

EXHIBIT 2
MOTION TO STRIKE



FILED

10/14/26

09:31 AM

A2605012

1 **Fox Rothschild LLP**

Jeffrey Grant (SBN 218974)

2 jgrant@foxrothschild.com

Matthew Follett (SBN 325481)

3 mfollett@foxrothschild.com

10250 Constellation Blvd., Suite 900

4 Los Angeles, CA 90067

Telephone: 310-598-4150

5 Facsimile: 310-556-9828

6 Attorneys for Defendant,

RACE TELECOMMUNICATIONS, LLC

7
8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**
11 **UNLIMITED JURISDICTION**

12 JEREMIAH MANQUIZ, individually, and on behalf
13 of other members of the general public similarly
situated,

14 Plaintiff,

15 v.

16 RACE TELECOMMUNICATIONS, LLC, and
DOES 1-20,

17 Defendants.

Case No.: CIVSB2621521

Hon. Carlos M. Cabrera

Dept. S24

**NOTICE OF MOTION AND MOTION TO
STRIKE PORTIONS OF COMPLAINT BY
DEFENDANT RACE
TELECOMMUNICATIONS, LLC**

*(Filed concurrently with Demurrer;
Declaration of Matthew Follett; [Proposed]
Order; and Proof of Service)*

1 **NOTICE OF MOTION**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on February 11, 2027, at 9:00 AM, or as soon thereafter as the
4 matter may be heard, in Department S24 of the above-entitled Court, located at 247 West Third Street,
5 San Bernardino, California 92415, Defendant Race Telecommunications, LLC (“Race” or “Defendant”)
6 will move and does hereby move this Court, pursuant to California Code of Civil Procedure sections 435
7 and 436, for an order striking the following from Plaintiff’s Complaint:

8 (1) Paragraphs 3, 82(c), and 83 (Automatic Renewal Law allegations) and Paragraph 52 (ARL-
9 based class definition);

10 (2) The phone-call-based class allegations at Paragraphs 18, 53, and 89(a), to the extent they
11 are incorporated into the class misrepresentation theory;

12 (3) Paragraph 101(d) (punitive damages prayer);

13 (4) The word “disgorgement” from Paragraph 101(c), or alternatively, an order limiting the
14 prayer to restitution as authorized by Business and Professions Code section 17203.

15 This motion is based upon this Notice of Motion and Motion, the accompanying Memorandum of
16 Points and Authorities, the Declaration of Counsel, the [Proposed] Order, the pleadings and records on
17 file in this action, and such further evidence and argument as may be presented at or before the hearing of
18 this motion.

19
20 Dated: October 6, 2026

FOX ROTHSCHILD LLP

21 By /s/ Matthew Follett
22 Jeffrey Grant
23 Matthew Follett
24 Attorneys for Defendant,
25 RACE TELECOMMUNICATIONS, LLC
26
27
28

TABLE OF CONTENTS

	Page
I. INTRODUCTION	6
II. BACKGROUND	7
III. LEGAL STANDARD.....	8
IV. ARGUMENT	9
A. THE ARL ALLEGATIONS AND CLASS DEFINITION BASED ON THEM SHOULD BE STRICKEN.....	9
1. CPUC-Regulated Telecommunications Providers Like Race Are Exempt From the ARL Under Business and Professions Code Section 17605	9
2. The Legislature’s Choice of “Regulated By” In Section 17605 Forecloses Plaintiff’s Judicially Invented Limitation	9
3. Plaintiff’s Cited Authorities Do Not Support a Narrow Reading of Section 17605.....	10
4. Plaintiff’s Alternative Pleading Strategy Does Not Save the ARL Allegations	11
5. The ARL Defect Warrants Striking With Prejudice	11
B. Without the ARL, the Primary Class Definition Has No Legal Foundation, and It Is Independently Deficient.....	11
1. The Class Definition Collapses If the ARL Exemption Applies	12
2. The Class Definition Also Requires Individualized Inquiry Incompatible With Class Treatment	12
C. THE PUNITIVE DAMAGES PRAYER SHOULD BE STRICKEN	13
1. Section 3294(b) Requires Identification of a Qualifying Corporate Actor.....	13
2. The Complaint Relies on Precisely the Conclusory Boilerplate That Section 3294(b) Forecloses.....	13
D. THE DISGORGEMENT REQUEST SHOULD BE STRICKEN	14
1. Private UCL Plaintiffs Are Limited to Injunctive Relief and Restitution	14
2. “Disgorgement” Is Not Harmless Redundancy: It Seeks an Unauthorized Remedy	15
3. The Deficiency Is Incurable, and Striking Should Be Without Leave to Amend.....	15
V. CONCLUSION.....	15

TABLE OF AUTHORITIES

Page(s)

Cases

<i>In re BCBG Overtime Cases</i> (2008) 163 Cal.App.4th 1293	8
<i>Cho v. Chang</i> (2013) 219 Cal.App.4th 521	11
<i>Cortez v. Purolator Air Filtration Products Co.</i> (2000) 23 Cal.4th 163	14
<i>Cruz v. HomeBase</i> (2000) 83 Cal.App.4th 160	13
<i>Gibbs v. American Airlines, Inc.</i> (1999) 74 Cal.App.4th 1	9
<i>Grieves v. Superior Court</i> (1984) 157 Cal.App.3d 159	13
<i>Korea Supply Co. v. Lockheed Martin Corp.</i> (2003) 29 Cal.4th 1134	7, 14, 15, 16
<i>Kraus v. Trinity Management Services, Inc.</i> (2000) 23 Cal.4th 116	14
<i>People v. Johnson</i> (2013) 57 Cal.4th 250	9, 15
<i>Pink Dot, Inc. v. Teleport Communications Group</i> (2001) 89 Cal.App.4th 407	11
<i>Rose v. Bank of America, N.A.</i> (2013) 57 Cal.4th 390	10, 11
<i>Stafford v. Shultz</i> (1954) 42 Cal.2d 767	8
<i>Tellez v. Rich Voss Trucking, Inc.</i> (2015) 240 Cal.App.4th 1052	8
<i>Uber Technologies Pricing Cases,</i> (2020) 46 Cal.App.5th 963	9, 10
<i>White v. Ultramar, Inc.</i> (1999) 21 Cal.4th 563	13
<i>Willis v. City of Carlsbad</i> (2020) 48 Cal.App.5th 1104	8

