

Lilit Solmer (289727)
Thomas Solmer (291191)
SOLMER LAW FIRM
7755 Center Ave. Suite 1100
Huntington Beach, California 92647
Tel.: (714) 794-8558
Fax: (818) 927-2179

Attorneys for Plaintiff Alala Chanel Horn

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ALALA CHANEL HORN, an
individual,

Plaintiff,

vs.

SUMMER REBECCA LEWIS, LLC, a
limited liability company; REBECCA
LEWIS, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.:

COMPLAINT FOR:

**(1) NONPAYMENT OF OVERTIME
COMPENSATION;
(2) FAILURE TO PROVIDE REST
PERIODS;
(3) FAILURE TO PROVIDE MEAL
PERIODS;
(4) PAYMENT OF WAGES BY
INSUFFICIENT FUNDS INSTRUMENT;
(5) FAILURE TO INDEMNIFY FOR
NECESSARY EXPENDITURES;
(6) FAILURE TO FURNISH ACCURATE
ITEMIZED WAGE STATEMENTS;
(7) FAILURE TO MAINTAIN PAYROLL
RECORDS;
(8) FAILURE TO PAY WAGES DUE;
(9) FAILURE TO PERMIT INSPECTION
OR COPYING OF RECORDS;
(10) UNFAIR COMPETITION; AND
(11) LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

JURY TRIAL DEMANDED

1 Plaintiff Alala Chanel Horn (“Horn”) hereby states and alleges as follows:

2 1. Horn is an individual over 18 years of age, residing in the City of Huntington
3 Beach, County of Orange, in the State of California.

4 2. Defendant Summer Rebecca Lewis, LLC (hereinafter, “SRL”) is a limited
5 liability company doing business in the County of Orange, State of California. SRL
6 primarily operates from and in the City of Newport Beach, California.

7 3. Defendant Rebecca Lewis (“Lewis”) is an individual who at all relevant
8 times herein was the owner of SRL and personally supervised all of SRL’s employees.
9 Lewis’s decisions, based on her independent authority and judgment, determined SRL’s
10 policies and practices as to the wages and hours of work of SRL’s employees, and at all
11 relevant times herein Lewis was an officer and a managing agent of SRL and, acting on
12 behalf of SRL, she caused each of the violations of the California Labor Code and Wage
13 Orders of the Industrial Welfare Commission described herein.

14 4. Horn is unaware of the identities of other entities and individuals identified
15 as Does 1 through 50, inclusive, and therefore sues those entities and individuals under
16 such fictitious names. Horn will amend this Complaint to allege the true names and
17 capacities of the Doe defendants once known.

18 5. Horn was employed by Defendants SRL, Lewis and Does 1 through 50
19 (collectively, “Employer”) from August of 2018 until approximately January 10, 2020.
20 During her entire period of employment for Employer, Horn worked as an “executive
21 assistant”—a non-exempt hourly employee. Despite this, Horn was paid a flat rate sum,
22 regardless of the hours worked, and was misclassified either as an exempt employee or
23 independent contractor. Horn is informed and believes that Employer may have claimed
24 her to be an independent contractor for tax purposes, and not complied with the proper
25 procedures or withholdings for an employee.

26 6. Employer is a rental property management company, with multiple locations
27 including in Newport Beach, Rancho Santa Fe, La Quinta, and Indio. Horn was employed
28 by Employer in “Household Occupations” within the meaning of Industrial Wage

1 Commission Order No. 15-2001, and she and Employer were bound by the provisions of
2 that Order throughout Horn's employment.

3 7. Regardless of the hours that she worked, Horn received \$2,500 in
4 compensation on a flat rate basis, biweekly from Employer, although she did not qualify
5 for any exemption recognized by law and she should have been paid hourly as a non-
6 exempt employee. Horn is informed and believes that other similarly aggrieved employees
7 of Employer were also misclassified, either as exempt employees or independent
8 contractors, and paid a fixed rate regardless of the actual hours worked.

