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7 Attorney for Plaintiff, APRIL PARKER FOUNDATION, INC.

8 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 APRIL PARKER FOUNDATION, INC., a
11 California nonprofit public benefit
corporation,

12 Plaintiff,

13 vs.

14 CITY OF LONG BEACH, a California
15 municipal corporation; and DOES 1 through
16 50, inclusive,

17 Defendants.

Case No.: **26STCV13597**

COMPLAINT FOR:

1. Breach of Written Contract;
2. Breach of the Implied Covenant of Good Faith and Fair Dealing;
3. Violation of California Prompt Payment Requirements / Late Payment Interest;
4. Common Counts (Open Book Account, Account Stated, and Money Had and Received);
5. Quantum Meruit / Restitution;
6. Promissory Estoppel; and
7. Declaratory Relief.

18 DEMAND FOR JURY TRIAL

19
20 Plaintiff April Parker Foundation, Inc. ("APF" or "Plaintiff") alleges:

21 **PARTIES**

22 1. Plaintiff APF is, and at all relevant times was, a California nonprofit public benefit
23 corporation with its principal place of business in Long Beach, California. APF is a community-
24 based nonprofit organization serving historically underserved communities across the state of
25

1 California through housing stabilization, supportive services, youth programing, community
2 safety programming, and related equity-centered and trauma-informed services

3 2. APF’s mission is to remove barriers to equitable access to resources and supportive
4 services and to improve health, social, and economic outcomes for underserved communities.

5 3. Defendant CITY OF LONG BEACH (“City”) is, and at all relevant times was, a
6 California municipal corporation organized and existing under the laws of the State of California,
7 doing business in Los Angeles County, including through its Department of Health and Human
8 Services, Homeless Services Bureau, Economic Development Department, and other
9 departments, officers, employees, and agents relevant to this action.
10

11 4. Plaintiff is ignorant of the true names and capacities of Defendants sued as DOES
12 1 through 50, inclusive, and therefore sues those Defendants by fictitious names. Plaintiff will
13 amend this Complaint to allege their true names and capacities when they are ascertained.

14 5. Plaintiff is informed and believes, and on that basis alleges, that each Defendant
15 was the agent, employee, representative, alter ego, co-venturer, or servant of each of the other
16 Defendants and, in doing the acts alleged herein, acted within the course and scope of that
17 relationship.

18 **JURISDICTION AND VENUE**

19 6. This Court has jurisdiction over this action because the amount in controversy
20 exceeds the jurisdictional minimum for an unlimited civil case.

21 7. Venue is proper in this Court because Defendant City resides in Los Angeles
22 County, the contracts and agreements at issue were entered into and performed in Los Angeles
23 County, the services at issue were rendered in Los Angeles County, and the breaches and resulting
24 damages occurred in Los Angeles County.
25

1 13. APF alleges that across multiple contracts, the City engaged in a consistent pattern
2 of directing performance, accepting the benefits of that performance, failing to follow contractual
3 procedures for disputing invoices, withholding or delaying payment without contemporaneous
4 justification, and later asserting post hoc justifications to avoid or minimize its payment
5 obligations.

6 **RRH Contract No. 36725**

7 14. On or about September 26, 2023, for reference purposes only pursuant to City
8 Council authorization, APF and the City entered into Subcontract for Measure H Rapid
9 Rehousing, Contract No. 36725 (“RRH Contract”). The RRH Contract provided for rapid
10 rehousing assistance and homelessness prevention assistance for eligible City residents under
11 City-administered Measure H funding. A fully executed contract and agreement number were
12 provided by the City to APF on December 14, 2023.

13 15. The RRH Contract originally covered an operational year from July 1, 2023
14 through June 30, 2024, with a contract amount not to exceed \$323,570 dollars and an option to
15 renew for one additional year at the discretion of the City Manager.

16 16. The RRH Contract incorporated the Statement of Work, Budget, compliance
17 certifications, the underlying RFP, APF’s proposal, and the Long Beach Continuum of Care
18 Program Guidelines.