Statutes

Bus. & Prof. Code § 17024.....	9, 10
Bus. & Prof. Code § 17203.....	14, 15
Bus. & Prof. Code § 17602, subd. (a)(1)	9, 12
Bus. & Prof. Code § 17602, subd. (a)(2)	9, 12
Bus. & Prof. Code § 17602, subd. (a)(3)	9, 12
Bus. & Prof. Code § 17605.....	9, 10, 11
Bus. & Prof. Code § 17605, subd. (b).....	6, 9, 15
Cal. Civ. Code § 3294.....	13
Cal. Civ. Code § 3294, subd. (b).....	6, 13
Cal. Code Civ. Proc. § 435	6, 8, 15
Cal. Code Civ. Proc. § 436	6, 8, 15
Cal. Code Civ. Proc. § 436, subd. (a)	8, 11
Cal. Code Civ. Proc. § 436, subd. (b)	8, 11
California’s Automatic Renewal Law, Bus. & Prof. Code § 17600 <i>et seq.</i>	<i>passim</i>
Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4 (2005).....	8
Consumers Legal Remedies Act, Cal. Civ. Code § 1750 <i>et seq.</i>	6, 7, 11
Electronic Funds Transfer Act, 15 U.S.C. §§ 1693–1693r.....	8
National Bank Act, 12 U.S.C. § 38.....	10
Unfair Competition Law, Bus. & Prof. Code § 17200 <i>et seq.</i>	<i>passim</i>
Unfair Practices Act, 15 U.S.C. § 45	10

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Defendant Race Telecommunications, LLC (“Race” or “Defendant”) moves to Strike Portions of
4 Plaintiff’s Complaint under Code of Civil Procedure sections 435 and 436. This Motion is filed
5 concurrently with Defendant’s Notice of Demurrer and Demurrer to Complaint (“Demurrer”).

6 Plaintiff Jeremiah Maniquiz’s (“Plaintiff”) Complaint asserts three causes of action — violation
7 of the Unfair Competition Law, Business and Professions Code section 17200 *et seq.* (“UCL”); violation
8 of the Consumers Legal Remedies Act, Civil Code section 1750 *et seq.* (“CLRA”); and common law
9 conversion. All arise from his claims that Race improperly debited his bank account twice for \$748.25
10 after he canceled his residential internet service in October 2024. Plaintiff seeks class-wide relief on behalf
11 of himself and all California consumers allegedly subjected to Race’s billing practices, including actual
12 damages, restitution, disgorgement, punitive damages, and injunctive relief.

13 While the Demurrer challenges the legal sufficiency of the putative class allegations that Plaintiff
14 asserts, this Motion targets discrete allegations and prayer items that are legally deficient or seek remedies
15 California law does not authorize. The Complaint is riddled with them, and they should be struck
16 regardless of whether the surrounding claims survive.

17 *First*, the Complaint incorporates California’s Automatic Renewal Law, Business and Professions
18 Code section 17600 *et seq.* (“ARL”), as a predicate for its UCL claim and defines the putative class by
19 citing to ARL disclosure requirements. These allegations fail as a matter of law. The Complaint itself
20 admits at paragraph 44 that Race “operates as a telecommunications provider subject to certain oversight
21 by the California Public Utilities Commission” (“CPUC”). Business and Professions Code section 17605,
22 subdivision (b), expressly exempts from the ARL any service provided by a CPUC-regulated business.
23 Because Race is such an entity, the ARL does not apply, and the Court should strike the ARL-based
24 allegations and class definition with prejudice.

25 *Second*, the Complaint’s punitive damages prayer fails to satisfy Civil Code section 3294,
26 subdivision (b). The statute permits punitive damages against a corporation only where an officer, director,
27 or managing agent authorized, ratified, or participated in the alleged conduct. But the Complaint identifies
28 no such individual. Its boilerplate allegations attributing “ratification” to “Defendant” — the corporate

entity itself — are insufficient. A corporation acts only through its agents, and Plaintiff must plead *which* agent, at the requisite level of corporate authority, sanctioned the conduct that it purports.

Third, the Complaint’s UCL prayer seeks “disgorgement” alongside restitution. The California Supreme Court, however, has held that nonrestitutionary disgorgement is unavailable to private UCL plaintiffs. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1148.) Private litigants may obtain only injunctive relief and restitution — the return of money the defendant acquired *from the plaintiff* — not the broader remedy of stripping defendant profits. The word “disgorgement” must thus also be stricken.

For the reasons set forth below, Race respectfully requests that this Court grant the Motion to Strike.

II. BACKGROUND

Race is a telecommunications provider regulated by the California Public Utilities Commission. (Compl. ¶ 44.) The Complaint alleges that Race debited Plaintiff’s bank account twice on a single invoice for \$748.25 in November 2024, after Plaintiff canceled internet service in October 2024. (Compl. ¶¶ 16, 22, 26.) Plaintiff alleges Race transmitted a “Refund Receipt” representing that the first charge had been reversed, but that no refund was processed. (Compl. ¶¶ 24, 25.) Plaintiff’s bank reversed one of the two debits three days later. (Compl. ¶ 30.)

The Complaint relies on allegations of telephone calls between Race and Plaintiff. Paragraphs 18, 53, and 89(a) incorporate phone-call allegations into the class misrepresentation theory, asserting that Race made oral representations to consumers during enrollment. The class definition at Paragraph 52 turns on what disclosures each consumer received, whether those disclosures were “clear and conspicuous,” and whether each consumer provided “affirmative consent.”

The Complaint asserts three causes of action: violation of the UCL (Count I), violation of the CLRA (Count II), and common law conversion (Count III). It seeks class-wide relief on behalf of California consumers. The UCL claim incorporates alleged ARL violations as a predicate for the statute’s unlawful prong (Compl. ¶¶ 82(c), 83) and defines a class based on ARL disclosure requirements (Compl. ¶ 52). The Complaint acknowledges at Paragraph 44 that Race “operates as a telecommunications provider subject to certain oversight by the California Public Utilities Commission.” The prayer for relief seeks

1 punitive damages against Race as a corporate entity yet identifies no officer, director, or managing agent
2 alleged to have authorized or ratified the challenged conduct. (Compl. ¶ 101(d).) The prayer also requests
3 “disgorgement” in addition to restitution. (Compl. ¶ 101(c).)