9 8. At all relevant times herein, Horn worked in various different schedules for
10 Employer, primarily engaged in clerical and administrative tasks and related duties. There
11 was no system to clock in and out or otherwise keep track of the time she worked. Although
12 she occasionally worked more than forty (40) hours in a week or more than eight (8) hours
13 in a day, Horn, and others similarly aggrieved employees of Employer, did not receive
14 overtime pay, or statements showing actual hours worked, and Employer did not maintain
15 records of when these employees began and ended each period of work. Lewis was
16 responsible for determining these practices according to her own discretion, including the
17 decision to misclassify employees and not pay overtime or track daily hours worked for
18 non-exempt employees, contrary to law. Horn, and other similarly aggrieved employees
19 of Employer, were not paid for their actual hours worked, although Employer, and in
20 particular, Lewis, knew and should have known their actual hours worked. Horn and other
21 similar aggrieved employees further suffered injury in that they could not readily determine
22 from their itemized pay statements the hours worked during each pay period.

23 9. Throughout her employment with Employer, Horn, and other similarly
24 aggrieved employees of Employer, were prevented from taking their legally owed
25 uninterrupted meal and rest periods during work shifts of more than six (6) hours per day.
26 On many occasions when Horn and other similarly aggrieved employees attempted to take
27 their meal and rest periods, interruptions would occur, and they were required by Lewis to
28 stop their breaks short or work through their breaks. On other occasions, Horn and other

1 similarly aggrieved employees were disallowed such breaks entirely or otherwise were not
2 permitted to begin those breaks timely (e.g., by the end of their fifth hour of work for meal
3 breaks). Employer failed to pay any premium penalty payments due to its employees for
4 missed or non-compliant meal and rest periods. Lewis was responsible for supervising
5 each of these employees, for establishing all policies and practices relating to meal and rest
6 breaks, and for approving or denying meal and rest breaks day-to-day.

7 10. Throughout her employment with Employer, Horn, and other similarly
8 aggrieved employees of Employer, received paychecks for wages from Employer for
9 which payment was refused due to insufficient funds, resulting in overdraft fees and other
10 penalties. Horn is informed and believes that Lewis was personally responsible for
11 managing the accounts from which those checks were drafted and knew that Employer was
12 issuing paychecks for wages without sufficient funds. Wages remain due and owing to
13 Horn for amounts paid by check for which payment was refused due to insufficient funds.

14 11. Throughout her employment with Employer, Horn, and other similarly
15 aggrieved employees of Employer, was denied reimbursement for necessary business
16 expenses which Employer required them to incur in order to obtain and maintain
17 employment. Employer did not compensate or otherwise reimburse such employees for
18 these expenses, including but not limited to phone-related expenses and mileage, incurred
19 in direct consequence of the discharge of their duties for Employer.

20 12. On February 3, 2020, Horn, through her counsel, sent a request to Employer
21 for time and pay records pursuant to Labor Code section 226 and 1198.5, for copies of
22 Horn's payroll records, personnel records, and documents signed regarding her
23 employment pursuant to Labor Code section 432. Employer did not respond to the request
24 for records and did not comply with sections 226, 432, or 1198.5 by providing any of the
25 records it was obligated to provide under those statutes. To date, Employer has not
26 provided any of the records.

27 13. On January 30, 2020, Horn, through her counsel, on behalf of herself and all
28 similarly aggrieved current and former employees of SRL, including, without limitation,

1 those in positions entitled “Executive Assistant,” “Manager,” “Horse Trainer,” “Assistant
2 Horse Trainer,” “Groomsmen,” and “Housekeeper,” gave notice to SRL, Lewis, and the
3 California Labor & Workforce Development Agency of claims under the Labor Code
4 Private Attorneys General Act of 2004 (“PAGA”), as detailed herein, for violations of
5 Labor Code section 510 and Section 3 of Wage Order 15 (overtime); Labor Code sections
6 1198, 512 and 226.7, and Sections 11 and 12 of Wage Order 15 (meal and rest periods);
7 Labor Code section 203.1 (payment of wages by insufficient funds instrument); Labor
8 Code section 2802 (failure to indemnify for necessary business expenses); Labor Code
9 section 226 (itemized wage statements); Labor Code section 1174 (keeping of accurate
10 time records); Labor Code section 203 (failure to pay wages due upon discharge/quit); and
11 Labor Code sections 204, 210, and 558 (nonpayment of wages earned). Employer did not
12 respond to the PAGA notice and, upon information and belief, has not cured the violations
13 alleged in the PAGA notice nor given notice to any aggrieved employees that the violations
14 alleged in the PAGA notice have been cured.