19 17. Section 3 of the RRH Contract required APF to submit monthly invoices with
20 supporting documentation. It further provided that if invoices were incorrect or inadequately
21 documented, the City would issue a Disallowed Cost Report identifying specific disallowed costs
22 and permitting resubmission so that APF could resubmit the disputed items with adequate support
23 in a later invoice.
24
25

1 18. Section 3 further provided that the City could refuse payment for invoices received
2 more than thirty days after services, for ineligible or inallocable expenses, or for unauthorized
3 budget modifications, and that the City could withhold payment pending satisfactory completion
4 of an audit or APF’s cure of a breach after being notified of the breach by the City. Section 3
5 further provided that the City could refuse payment only under specified conditions, including
6 untimely submission, ineligible expenses, or pending audit completion, and only after providing
7 notice and an opportunity to cure any identified breach.
8

9 19. APF fully performed under the RRH Contract during the first performance year,
10 and the City paid the Year 1 invoices in full.

11 20. The parties later extended and expanded the RRH Contract through a first
12 amendment, increasing the contract amount to approximately \$647,140 dollars and extending the
13 term through June 30, 2025. The parties subsequently amended the RRH Contract, increasing the
14 contract amount to approximately \$647,140 and extending the term through June 30, 2025. A
15 fully executed amendment and updated agreement documentation were provided by the City to
16 APF on December 10, 2024.

17 21. The parties then proceeded under a second, informally documented or email-
18 authorized extension for the period July 1, 2025 through September 30, 2025, adding
19 approximately \$80,000 dollars in funding, even though the City did not timely provide APF with
20 a fully executed revised amendment or updated budget attachment before APF’s completion of
21 performance during that extension period.
22

23 22. APF performed all required RRH services during Year 2 and the extension period,
24 including housing navigation, landlord engagement, rental assistance administration, case
25 management, supportive services, and compliance reporting, and submitted invoices and

1 supporting documentation in accordance with City requirements. APF maintained consistent
2 communication with the City and submitted invoices in coordination with City personnel.

3 23. The City accepted APF's RRH services, housed program participants, utilized
4 APF's reporting and data, and did not issue any contemporaneous notices of rejection, formal
5 default, or contractual disallowance sufficient to justify nonpayment.

6 24. APF alleges that RRH invoices APF-RRH13 through APF-RRH24 (dated July 31,
7 2024 through June 30, 2025) totaled approximately \$259,833.54 and that RRH invoices APF-
8 RRH25 through APF-RRH27 (dated July 31, 2025 through September 30, 2025) totaled
9 approximately \$69,939.65, for a total RRH principal claim of approximately \$329,773.19.
10

11 25. From August 4 through August 11, 2025, the City conducted a routine program
12 monitoring of APF's RRH Contract. The City's monitoring guidance expressly stated that the
13 process was intended to be non-punitive and supportive in nature. APF fully complied with all
14 monitoring requests, providing documentation for the City's selected sample as well as complete
15 documentation supporting 100% of its claims, including more than 300 pages of organized
16 records. The City did not issue any compliance report, corrective action, or written findings
17 following the monitoring.

18 26. APF repeatedly requested payment and status updates, including by September 26,
19 2025 email to Alison King requesting assistance with unpaid RRH invoice APF-RRH13, which
20 was then identified as approximately 252,000 dollars. On September 26, 2025, APF contacted the
21 City regarding unpaid Invoice APF-RRH-13.
22

23 27. On or about October 23, 2025, the City issued a written correspondence dated
24 October 23, 2025 identifying alleged concerns related to invoice timing, documentation, and
25 monitoring review. However, APF alleges that the City's assertions were incomplete, inaccurate,

1 and inconsistent with the parties' course of dealing and contractual obligations. APF further
2 alleges that it substantially complied with all documentation requests, provided extensive
3 supplemental records in response to the City's monitoring process, and was not provided with any
4 formal Disallowed Cost Report, itemized findings, or opportunity to cure as required under
5 Section 3.C of the RRH Contract.

6 28. On November 19, 2025, APF notified the City that APF had completed all
7 contractual obligations and that APF had already expended substantial reserves to sustain services
8 while awaiting reimbursement. APF resubmitted all monitoring documentation and invoices
9 electronically. The City failed to provide any substantive response.

10 29. On November 26, 2025, APF issued a Final Demand for Immediate Payment, and
11 on December 3, 2025, APF submitted a formal Government Claim pursuant to California
12 Government Code § 910.

13 30. On December 4, 2025, the City issued a communication identifying seven issues.
14 On December 15, 2025, APF submitted a detailed 86-page response addressing each issue,
15 including documentation regarding HMIS practices, master-lease structure, staffing allocations,
16 and supporting client records, and expressed its willingness to provide any additional materials
17 requested. The City did not respond substantively to this submission.