4 These claims were previously asserted in the United States District Court for the Central District
5 of California¹. Plaintiff’s federal complaint, filed in January 2026, included five causes of action,
6 including one under the Electronic Funds Transfer Act (“EFTA”) and a standalone ARL claim. On April
7 17, 2026, Race moved to dismiss all counts. On April 29, 2026, Plaintiff filed a First Amended Complaint
8 that omitted the standalone ARL claim. Race filed a second motion to dismiss directed at the EFTA claim.
9 In May 2026, Plaintiff voluntarily dismissed the EFTA claim without prejudice, leaving only state-law
10 causes of action. The court ordered Plaintiff to show cause regarding subject-matter jurisdiction and, on
11 June 22, 2026, dismissed the action without prejudice after determining that jurisdiction under the Class
12 Action Fairness Act (“CAFA”) had not been established. Plaintiff’s Complaint in this Court reasserts the
13 same state-law theories.

14 **III. LEGAL STANDARD**

15 Code of Civil Procedure sections 435 and 436 authorize striking “irrelevant, false, or improper
16 matter” from any pleading, or any pleading “not drawn or filed in conformity with the laws of this state.”
17 (Code Civ. Proc., § 436, subds. (a)–(b).) A motion to strike complements a demurrer because while a
18 demurrer tests the sufficiency of entire causes of action, the motion to strike excises discrete allegations
19 and prayer items that are legally deficient even if the count otherwise survives. (*Stafford v. Shultz* (1954)
20 42 Cal.2d 767, 782.) The court should accept factual allegations as true but need not accept legal
21 conclusions. (*Willis v. City of Carlsbad* (2020) 48 Cal.App.5th 1104, 1112.)

22 Class allegations that are facially defective may be defeated at the pleading stage by motion to
23 strike; the appropriateness of class treatment need not await certification. (*Tellez v. Rich Voss Trucking,*
24 *Inc.* (2015) 240 Cal.App.4th 1052, 1062; *In re BCBG Overtime Cases* (2008) 163 Cal.App.4th 1293,
25 1298.)

26
27
28 ¹ Case No. 5:26-CV-00136-KK-AJR.

1 **IV. ARGUMENT**

2 **A. THE ARL ALLEGATIONS AND CLASS DEFINITION BASED ON THEM**
3 **SHOULD BE STRICKEN**

4 **1. CPUC-Regulated Telecommunications Providers Like Race Are Exempt**
5 **From the ARL Under Business and Professions Code Section 17605**

6 The ARL allegations at paragraphs 3, 82(c), and 83, and the ARL-based class definition at
7 paragraph 52, should be stricken. Business and Professions Code section 17605 exempts CPUC-regulated
8 entities from the ARL as a matter of law and Race is such an entity.

9 The ARL imposes disclosure and consent obligations when making automatic renewal offers.
10 (Bus. & Prof. Code, § 17602, subd. (a)(1)–(3).) But Section 17605(b) exempts “[a]ny service provided by
11 a business ... [that] is regulated by the CPUC, the Federal Communications Commission, or the Federal
12 Energy Regulatory Commission.” (Bus. & Prof. Code, § 17605, subd. (b).)

13 Here, The Complaint establishes the predicate for Race’s exemption. Paragraph 44 alleges that
14 “Defendant operates as a telecommunications provider subject to certain oversight by the California Public
15 Utilities Commission (‘CPUC’).” (Compl. ¶ 44.) This is a binding judicial admission. (*Gibbs v. American*
16 *Airlines, Inc.* (1999) 74 Cal.App.4th 1, 11 [“A complaint’s factual allegations constitute judicial
17 admissions binding on the plaintiff.”].)

18 **2. The Legislature’s Choice of “Regulated By” In Section 17605 Forecloses**
19 **Plaintiff’s Judicially Invented Limitation**

20 Statutory interpretation begins with plain meaning; if unambiguous, that meaning controls, and
21 courts must give significance to every word rather than rendering any surplusage. (*People v. Johnson*
22 (2013) 57 Cal.4th 250, 260.) The text here is unambiguous. Section 17605 exempts services provided by
23 a business that “is regulated by” the CPUC. The Legislature’s choice of “regulated by” creates an entity-
24 status exemption. Had the Legislature intended a narrower construction, it could have conditioned the
25 exemption on CPUC approval of the practice at issue. It did not. Reading such a limitation into the statute
26 would render “regulated by” surplusage and substitute judicial gloss for legislative text.

27 *Uber Technologies Pricing Cases* (2020) 46 Cal.App.5th 963 is instructive. The First District
28 confronted the same interpretive question under Business and Professions Code section 17024, which

1 exempts from the Unfair Practices Act services “for which rates are established under the jurisdiction of”
2 the CPUC. (*Id.* at p. 974.) The plaintiffs argued the exemption applied only when the CPUC had actually
3 set rates — the same conduct-specific gloss Plaintiff urges here. (*Id.* at p. 973.) The court rejected that
4 construction, holding that the exemption turns on whether the CPUC has “jurisdictional authority” to
5 regulate, “not on whether [it] has chosen to exercise its power in a particular instance.” (*Id.* at p. 976.)
6 Adopting the plaintiffs’ narrower reading, the court explained, would “read critical words out of the
7 statute,” excising “under the jurisdiction of” and replacing it with “by the CPUC.” (*Id.*)

8 The same reasoning applies here. Reading section 17605 to require CPUC approval of the specific
9 billing practice would excise “regulated by” and replace it with “authorized by.” The Legislature did not
10 enact that rewrite. Just as the court in *Uber Technologies* refused to narrow section 17024 to only those
11 rates the CPUC had actually set, this Court should refuse to narrow section 17605 to only those billing
12 practices the CPUC has specifically approved.

13 **3. Plaintiff’s Cited Authorities Do Not Support a Narrow Reading of Section** 14 **17605**

15 Paragraphs 44 through 48 of the Complaint marshal authorities in an effort to sidestep section
16 17605. None withstands scrutiny.