15 **FIRST CAUSE OF ACTION**

16 **NONPAYMENT OF OVERTIME COMPENSATION**

17 **{Labor Code § 510; IWC Wage Order No. 15-2001, § 3}**

18 **Against All Defendants**

19 14. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

20 15. Horn worked overtime hours for Employer, meaning that at times she worked
21 more than eight (8) hours in a day and more than forty (40) hours in a week. Employer
22 knew and should have known that Horn had worked overtime hours.

23 16. Horn was not paid for any of the overtime hours worked, and she is entitled
24 to be compensated for that time, at one and one-half times her regular rate of pay then
25 applicable, in amounts subject to proof.

26 17. Pursuant to the Labor Code, and because Horn seeks to enforce important
27 rights affecting the public interest within the meaning of California Code of Civil
28 Procedure section 1021.5, she is entitled to recover attorney fees incurred in prosecuting

1 this action, as well as her other costs and expenses of litigation according to law.

2 **SECOND CAUSE OF ACTION**

3 **FAILURE TO PROVIDE REST PERIODS**

4 **{IWC Wage Order No. 15-2001, § 12}**

5 **Against All Defendants**

6 18. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

7 19. Employer is required by section 12 of the applicable Wage Order to authorize
8 and permit all non-exempt employees, such as Horn, to take rest periods of ten minutes for
9 each four hours worked, or major fraction thereof.

10 20. Employer did not authorize or permit Horn to take rest periods of 10 minutes
11 during her workdays as required by the applicable Wage Order.

12 21. For violation of her right to be provided with rest periods, Horn is entitled to
13 recover one hour's compensatory pay for each meal period missed, late, or interrupted, at
14 her regular rate of pay, according to proof.

15 22. Pursuant to the Labor Code, and because Horn seeks to enforce important
16 rights affecting the public interest within the meaning of California Code of Civil
17 Procedure section 1021.5, Horn is entitled to recover attorney fees incurred in prosecuting
18 this action, as well as her other costs and expenses of litigation according to law.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PROVIDE MEAL PERIODS**

21 **{Labor Code § 512; IWC Wage Order No. 15-2001, § 12}**

22 **Against All Defendants**

23 23. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

24 24. Employer was required by Labor Code section 512 and by section 12 of the
25 applicable Wage Order to provide Horn with an uninterrupted meal period of not less than
26 30 minutes during work periods per day of more than six hours.

27 25. Horn frequently worked periods per day or more than six hours for Employer
28 without being provided a meal period of 30 minutes, or without such meal period

1 commencing within the first five hours of work.

2 26. For violation of her right to be provided with legally-compliant meal periods,
3 Horn is entitled to recover one hour's compensatory pay for each meal period missed, late,
4 or interrupted, at her regular rate of pay, according to proof.

5 27. Pursuant to the Labor Code, and because Horn seeks to enforce important
6 rights affecting the public interest within the meaning of California Code of Civil
7 Procedure section 1021.5, Le is entitled to recover attorney fees incurred in prosecuting
8 this action, as well as her other costs and expenses of litigation according to law.

9 **FOURTH CAUSE OF ACTION**

10 **PAYMENT OF WAGES BY INSUFFICIENT FUNDS INSTRUMENT**

11 **{Labor Code § 203.1}**

12 **Against All Defendants**

13 23. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

14 24. Horn was paid wages due from Employer by means of checks from
15 Employer, and as to multiple such checks, including a check for Horn's final wages,
16 although they were presented within 30 days of receipt by Horn, payment was subsequently
17 refused because the account(s) upon which the checks were drawn had insufficient funds.

18 25. For this violation, Horn is entitled to penalties continuing from the date her
19 wages were due, at a rate equal to the amounts refused for insufficient funds, according to
20 proof, for up to 30 days.

21 26. Pursuant to the Labor Code, and because Horn seeks to enforce important
22 rights affecting the public interest within the meaning of California Code of Civil
23 Procedure section 1021.5, Horn is entitled to recover attorney fees incurred in prosecuting
24 this action, as well as her other costs and expenses of litigation according to law.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

3 **{Labor Code § 2802}**

4 **Against All Defendants**

5 27. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

6 28. Horn incurred various expenditures in direct consequence of the discharge of
7 her duties for Employer, including for her phone and for mileage, and Employer did not
8 compensate, or reimburse, or otherwise indemnify Horn for all such expenditures.

9 29. For this violation, Horn is entitled to recover the amounts incurred in direct
10 consequence of her duties for Employer and not reimbursed, according to proof.

11 30. Pursuant to the Labor Code, and because Horn seeks to enforce important
12 rights affecting the public interest within the meaning of California Code of Civil
13 Procedure section 1021.5, Horn is entitled to recover attorney fees incurred in prosecuting
14 this action, as well as her other costs and expenses of litigation according to law.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

17 **{Labor Code § 226}**

18 **Against All Defendants**

19 31. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

20 32. Employer was required by Labor Code section 226 to furnish accurate
21 itemized statements to Horn of her wages and hours of work, including the applicable
22 hourly rate and the actual hours worked during each pay period, among other information.

23 33. Employer did not furnish the statements required by section 226 in that Horn
24 was never furnished with statements containing her actual hours worked or her hourly rate
25 of pay as to any pay period. The failure to provide these statements was knowing and
26 intentional, including because Employer never maintained records of Horn's actual hours
27 worked, never informed Horn of her hourly rate of pay, and never attempted to furnish
28 Horn with any statement of her actual hours worked or hourly rate of pay.

1 34. Horn suffered injury as a result of the failure to comply with the requirement
2 to furnish accurate itemized wage statements, including because she could not readily
3 determine her actual hours worked during each pay period from those statements.

4 35. Horn is entitled to recover penalties of \$50 for the initial pay period and \$100
5 for each subsequent pay period for these violations, up to a maximum of \$4,000.

6 36. Pursuant to the Labor Code, and because Horn seeks to enforce important
7 rights affecting the public interest within the meaning of California Code of Civil
8 Procedure section 1021.5, Le is entitled to recover attorney fees incurred in prosecuting
9 this action, as well as her other costs and expenses of litigation according to law.

10 **SEVENTH CAUSE OF ACTION**
11 **FAILURE TO MAINTAIN PAYROLL RECORDS**

12 **{Labor Code § 1174}**

13 **Against All Defendants**

14 37. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

15 38. Employer was required by Labor Code section 1174 to maintain payroll
16 records showing the hours worked daily by each employee at each respective place of
17 business. With respect to Horn, Employer did not maintain any records of her daily hours
18 worked. The failure to maintain records was willful in that Employer knew it was not
19 maintaining records of Horn's daily hours worked and made no attempt to do so.

20 39. Horn is entitled to recover a civil penalty of \$500.00 pursuant to Labor Code
21 section 1174.5 for the failure to maintain records.

22 40. Pursuant to the Labor Code, and because Horn seeks to enforce important
23 rights affecting the public interest within the meaning of California Code of Civil
24 Procedure section 1021.5, Horn is entitled to recover attorney fees incurred in prosecuting
25 this action, as well as her other costs and expenses of litigation according to law.

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EIGHTH CAUSE OF ACTION
FAILURE TO PAY WAGES DUE

{Labor Code § 203}

Against All Defendants

41. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

42. Horn's employment with Employer ended on or about January 10, 2020.

43. To date, Employer has not paid Le all wages due to her. Employer intentionally failed and refused to pay the wages, including because wages were paid by check issued from an account with insufficient funds.

44. For the failure to pay wages when due after the end of Horn's employment, Employer is liable to Horn for a civil penalty equal to her daily wage rate multiplied by 30 days, according to proof.

45. Pursuant to the Labor Code, and because Horn seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure section 1021.5, Horn is entitled to recover attorney fees incurred in prosecuting this action, as well as her other costs and expenses of litigation according to law.

NINTH CAUSE OF ACTION
FAILURE TO PERMIT INSPECTION OR COPYING OF RECORDS

{Labor Code § 226}

Against All Defendants

46. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

47. Labor Code section 226 (b) and (c) require an employer to afford current and former employees the right to inspect or copy records pertaining to that current or former employee, upon reasonable request to the employer, as soon as practicable, but no later than 21 calendar days from the date of the request. Labor Code section 1198.5 (a) and (b) require that within 30 days of an employer's receipt of a request, an employer afford every current and former employee the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any

1 grievance concerning the employee. On or about February 3, 2020, Horn made a written
2 request to Employer for her wage records pursuant to Labor Code sections 226 and 1198.5.
3 Employer did not respond and did not permit Horn to inspect or copy any wage records or
4 Horn's personnel file.

5 48. As a proximate result of the aforementioned violations, Plaintiff has been
6 damaged in an amount according to proof at the time of trial. Pursuant to Labor Code
7 sections 226 (f) and 1198.5, Horn is entitled to recover penalties for a minimum of \$1500
8 and an award of reasonable attorney fees and costs in connection with her claims for civil
9 penalties.

10 49. Pursuant to the Labor Code, and because Horn seeks to enforce important
11 rights affecting the public interest within the meaning of California Code of Civil
12 Procedure section 1021.5, Horn is entitled to recover attorney fees incurred in prosecuting
13 this action, as well as her other costs and expenses of litigation according to law.

14 **TENTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

16 **{Bus. & Prof. Code § 17200 et seq.}**

17 **Against All Defendants**

18 58. Horn incorporates paragraphs 1 through 13 as set forth fully herein.

19 59. Defendants' conduct, as alleged in this Complaint, has been and continues to
20 be unfair, unlawful, and harmful to Horn, to Defendants' competitors, and to the general
21 public. Horn seeks to enforce important rights affecting the public interest within the
22 meaning of California Code of Civil Procedure section 1021.5.

23 60. Defendants' policies, activities, and actions as alleged herein, are violations
24 of California law and constitute unlawful business acts and practices in violation of
25 California Business and Professions Code section 17200, *et seq.*

26 61. A violation of California Business and Professions Code section 17200 *et*
27 *seq.* may be predicated on the violation of any state or federal law. Defendants' policies
28 and practices as described herein violate the California Labor Code and the applicable

1 Wage Order. Those policies and practices are unfair, unlawful, and fraudulent, as to
2 individual employees such as Horn, and as to competing businesses and the general public.

3 62. Horn has been personally aggrieved by Defendants' unlawful, unfair, and
4 fraudulent business acts and practices alleged herein by the loss of money and/or property.

5 63. Pursuant to California Business and Professions Code § 17200 *et seq.*, Horn
6 is entitled to restitution of the wages withheld and retained by Defendants during the four
7 years preceding the filing of this Complaint, and such other damages which arise from the
8 violations alleged herein during that period; an award of attorneys' fees pursuant to Labor
9 Code § 1194 and California Code of Civil Procedure § 1021.5; interest on all unpaid
10 amounts accruing from the date such amounts were earned or incurred, as applicable; and
11 an award of costs.

12 **ELEVENTH CAUSE OF ACTION**

13 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT**

14 **{Labor Code § 2698 et seq.}**

15 **Against All Defendants**

16 64. Horn incorporates paragraphs 1 through 63 as set forth fully herein.

17 65. The Labor Code Private Attorneys General Act of 2004 ("PAGA")
18 authorizes an aggrieved employee, on behalf of herself or other current or former
19 employees, to bring a civil action to recover civil penalties against her employer pursuant
20 to the procedures specified in Labor Code section 2699.3. Horn is an aggrieved employee
21 within the meaning of the PAGA, and pursuant to the PAGA, Horn is entitled to recover
22 civil penalties on behalf of himself and other similarly aggrieved persons who are, or were
23 employed, by Defendants and against whom one or more of the alleged violations were
24 committed. If the employee prevails as private attorney general, the employer may be
25 subject to civil penalties, of which the aggrieved employee is entitled to 25 percent. (Cal.
26 Lab. Code, § 2699, subd. (h).)

27 66. Horn has complied with the procedures for bringing suit under PAGA.
28 Specifically, by letter dated and postmarked January 30, 2020, Horn gave written notice by

1 certified mail to the California Labor & Workforce Development Agency (“LWDA”) and
2 to Defendants of the specific provisions of the California Labor Code alleged to have been
3 violated, including the facts and theories to support the alleged violations. Pursuant to
4 California Labor Code section 2699.3, the LWDA must give written notice by certified
5 mail to the parties that it intends to investigate the alleged violations of the California Labor
6 Code within 65 days of the date of the complainant’s written notice. More than 65 days
7 have passed since the notice and the LWDA did not provide the parties notice that it
8 intended or did not intend to investigate his claims.

9 67. During the relevant and operative time period preceding the filing of Horn’s
10 notice to the LWDA, Defendants violated California Labor Code Sections and the IWC
11 Wage Order provisions as detailed herein, as to Horn and all similarly aggrieved current
12 and former employees of SRL, including, without limitation, those in positions entitled
13 “Executive Assistant,” “Manger,” “Horse Trainer,” “Assistant Horse Trainer,”
14 “Groomsman,” and “Housekeeper,” as to Labor Code section 510 and Section 3 of Wage
15 Order 15 (nonpayment of overtime); Labor Code sections 1198, 512 and 226.7, and
16 Sections 11 and 12 of Wage Order 15 (failure to provide legally-compliant meal and rest
17 periods); Labor Code section 203.1 (payment of wages by insufficient funds instrument);
18 Labor Code section 2802 (failure to indemnify for necessary business expenses, such as
19 phone expenses and mileage); Labor Code section 226 (failure to furnish accurate itemized
20 wage statements containing hourly rate of pay and actual hours working during each pay
21 period); Labor Code section 1174 (keeping of accurate time records); Labor Code section
22 203 (failure to pay wages due upon discharge/quit); and Labor Code sections 204, 210, and
23 558 (nonpayment of wages earned). Defendants are liable for penalties under PAGA for
24 each violation committed against each employee for each pay period.

25 68. Pursuant to California Labor Code sections 2699(a) and (f), and 2699.5, and
26 2699 (g)(1), Horn is entitled to an award of reasonable attorney’s fees and costs in
27 connection with her claim for civil penalties.

28 69. As such, Horn seeks all relief available under PAGA for any penalties

1 assessed against Defendants in connection with the Labor Code and Wage Order violations
2 described in the January 30, 2020 PAGA notice and herein, along with an award of
3 attorneys' fees and costs as incurred in the prosecution of this action.

4 **PRAYER FOR RELIEF**

5 Now, therefore, Horn hereby prays for relief as follows:

- 6 1. For compensatory and other damages in amounts equal to the lost and unpaid
7 wages and other compensation owed to Horn, according to proof, of at least \$75,000;
8 2. For penalties on behalf of Horn for individual violations, according to law;
9 3. For penalties pursuant to the PAGA on behalf of Horn and other current and
10 former aggrieved employees of Defendant, of at least \$50,000;
11 4. For prejudgment interest at the legal rate;
12 5. For injunctive relief on applicable causes of action;
13 6. For attorney fees and costs as provided or allowed by law; and
14 7. For such other or further relief as the Court finds equitable and just.

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17 Dated: April 13, 2020

SOLMER LAW FIRM

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19 By: Lilit Solmer
20 Lilit Solmer
21 Thomas Solmer
22 Attorneys for Plaintiff
23 ALALA CHANEL HORN
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