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EUGENE SHVETSKY, Esq. (#301075)  
Law Office of Eugene A. Shvetsky  
25422 Trabuco Road, Suite 105-314  
Lake Forest, CA 92630  
Telephone: (657) 340-5465  
Attorney for Plaintiff MILES BERNAL

**FILED**  
Superior Court of California  
County of Los Angeles

**JUN - 8 2017**

Sherri R. Carter, Executive Officer/Clerk  
By M. Horan Deputy  
M. Horan

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

FAX FILE

MILES BERNAL

Plaintiff,

Vs.

OCEAN VIEW DRIVE, INC.; JIA  
YUETING; JIA YUETING dba OCEAN  
VIEW DRIVE, INC.; DENG CHAOYING;  
DENG CHAOYING dba OCEAN VIEW  
DRIVE, INC.; DENG WEI; DENG WEI  
dba OCEAN VIEW DRIVE, INC.; and  
Does 1-50, inclusive

Defendants

- Case No: **Y C072104**
  - COMPLAINT:**
  - 1. Failure to Pay Wages (including Labor Code § 201, 202, 203, 204, 210, 218, 218.5, 218.6, 558, 1194, 1199)
  - 2. Failure to Provide Rest Periods and Meal Periods or Compensation in Lieu Thereof (including Labor Code § 226.7, 512; IWC Order(s); Cal Code Regs: Title 8, § 11040)
  - 3. Failure to Pay Wages or Provide Employee Records to Terminated Employee (including Labor Code § 201-203, 432, 1198.5, 1199)
  - 4. Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (including Labor Code § 226)
  - 5. Private Attorney General Act
  - 6. Wrongful Discharge in Violation of Public Policy
  - 7. Breach of Contract
  - 8. Conversion
  - 9. Violations of the Cal. Business & Professions Code (including § 17200-17208)
  - 10. Violations of California Department of Fair Employment and Housing Act (including § 12940)
- Date Complaint Filed:**  
**Assigned for all purposes to the Hon. Judge:**  
**Dept.:**

CASE ASSIGNED FOR  
ALL PURPOSES TO  
Judge **RAMONA SEE**  
Dept. **M** Div. \_\_\_\_\_

**DEMAND EXCEEDS \$25,000.00 BUT LESS THAN \$5,000,000.00**

RECEIVED: 06/08/17 01:49 PM  
DATE PAID: 06/08/17 01:49 PM  
FAXED: 06/08/17 01:49 PM  
FILED: 06/08/17 01:49 PM  
CLERK: SHERRI R. CARTER  
COUNTY OF LOS ANGELES  
SUPERIOR COURT  
1000 G STREET, SUITE 100  
LOS ANGELES, CA 90012  
TEL: (213) 875-3800  
FAX: (213) 875-3801  
WWW.COURTS.CA.GOV

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**COMPLAINT**

Plaintiff MILES BERNAL hereby alleges as follows:

**PARTIES**

1. Plaintiff Miles Bernal ("Bernal") is and at all times herein mentioned was an individual residing in the County of Los Angeles, State of California.

2. Defendant Ocean View Drive, Inc. has its principal place of business in Rancho Palos Verdes, California. The principal place of business is located at 7 Marguerite Drive, Rancho Palos Verdes, CA 90275. Attached as "Exhibit A" is the registration with the Secretary of State.

3. Defendant Ocean View Drive is licensed in California as a corporation, identified by corporation number C3704781, within the City of Rancho Palos Verdes.

4. Defendant Deng Chaoying is a resident of Gardena, California, and was at all times mentioned herein an individual residing in the County of Los Angeles, California.

5. Defendant Deng Wei is a resident of Rancho Palos Verdes, and was at all times mentioned herein an individual residing in the County of Los Angeles, California.

6. Defendant Jia Yueting, on information and belief, is a resident of Rancho Palos Verdes, and was at all times mentioned herein an individual residing in the County of Los Angeles, California.

7. Defendants Deng Chaoying dba Ocean View Drive, Inc., Deng Wei dba Ocean View Drive, Inc., and Jia Yueting dba Ocean View Drive, Inc., are individuals operating Ocean View Drive, Inc. as owners.

8. Defendants are collectively referenced herein as "Defendants."

9. Defendants are in the business of purchasing real estate property, upgrading said property, providing guest lodging, and hosting social events on such property. Defendants also provide exterior property maintenance, repair, landscaping, exterior and interior design for the purchased properties.