17 Plaintiff relies on *Rose v. Bank of America, N.A.* (2013) 57 Cal.4th 390 for the proposition that
18 “the existence of a separate statutory enforcement scheme does not preclude a parallel action under the
19 UCL” and that “[t]o forestall an action under the [UCL], another provision must actually ‘bar’ the action
20 or clearly permit the conduct.” (*Id.* at pp. 398–399; see Compl. ¶ 44.) But *Rose* addressed the interplay
21 between the UCL and other generally applicable statutory enforcement schemes: specifically, whether the
22 National Bank Act preempted state UCL claims against a national bank. (*Id.* at pp. 396–397.) The Court’s
23 holding that the UCL provides “remedies cumulative to those established by other laws” (*id.* at p. 399)
24 speaks to the general relationship between the UCL and other enforcement regimes. It does not address a
25 specific, express statutory exemption enacted within a particular regulatory scheme.

26 Section 17605 is an express legislative carve-out within the ARL itself. It exempts a defined
27 category of businesses. When the Legislature enacts a specific exemption within a statute, that exemption
28 is the “express provision to the contrary” that *Rose* itself acknowledged could foreclose a UCL action.

1 (*Ibid.*) Plaintiff’s reliance on *Rose* unwittingly proves Race’s point: it confirms that an express statutory
2 provision can bar a UCL claim, and section 17605 is precisely such a provision.

3 The Complaint also cites *Pink Dot, Inc. v. Teleport Communications Group* (2001) 89 Cal.App.4th
4 407. But *Pink Dot* involved a tariff-based defense: the defendant argued that its filed tariff limited liability
5 for intentional misconduct, and the court held that a Public Utilities Commission tariff could not insulate
6 a utility from “intentionally tortious conduct.” (*Id.* at pp. 413–416.) Section 17605, by contrast, is an
7 express legislative enactment exempting an entire category of regulated businesses from the ARL. *Pink*
8 *Dot* does not address, let alone limit, such an exemption.

9 4. Plaintiff’s Alternative Pleading Strategy Does Not Save the ARL Allegations

10 Plaintiff’s alternative pleading at paragraph 48, which asserts that the UCL claims survive
11 independently of the ARL, is an implicit concession that the ARL theory cannot stand on its own.
12 Moreover, whether the UCL claim has other viable predicates such as the CLRA or conversion is
13 irrelevant to whether ARL-specific allegations should remain in the operative complaint. A motion to
14 strike targets discrete defects within a pleading and does not require the movant to show that the entire
15 claim is doomed. (Code Civ. Proc., § 436, subs. (a)–(b); *Cho v. Chang* (2013) 219 Cal.App.4th 521,
16 527.) If the ARL does not apply to Race, ARL-violation allegations are “irrelevant” and “improper” matter
17 that should be struck regardless of whether other theories survive.

18 5. The ARL Defect Warrants Striking With Prejudice

19 The ARL defect warrants striking with prejudice because no amendment can cure it. Section
20 17605’s exemption turns on Race’s CPUC-regulated status. This is something the Complaint concedes.
21 Because this regulatory status is immutable, leave to amend would be futile, and the Court should strike
22 paragraphs 3, 82(c), and 83 with prejudice.

23 B. WITHOUT THE ARL, THE PRIMARY CLASS DEFINITION HAS NO LEGAL 24 FOUNDATION, AND IT IS INDEPENDENTLY DEFICIENT

25 The class definition at paragraph 52 should be stricken on two independent grounds. First, striking
26 the ARL allegations necessarily eliminates the primary class definition, which derives from the ARL’s
27 disclosure requirements. Second, even assuming some ARL obligations survive, the class definition is
28

1 independently deficient: its operative terms require an individualized, consumer-by-consumer inquiry that
2 defeats community of interest on the face of the pleading.

3 **1. The Class Definition Collapses If the ARL Exemption Applies**

4 The Complaint defines the “Class” as “[a]ll persons in California who ... were enrolled in
5 Defendant’s automatically renewing internet service or subscription plan without Defendant providing
6 clear and conspicuous automatic renewal terms, obtaining affirmative consent to those terms, and/or
7 providing a compliant acknowledgment.” (Compl. ¶ 52.) Every definitional element tracks the disclosure
8 obligations of section 17602(a)(1)–(3) — obligations that exist *only because* the ARL creates them.
9 Without the ARL, the class definition lacks a legal anchor.

10 **2. The Class Definition Also Requires Individualized Inquiry Incompatible**
11 **With Class Treatment**

12 Even if some ARL obligations managed to survive, the class definition would still be deficient.
13 Paragraph 52’s operative terms require determining for each putative class member: (a) what disclosures
14 were presented at enrollment; (b) whether those disclosures were sufficiently “clear and conspicuous”; (c)
15 whether the consumer provided “affirmative consent”; and (d) whether the consumer received a
16 “compliant acknowledgment.” Each inquiry depends on the specific communications exchanged between
17 Race and the particular consumer at the particular time of enrollment.

18 Plaintiff alleges that Race employs “standardized, centralized, and automated billing and payment
19 processing systems.” (Compl. ¶ 56.) It’s an allegation, however, that addresses post-enrollment billing,
20 not the enrollment disclosures. What disclosures each consumer received will vary by how they enrolled,
21 the date, and the service plan. This inquiry incompatible with class treatment because it is individualized
22 on its face.

23 To the extent the class definition is stricken because the exemption eliminates any ARL-based
24 duty, striking should be with prejudice because the deficiency is legal and incurable. What remains after
25 striking the ARL-based class definition is the narrower Misrepresentation Subclass, which rests on a
26 different theory and is addressed separately in the concurrently filed Demurrer.

1 **C. THE PUNITIVE DAMAGES PRAYER SHOULD BE STRICKEN**

2 The Complaint fails to satisfy Civil Code section 3294, subdivision (b)'s heightened pleading
3 requirements for punitive damages against a corporate defendant. Despite alleging conduct Plaintiff
4 characterizes as willful or malicious, nowhere does the Complaint identify an officer, director, or
5 managing agent who authorized, ratified, or participated in the challenged conduct. This is a prerequisite
6 that no factual detail about underlying billing practices can cure.

