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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

BRANDAN GRIEGO, individuals and on behalf
of all others similarly situated,

Plaintiff,

v.

WAL-MART STORES, INC., A DELAWARE
CORPORATION; WALMART, INC., A
DELAWARE CORPORATION; WAL-MART
ASSOCIATES, INC., A DELAWARE
CORPORATION; SAM'S WEST, INC., AN
ARKANSAS CORPORATION; AND DOES 1-
100

Defendants.

CASE NO.

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEY
GENERAL ACT OF 2004 (Labor Code
§§2698, et. seq.)**

1 Plaintiff BRANDAN GRIEGO, on behalf of himself and all other aggrieved employees
2 (“Plaintiffs”), hereby file this Complaint against Defendants Wal-Mart Stores, Inc., A Delaware
3 Corporation; Walmart, Inc., A Delaware Corporation; Wal-Mart Associates, Inc., A Delaware
4 Corporation; Sam’s West, Inc., an Arkansas Corporation; and Does 1-100, inclusive (collectively
5 “Defendants”). Plaintiff is informed and believes, and on the basis of that information and belief,
6 alleges the following:

7 **INTRODUCTION**

8 1. This action is brought by Plaintiff on behalf of all former non-exempt aggrieved
9 employees in California and challenges Defendants’ employment practices with respect to non-
10 exempt employees, including Defendants’ policies and practices of (a) failing to pay all regular,
11 vacation, vacation equivalent wages, and any other wages, upon termination; (b) providing
12 inaccurate itemized pay stubs upon termination; and (c) failing to reimburse employees for
13 overdraft or bank fees incurred as a result of Defendants’ failure to pay with sufficient funds upon
14 termination.

15 2. As a matter of policy and/or practice, Defendants failed to maintain sufficient funds
16 to pay wages and failed to properly deliver all wages owed to their employees by withholding and
17 maintaining an internal fund for undelivered and/or uncashed wages in violation of California law.
18 At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to
19 reimburse employees for bounced check or overdraft or bank fees incurred as a result of their
20 failure to deliver all wages owed to their employees in violation of Labor Code section 203.1.

21 3. In this case, Plaintiff, on behalf of himself and other aggrieved employees, seeks
22 civil penalties for Defendants’ violations of the California Labor Code, including failure of
23 Defendants to pay Plaintiff and aggrieved employees all wages due to them upon termination
24 including, minimum and regular wages and overtime for all hours worked (Labor Code §§ 204,
25 221-223, 227.3, 510, 558, 1174.5, 1194, 1194.2, 1197, and Wage Order 7-2001); failure to timely
26 furnish accurate, itemized wage statements upon termination (Labor Code §§ 226 and Wage Order
27 7-2001); failure to pay wages due at termination (Labor Code §§ 201-203 and Wage Order 7-2001);
28

1 and failure to reimburse employees for overdraft or bank fees incurred as a result of Defendants
2 failure to pay with sufficient funds (Labor Code §203.1 and Wage Order 7-2001).

3 4. In this action Plaintiff, on behalf of himself and aggrieved employees, seeks
4 penalties established by Labor Code section 2699, the Private Attorney General's Act ("PAGA")
5 and other provisions in the Labor Code, against Defendants for their unlawful employment
6 practices.

7 5. The acts complained of herein have occurred, are presently occurring and are
8 expected to continue occurring, within the time period from one year prior to the filing of this
9 complaint up to and through the time of judgment in this matter (hereinafter, the "Relevant Time
10 Period.").

11 **PARTIES**

12 ***Plaintiff BRANDAN GRIEGO***

13 6. Plaintiff Brandan Griego is an individual over the age of eighteen (18) and is now
14 and/or at all relevant times mentioned in the Complaint a resident of the State of California.