10. Within the three months preceding Plaintiff's termination, ("LIABILITY PERIOD") Defendants, and each of them, consistently failed to pay wages due to Plaintiff pursuant to California state wage and hour laws.

1 11. During the LIABILITY PERIOD, Defendants, and each of them, had a consistent  
2 policy of unlawfully deducting amounts from non-exempt employee's wages. Defendants also  
3 maintained a consistent policy of failing to indemnify employee for necessary and conditional  
4 losses.

5 12. During the LIABILITY PERIOD, Defendants, and each of them, had a consistent  
6 policy of unlawfully failing to provide rest periods and meal periods, or compensation in lieu  
7 thereof, in violation of California state labor and wage laws (including, but not limited to, California  
8 Labor Code § 226.7, 512, IWC Wage Order(s), Cal. Code Regs., Title 8, § 11040). During the  
9 LIABILITY PERIOD, the Defendants maintained a consistent policy of failing to provide Plaintiff  
10 with rest periods of at least ten (10) minutes per four (4) hours of work or major fraction thereof,  
11 and failed to pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each  
12 workday the rest period is not provided. When meal breaks were provided, Plaintiff was instructed  
13 as to what non-work activities he was permitted to do or where he could go, and remained under  
14 Defendants' control despite without compensation.

15 13. Defendants' failed to pay wages to terminated Plaintiff, in violation of California  
16 wage and labor law (including Labor Code § 201-203, 204, 210, 225.5, and 1199). Defendants'  
17 further failed to provide Plaintiff's wage documentation and employee file upon request.

18 14. During the LIABILITY PERIOD, Defendants', and each of them, have had a  
19 consistent policy of unlawfully failing to comply with California wage and labor law in regards to  
20 employee time sheet documentation (including, but not limited to, Labor Code § 226, 1174, 1175).  
21 This unlawful conduct included the intentional and willful denial to provide Employee time cards  
22 and wage documentation.

23 15. During the LIABILITY PERIOD, Defendants' and each of them, have had a  
24 consistent policy of failing to compensate Plaintiff for travel time and travel expenses in violation  
25 of California wage and labor law (including Industrial Welfare Commission Wage Order No 14-  
26 80, Cal. Code Regs., Title 8, § 11140).

27 16. Plaintiff was unlawfully terminated on or about November 1, 2015.

28 17. The above-described allegations, in addition to the statutory penalties proscribed by

1 law, also constitute a breach of contract between Plaintiff and each Defendant.

2 18. The above-described allegations, in addition to the statutory penalties proscribed by  
3 law, establish that Defendants, and each of them, wrongfully converted property and/or monies  
4 rightfully belonging to Plaintiff and/or similarly situated staff members.

5 19. Plaintiff brings this action pursuant to Labor Code sections 204, 210, 216, 218.5,  
6 218.6, 221, 225.5, 1194, 1199, and 2802 along with any other appropriate California authority and  
7 seeks unpaid wages, penalties, injunctive and other equitable relief, and reasonable attorneys' fees  
8 and costs, in addition to any other penalties available by law. Pursuant to Business and Professions  
9 Code section 17200-17208, Plaintiff also seeks injunctive relief, restitution, and disgorgement of all  
10 benefits Defendants' enjoyed from their failure to pay lawfully due wages.

11 20. The aggregate of all damages and relief sought is in excess of twenty-five thousand  
12 dollars.

## 13 II.

### 14 VENUE AND JURISDICTION

15 21. Plaintiff hereby incorporates paragraphs 1-20, above, as though set forth in full  
16 herein.

17 22. Venue and jurisdiction as to each Defendant are proper in this judicial district,  
18 pursuant to Code of Civil Procedure section 395.

19 23. The true names and capacities, whether individual, corporate, associate, or  
20 otherwise, of defendants sued herein as DOES 1-100, inclusive, are currently unknown to Plaintiff,  
21 who therefore sue by such fictitious names under Code of Civil Procedure section 474. Plaintiff is  
22 informed and believes, and based thereon alleges, that each of the defendants designated herein as  
23 a DOE is legally responsible in some manner for the unlawful acts referenced herein.

24 24. Plaintiff will seek leave of Court to amend this Complaint to reflect the true names  
25 and capacities of the defendants designated hereinafter as DOES when such identities become  
26 known.

27 25. Plaintiff is informed and believes, and based thereon alleges, that each defendant  
28 acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint

1 scheme, business plan, or policy in all respects pertinent to the misfeasance alleged herein, and the  
2 acts of each defendant are legally attributable to the other defendants.

