Case No. S275431

In The Supreme Court of the State of California

GEORGE HUERTA,

Plaintiff and Respondent,

v.

CSI ELECTRICAL CONTRACTORS, INC.,

Defendant and Petitioner.

On Certified Questions from the
United States Court of Appeals for the Ninth Circuit, Case No. 21-16201

After an Appeal from the United States District Court for the Northern District of California, Honorable Beth Labson Freeman, District Court Judge Case Number 5:18-CV-06761-BLF

AMICUS CURIAE BRIEF IN SUPPORT OF RESPONDENT CSI ELECTRICAL CONTRACTORS, INC.

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AMICUS CURIAE BRIEF IN SUPPORT OF RESPONDENT CSI ELECTRICAL CONTRACTORS, INC.

I.

INTRODUCTION AND SUMMARY OF ARGUMENT

In addition to the arguments made by Respondent in its Answer Brief on the Merits, the Court should answer each of the three certified questions posed by the Ninth Circuit Court of Appeals in the negative for the following reasons.

The right to and conditions of off-duty meal periods can be collectively bargained between signatory employers and unions and even bargained away for an employee employed in the construction industry covered by a qualifying collective bargaining agreement pursuant to Labor Code Sections 512(e)-(f) and IWC Wage Order 16 Section 10(E). This statutory exemption to the right to receive a meal period extends to a claim for unpaid wages for time spent during a designated meal period restricted to the employer's premises. Further, when working on remote job sites where there is no practical ability for a worker to leave the geographic boundaries of the site during the collectively bargained meal period, the meal periods taken by employees working under a qualifying collective bargaining agreement do not constitute "hours worked." Rather, those employees are subject to a modified definition of "hours worked" under Wage Order 16, Section 10(E), by which their meal periods cannot be considered compensable. Moreover, any question of what constitutes "hours worked" under the terms of the collectively bargained meal period provision at issue necessarily herein hinges on an interpretation of the terms of the negotiated collective bargaining agreement's meal period provisions. Thus Plaintiff's claim that he was not relieved of all duty during his meal period and therefore is entitled to compensation is preempted under federal labor law.

Further, a general rule that meal periods on remote jobsites are compensable because there is no opportunity for employees to leave the site would be hugely overbroad and detrimentally affect the entire construction industry. In the event the Court finds that Plaintiff's claim is not preempted under federal labor law, the meal periods taken by Plaintiff and the other employees at the jobsite giving rise to this action were compensable "hours worked," its decision should be limited to the facts of the case before it.

Secondly, neither the time spent by employees "badging out" at a security gate nor the time they spend waiting in a personal vehicle to do so, constitutes "hours worked" under either the control prong or the "suffer and permit" prong when only the slightest bit of employee exertion is required, the level of employer control is low, and any activity by the employee is not cognizable as work.

Thirdly, employee time spent traveling to or from a construction jobsite cannot be considered "hours worked" simply because the employees are subject to certain prohibitions or because they encounter a security gate/ checkpoint at which they must show a badge. A general rule regarding the compensability of travel time or time spent exiting a work site cannot be derived from the underlying facts and should not be imposed on the construction industry based on the factual record before the Court.

II.

THE MEAL PERIODS AT ISSUE DO NOT CONSTITUTE HOURS WORKED

A. California's Statutory Minimum Wage Requirements Do Not Override the Meal Period Exemption for Construction Employees Working Under a Qualifying Collective Bargaining Agreement.

The third certified question posed by the Ninth Circuit asks whether the exemptions under Labor Code Sections 512(e)-(f) and Wage Order 16 Section 10(E) eliminate the employer's obligation to pay minimum wage for

the meal periods of employees working under a qualified collective bargaining agreement when the employees are not required to engage in any employer-mandated activities but are prohibited from leaving the worksite during their designated meal period. See, Order Certifying Questions to the Supreme Court of California, *Huerta v. CSI Electrical Contractors, Inc.* (9th Cir. 2022) 39 F.4th 1176, 1177 ("Certifying Order").

Labor Code Section 512 sets forth employee meal period requirements, but Sections 512(e) and (f) expressly exempt from those requirements employees employed in a construction occupation if covered by a valid collective bargaining agreement that meets the requirements set forth in section 512(e)(2). Wage Order 16, Section 10(E) provides a corresponding exemption for construction employees working under a qualifying collective bargaining agreement. These exemptions allow union signatory employers to bargain over meal period rights and to set alternative meal period terms that provide lesser protection than otherwise provided in the Labor Code for employees subject to Labor Code Section 512(e)-(f). Through the collective bargaining process, employers are free to negotiate alternative meal periods terms and conditions, including the length of meal periods and whether employees are relieved of duty. *Araquistain v. Pac. Gas & Elec. Co.* (2014) 229 Cal.App.4th 227, 238.