7 **1. Section 3294(b) Requires Identification of a Qualifying Corporate Actor**

8 Civil Code section 3294, subdivision (b) provides that a corporation is not liable for punitive
9 damages unless “the advance knowledge and conscious disregard, authorization, ratification or act of
10 oppression, fraud, or malice” is “on the part of an officer, director, or managing agent of the corporation.”
11 (Civ. Code, § 3294, subd. (b).) This reflects a legislative judgment that punitive damages should not be
12 imposed on a corporate entity solely on the acts of rank-and-file employees. Liability attaches only when
13 a sufficiently senior corporate actor — one with authority to set or influence corporate policy —
14 participated or sanctioned the wrongful conduct. (*Cruz v. HomeBase* (2000) 83 Cal.App.4th 160, 167
15 “[T]he law does not impute every employee’s malice to the corporation. Instead, the punitive damage
16 statute requires proof of malice among corporate leaders.”].)

17 The California Supreme Court clarified this requirement in *White v. Ultramar, Inc.* (1999) 21
18 Cal.4th 563. A “managing agent” within the meaning of section 3294 is not simply any supervisory
19 employee, but an individual who “exercise[s] substantial discretionary authority over significant aspects
20 of a corporation’s business.” (*Id.* at p. 573.) A complaint that fails to plead such an individual or facts
21 from which the existence and involvement of such an individual can be inferred does not state a viable
22 punitive damages claim. (*Grieves v. Superior Court* (1984) 157 Cal.App.3d 159, 164.)

23 **2. The Complaint Relies on Precisely the Conclusory Boilerplate That Section**
24 **3294(b) Forecloses**

25 The Complaint’s punitive damages allegations are textbook boilerplate. Paragraph 8 alleges that
26 Race “controlled, directed, approved, and/or ratified the billing, payment processing, and account
27 management practices that gave rise to the unauthorized debits, continued billing after cancellation, false
28 refund receipts, and wrongful retention of consumer funds.” Paragraph 12 alleges that “Defendant ratified

1 each and every act or omission complained of herein and accepted the benefits of the wrongful conduct
2 described above.”

3 Neither paragraph identifies any officer, director, or managing agent. Both attribute conduct to
4 “Defendant” — the corporate entity itself. But a corporation acts only through its agents, and Plaintiff
5 does not identify *which* agent, at the requisite level of seniority, authorized or ratified the wrongful
6 conduct. Pleading that “Race” ratified misconduct, without more, is circular: it asserts corporate liability
7 for punitive damages without satisfying the statutory predicate for such liability.

8 **D. THE DISGORGEMENT REQUEST SHOULD BE STRICKEN**

9 The word “disgorgement” should be stricken from paragraph 101(c). Nonrestitutionary
10 disgorgement is not an available remedy in a private UCL action. The California Supreme Court has
11 circumscribed the remedies available to private UCL plaintiffs: injunctive relief and restitution. Nothing
12 more. Disgorgement, which is distinct from and far broader than restitution, falls outside this remedial
13 framework. (*Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 127.)

14 **1. Private UCL Plaintiffs Are Limited to Injunctive Relief and Restitution**

15 The UCL’s remedial framework is narrow by design. Business and Professions Code section
16 17203 authorizes courts to “make such orders or judgments ... as may be necessary to restore to any
17 person in interest any money or property ... which may have been acquired by means of such unfair
18 competition.” (Bus. & Prof. Code, § 17203.) The operative word is “restore.” The statute permits only the
19 return of funds that the defendant acquired *from the plaintiff*, not the broader stripping of all defendant
20 profits — including those with no relationship to any plaintiff’s loss.

21 The California Supreme Court confirmed these boundaries in *Korea Supply Co. v. Lockheed*
22 *Martin Corp.*, *supra*, 29 Cal.4th 1134. The Court held that it “has never approved of nonrestitutionary
23 disgorgement of profits as a remedy under the UCL.” (*Id.* at p. 1148.) Only restitution—the return of
24 money the defendant wrongfully obtained *from the plaintiff*—is available. Nonrestitutionary disgorgement
25 of the defendant’s total profits is not. (*Id.* at pp. 1148–1150; *see also Cortez v. Purolator Air Filtration*
26 *Products Co.* (2000) 23 Cal.4th 163, 173–177 [UCL restitution in a class action is limited to restoring
27 money the defendant acquired *from* class members; it does not measure the defendant’s total gain].) This
28

1 forecloses any theory permitting a class to recover profits in excess of the class’s aggregate losses, which
2 is precisely what disgorgement, as distinct from restitution, purports to accomplish.

3 **2. “Disgorgement” Is Not Harmless Redundancy: It Seeks an Unauthorized**
4 **Remedy**

5 The Complaint’s prayer seeks “[r]estitution and disgorgement on behalf of Plaintiff and the Class
6 of all monies improperly obtained or retained by Defendant, including through unlawful, unfair, and
7 fraudulent business practices.” (Compl. ¶ 101(c).) The conjunctive phrasing—“restitution *and*
8 disgorgement”—demonstrates that the Complaint treats these as distinct remedies. If Plaintiff intended
9 only restitution, “disgorgement” would be superfluous; elementary principles of pleading construction
10 counsel against reading any term as surplusage. (*See People v. Johnson, supra*, 57 Cal.4th at p. 260
11 [significance must be given to every word].)

12 The inclusion of “disgorgement” alongside “restitution” has real consequences. By requesting
13 both, the Complaint attempts to expand the remedial universe beyond what section 17203 authorizes,
14 positioning Plaintiff to argue at class certification and trial that Race’s total profits are at issue instead of
15 the funds allegedly taken from class members. (*Korea Supply, supra*, 29 Cal.4th at pp. 1149–1150.)

16 **3. The Deficiency Is Incurable, and Striking Should Be Without Leave to**
17 **Amend**

18 The deficiency is substantive: the California Supreme Court has held that nonrestitutionary
19 disgorgement is unavailable to private UCL plaintiffs. (*Korea Supply, supra*, 29 Cal.4th at pp. 1148–
20 1149.) No amendment can change the law and because the defect is legal rather than factual, leave to
21 amend would be futile. The Court should strike “disgorgement” from paragraph 101(c) with prejudice.
22 The remainder of this particular prayer is unaffected and may proceed.