15 ***Defendants***

16 7. Plaintiff is informed and believes and based thereon alleges, that Defendant Wal-
17 Mart Stores, Inc., was and is a Delaware corporation registered with the California Secretary of
18 State and does business in the State of California, including the County of Oakland, and employed
19 Plaintiff and other similarly situated non-exempt employees as further defined herein.

20 8. Plaintiff is informed and believes and based thereon alleges, that Defendant Wal-
21 Mart Inc., was and is a Delaware corporation registered with the California Secretary of State and
22 does business in the State of California, including the County of Oakland, and employed Plaintiff
23 and other similarly situated non-exempt employees as further defined herein.

24 9. Plaintiff is informed and believes and based thereon alleges, that Defendant Sams'
25 West Inc., was and is an Arkansas corporation registered with the California Secretary of State and
26 does business in the State of California, including the County of Oakland, and employed Plaintiff
27 and other similarly situated non-exempt employees as further defined herein.
28

1 10. Plaintiff is informed and believes that the Defendants are jointly liable for all acts set
2 forth in this complaint under general joint employer liability.

3 11. DOES 1 through 100 inclusive are now and/or at all times mentioned in the
4 Compliant were, licensed to do business and/or actually doing business in the State of California.
5 Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of
6 DOES 1 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such
7 fictitious names pursuant to California Code of Civil Procedure, section 474. Plaintiff will seek
8 leave of court to amend this Complaint to allege such manes and capacities as soon as they are
9 ascertained. DOES 1 through 5 are believed to be business entities who were also co-employers of
10 the Plaintiff and the aggrieved employees herein.

11 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
12 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
13 venturers, and/or partnered of each of the other Defendants, and were, at all such times, acting
14 within the course and scope of said employment and/or agency; furthermore, that each and every
15 Defendant herein, while acting as a high corporate officer, director and/or managing agent,
16 principle and/or employer, expressly directed, consented to, approved, affirmed and ratified each
17 and every action taken by the other co-Defendant, as herein alleged and was responsible in whole or
18 in part for the matters referred to herein.

19 13. Plaintiff is informed and believes and based thereon alleges that at all times herein
20 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
21 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
22 the course and scope of said employment and/or agency; furthermore, that each and every
23 Defendant herein, while acting as a high corporate officer, and/or managing agent, principal and/or
24 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
25 taken by the other co-Defendant, as herein alleged and was responsible in whole or in part for the
26 matters referred to herein.

27 14. Plaintiff is informed and believes and based thereon alleges that at all times herein
28 mentioned, Defendant, and each of them, proximately cause Plaintiff, and all others similarly

1 situated and the general public to be subjected to the unlawful practices, wrongs, complaints,
2 injuries and/or damages alleged in this Complaint.

3 15. Plaintiff is informed and believes and based thereon alleges that Defendants, and
4 each of them, are now and/or at all times mentioned in this Complaint were members of and/or
5 engaged in a joint venture, partnership and common enterprise, and were acting within the course
6 and scope of, and in pursuit of said joint venture, partnership and common enterprise and, as such
7 were co-employers of the Plaintiff and the putative class herein.

8 16. Plaintiff is informed and believes and based thereon alleges that Defendants, and
9 each of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of,
10 aided and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and
11 every one of the other Defendants in proximately causing the injuries and/or damages alleged in this
12 Complaint.

13 **JURISDICTION AND VENUE**

14 17. The California Superior Court has Jurisdiction on the matter because the claims
15 exceed the jurisdictional minimum of this court and Plaintiff is a resident of the state of California
16 and Defendants perform substantial business in the State of California. Further, the issues herein
17 are based on California statutes, specifically the Private Attorney General Act of 2004.

18 18. Venue is proper in the County of Alameda because Defendants transact substantial
19 business in this County, have aggrieved employees in this County, and claims of some of the
20 aggrieved employee group occurred in this county.