18 31. On January 16, 2026, the City rejected Government Claim No. C25-0900 (Rapid
19 Rehousing), asserting a statute-of-limitations defense and denying liability. APF alleges that the
20 City's stated grounds do not address the City's acceptance of performance, failure to issue
21 required contractual notices, and failure to follow the dispute and disallowance procedures set
22 forth in the RRH Contract.
23
24
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1 32. APF later submitted a detailed written response to the City’s monitoring
2 observations, explaining its documentation, HMIS practices, master-lease model, staffing
3 allocation methodology, fringe methodology, and willingness to provide any remaining requested
4 records.

5 33. APF alleges that the City withheld more than \$329,773.19 in RRH invoices
6 without issuing any written deficiency notice, itemized Disallowed Cost Report, or cure process
7 contemplated by Section 3.C of the RRH Contract. or providing an opportunity to cure, as
8 expressly required under Section 3.C of the RRH Contract. APF further alleges that the City’s
9 subsequent assertions regarding alleged late invoices and purported performance deficiencies
10 constitute improper post hoc justifications for its nonpayment, raised only after payment became
11 due and after APF had fully performed and submitted all required documentation.

12
13 **Futures First Contract No. 36696**

14 34. On or about October 1, 2023, APF entered into Contract No. 36696 with the City
15 to operate the Futures First youth development program, pursuant to City-administered funding
16 intended to provide prevention services, life-skills development, and supportive services to
17 Transitional Age Youth.

18 35. The contract was initially valued at approximately \$271,488 and included renewal
19 options. The City later amended and extended the contract through September 30, 2025,
20 increasing total funding to approximately \$574,976.

21 36. Under Contract No. 36696, APF provided staffing, outreach, case management,
22 youth engagement, program coordination, and reporting services in accordance with City
23 directives.
24
25

1 37. The City accepted APF’s Futures First services, directed APF’s ongoing
2 performance through September 30, 2025, and did not issue contemporaneous notices of
3 nonperformance, rejection of invoices, or disallowance during APF’s continued performance.

4 38. On November 26, 2025, APF issued a Final Demand for Immediate Payment, and
5 on December 3, 2025, APF submitted a formal Government Claim pursuant to California
6 Government Code § 910. On January 16, 2026, the City issued a written response to Government
7 Claim No. C25-0899: Futures First Youth Services, rejecting the claim in its entirety and denying
8 liability.

9 39. APF alleges that the City failed to timely pay five invoices, identified as Invoice
10 FF-COLB-20 through FF-COLB-24, dated June 14, 2025 through October 8, 2025, in the total
11 principal amount of \$135,744.00. The City did not remit payment on these invoices until February
12 17, 2026, at which time it paid principal only, after extended delay and without payment of
13 applicable interest or other amounts due.

14
15 **Agreement No. 36746 – Futures First / Social Entrepreneurship**

16 40. On or about December 7, 2023, APF entered into Agreement No. 36746 with the
17 City to provide services under the Long Beach Recovery Act, including implementation of
18 Futures First and Inclusive Business Navigators programming funded in part through ARPA
19 funds.

20 41. Agreement No. 36746 was initially authorized in an amount not to exceed \$80,000.
21 On or about August 26, 2024, the City executed a first amendment expanding the scope of work,
22 extending the term through September 30, 2025, and increasing total authorized funding to not
23 more than \$120,000.
24
25

1 42. APF fully performed the services required under Agreement No. 36746 and the
2 first amendment, including completion of two Future entrepreneurship training cohorts, and
3 submitted required deliverables, documentation, and certifications.

4 43. On or about October 3, 2025, APF submitted Invoice APF-45 seeking payment of
5 \$40,000 for completed and approved services rendered under Agreement No. 36746.

6 44. APF alleges that, despite full performance, timely invoicing, and compliance with
7 contractual requirements, the City failed to timely remit the 40,000 dollars due and owing under
8 Agreement No. 36746. The City ultimately issued payment of the \$40,000 principal on or about
9 February 19, 2026, after extended delay and without payment of applicable interest or other
10 amounts due.
11

12 **LBASC Contract No. 37037**

13 45. On or about June 18, 2024, the City awarded APF Contract No. 37037 to operate
14 the Long Beach Activating Safe Communities (“LBASC”) program. The contract was executed
15 on or about September 10, 2024, for a term beginning October 1, 2024 through September 30,
16 2026, with options for renewal and authorized funding not to exceed approximately \$777,939.