This right to bargain over meal period rights, and to bargain away the right to be relieved of all duty, is not overridden by the right of employees to be paid minimum wages for all hours worked under Labor Code Section 1197 and the wage orders. In *Durham v. Sachs Elec. Co.*, (N.D. Cal., Dec. 23, 2020) Case No. 18-cv-04506-BLF , the court correctly concluded that the express statutory exemption for employees covered by collective bargaining agreements who bargain for the terms of their meal periods extends to a derivative claim for unpaid wages. *Id.* at 9-10. In reaching this conclusion, the Court relied, in part, on *Gutierrez v. Brand Energy Servs. of Cal., Inc.*

(2020) 50 Cal. App. 5th 786, which held that an employer owes an employee minimum wages even where a qualifying collective bargaining agreement exempts certain travel time because Wage Order 16 § 5(D) (permitting travel time/ reporting pay requirements to be bargained away) express exemption relating to the right at issue. The court in Gutierrez distinguished the meal period claim in *Araquistain, supra,* where such an express statutory exemption existed regarding meal period rights. Following this reasoning, the *Durham* court found that the express statutory exemption for the right at issue, i.e., the right to receive a meal period during which the employee is relieved of all duty, extended to a derivative wage claim based on the employer's failure to release him of all duty during his meal period.

This Court should adopt the sound reasoning of *Durham* and *Gutierrez*. Just like in *Durham*, Plaintiff's claim is barred by the express statutory exemption to the Labor Code Section 512 meal period right set forth in Labor Code Sections 512(e) and (f).

B. There Is No Conflict Between The Meal Period Exemption For Employees Working Under A Qualifying Collective Bargaining Agreement And The Minimum Wage Requirements Of Labor Code Sections 1194 And 1197.

Labor Code Sections 1194 and 1197 establish the right of all employees to be paid at least minimum wages. The "hours worked" for which minimum wages must be paid is defined by the Wage Orders. *See, Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038, 1042, 1046; *Morillion v. Royal Packing Company* (2000) 22 Cal.4th575, 581. Wage Order 16, Section 4(A) expressly provides that employees must be paid the applicable minimum wage for "all hours worked" while Section 2(J) defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

Petitioner erroneously argues that the right to be paid at least minimum wages set forth in Labor Code Sections 1194 and 1197 is not impacted by the meal period exemption for employees working under qualifying collective bargaining agreements found in Wage Order 16, Section 10(E). Petitioner's Reply Brief at pp. 33-34. Pursuant to Section 10(E), employees working under collective bargaining agreements meeting certain requirements are exempt from other provisions of Section 10, including Section 10(D) which provides that "[u]nless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and *counted as time worked.* (Emphasis added.)

There is no conflict between these two provisions. Wage Order 16 both defines "hours worked" (in Section 2(J)) and provides a modified definition of "hours worked" with respect to unpaid meal periods of employees subject to a qualifying collective bargaining agreement through Section 10(E). That exemption effectively establishes that time spent on meal breaks by employees working under a qualifying collective bargaining agreement should not be "considered time worked" when the employees are not relieved of all duty and control. Because the right of Petitioner and other construction employees to receive minimum wages for "all hours worked" derives from Wage Order 16, they are likewise subject to the Wage Order's modification for employees working under qualifying collective bargaining agreements.

Thus Petitioner's contention that Wage Order 16's meal period exemption for employees working under qualifying collective bargaining agreements conflicts with the right to be paid at least minimum wages for all hours worked is plainly erroneous. Section 10(E) modifies the definition of "all hours worked" to exclude CBA meal periods encompassed by the exemption. Such an interpretation is consistent with the rule articulated by

this Court that, where a wage order and statute overlap, the Court will seek to harmonize them as it would with two statutes. *Brinker v. Superior Court* (2012) 53 Cal 4th 1004, 1027.