3 **III.**

4 **GENERAL ALLEGATIONS**

5 26. Plaintiff hereby incorporates paragraphs 1-25, above, as though set forth in full  
6 herein.

7 27. Plaintiff is informed and believes, and thereon alleges, that Defendants Deng  
8 Chaoying, Deng Wei, and Jia Yueting dominated the executive decision-making and financial  
9 arrangements of Ocean View Drive, Inc. A unity of interest and ownership existed at all relevant  
10 times such that the separate identities of the corporation and the individuals no longer existed, to  
11 the extent that if the acts of Deng Chaoying, Deng Wei, and Jia Yueting were treated as the acts  
12 of the corporation alone this would promote and lead to an inequitable and unjust result.

13 28. Plaintiff is informed and believes, and thereon alleges, that defendants  
14 Deng Chaoying, Deng Wei, and Jia Yueting:

- 15 (a) Commingled funds and treated company assets as their own, including but  
16 not limited to the personal use of the company vehicles and corporate funds;
- 17 (b) Used office or business locations and employees for both corporate and  
18 personal functions;
- 19 (c) Used Ocean View Drive, Inc. to engage in illegal and improper activities,  
20 including the wrongful employment practices described herein;
- 21 (d) Disregarded legal formalities, including but not limited to: keeping corporate  
22 minutes and maintaining separate corporate records;
- 23 (e) Diverted assets to themselves while maintaining liability in Ocean View  
24 Drive, Inc.;
- 25 (f) Deliberately under-funded Ocean View Drive, Inc.
- 26 (g) Held themselves personally responsible and were parties to the contracts  
27 entered into by Ocean View Drive, Inc.

28 29. Plaintiff alleges that defendants, and each of them, maintained illegal and/or

1 improper workplace policies during the LIABILITY PERIOD. Plaintiff was subjected to the  
2 improper, illegal, or otherwise wrongful workplace policies.

3 30. Defendants maintained a consistent policy of failing to pay wages for hours worked  
4 due to being misclassified as an "exempt" employee.

5 31. Plaintiff, at all relevant times pertinent hereto, was a non-exempt employee within  
6 the meaning of the California Labor Code and within the scope of the rules and regulations of the  
7 IWC California Wage Orders. Plaintiff is a non-exempt employee as he:

8 (a) Did not manage an enterprise or a customarily recognized department or  
9 subdivision;

10 (b) Did not regularly direct the work of two or more subordinate employees, and  
11 did not spend 50% or more of his time supervising or directing any  
12 employees;

13 (c) Did not have authority to hire, fire, set pay scales;

14 (d) Did not discipline employees;

15 (e) At all relevant times, the arrangement was "at-will"

16 32. During the LIABILITY PERIOD, Plaintiff worked for the defendants, and each of  
17 them, and was paid a flat rate.

18 33. Defendants are, and at all relevant times were, aware that they were not in  
19 compliance with California law.

20 34. Defendants' unlawful practices constitute a breach of their duties to Plaintiff and  
21 were deliberate and in callous disregard of Plaintiff's rights.

22 35. Defendants' consistent policy of failing to pay legal wages was willful and  
23 intentional. Defendants' maintained a workplace policy of failing to compensate employees for  
24 hours worked.

25 36. Defendants also failed to provide reimbursement for expenses accumulated during  
26 Plaintiff's tenure.

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**IV.  
FIRST CAUSE OF ACTION  
FAILURE TO PAY WAGES  
As Against all Defendants**

37. Plaintiff hereby incorporates paragraphs 1-36, above, as though set forth in full herein.

38. During the LIABILITY PERIOD, defendants, and each of them, consistently failed to pay wages due to Plaintiff. Plaintiff did not receive wages in compliance with California state wage and hour laws, (including Lab. Code sections 204, 210, 211, 216, 218.5, 218.6, 221, 225.5, 1194, 1199, 2802). Statutory damages are available to Plaintiff.

39. Despite knowing that their conduct was unlawful, defendants, and each of them, acted willfully, maliciously, and oppressively to under-compensate Plaintiff for time worked. Furthermore, each Defendant ratified, authorized, or was aware of the unlawful conduct of each other defendant, such that an award of exemplary/punitive damages is warranted. As a result of the unlawful acts of defendants, and each of them, Plaintiff seeks wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon as available, attorney' fees, and costs, pursuant to the California Labor Code and other relevant provisions of California law.