17 46. Under Contract No. 37037, APF provided community safety, violence prevention,
18 outreach, and intervention services in designated Long Beach neighborhoods, including staffing
19 and supervision of intervention workers, field operations, community outreach, event
20 participation, coordination with City departments and partners, and reporting.

21 47. APF performed LBASC services in compliance with the contract and City
22 directives.
23

24 48. On November 26, 2025, APF issued a Final Demand for Immediate Payment, and
25 on December 3, 2025, APF submitted a formal Government Claim pursuant to California

1 Government Code § 910. On January 16, 2026, the City issued a written response to Government
2 Claim No. C25-0898: Activating Safe Communities, rejecting the claim in its entirety without
3 providing any substantive basis sufficient to justify its prior withholding and delayed payment.

4 49. APF alleges that on or about November 15, 2025, the City issued a notice of early
5 termination of APF’s LBASC contract notwithstanding APF’s continued performance and without
6 providing any contemporaneous default notice, meaningful cure opportunity, or rejection of
7 services.

8 50. APF further alleges that the City directed APF to continue providing LBASC
9 services through December 31, 2025, accepted those services, and did not issue any
10 contemporaneous notice of nonperformance, suspension, or disallowance while APF continued
11 the work.

12 51. APF alleges that the City withheld payment on nine past-due LBASC invoices and
13 that the principal amount claimed for Contract No. 37037 totals approximately 234,031.00
14 dollars. APF alleges that the City withheld payment on nine LBASC invoices under Contract No.
15 37037, with a total principal amount of \$300,897.00. On February 17, 2026, the City made partial
16 principal payments on two invoices: Invoice APF LBASC-10, dated August 25, 2025, in the
17 amount of \$33,433.00, and Invoice APF LBASC-11, dated September 8, 2025, in the amount
18 of \$33,433.00, for a combined payment of \$66,866.00.

19 52. As of the date of this complaint, seven invoices remain unpaid: APF LBASC-04,
20 dated February 13, 2025; APF LBASC-05, dated March 1, 2025; APF LBASC-08, dated June 1,
21 2025; APF LBASC-12, dated September 30, 2025; APF LBASC-13, dated October 31, 2025;
22 APF LBASC-14, dated November 30, 2025; and APF LBASC-15, dated January 10, 2026. Each
23
24
25

1 unpaid invoice is in the amount of \$33,433.00, for a total unpaid principal balance
2 of \$234,031.00.

3 **TAY Youth Shelter / HE-23-316**

4 53. Following a competitive procurement process under RFP HE-23-316, the City
5 selected APF as operator of the Long Beach Transitional Age Youth (“TAY”) Shelter and
6 Navigation Center.

7 54. APF alleges that the award was approved by City Council on or about May 13,
8 2025, authorizing an agreement with funding not to exceed 500,000 dollars for the contract term.

9 55. APF further alleges that the agreement was executed on or about July 31, 2025 for
10 a term commencing July 1, 2025 and continuing through June 30, 2026, with an option for the
11 City to renew for one additional one-year period. APF further alleges that the City issued and
12 transmitted the TAY Shelter agreement to APF for execution, and that APF executed the
13 agreement on or about July 31, 2025, establishing a contract term commencing July 1, 2025 and
14 continuing through June 30, 2026, with an option for the City to renew for one additional one-
15 year period
16

17 56. Following the City’s award, approval, and execution of the TAY Shelter
18 agreement, the City directed APF to proceed with staffing, training, program design, facility
19 readiness, operational readiness, launch activities, and other pre-performance tasks necessary to
20 open and operate the shelter.

21 57. APF alleges that it satisfied all pre-performance and readiness requirements
22 imposed by the City, including contract execution, policy development, budget approval,
23 insurance submissions, staffing, onboarding, background-check related submissions, facility
24 walkthroughs, and launch preparation.
25

1 58. APF alleges that the City participated in kickoff and launch activities, publicly
2 associated APF with the TAY Shelter initiative, accepted APF's work, and then prevented APF
3 from completing the contract, internalized shelter operations, and assumed control without issuing
4 notice of default, notice to cure, termination for cause, or rejection of services.