C. Petitioner's claim is preempted by Section 301 of the LMRA.

Whether Petitioner (and other union construction employees) working under qualifying collective bargaining agreements are entitled to additional wages for time during their collectively bargained meal period is a right that "exists solely as a result of the CBA." *Kobold v. Good Samaritan Reg'l Med. Ctr.*, (9th Cir. 2016) 832 F.3d 1024, 1032. Hence Petitioner's claim is pre-empted under Section 301 of the Labor Management Relations Act, 29 U.S.C., Section 186. Alternatively, should it be determined that Petitioner's state law minimum wage hours worked claim is not a right that is created by the CBA, it is preempted because Petitioner's entitlement to wages is "substantially dependent on an analysis of the collective bargaining agreement." *Allis Chalmers v. Lueck*, 471 U.S. 202, 220. The Court should not seek to establish meal period pay guidelines or rules for the construction industry that experienced and knowledgeable multi-employer employer associations representing hundreds of signatory employers and craft unions representing tens of thousands union workers CBA have negotiated and will continue to negotiate for union construction workers like Petitioner. Disputes should be left to the arbitrator or adjudicator established by the qualifying CBA to determine such issues due to the parties' confidence "in their knowledge of the common law of the shop." *Curtis v. Irwin Indus., Inc.* (9th Cir. 2019) 913 F.3d 1146, 11523 . The Court should resist Petitioner's s invitation to ignore the collectively-bargained dispute resolution process in this instance.

D. The Court Should Not Establish A Broad Rule Regarding Restricted Meal Periods Based On The Facts Of This Case.

Amici further submits that California courts have not addressed the issue of whether employee meal periods are compensable when no work activity is required of employees but they cannot functionally leave the geographic boundaries of a construction project within the time allocated for their meal periods per the terms of their negotiated collective bargaining agreement. While in *Bono Enterprises, Inc. v. Bradshaw*, (1993) 32 Cal.App.4th 968, , the court held that a meal period was compensable where the employees were prohibited from leaving the premises, it was evident that it was possible for employees to leave the premises as the court noted that certain employees could leave if they made prior arrangements to reenter. 32 Cal.App.4th at 975, 978, fn. 4. In *Brinker Restaurant Corp. v. Superior Ct.* (2012) 53 Cal.4th 1004, this Court stated that an employee must be free to leave the premises during their meal period. *Id.* at 1036. However, *Brinker* similarly did not analyze the situation where employees have no functional ability to leave the expansive geographic boundaries of a construction work site or whether remaining on-site constituted "hours worked." Neither case involved a worksite in which permission to leave would be meaningless as employees did not have the functional ability to leave and return to the jobsite work area during a 30-minute meal period.

However, the Court should not use this litigation as an opportunity to issue a broad rule regarding whether an employer has an obligation to compensate employees for their meal period when their freedom to travel off the worksite is restricted due to the nature or location of the jobsite itself. Petitioner worked under a collective bargaining agreement which satisfied the requirements under the meal period exemptions of Labor Code Sections 512(e) and (f), and it is the interplay between those provisions and the "hours worked" requirement that the Court is asked to determine. An overarching rule which goes beyond the question at issue by requiring employers to compensate employees for their meal periods whenever they are

geographically restricted during their meal period without taking into account the numerous and diverse situations in which such restrictions may occur, would have enormous negative consequences on the entire construction industry and unnecessarily encroach on the collective bargaining parties' including Petitioner's union representative, to establish the parameters of an unpaid meal period on a construction jobsite.

Further, as noted above, the question certified to this Court assumes that employees are actively "prohibited from leaving." Consequently, the Court need not develop a broad rule as to what circumstances constitute being "prohibited from leaving" a worksite or for the purposes of compliance with Labor Code section 512's meal period requirements and Wage Order 16's "hours worked" provision.

III.

TIME SPENT BY EMPLOYEES WAITING TO EXIT AND EXITING THROUGH A SECURITY GATE IS NOT COMPENSABLE "HOURS WORKED"

The Ninth Circuit's first certified question pertains to the security check procedure during employees' exit from the project site, including the time spent waiting in line for such process. Specifically, the Ninth Circuit has asked this Court whether the time employees spend on the employer's premises in a personal vehicle and waiting to scan an identification badge, have a security guard "peer into the vehicle" and exit a security gate is compensable "hours worked" under Wage Order 16. Certifying Order at 1179.

A. The Time Employees Spend Waiting to Reach the Security Gate is Not Hours Worked under the Control Prong.

The time spent by employees waiting in line to pass through the security gate is not compensable hours worked. This Court previously rejected the notion that any measure of employee control necessarily

transforms employee time into "hours worked." Instead, the Court affirmed that the determinative factor is the amount or "level" of the employer's control over the employees. *Frlekin, supra*, 8 Cal. 5th at 1051. The Court further held that another factor to be considered is whether the activity benefits the employee or employer. *Id.* at 1056. In *Frlekin, supra*, the Court concluded that the time employees spent waiting to go through the required security check process before exiting the store at which they worked demonstrated a sufficient level of control to constitute "hours worked." *Id.* Employees were required to search for and locate an available security guard or manager before they could begin the exit search process, and they sometimes waited up to 45 minutes for an available guard or manager. 8 Cal. 5th at 1044, 1051.