23 **V. CONCLUSION**

24 The challenged allegations and prayer items are irrelevant, false, or improper matter subject that
25 should be stricken under Code of Civil Procedure sections 435 and 436. The ARL allegations and
26 derivative class definition fail as a matter of law: the Complaint’s own admission that Race is CPUC-
27 regulated triggers the express exemption in Business and Professions Code section 17605, subdivision (b).
28 No amendment can cure a statutory exemption. The punitive damages prayer fares no better: it names no
officer, director, or managing agent who authorized or ratified the challenged conduct. The disgorgement

1 request seeks a remedy the California Supreme Court has declared categorically unavailable to private
2 UCL plaintiffs. (*Korea Supply Co. v. Lockheed Martin Corp.*, *supra*, 29 Cal.4th at p. 1148.) Race
3 respectfully requests that this Court grant the Motion to Strike.
4

5 Dated: October 6, 2026

FOX ROTHSCHILD LLP

6
7 By /s/ Matthew Follett
Jeffrey Grant
Matthew Follett
8 Attorneys for Defendant,
9 RACE TELECOMMUNICATIONS, LLC
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **FOX ROTHSCHILD LLP**
Jeffrey Grant (SBN 218974)
2 jgrant@foxrothschild.com
Matthew Follett (SBN 325481)
3 mfollett@foxrothschild.com
10250 Constellation Blvd., Suite 900
4 Los Angeles, CA 90067
Telephone: 310-598-4150
5 Facsimile: 310-556-9828

6 Attorneys for Defendant,
RACE TELECOMMUNICATIONS, LLC
7

8
9 **SUPERIOR COURT OF CALIFORNIA**
COUNTY OF SAN BERNARDINO
10 **UNLIMITED JURISDICTION**

11
12 JEREMIAH MANQUIZ, individually, and on behalf
of other members of the general public similarly
13 situated,

14 Plaintiff,

15 v.

16 RACE TELECOMMUNICATIONS, LLC, and
DOES 1-20,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No.: CIVSB2621521
Hon. Carlos M. Cabrera
Dept. S24

**DECLARATION OF MATTHEW
FOLLETT IN SUPPORT OF MOTION
TO STRIKE BY DEFENDANT RACE
TELECOMMUNICATIONS, LLC**

*(Filed concurrently with Memorandum of
Points and Authorities ISO Motion to
Strike; [Proposed] Order; and Proof of
Service)*

1
2
3
4
5
6
7
8
9
1
1
1
1
1
1
1
1
1
2
2
2
2
2
2
2
2
2
2

1. I am an attorney at Fox Rothschild LLP, counsel for Defendant, RACE TELECOMMUNICATIONS, LLC ("Defendant"). I have personal knowledge of the facts stated herein, except for those stated on information and belief, and if called as a witness, I could and would competently testify to them. I submit this declaration in support of Defendant's Motion to Strike under California Code of Civil Procedure sections 435 and 436.

2. Race was served with the Complaint in the above-captioned action on August 23, 2026, which placed the deadline for its responsive pleading on September 22. The parties agreed to extend the deadline 15 days pursuant to California Rules of Court, Rule 3.110(d), which placed the new deadline on October 7, 2026.

3. I tried to meet and confer with counsel for Plaintiff about the substance of this Motion. On September 26, 2026, I sent counsel for Plaintiff a meet and confer letter that outlined Race's intent to file a demurrer and motion to strike and the arguments for same, along with the statutory authorities on which the demurrer and motion to strike would rest. The letter asked that counsel provide their availability to discuss before the October 2nd deadline to meet and confer. The letter went unanswered. A true and correct copy of the meet and confer letter is attached to this declaration as **Exhibit 1**.

/s/ Matthew Follett
Matthew Follett

EXHIBIT 1



Constellation Place
10250 Constellation Boulevard, Suite 900
Los Angeles, CA 90067
☎ 310.598.4150 📠 310.556.9828
www.foxrothschild.com

MATTHEW FOLLETT
Direct No: 424.285.7068
Email: mfollett@foxrothschild.com

September 25, 2026

VIA E-MAIL ONLY

Todd M. Friedman, Esq.
tfriedman@toddfllaw.com

Adrian R. Bacon, Esq.
abacon@toddfllaw.com

Meghan E. George, Esq.
mgeorge@toddfllaw.com

Law Offices of Todd M. Friedman, P.C.
23586 Calabasas Rd., Suite 105
Calabasas, CA 91302

Re: *Jeremiah Maniquiz v. Race Telecommunications, LLC, et al.*
Case No. CIVSB2621521, Superior Court of California, County of San Bernardino
Meet and Confer About Intended Demurrer and Motion to Strike by Defendant
Race Telecommunications, LLC

Counsel:

We represent Race Telecommunications, LLC ("Race") and write pursuant to Code of Civil Procedure sections 430.41 and 435.5. Race intends to demur and move to strike portions of the Complaint. The defects are fundamental; several cannot be cured by amendment.

A Pennsylvania Limited Liability Partnership

California Nevada Colorado New Jersey Delaware New York District of Columbia North Carolina Florida Oklahoma Georgia Pennsylvania Illinois South Carolina Massachusetts Texas Minnesota Missouri Washington



A. The UCL's "Unlawful" Prong Fails to the Extent It Relies on ARL Violations as a Predicate

The Complaint's UCL theory rests on alleged violations of the Automatic Renewal Law (ARL), Business and Professions Code section 17600 et seq. That theory fails as a matter of law. Business and Professions Code section 17605(b) exempts from the ARL any service provided by a business regulated by the CPUC. The Complaint admits at paragraph 44 that Race "operates as a telecommunications provider subject to certain oversight by the [CPUC]." That is a binding judicial admission. (*Gibbs v. American Airlines, Inc.* (1999) 74 Cal.App.4th 1, 11.)

The statute says "regulated by" — not "approved by" or "supervised as to the specific practice." The Legislature's word choice creates an entity-status exemption. Had it intended a narrower scope, it could have conditioned the exemption on CPUC approval of the particular renewal practice at issue. It did not. Reading such a limitation into the text renders "regulated by" surplusage. (*People v. Johnson* (2013) 57 Cal.4th 250, 260.)