5 59. In reliance on the City's award, approvals, directives, and acceptance of
6 performance, APF incurred substantial staffing, startup, launch, and operational costs and
7 continued housing and supporting homeless TAY through APF's own transitional shelter
8 resources while awaiting the promised TAY shelter opening.

9 60. APF alleges that the principal amount claimed in connection with the TAY Youth
10 Shelter agreement totals approximately 555,671.00 dollars, including approximately 500,000
11 dollars in annual award value and approximately 55,671.00 dollars in actual unbilled costs and
12 reliance damages.

13
14 Resulting harm and claims presentation

15 61. As a direct and proximate result of the City's conduct across these contracts and
16 program relationships, APF suffered financial harm including unpaid invoices, withheld
17 compensation, unreimbursed costs, loss of expected contract revenue, loss of working capital,
18 depletion of reserves, staffing strain, vendor strain, and impairment of APF's ability to continue
19 serving vulnerable populations.

20 62. As of December 2025, APF's communications summarized total principal
21 amounts claimed across the disputed agreements. Those amounts have since been updated based
22 on costs arising out of APF's continued performance and subsequent payments made by the City.
23 APF now alleges that the total principal amounts currently due and owing equal approximately
24 \$1,119,475.19, comprised of \$329,773.19 for RRH Contract No. 36725, \$234,031.00 for Contract
25

1 No. 37037 (LBASC), and \$555,671.00 in damages associated with the TAY Youth Shelter
2 agreement, as described herein. These amounts are exclusive of applicable interest, delayed
3 payment damages, and other relief to be proven at trial.

4 63. APF repeatedly attempted to resolve the disputes through direct correspondence,
5 payment-demand letters, meetings, supplemental submissions, monitoring responses, and formal
6 Government Code section 910 claims.

7 64. The City rejected APF's Government Code claims or failed to provide relief within
8 the statutory time, leaving APF no adequate remedy except this action.

9
10 **FIRST CAUSE OF ACTION**

11 Breach of Written Contract

12 (Against City of Long Beach and Does 1-20)

13 65. Plaintiff realleges and incorporates by reference paragraphs 1 through 64 as though
14 fully set forth herein.

15 66. Plaintiff and Defendant City entered into valid written contracts and agreements,
16 including without limitation Contract No. 36725, Contract No. 36696, Agreement No. 36746,
17 Contract No. 37037, and the TAY Youth Shelter agreement and related written award,
18 authorization, and implementation documents.

19 67. Plaintiff performed all, or substantially all, material obligations required of it under
20 those contracts and agreements, except to the extent performance was excused, waived,
21 prevented, hindered, or rendered futile by Defendant's conduct.

22 68. Plaintiff timely submitted invoices, backup documentation, reports, staffing,
23 services, startup work, and other deliverables required by the contracts and agreements, and
24 remained ready and willing to cure any properly identified deficiency.
25

1 allegedly deficient items through the contractually required or commercially reasonable process;
2 by directing continued performance while delaying or denying payment; and by internalizing or
3 reassigning programs after benefiting from APF's work and readiness efforts.

4 74. Defendant's conduct deprived Plaintiff of the principal benefits of its bargains,
5 including timely compensation for accepted services, fair treatment in invoice review, and the
6 opportunity to complete and benefit from the contracted program terms.

7 75. Plaintiff has been damaged in an amount to be proven at trial.

8
9 **THIRD CAUSE OF ACTION**

10 Violation of California Prompt Payment Requirements / Late Payment Interest

11 (Against City of Long Beach and Does 1-20)

12 76. Plaintiff realleges and incorporates by reference paragraphs 1 through 75 as though
13 fully set forth herein.

14 77. The invoices and payment obligations described herein arose from contracts,
15 service agreements, reimbursements, startup work, and related obligations owed by a local public
16 entity.

17 78. Plaintiff submitted proper invoices and supporting documentation or, at minimum,
18 submitted invoices sufficient to trigger Defendant's obligation to identify in writing any specific
19 deficiencies or disputed amounts within a reasonable and lawful time.

20 79. Defendant failed to timely pay the invoices and failed to timely provide itemized
21 lawful notice of any specific disputed amounts sufficient to justify withholding the full sums
22 claimed for extended periods.