Petitioner and the other employees at his jobsite were subject to vastly less employer control during their time waiting to "badge out" and pass through the security gate. Unlike in *Frlekin*, the employees leaving the project site were not required to search for and locate a security guard or anyone else before they could exit. Rather, employees sat in their personal vehicles, miles away from the worksite, where they were free to engage in activities such as listening to music, chatting with passengers, talking on their cell phones, or eating a snack. The passive activity of sitting in their car waiting did not in itself benefit the employer.

Moreover, here, waiting in line itself was not a requirement of the employer. Rather, the line formed due to the fact that many employees left work at approximately the same time and not all of them could proceed through the security gate simultaneously. In this way, the line was similar to the back-up one might experience when exiting a parking garage after work ends. In contrast, in *Frlekin, supra*, the time each worker spent waiting to leave an Apple Store was necessary to the security check process. Each worker was stopped and required to wait on the employer's premises (and

was therefore subject to all of the employer's store rules and restrictions) while a security guard or manager performed a thorough inspection of their belonging for the employer's benefit.

Here, the extremely minimal level of employer control while employees waited to exit through the security gate, combined with the fact that the wait itself was not an employer requirement and did not in itself benefit the employer compels the opposite conclusion as that reached by this Court in *Frlekin*: Employee time waiting to pass through the security gate and badge out is not compensable time worked.

B. The Time Spent by Employees During the Badge Out Process is Not Hours Worked Under the Control Prong.

The security check process itself was extremely minimal and distinctly different from that in *Frlekin, supra*. In that case, prior to leaving the Apple Store at which they worked, employees were subject to personal package checks during which they were required to "open every bag, brief case, back pack, purse, etc.," remove any item sold by Apple, wait while the serial number of the technology in the employee's possession was verified against the personal technology log, unzip zippers and compartments and remove items from the bag so that the bag check can be completed. 8 Cal 5th at 1044. Here, when workers reached the security gate, workers they merely were required to present their identification badges for scanning by a security guard. Sometimes, the security guard also peered inside the vehicle or truck bed, although it is unclear how often they did so. Certifying Order at 1180. There is no indication in the record that employees were required to leave their vehicles during the inspection, speak to the security guard or perform any activity other than putting down the window of their vehicle and presenting their badge. In stark contrast to the security check in *Frlekin*, this "badge out" process reasonably could take only a few seconds and required only the tiniest bit of effort on the part of employees. These facts show that

the low level of employer control during the security check process is not sufficient to transform the minimal amount of time spent by the employee going through the process into "hours worked" under the control prong.

C. The Court Should Not Use This Litigation to Establish a General Rule Regarding Security Exits.

As shown above, the level of employer control over employees while waiting to exit through the security gate and while badging out is utterly insufficient to transform that time into "hours worked." However, in the event the Court determines that the facts here require either segment of time to be compensated as "hours worked," there is no basis for it to expand such a holding to all security check processes that occur at the worksite perimeters. A multitude of variables, such as the time spent waiting, the extent to which employees are subject to employer rules, and the extent to which they are required to engage in any activities during the security check process, can significantly affect the analysis regarding control and compensability, making a single rule applicable to all perimeter security checks unworkable and inappropriate.

There is certainly no basis for an even broader rule that, where any type of exit process exists, it is presumed the employer exercises sufficient control such that wait and exit time are always considered compensable "hours worked." Such an extremely broad rule would have serious adverse economic effects on the construction industry, in which a controlled project perimeter is common, without considering the multitude of individualized scenarios and processes that can exist at construction jobsites and which will bear on the employer's level of control. For example, employees may be required to engage in such minimal security check activities as holding an identification badge up to a security guard while walking through an entrance/exit gate without stopping or holding a badge in front of a machine for a second or two for scanning at an entrance/exit gate. These processes

involve the smallest level of employer control and show that a single overarching rule applicable to all exit processes is inappropriate. In addition, a broad rule applicable to all security exit processes would transform time which has been up to now been considered by the construction industry as non-compensable time into compensable time, wreaking economic havoc on construction budgets. For these reasons, the Court should decline to formulate any generally-applicable rule that security exit processes constitute time worked.