**V.  
SECOND CAUSE OF ACTION  
FAILURE TO PROVIDE REST PERIODS AND MEAL PERIODS OR COMPENSATION  
IN LIEU THEREOF  
As Against all Defendants**

40. Plaintiff hereby incorporates paragraphs 1-39, above, as though set forth in full herein.

41. During the LIABILITY PERIOD, Defendants, and each of them, have had a consistent policy of unlawfully failing to provide to Plaintiff rest periods and meal periods, or compensation in lieu thereof, in violation of California state labor and wage laws (including, but not limited to, California Lab. Code sections 226.7, 512, IWC Wage Order(s), Cal. Code Regs., Title 8, section 11040).

42. During the LIABILITY PERIOD the Defendants maintained a consistent policy of

1 failing to provide Plaintiff rest periods of at least ten (10) minutes per four (4) hours worked or  
2 major fraction thereof, and failed to pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of  
3 compensation for each workday the rest period is not provided.

4 43. Despite knowing that their conduct was unlawful, Defendants, and each of them,  
5 acted willfully, maliciously, and oppressively. Furthermore, each Defendant ratified, authorized, or  
6 was aware of the unlawful conduct of each other defendant, such that an award of  
7 exemplary/punitive damages is warranted. As a result of the unlawful acts of Defendants, Plaintiff  
8 seeks wages in amounts to be determined at trial, and is entitled to recovery of such amounts, plus  
9 interest and penalties thereon as available, attorney' fees, and costs, pursuant to the California Labor  
10 Code and other relevant provisions of California law.

11  
12 **VI.**  
13 **THIRD CAUSE OF ACTION**  
14 **FAILURE TO PAY WAGES OR PROVIDE EMPLOYEE RECORDS TO TERMINATED**  
15 **EMPLOYEE**  
16 **As Against all Defendants**

17 44. Plaintiff hereby incorporates paragraphs 1-43, above, as though set forth in full  
18 herein.

19 45. Upon Defendants' termination of Plaintiff's employment all wages earned and  
20 unpaid were due and payable within seventy-two (72) hours of termination of employment.  
21 Defendants failed to make such payment upon Plaintiffs' termination of employment, in violation  
22 of California wage and labor laws (including Lab. Code sections 201-203, 1199). Plaintiff did not  
23 receive all wages to which he was entitled.

24 46. Upon Plaintiff's request to inspect or copy records, Defendants were required to  
25 provide such records no later than 21 calendar days from the date of the request. Plaintiff requested  
26 such records on or around December 15, 2016 via regular mail, and Defendants have failed to  
27 comply with said request. Plaintiff's request for records and confirmation of receipt is attached as  
28 "Exhibit B."

47. Despite knowing that their conduct was unlawful, Defendants, and each of them,  
acted willfully, maliciously, and oppressively. Furthermore, each Defendant ratified, authorized, or



1 was aware of the unlawful conduct of each other Defendant, such that an award of  
2 exemplary/punitive damages is warranted. As a result of the unlawful acts of Defendants, Plaintiff  
3 seeks unpaid wages in an amount to be determined at trial, and is entitled to the recovery of such  
4 amount, plus interest and penalties thereon as available, attorney fees, and costs, pursuant to the  
5 California Labor Code and other relevant provisions of California law. Pursuant to Lab. Code  
6 section 203, Plaintiff is entitled to up to thirty (30) days of wages for each day that Defendants, and  
7 each of them, failed to timely pay wages due.

8  
9 **VII.**  
10 **FOURTH CAUSE OF ACTION**  
11 **INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE**  
12 **STATEMENT PROVISIONS**  
13 **As Against all Defendants**

14 48. Plaintiff hereby incorporates paragraphs 1-47, above, as fully set forth herein.

15 49. During the LIABILITY PERIOD, Defendants, and each of them, have had a  
16 consistent policy of failing to provide, semimonthly or at the time of payment of wages, an accurate  
17 itemized statement in writing showing:

- 18 (a) Gross wages earned;
- 19 (b) Total hours worked by the employee;
- 20 (c) All deductions;
- 21 (d) Net wages earned;
- 22 (e) The inclusive dates of the period for which the employee is paid.

23 50. Despite knowing that their conduct was unlawful, Defendants, and each of them,  
24 acted willfully, maliciously, and oppressively to deny Plaintiff with itemized wage statements.  
25 Furthermore, each Defendant ratified, authorized, or was aware of the unlawful conduct of each  
26 other defendant, such that an award of exemplary/punitive damages is warranted. As a result of the  
27 unlawful acts of Defendant, Plaintiff seeks wages in an amount to be determined at trial, and is  
28 entitled to recovery of such amounts, plus interest and penalties thereon as available, attorneys' fees,  
and costs, pursuant to California Labor Code and other relevant provisions of California law.