21 **FACTUAL ALLEGATIONS**

22 **A. *Background***

23 19. Wal-Mart Stores, Inc. (and/or Wal-Mart, Inc.) and Wal-Mart Associates, Inc. (Wal-
24 Mart or Defendant) is a national retailer with locations throughout California. Plaintiff and the
25 other aggrieved employees were jointly employed by Defendants as non-exempt employees.

26 20. Wal-Mart employed Plaintiff Griego as an hourly non-exempt associate from August
27 31, 2019, to October 8, 2019, and he seeks to represent all former hourly non-exempt associates
28 ("Aggrieved Employees").

21. Wal-Mart terminated Plaintiff Griego on October 8, 2019. Upon information and belief, Plaintiff was not paid all wages owed upon termination of employment, including but not limited to vacation and vacation-equivalent (“PTO”) wages. Furthermore, the check that Wal-Mart issued Plaintiff Griego on October 8, 2019, in the amount of \$548.29 was reversed one day after he deposited it, causing a negative balance in his bank account. Finally, on October 15, 2019, six (6) days later the check was re-presented by the bank and cleared that same day.

B. Defendants’ Failure to Pay All Wages Due Upon Termination of Employment

22. At all times relevant hereto, Labor Code § 201 has required an employer that discharges an employee to pay compensation due and owing to said employee immediately upon discharge. Labor Code Sections 202 requires an employer to pay an employee who quits any compensation due and owing to said employee within seventy-two (72) hours of an employee’s resignation. Labor Code Section 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under Sections 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

23. Defendants willfully and knowingly failed to pay Plaintiffs, upon termination of employment, all accrued compensation including but not limited to payment of wages for time worked, accrued vacation and vacation equivalent wages, and other forms of compensation.

C. Defendants’ Failure to Pay Minimum Wages, Designated Rates, Overtime, Vacation and Vacation Equivalent Wages, and Other Forms of Compensation Upon Termination

a. Minimum Wages

24. IWC Wage Order, No. 7 defines “hours worked” to mean “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

25. Labor Code § 1182.12 and IWC Wage Order, No. 7-2001, § 4 provide that on and after January 1, 2019, the minimum wage for all industries shall be not less than ten dollars and fifty cents (\$12.00) per hour.

1 26. Labor Code § 1194(a) provides in relevant part: “Notwithstanding any agreement to
2 work for a lesser wage, any employee receiving less than the legal minimum wage [] is entitled to
3 recover in a civil action the unpaid balance of the full amount of this minimum wage [], including
4 interest thereon, reasonable attorney’s fees, and costs of suit.”

5 27. Labor Code § 1194.2(a) provides in relevant part: “In any action under Section
6 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
7 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

9 28. Labor Code § 1197 provides: “The minimum wage for employees fixed by the
10 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
11 minimum so fixed is unlawful.”

12 29. As a matter of policy and/or practice, Defendants routinely suffered or permitted
13 Plaintiff and aggrieved employees to work portions of the day during which they were subject to
14 Defendants’ control, but Defendants failed to compensate them at the time of termination.

15 30. Throughout the Relevant Time Period, Plaintiff, and aggrieved employees, were
16 subject to Defendants’ uniform policy and/or practice of failing to pay minimum wages and/or
17 designated rates for hours worked at termination of employment. As a result, Plaintiff and
18 aggrieved employees were routinely denied compensation for all hours worked.

19 **b. Regular Wages**

20 31. California Labor Code § 223 provided “[w]here any statute or contract requires an
21 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
22 while purporting to pay the wage designated by statute or by contract.”

23 32. Throughout the Relevant Time Period, Defendants’ compensation scheme purported
24 to compensate Plaintiffs for all hours worked. In reality, Defendants suffered or permitted Plaintiffs
25 to work portions of their day without compensation, or lower compensation, while subject to
26 Defendants’ control.

27 33. Throughout the Relevant Time Period, Defendants paid less than the agreed upon
28 compensation owed to Plaintiffs, while purporting to pay the designated wage scale in violation of

1 Labor Code section 223. By failing to pay Plaintiffs all wages due at the designated rate at the time
2 of termination, Defendants violated Labor Code sections 204 and 223.