D. The Time Spent by Employees Exiting the Job Site is Not Compensable under the "Suffer or Permit" Prong.

This Court has stated that "hours worked" also includes all the time the employee is "suffered or permitted to work" when the employer has or should have knowledge of the employee's work. *Frlekin, supra*, 8 Cal.5th at 1046; *Morillion, supra*, 22 Cal. 4th 575, 582. In *Morillion*, the Court explained that an employee is "suffered or permitted to work" when the employee is working, but not subject to the employer's control, such as unauthorized overtime when an employee voluntarily *continues* to work at the end of a shift with the employer's knowledge. *Ibid.* The appellate court in *Hernandez v. Pac. Bell Telephone Co.* (2018) 29 Cal. App. 5th 131, held that the term "work" for purposes of the "suffer or permit" prong is appropriately defined as "tasks or exertion that a manager would recognize as work." *Id.* at 142.

This Court should adopt the common-sense definition of "work" set forth in *Hernandez*. It ties the determination of what constitutes work to the very individuals most familiar with and oversees an employee's work. It also provides a framework to determine what tasks will be recognized as work and rejects the notion that any activity or form of exertion may be considered work. In doing so, it provides an important limitation on what will be

recognized work under the "suffer and permit prong" and will help forestall ridiculous assertions, like that made by Petitioner here, that any activity or form of exertion constitutes work under the suffer or permit prong.

As noted above, the activity required of Petitioner and other workers was limited to waiting in their personal vehicle, lowering the window of their vehicle, presenting a badge, and sometimes waiting a few seconds while a security guard peered into their vehicle. None of these simple tasks reasonably would be recognized as work by a manager on a construction site or by anyone else for that matter. Thus, adopting the definition of "work" used by the court in *Hernandez*, the time spent by Petitioner waiting to exit and exiting the job site is not compensable "hours worked."

IV.

THE TIME SPENT DRIVING BETWEEN THE SECURITY GATE AND THE WORKSITE IS NOT COMPENSABLE TRAVEL TIME OR "HOURS WORKED"

A. The Travel Between the Security Gate and the Parking Lot is Not Akin to the Mandated Travel Time in *Morillion*.

In *Morillion, supra*, the employer required employees to be present at a specific time and place where they boarded company-furnished buses to the worksite. This Court found that the time employees spent traveling on the employer-provided buses must be compensated as "time worked" because of the level of control exerted by the employer. Unlike in a normal commute, the employees had no discretion regarding when to leave, how to travel or what stops to make during their commute. 22 Cal.5th at 586-87.

Here, the travel by Petitioner and other employees between the security gate and the parking lot has no similarity to the employee travel on employer-furnished buses in *Morillion*. The security gate was not a place of first reporting. While employees needed to pass through the security check point by a certain time in order to reach the parking lot at the designated time,

they were not *required* to report to the security gate at a specific time to take the next step of mandated, exclusive travel. As such, it is no different than a worker knowing that he must pass any particular point during his commute by a certain time in order to reach his workplace at the required time. Neither the fact that the employees, like virtually all employees, were required to report to work at a specified time nor the fact that they had to first pass through a security check point serves to transform the security gate into a place of first reporting or the employees' subsequent commute into "mandatory travel." Because the security gate is not a first place of reporting, the time spent traveling from the security gate to the parking lot is not "employer-mandated travel" as described in *Morillion* and is not compensable time under Section 5(A) of Wage Order 16. Rather, it is merely a necessary part of the employees' normal commute to the worksite, even though a portion of commute is through private property.

B. The Travel Time Between The Security Gate and the Parking Lot is Not Hours Worked.

The travel time between the security gate and the parking lot, both to and from the jobsite, likewise does not constitute "hours worked" under the control prong. The mere fact that such travel is confined to a single roadway does not render it "controlled" by the employer. Many, if not most, work locations, at some point during an employee's commute, can only be accessed by traveling on a single road. Further, the rules relating to travel across the access road do not reach the requisite level of control to render the travel time compensable. It appears that anyone, including non-employees, traveling across the access road would be subject to these same rules, which were in part designed to prevent harm to endangered species. The fact that employees must abide by basic safety and civility rules applicable to others traveling on the same road cannot be considered such control by the employer so as to transform the employee's travel time into compensable

time. Any different conclusion would render the control analysis nothing more than a proximity analysis, in which employees must be compensated for all time at the workplace. Employers must be able to require that employees abide by the same basic standards and rules expected of others without the risk of inadvertently creating compensable time.