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**VIII.  
FIFTH CAUSE OF ACTION  
PRIVATE ATTORNEY GENERAL ACT  
As Against all Defendants**

51. Plaintiff hereby incorporates paragraphs 1-50 as though fully set forth herein.

52. Defendants have committed several Labor Code violations against Plaintiff and similarly situated employees.

53. Plaintiff, as an "aggrieved employee," within the meaning of Labor Code section 2698, et seq., acting on behalf of himself and other similarly aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiff and members of the Plaintiff Class. These damages are sought according to proof pursuant to Labor Code section 2699(a) and (f), including but not limited to \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for Labor Code violations, including but not limited to Labor Code 204 and 1194. Plaintiff seeks damages on behalf of himself and on behalf of other employees for the conduct of Defendants set forth herein.

54. On or about February 22, 2017, Plaintiff notified Defendants Ocean View Drive, Inc., Jia Yueting, Chaoying Deng and Deng Wei, and the California Labor and Workforce Development Agency ("LWDA") via certified mail, of Defendants' violations of provisions of the California Labor Code as set forth herein. These letters and confirmation of receipt are attached as "Exhibit C." Plaintiff informed Defendants and the LWDA that he intended to bring a claim for civil penalties under Labor Code section 2698, et seq. Plaintiff will have exhausted Plaintiff's pre-filing requirements under Labor Code section 2698, et seq. as of the time of the filing of this Complaint.

55. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and that of other employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has incurred attorneys' fees and costs which he is entitled to recover under Labor Code section 2699.

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**IX.**  
**SIXTH CAUSE OF ACTION**  
**WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**  
**As Against all Defendants**

56. Plaintiff hereby incorporates paragraphs 1-55 as though fully set forth herein.

57. Plaintiff's employment was terminated, in violation of fundamental public policies of the State of California, with respect to retaliation for reporting to employee(s)/agent(s) of Defendants the labor and wage violations alleged herein.

58. Plaintiff's termination was wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its law, objective, and policies. The conduct that violated said policies is stated in this Complaint.

59. Among the statutory and judicial public policy violated by Defendants' conduct are California Code of Civil Procedure section 527.8, Labor Code section 6400 *et seq.*, and Labor Code section 6310.

60. As a result of said employment relationship, Defendants were obligated to restrain from discharging Plaintiff, or any other employee, for reasons which violate or circumvent said policy, law, or the objectives which underlie each and not to compound their illegal conduct by retaliating against Plaintiff.

61. As a direct and foreseeable result of the aforementioned acts of Defendants and/or their agents, Plaintiff lost and will continue to lose income in an amount to be proven at trial. Plaintiff has also incurred attorney fees. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to Civil Code section 3287 and/or any other applicable provision of the law.

**X.**  
**SEVENTH CAUSE OF ACTION**  
**BREACH OF CONTRACT**  
**As Against all Defendants**

62. Plaintiff hereby incorporates paragraphs 1-61 as though set forth in full herein.

63. Plaintiff and defendants entered into a contract whereby Plaintiff agreed to perform duties as a Club House Business Manager for Defendants.





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**XIV.**  
**PRAYER**

Wherefore, Plaintiff prays as follows:

1. For compensatory damages in an amount according to proof with interest thereon;
2. For economic and/or special damages in an amount according to proof with interest thereon;
3. For premium pay and penalties pursuant to the applicable provisions of the California Labor Code;
4. For premium wages pursuant to the California Labor Code;
5. For punitive/exemplary damages;
6. For attorneys' fees, interest on wages and penalties as available by law, and cost of suit;
7. That DEFENDANTS be found to have engaged in unfair competition in violation of section 17200 of the California Business and Professions Code;
8. That DEFENDANTS be ordered and enjoined to make restitution due to their unfair competition, including disgorgement of wrongfully- obtained revenues, earnings, profits, compensation, and benefits, pursuant to California Business and Professions Code sections 17200, et seq.;
9. For such other and further relief as the Court deems just and improper, including the imposition of injunctive relief upon DEFENDANTS.
10. Prejudgment interest on all due and unpaid wages (Labor Code section 218.6 and Civil Code sections 3287 and 3289);
11. For general damages;
12. Interest on compensatory damages at the legal rate from the date of injury or pursuant to Code of Civil Procedure section 3291;

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DATED: 06/02/2017

LAW OFFICE OF EUGENE A. SHVETSKY

BY: E Shvetsky  
EUGENE SHVETSKY  
Attorney for Plaintiff

EXHIBIT A

EXHIBIT A





**State of California  
Secretary of State**

**S**

**Statement of Information**

(Domestic Stock and Agricultural Cooperative Corporations)

**FEES (Filing and Disclosure): \$25.00.**

If this is an amendment, see instructions.

**IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM**

**FC36648**

**FILED**

In the office of the Secretary of State  
of the State of California

**MAR-04 2016**

**1. CORPORATE NAME**

OCEAN VIEW DRIVE, INC.

**2. CALIFORNIA CORPORATE NUMBER**

C3704781

This Space for Filing Use Only

**No Change Statement** (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
7 MARGUERITE DRIVE, RANCHO PALOS VERDES, CA 90275			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
7 MARGUERITE DRIVE, RANCHO PALOS VERDES, CA 90275			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

**Names and Complete Addresses of the Following Officers** (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
YUETING JIA	7 MARGUERITE DRIVE, RANCHO PALOS VERDES, CA 90275			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
CHAOYING DENG	7 MARGUERITE DRIVE, RANCHO PALOS VERDES, CA 90275			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
CHAOYING DENG	7 MARGUERITE DRIVE, RANCHO PALOS VERDES, CA 90275			

**Names and Complete Addresses of All Directors, including Directors Who are Also Officers** (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
CHAOYING DENG	18455 S FIGUEROA ST, GARDENA, CA 90248			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
WEI DENG	7 MARGUERITE DRIVE, RANCHO PALOS VERDES, CA 90275			
12. NAME	ADDRESS	CITY	STATE	ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

**Agent for Service of Process** If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS	CHAOYING DENG
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY STATE ZIP CODE
7 MARGUERITE DRIVE, RANCHO PALOS VERDES, CA 90275	

**Type of Business**

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  
CORPORATE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

03/04/2016 MEGHA GORE PAYROLL MANAGER  
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

EXHIBIT B

EXHIBIT B

UPS: Tracking Information

<https://wwwapps.ups.com/WebTracking/processPOD?Requester=&track...>



**Proof of Delivery**

[Close Window](#)

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

<b>Tracking Number:</b>	1Z3F1V980171291003
<b>Service:</b>	UPS Next Day Air®
<b>Weight:</b>	.10 lb
<b>Shipped/Billed On:</b>	12/14/2016
<b>Delivered On:</b>	12/15/2016 10:03 A.M.
<b>Delivered To:</b>	PALOS VERDES PENINSULA, CA, US
<b>Left At:</b>	Other - released

Thank you for giving us this opportunity to serve you.

Sincerely,

UPS

Tracking results provided by UPS: 05/12/2017 2:09 P.M. ET

[Print This Page](#)

[Close Window](#)

EXHIBIT C

EXHIBIT C

Tracking Number: 70163010000040328513



Delivered

Product & Tracking Information

See Available Actions

Postal Product:

Features:  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
February 21, 2017, 1:42 pm	Delivered, Left with Individual	SACRAMENTO, CA 95814
Your item was delivered to an individual at the address at 1:42 pm on February 21, 2017 in SACRAMENTO, CA 95814.		
February 21, 2017, 6:21 am	In Transit to Destination	
February 20, 2017, 5:36 am	Departed USPS Facility	WEST SACRAMENTO, CA 95799
February 19, 2017, 7:50 pm	In Transit to Destination	

Tracking Number: 70163010000040328520



Delivered

### Product & Tracking Information

[See Available Actions](#)

Postal Product:

Features:  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
February 22, 2017, 10:57 am	Delivered, Left with Individual	RANCHO PALOS VERDES, CA 90275
Your item was delivered to an individual at the address at 10:57 am on February 22, 2017 in RANCHO PALOS VERDES, CA 90275.		
February 22, 2017, 9:22 am	In Transit to Destination	
February 21, 2017, 9:22 am	Arrived at USPS Facility	LOS ANGELES, CA 90052
February 18, 2017, 6:58 am	In Transit to Destination	

EXHIBIT D

EXHIBIT D



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

January 20, 2017

Miles Bernal

, California

**RE: Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 849889-271514  
Right to Sue: Bernal / Chaoying Deng Ocean View Drive, Inc

Dear Miles Bernal,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective January 20, 2017 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing