **PROOF OF SERVICE**

2 (Code of Civil Procedure § 1013A(3))

3 STATE OF CALIFORNIA)
4 COUNTY OF LOS ANGELES) S.S.

5 I, Lindsey Lara, declare and state as follows:

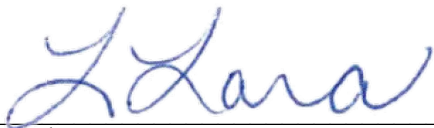
6 I am employed in the State of California, County of Los Angeles. I am over the age of
7 eighteen years old and not a party to the within action; my business address is: 300 Oceangate,
Suite 850, Long Beach, CA 90802.

8 On July 27, 2021, I served the foregoing document described as: **DETERMINATION OF**
9 **CONTROVERSY**, on all interested parties in this action by placing a true copy thereof enclosed
in a sealed envelope addressed as follows:

10 Joseph P. Costa, Esq.; joseph.costa@costalaw.com 11 COSTALAW 12 17383 Sunset Blvd., Ste. A350 Pacific Palisades, CA 90272 13 Attorney for Petitioner	Sergio Bent, Esq.; sbent@bcklegal.com Bent Caryl & Kroll, LLP 6300 Wilshire Blvd., Ste. 1415 Los Angeles, CA 90048 Attorney for Respondent
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- 14 **(BY E-MAIL SERVICE)** I caused such document(s) to be delivered electronically via
15 e-mail to the e-mail address of the addressee(s) set forth above.
- 16 **(BY CERTIFIED MAIL)** I am readily familiar with the business practice for collection
17 and processing of correspondence for mailing with the United States Postal Service. This
18 correspondence shall be deposited with fully prepaid postage thereon for certified mail with
19 the United States Postal Service this same day in the ordinary course of business at our
20 office address in Long Beach, California. Service made pursuant to this paragraph, upon
21 motion of a party served, shall be presumed invalid if the postal cancellation date of postage
meter date on the envelope is more than one day after the date of deposit for mailing
contained in this affidavit.
- (STATE)** I declare under penalty of perjury, under the laws of the State of
California that the above is true and correct.

22 Executed this 27th day of July 2021, at Long Beach, California.

23 
24 _____
25 Lindsey Lara
26 Declarant
27
28