Moreover, the travel to the jobsite is not compensable just because employees are required to pass through an access checkpoint. California law does not require that all time on a company worksite must be compensable from the time the employee engages in his first activity of any kind, such as getting of a car, opening the office door, or passing through a checkpoint. Rather, "hours worked" consists of either controlled time or suffered and permitted work. See, *See's Candy Shops, Inc. v. Sup. Ct.* (2012) 210 Cal.App.4th 889, 910-911 (finding that 10-minute grace period before scheduled start time during which employees could clock in but were not required to perform any work was not compensable time in the absence of actual control or work performed). *Id.* at 910-911. Here, during their travel between the security gate and the parking lot, employees performed no work and were not subject to the employer's control such that their travel time is compensable.

Indeed, construction worksites routinely include roadways with basic road rules, single roads or driveways to and from the site, checkpoints, and other restrictions. Accordingly, any rule that creates compensable time based on these factors will have a serious detrimental effect on contractors throughout the State and would conflict with federal law which permits employers to control ingress and egress to a construction site. *See, Ironworkers Local 433 v. NLRB* (9th Cir. 1979) 598 F.2d 1154, 1156.

V.

CONCLUSION

Based on the foregoing, the Court should hold that none of the employee time described in the three certified questions constitutes compensable time or "hours worked" under California law.

Dated: November 28, 2022

Respectfully submitted,

SIMPSON, GARRITY, INNES & JACUZZI P.C.

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CERTIFICATE OF WORD COUNT

(Cal. Rules of Court, Rule 8.504(1)(d))

The text of this Application and *Amicus Curie* brief consists of 4,699 words, including all footnotes, as counted by Microsoft Word, the computer program used to generate this Petition.

Dated: Novewmber 28, 2022

Respectfully submitted,

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By_____
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PROOF OF SERVICE BY U.S. MAIL

I, the undersigned, hereby declare that I am over the age of eighteen years and not a party to the within action. My business address is 601 Gateway Boulevard, Suite 950, South San Francisco, California 94080.

On the date indicated below, I served by mail, a true copy of the following documents:

AMICUS CURIAE BRIEF IN SUPPORT OF RESPONDENT CSI ELECTRICAL CONTRACTORS, INC.

I am readily familiar with the practice of this business for collection and processing of documents for mailing with the United States Postal Service. Documents so collected and processed are placed for collection and deposit with the United States Postal Service that same day in the ordinary course of business. The above-referenced document(s) were placed in (a) sealed envelope(s) with postage thereon fully prepaid, addressed to each of the below listed parties and such envelope(s) was (were) placed for collection and deposit with the United States Postal Service on the date listed below at South San Francisco, California.

United States Court of Appeals for the Ninth Circuit The James R. Browning Courthouse 95 7th Street San Francisco, CA 94103	Hon. Beth Labson Freeman District Judge United States District Court for the Northern District of California 280 South 1st Street San Jose, CA 95113
Case No.: 21-16201	Case No.: 5:18-CV-06761-BLF
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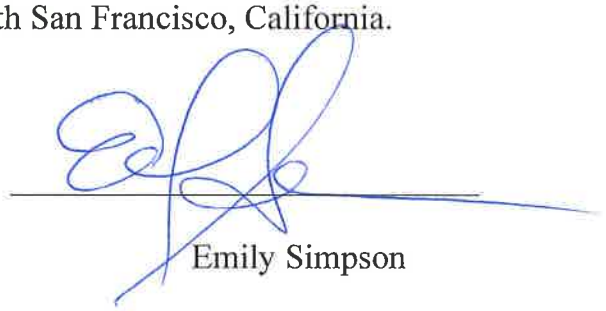
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 28, at South San Francisco, California.



Emily Simpson

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **HUERTA v. CSI ELECTRICAL CONTRACTORS (FIRST SOLAR)**
Case Number: **S275431**
Lower Court Case Number:

1. At the time of service I was at least 18 years of age and not a party to this legal action.

2. My email address used to e-serve: **emily@sgijlaw.com**

3. I served by email a copy of the following document(s) indicated below:

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APPLICATION	Application of LA NECA to File Amicus Curiae Brief (00577726x9CEC8)
BRIEF	LA NECA Amicus Curiae Brief (00577727x9CEC8)

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

11/28/2022
Date

/s/Emily Simpson
Signature

Simpson, Emily (Other)
Last Name, First Name (PNum)

Simpson, Garrity, Innes & Jacuzzi

Law Firm