Further, a UCL claim predicated on a statute that does not apply to the defendant states no cause of action. (*Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.* (1999) 20 Cal.4th 163, 180.) Race's CPUC-regulated status is immutable. No amendment can cure this defect.

B. The Putative Class Definition Fails as a Matter of Law

The class definition at paragraph 52 is tied to ARL disclosure requirements: clear and conspicuous terms, affirmative consent, and compliant acknowledgment. Without the ARL, the definition has no legal anchor. The defect is legal and incurable. Striking should be with prejudice.

Even if some ARL obligations survived, the class definition would still fail. Determining whether each class member received adequate disclosures, provided "affirmative consent," and obtained a "compliant acknowledgment" requires consumer-by-consumer analysis incompatible with class treatment.



C. The Misrepresentation Subclass Cannot Establish Commonality

The misrepresentation claims turn on individualized telephone interactions, including the October 15, 2024 cancellation call, the November 15, 2024 equipment-return call, and the November 17-18 follow-up calls. Each putative class member's claim depends on what Race's representative said to that consumer. That is the antithesis of commonality. (*Knapp v. AT&T Wireless Services, Inc.* (2011) 195 Cal.App.4th 932, 941; *Davis-Miller v. Automobile Club of Southern California* (2011) 201 Cal.App.4th 106, 118; *Tucker v. Pacific Bell Mobile Services* (2012) 208 Cal.App.4th 201, 221.) Conclusory allegations of "uniform" practices do not survive demurrer. (*Schermer v. Tatum* (2016) 245 Cal.App.4th 912, 925.)

The CLRA requires actual reliance. (*Nelson v. Pearson Ford Co.* (2010) 186 Cal.App.4th 983, 1022.) Whether other class members received the same representations, understood them the same way, and changed their conduct in reliance cannot be determined on a class-wide basis.

D. The ARL Allegations and Class Definition Based on Them Should Be Stricken

Paragraphs 3, 82(c), 83, and 52 should be stricken under Code of Civil Procedure sections 435 and 436. Each rests on the ARL, which does not apply to Race. The basis is the CPUC exemption analysis discussed above.

The defect warrants striking with prejudice. Race's CPUC-regulated status cannot change. Plaintiff's alternative pleading at paragraph 48, which asserts that the UCL claims survive independently of the ARL, virtually concedes the point. Whether the UCL has other predicates is irrelevant to whether ARL-specific allegations should remain. (*Cho v. Chang* (2013) 219 Cal.App.4th 521, 527.)

E. The Punitive Damages Prayer Should Be Stricken

Civil Code section 3294(b) requires that punitive damages against a corporation rest on authorization, ratification, or participation by an officer, director, or managing agent. The Complaint identifies no such individual. Paragraphs 8 and 12 attribute conduct to "Defendant"—which is the corporate entity—without more. That is not enough. (*Cruz v. HomeBase* (2000) 83 Cal.App.4th 160, 167; *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563; *Grieves v. Superior Court* (1984) 157 Cal.App.3d 159, 164.)

VIA E-MAIL ONLY



F. The Disgorgement Request Should Be Stricken

The word "disgorgement" should be stricken from paragraph 101(c). Private UCL plaintiffs cannot obtain nonrestitutionary disgorgement. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1148.) They are limited to injunctive relief and restitution under Business and Professions Code section 17203.

The Complaint's phrasing as "restitution and disgorgement" treats them as indistinct remedies. They are not. (*Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 127; *Cortez v. Purolator Air Filtration Products Co.* (2000) 23 Cal.4th 163, 173-177.) The deficiency is substantive and incurable.

This letter does not exhaust Race's grounds for demurrer or motion to strike. Please advise of your availability to discuss by October 2, 2026, which is our deadline to meet and confer. We would prefer to resolve these issues without having to file the demurrer or motion.

Respectfully,

/s/ Matthew Follett

Carbon Copies:

John Shaeffer (jshaeffer@foxrothschild.com)

Jeffrey Grant (jgrant@foxrothschild.com)

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**
10 **UNLIMITED JURISDICTION**

11 JEREMIAH MANQUIZ, individually, and on behalf
12 of other members of the general public similarly
13 situated,

14 Plaintiff,

15 v.

16 RACE TELECOMMUNICATIONS, LLC, and
17 DOES 1-20,

18 Defendants.

Case No.: CIVSB2621521
Hon. Carlos M. Cabrera
Dept. S24

**[PROPOSED] ORDER GRANTING
MOTION TO STRIKE BY
DEFENDANT RACE
TELECOMMUNICATIONS, LLC**

1 **[PROPOSED] ORDER GRANTING MOTION TO STRIKE**

2 The Motion to Strike Portions of Plaintiff’s Complaint filed by Defendant Race
3 Telecommunications, LLC (“Defendant” or “Race”), pursuant to Code of Civil Procedure
4 sections 435 and 436, came on regularly for hearing in Department S24 of the above-entitled
5 Court, the Honorable Carlos M. Cabrera presiding.

6 The Court, having considered the Notice of Motion and Motion to Strike, the
7 Memorandum of Points and Authorities, the Declaration of Counsel, any opposition and reply
8 papers, the arguments of counsel, and the pleadings and records on file herein, and good cause
9 appearing, makes the following findings and order:

10 **FINDINGS:**

11 **A. The ARL Allegations and ARL-Based Class Definition Are Irrelevant and Improper**

12 1. The Complaint incorporates allegations regarding California’s Automatic
13 Renewal Law (“ARL”), Business and Professions Code section 17600 *et seq.*, at Paragraphs 3,
14 82(c), and 83, and defines a putative “Class” at Paragraph 52 by reference to ARL disclosure
15 requirements.

16 2. Business and Professions Code section 17605, subdivision (b), exempts from the
17 ARL any service provided by a person or entity regulated by the California Public Utilities
18 Commission (“CPUC”).

19 3. The Complaint concedes at Paragraph 44 that Race “operates as a
20 telecommunications provider subject to certain oversight by the [CPUC].” This constitutes a
21 binding judicial admission.