3 **c. Overtime**

4 34. Labor Code § 1194 provides that an employee receiving less than the legal overtime
5 compensation is entitled to recover in a civil action the unpaid balance of the full amount of this
6 minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees,
7 and costs of suit.

8 35. Labor Code § 510(a) states: "Any work in excess of eight hours in one workday and
9 any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee." Labor Code § 510(a) further states: "Any
12 work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
13 regular rate of pay for an employee." Labor Code § 510(a) further states: "[A]ny work in excess of
14 eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice
15 the regular rate of pay of an employee."

16 36. Wage Order No. 7-2001 provided for payment of overtime wages equal to one and
17 one-half (1 1/2) times an employee's regular rate of pay for all hours worked over eight (8) hours
18 per day and/or forty (40) hours in a workweek, and/or for payment of overtime wages equal to
19 double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any
20 workday and/or for all hours worked in excess of eight (8) hours on the seventh (7th) day of work in
21 any one workweek.

22 37. As a matter of policy and/or practice, Defendant routinely suffered or permitted
23 Plaintiff and aggrieved employees to work portions of the day during which they were subject to
24 Defendants' control, but Defendants failed to compensate them at the time of termination.

25 38. Throughout the Relevant Time Period, Plaintiff, and aggrieved employees, were
26 subject to Defendants' uniform policy and/or practice of failing to pay minimum wages and/or
27 designated rates for hours worked off-the-clock. As a result, Plaintiff and aggrieved employees
28 were routinely denied compensation for all hours worked.

1 **d. Vacation and Vacation-Equivalent Wages**

2 39. Labor Code 227.3 provides that “[u]nless otherwise provided by a collective-
3 bargaining agreement, whenever a contract of employment or employer policy provides for paid
4 vacations, and an employee is terminated without having taken off his vested vacation time, all
5 vested vacation shall be paid to him as wages at his final rate in accordance with such contract of
6 employment or employer policy respecting eligibility or time served; provided, however, that an
7 employment contract or employer policy shall not provide for forfeiture of vested vacation time
8 upon termination.”

9 40. As a matter of policy and/or practice, Defendant routinely failed to pay all vested
10 vacation and vacation-equivalent wages upon termination.

11 41. Throughout the Relevant Time Period, Plaintiff, and aggrieved employees, were
12 subject to Defendants’ uniform policy and/or practice of failing to pay minimum wages and/or
13 designated rates for hours worked off-the-clock. As a result, Plaintiff and aggrieved employees
14 were routinely denied compensation for all hours worked.

15 42. Additionally, Defendant did not maintain adequate records of all wages earned and
16 hours worked.

17 **D. *Defendants’ Failure to Pay with Sufficient Funds Upon Termination***

18 43. Labor Code §203.1 provides that “[i]f an employer pays an employee in the regular
19 course of employment or in accordance with Section 201, 201.3, 201.5, 201.7, or 202 any wages or
20 fringe benefits, or both, by check, draft or voucher, which check, draft or voucher is subsequently
21 refused payment because the employer or maker has no account with the bank, institution, or person
22 on which the instrument is drawn, or has insufficient funds in the account upon which the
23 instrument is drawn at the time of its presentation, so long as the same is presented within 30 days
24 of receipt by the employee of the check, draft or voucher, those wages or fringe benefits, or both,
25 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
26 therefor is commenced. However, those wages and fringe benefits shall not continue for more than
27 30 days and this penalty shall not apply if the employer can establish to the satisfaction of the Labor
28 Commissioner or an appropriate court of law that the violation of this section was unintentional....”

1 44. Throughout the Relevant Time Period, Defendants paid Plaintiffs with insufficient
2 funds such that they incurred bounced check fees and/or overdraft issues that had to be reconciled
3 by Plaintiffs. Defendants never reimbursed Plaintiffs for any bank charges or fees incurred as a
4 result of their payment with insufficient funds.