23 80. By reason of the foregoing, Plaintiff is entitled to recover all applicable prompt-
24 payment interest, late-payment charges, prejudgment interest, and related sums recoverable under
25

1 California law, including Civil Code section 3289(b) to the extent applicable and any other
2 contractual or statutory late-payment authority proved at trial.

3 **FOURTH CAUSE OF ACTION**

4 Common Counts

5 (Open Book Account, Account Stated, and Money Had and Received)

6 (Against City of Long Beach and Does 1-20)

7 81. Plaintiff realleges and incorporates by reference paragraphs 1 through 80 as though
8 fully set forth herein.

9 82. Within the last four years, Plaintiff kept and maintained an open book account for
10 monies due from Defendant City for services rendered, funds advanced, work performed, startup
11 expenditures, shelter readiness work, and other contractual amounts owed.

12 83. Within the last four years, Defendant became indebted to Plaintiff on an open book
13 account in sums presently believed to equal or exceed 1,263,882.89 dollars, exclusive of the
14 separate 40,000-dollar claim under Agreement No. 36746 to the extent not included elsewhere,
15 less any offsets or credits proven by Defendant.

16 84. Within the last four years, Plaintiff rendered statements of account, invoices,
17 demand letters, and related communications to Defendant showing sums due, and an account was
18 stated between Plaintiff and Defendant in the amounts unpaid or in such lesser amount as proven
19 at trial.

20 85. Defendant has received money, benefits, services, labor, work product, and value
21 for the benefit of the public and itself, and in equity and good conscience should not retain those
22 benefits without paying Plaintiff.

23 86. Despite demand, Defendant has failed and refused to pay the sums due.
24
25

1 **FIFTH CAUSE OF ACTION**

2 Quantum Meruit / Restitution

3 (Against City of Long Beach and Does 1-20)

4 87. Plaintiff realleges and incorporates by reference paragraphs 1 through 86 as though
5 fully set forth herein.

6 88. In addition to services governed by express written contracts, Plaintiff provided
7 valuable services, labor, staffing, operational readiness, launch support, emergency housing
8 support, startup expenditures, and other benefits at Defendant's request, with Defendant's
9 knowledge, or under circumstances making payment reasonably expected.

10 89. Defendant knowingly accepted and retained the benefits of Plaintiff's services and
11 expenditures, including ongoing RRH services, youth services, violence-intervention work,
12 entrepreneurship programming, TAY shelter readiness work, and transitional housing support
13 provided while the promised TAY shelter remained unopened.

14 90. Defendant has not paid Plaintiff the reasonable value of those services and
15 benefits.

16 91. It would be unjust for Defendant to retain those benefits without payment.

17 92. Plaintiff seeks restitution and recovery in quantum meruit in an amount to be
18 proven at trial.
19

20 **SIXTH CAUSE OF ACTION**

21 Promissory Estoppel

22 (Against City of Long Beach and Does 1-20)

23 93. Plaintiff realleges and incorporates by reference paragraphs 1 through 92 as though
24 fully set forth herein.
25

1 and specifically identify any lawful dispute, that the City's written and email-based extensions
2 and implementation directives are enforceable to the extent APF relied on them and performed
3 under them, and that Plaintiff is entitled to payment, interest, and related relief.

4 101. Defendant disputes Plaintiff's contentions, and a judicial declaration is necessary
5 and appropriate to resolve the parties' rights and obligations regarding payment, interest, offsets,
6 cure, closeout, and enforceability of the agreements and extensions.

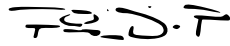
7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
9 follows:
10

- 11 1. For compensatory damages in an amount according to proof, including but not limited
12 to unpaid contract balances presently believed to equal or exceed \$1,119,475.19
13 dollars, together with any separately recoverable amount due under Agreement No.
14 36746 and any additional sums proven at trial;
- 15 2. For restitution, reliance, quantum meruit, and related equitable damages in an amount
16 according to proof;
- 17 3. For prejudgment interest, including interest recoverable under Civil Code section
18 3289(b), Government Code prompt-payment provisions, and any other applicable
19 contractual or statutory authority;

20 Dated: April 28, 2026

LAW OFFICES OF ROBIN D. PERRY

21 By 
22 Robin D. Perry, Attorney for Plaintiff,
23 APRIL PARKER FOUNDATION,
24 INC.
25