22 4. Because Race is exempt from the ARL as a matter of law, the ARL allegations at
23 Paragraphs 3, 82(c), and 83 constitute irrelevant and improper matter within the meaning of
24 Code of Civil Procedure section 436. The ARL-based class definition at Paragraph 52 likewise
25 lacks any legal foundation. No amendment can cure these deficiencies because Race’s CPUC-
26 regulated status is immutable.

1 **B. The Phone-Call-Based Class Allegations Are Facially Defective**

2 5. Paragraphs 18, 53, and 89(a), to the extent they are incorporated into the class
3 misrepresentation theory, allege individualized telephone interactions between Race’s customer
4 service representatives and individual consumers.

5 6. Class allegations predicated on such individualized interactions are facially
6 defective because they require consumer-by-consumer inquiry incompatible with class treatment.

7 **C. The Punitive Damages Prayer Fails to Satisfy Section 3294(b)**

8 7. Paragraph 101(d) seeks punitive damages against Defendant, a corporate entity.

9 8. Civil Code section 3294, subdivision (b), permits punitive damages against a
10 corporation only where an officer, director, or managing agent authorized, ratified, or
11 participated in the challenged conduct.

12 9. The Complaint identifies no officer, director, or managing agent who authorized,
13 ratified, or participated in the challenged conduct. The boilerplate allegations attributing
14 “ratification” to “Defendant” — the corporate entity itself — are legally insufficient.

15 **D. Nonrestitutionary Disgorgement Is Unavailable**

16 10. Paragraph 101(c) seeks “disgorgement” alongside restitution under the UCL.

17 11. Nonrestitutionary disgorgement is categorically unavailable to private UCL
18 plaintiffs. Private litigants are limited to injunctive relief and restitution under Business and
19 Professions Code section 17203.

20 12. No amendment can change the law. The inclusion of “disgorgement” as a separate
21 remedy seeks relief the California Supreme Court has declared unavailable.

1 **ORDER:**

2 Based on the foregoing findings, and for good cause shown, **IT IS HEREBY**

3 **ORDERED AS FOLLOWS:**

4 1. The Motion to Strike Paragraphs 3, 82(c), 83, and 52 of the Complaint (ARL
5 allegations and ARL-based class definition) is **GRANTED WITH PREJUDICE**. These
6 allegations are irrelevant and improper matter predicated on a statute from which Defendant is
7 exempt as a matter of law.

8 2. The Motion to Strike the class allegations at Paragraphs 18, 53, and 89(a), to the
9 extent incorporated into the class misrepresentation theory, is **GRANTED**. These allegations are
10 predicated on individualized telephone interactions incompatible with class treatment.

11 3. The Motion to Strike Paragraph 101(d) of the Complaint (punitive damages
12 prayer) is **GRANTED WITHOUT PREJUDICE**, with leave to amend. The Complaint fails to
13 identify any officer, director, or managing agent as required by Civil Code section 3294,
14 subdivision (b). Plaintiff may attempt to cure this deficiency by amendment.

15 4. The Motion to Strike the word “disgorgement” from Paragraph 101(c) of the
16 Complaint is **GRANTED WITH PREJUDICE**. Nonrestitutionary disgorgement is not an
17 available remedy in a private UCL action. The prayer for restitution under Business and
18 Professions Code section 17203 is unaffected.

19 5. Defendant’s counsel is directed to give notice of this Order.
20

21 Dated: _____
22

23 _____
24 Hon. Carlos M. Cabrera
25 Judge of the Superior Court
26
27
28

FOX ROTHSCHILD LLP
Jeffrey Grant (SBN 218974)
jgrant@foxrothschild.com
Matthew Follett (SBN 325481)
mfollett@foxrothschild.com
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067
Telephone: 310-598-4150
Facsimile: 310-556-9828

Attorneys for Defendant,
RACE TELECOMMUNICATIONS, LLC

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
UNLIMITED JURISDICTION**

JEREMIAH MANQUIZ, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

RACE TELECOMMUNICATIONS, LLC, and
DOES 1-20,

Defendants.

Case No.: CIVSB2621521
Hon. Carlos M. Cabrera
Dept. S24

PROOF OF SERVICE

*(Filed concurrently with Demurrer; Motion
to Strike; Declarations of Matthew Follett;
and [Proposed] Orders)*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of San Francisco, State of California. My business address is Fox Rothschild LLP, 345 California Street, Suite 2200, San Francisco, California 94104.

On October 6, 2026, I served the following document(s) described as

NOTICE OF DEMURRER AND DEMURRER TO COMPLAINT BY DEFENDANT RACE TELECOMMUNICATIONS, LLC;

NOTICE OF MOTION TO STRIKE AND MOTION TO STRIKE PORTIONS OF COMPLAINT BY DEFENDANT RACE TELECOMMUNICATIONS, LLC;

DECLARATION OF MATTHEW FOLLETT IN SUPPORT OF DEMURRER BY DEFENDANT RACE TELECOMMUNICATIONS, LLC;

DECLARATION OF MATTHEW FOLLETT IN SUPPORT OF MOTION TO STRIKE BY DEFENDANT RACE TELECOMMUNICATIONS, LLC;

[PROPOSED] ORDER GRANTING DEMURRER BY DEFENDANT RACE TELECOMMUNICATIONS, LLC;

[PROPOSED] ORDER GRANTING MOTION TO STRIKE BY DEFENDANT RACE TELECOMMUNICATIONS, LLC;

PROOF OF SERVICE

on the interested parties in this action as follows:

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Meghan E. George (SBN 274525)
LAW OFFICES OF TODD M. FRIEDMAN
23586 Calabasas Road, Suite 105
Calabasas, California 91302
Telephone: (323) 306-4234
Facsimile: (866) 633-0228
Email: tfriedman@toddfllaw.com
abacon@toddfllaw.com
mgeorge@toddfllaw.com

Attorneys for Plaintiff JEREMIAH MANQUIZ

1 **[XX] BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an
2 agreement of the parties to accept service by e-mail or electronic transmission, I caused the
3 document(s) to be sent from e-mail address kheinen@foxrothschild.com to the persons at the e-
4 mail addresses listed above. I did not receive, within a reasonable time after the transmission, any
5 electronic message or other indication that the transmission was unsuccessful.

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

8 Executed on October 6, 2026, at San Francisco, California.

9 /s/ Kaitlin Heinen
10 Kaitlin Heinen
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28