5 45. Throughout the Relevant Time Period, as an employer, Wal-Mart owed a fiduciary
6 duty to its employees to tender sufficient funds and fully compensate its employees. It retained a
7 benefit by failing to properly deliver all wages owed to their employees in a timely manner and
8 retaining said wages owed for its benefit. Plaintiffs request an accounting to determine the sums
9 that are owed to all employees.

10 46. Throughout the Relevant Time Period, Wal-Mart maintained an internal fund for
11 undelivered and/or uncashed wages in violation of California law. Wal-Mart had a duty to attempt
12 continued contact with former employees, deliver paychecks, and report unclaimed property to the
13 State of California. Wal-Mart failed to fulfill its fiduciary duty and obligations under California's
14 Unclaimed Property Law by failing to follow the procedures set forth in the Unclaimed Property
15 Law.

16 ***E. Defendants Failure to Maintain Accurate Employment Records Upon Termination***

17 47. At all times relevant hereto, Labor Code §§ 204, 226, 1174, 1174.5, 1194.5 and Cal.
18 Code Regs., tit. 8, § 11090 required employers to maintain accurate employment records.

19 48. Throughout the Relevant Time Period, Defendants failed to maintain documentation
20 of the actual hours worked each day by Plaintiff and other aggrieved employees, all wages earned,
21 hourly rates applicable, and meal breaks taken. As such, Defendants failed to maintain accurate
22 employment records during the last pay period before termination.

23 ***F. Defendants' Failure to Provide Accurate, Itemized Wage Statements Upon Termination***

24 49. At all times relevant hereto, Labor Code § 226 and IWC Wage Order, No. 7-2001, §
25 7 required employers to maintain adequate employment records and provide employees with
26 accurate itemized wage statements showing among other things, all final wages owed, all hours
27 worked, and all applicable hourly rates and compensation rates, and applicable pay period.
28

50. Throughout the Relevant Time Period, Defendants failed to provide accurate itemized wage statements that complied with Labor Code § 226 upon termination.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(Lab. Code §§ 2698 et seq.)

51. Plaintiff incorporates by reference the allegations set forth above.

52. Pursuant to California Labor Code § 2698 et seq., Plaintiff is entitled to act as a private attorney general to assess and recover civil penalties against Defendants on behalf of Plaintiff and any other former employees of Defendants for violations of the California Labor Code.

53. Pursuant to Labor Code § 2699.3, an aggrieved employee, may commence a civil action arising under Labor Code § 2699 after the following requirements have been met:

54. The aggrieved employee shall give written notice (hereinafter “Notice”) by certified mail to the Labor and Workforce Development Agency (hereinafter “Agency”) and the employer of the specific provisions of the Labor Code alleges to have been violated, including the facts and theories to support the alleges violation.

55. The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the notice received. Upon receipt of that notice or if no notice is provided within sixty-five (65) calendar days of the postmark date of the notice, the aggrieved employee may commence a civil action pursuant to Section 2699.

56. Plaintiff Griego has complied with the procedures for bringing suit specified California Labor Code Section 2699.3. By letter dated March 2, 2020, Plaintiff, on behalf of himself and the other aggrieved employees, gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code alleges to have been violated, including the facts and theories to support the alleges violations. Plaintiff Griego’s notice was given to the LWDA within one year his employment ended with Defendants, which was October 8, 2019. Plaintiff also paid the \$75.00 fee to the LWDA pursuant to SB 836. More than sixty-five (65) days have passed and the LWDA has

1 not responded to Plaintiff's letter. Furthermore, a copy of the original complaint of this action was
2 provided to the LWDA.

3 57. In this case, Plaintiff, on behalf of himself and all other Aggrieved Employees, seeks
4 relief for Defendants' unlawful employment policies, practices and procedures, which have resulted
5 in the failure of Defendants to pay Plaintiff and members of the putative class all wages due to them
6 upon termination including, minimum, regular, vacation, and overtime wages for all hours worked
7 (Labor Code §§ 510, 558, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, and Wage Order 7);
8 penalties for failing to maintain accurate employment records (Labor Code §§ 226, 1174, 1174.5,
9 and 1194.5); penalties for failure to timely furnish accurate, itemized wage statements (Labor Code
10 §§ 226(e), 226.3, 226.4, 1174, 1174.5, and 1194.5); penalties for wages due on termination (Labor
11 Code §§ 201-203), and penalties for bounced checks and insufficient funds (Labor Code §203.1).

12 **A. Aggrieved Employee Groups**

13 58. Plaintiff asserts claims on behalf of the following "Aggrieved Employees":

- 14 a. all former employees of Defendants whose employment was terminated by
15 Defendants;
- 16 b. all former employees of Defendants who voluntarily resigned/quit from
17 Defendants;
- 18 c. all former employees whose wages and or other monies are being held by
19 Defendants in their internal fund for undelivered and/or uncashed wages;
- 20 d. all former employees whose final pay checks were reversed or bounced after
21 payment was tendered;
- 22 e. all former employees whose final pay checks were reversed or bounced after
23 payment was tendered and the former employee paid a service charge as a
24 result;
- 25 f. any and all individuals who worked for Defendants in the State of California
26 whose employment ended at any time from one year prior to the filing of this
27 Complaint, through the date of judgment, and who received a Statement of
28 Final Pay and then received any additional wages (regular, overtime and/or

vacation) on Defendants on-cycle payroll immediately subsequent to the issuance of the Statement of Final Pay to the individual;

g. any and all individuals who worked for Defendants in the State of California whose employment ended at any time from one year prior to the filing of this Complaint, through the present, and who received a Statement of Final Pay and then received any additional wages (regular, overtime and/or vacation) more than 3 days after the issuance of the Statement of Final Pay on Defendants on-cycle payroll immediately subsequent to the issuance of the Statement of Final Pay to the individual.

B. Penalties Authorized by PAGA

59. Plaintiff is entitled to recover 25% of any civil penalties assessed against Defendants for the violations alleged above for the aggrieved employee group, with the remaining 75% of the recover being paid to the Labor and Workforce Development Agency.

60. Accordingly, Plaintiff seeks to recover, for the aggrieved employee group, any and all civil penalties otherwise capable of being collected under the law, including any statutes applicable under section 2699.5, and any penalty provisions provided for by §§ 201-203, 203.1, 204, 221-223, 226(e), 226.3, 227.3, 256, 510, 558, 1174.5, 1194, 1194.2(a), 1197, 1197.1, and 2699; CA Civil Code 3287(b); and Wage Order 7-2001.

61. Labor Code section 2699(g) also provides for the payment of reasonable attorneys' fees and costs to a prevailing party seeking recovery under the Private Attorney General Act. Accordingly, Plaintiff seeks to recover civil penalties, attorneys' fees, and costs in an amount to be proven at trial pursuant to any applicable provisions of the law.

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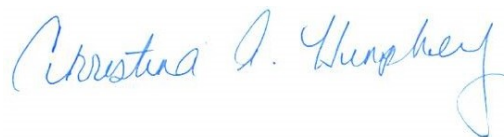
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 3 a. Civil penalties;
- 4 b. Other penalties and fines permitted by law;
- 5 c. Costs of suit;
- 6 d. Injunctive Relief;
- 7 e. Reasonable attorneys' fees; and
- 8 f. Such other relief as the Court deems just and proper.
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10 DATED: May 12, 2020

CHRISTINA HUMPHREY LAW, P.C.

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12 By: _____

13 Christina A. Humphrey

14 Attorneys for Plaintiff

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