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Attorneys for Plaintiff ABEL LARA, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees,

IN THE SUPERIOR COURT OF STATE OF CALIFORNIA

THE COUNTY OF ORANGE

ABEL LARA,

Plaintiff,

v.

U GYM LLC dba UFC GYM; COSTA
MESA GYM, LLC dba UFC GYM; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01163039-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL DAMAGES**

1. Violation of PAGA for Failure to Provide Meal Periods (Lab. Code, § 226.7, 512);
2. Violation of PAGA for Failure to Provide Rest Periods (Lab. Code, § 226.7, 512);
3. Violation of PAGA for Failure to Pay All Wages Including Minimum Wages and Overtime Wages (Lab. Code, § 510, 1194);
4. Violation of PAGA for Failure to Keep Accurate Payroll Records (Lab. Code, § 1174, 226, subd. (A), (E));
5. Violation of PAGA for Failure to Timely Pay Wages Upon Separation (Lab. Codes, §§201-203); and
6. Violation of PAGA for Failure to Reimburse for Necessary Expenditures (Lab. Code, § 2802).

Assigned for All Purposes"
Judge William Claster

CX-104

1 Plaintiff ABEL LARA (“Plaintiff” or “Mr. Lara”), as a representative of the State of
2 California and the Labor and Workforce Development Agency (“LWDA”), and on behalf of
3 himself and other current and former employees, complains and alleges as follows:

4 **PRELIMINARY STATEMENT**

5 1. This case arises out of the violation of numerous Labor Code provisions by U
6 GYM LLC doing business as UFC GYM; and COSTA MESA GYM, LLC; doing business as
7 UFC GYM (collectively, “UFC GYM” or “Defendants”), operate various MMA-inspired
8 fitness services and fitness facilities/gyms throughout the state of California, including County
9 of Orange. Plaintiff and similarly-aggrieved employees seek wages and reimbursements that
10 Defendants have failed and/or refused to pay to their employees.

11 2. This case arises out of the violation of numerous Labor Code provisions,
12 including, but not limited to, Defendant’s failure to provide meal periods, failure to provide
13 rest periods, failure to pay overtime wages, failure to reimburse employees for business-related
14 expenses, failure to keep accurate payroll records, and failure to pay waiting time penalties as
15 set forth more fully herein. These violations concern current and past employees of
16 Defendants’.

17 3. Plaintiff and other similarly situated employees seek recovery of unpaid wages,
18 including, but not limited to, overtime wages, and waiting time penalties in the State of
19 California, as a result of Defendant’s failure to provide meal and rest periods and failing to pay
20 employees all wages, including vacation time, overtime wages, and seek recovery of
21 unreimbursed job-related expenses due and owing at the time of their termination.

22 **JURISDICTION AND VENUE**

23 4. Venue is proper in Orange County, because the Defendant maintains its location
24 and transacts business in this county, the obligations and liability primarily arise in this county,
25 and worked was primarily performed by Plaintiff and similarly-aggrieved employees in Orange
26 County.

27 5. The California Superior Court has jurisdiction in the matter because the
28 individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional

1 threshold for federal court and, upon information and belief, Plaintiff and Defendant are
2 residents of and/or domiciled in the State of California. Further, there is no federal question at
3 issue as the issues herein is based solely on California Statutes and law, including the Labor
4 Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court,
5 and Business and Professions Code.

6 **THE PARTIES**

7 **Plaintiff**

8 6. Individual and Representative Plaintiff ABEL LARA is an individual residing
9 in Los Angeles County.

10 7. Plaintiff was employed by Defendant as an hourly, non-exempt fitness coach
11 from approximately March 12, 2019 through on or around January 2, 2020.

12 **Defendant**

13 8. Plaintiff is informed and believes, and based thereon alleges, that COSTA
14 MESA GYM, LLC, a California limited liability company and U GYM, LLC, a California
15 foreign limited liability company, both doing business as UFC GYM (hereinafter collectively
16 referred to as "Defendants") are organized under the laws of the State of California and is
17 and/or was Plaintiff and similarly-aggrieved employees' employer during the Relevant Time
18 Period, herein defined as the period of one (1) year preceding the filing of this complaint.

19 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
20 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through
21 50, inclusive, but on information and belief allege that said Defendants are legally responsible
22 for the occurrences alleged herein, and that the damages of Plaintiff and similarly-aggrieved
23 employees were proximately caused by such Defendants. Plaintiff will amend this complaint to
24 allege the true names and capacities of the DOE Defendants when ascertained.

25 10. Plaintiff is informed and believes, and based thereon alleges, that each
26 Defendant herein was, at all times relevant to this action, the agent, employee, representing
27 partner, and/or joint venture of the remaining Defendants and was acting within the course and
28 scope of the relationship. Plaintiff is further informed and believes, based thereon alleges, that

1 each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to
2 the remaining Defendants.

3 11. Plaintiff is further informed and believes, and based thereon alleges, that
4 Defendants herein acted as a “single employer” at all relevant times. At all relevant times,
5 Defendants managed stucco and plastering work across the state of California. Defendants
6 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
7 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
8 Defendant are legally attributable to the other Defendants.

9 **ADMINISTRATIVE PREREQUISITE**

10 12. By this complaint, Plaintiff brings this case as a representative action seeking
11 penalties for the State of California in a representative capacity, as provided by the Private
12 Attorneys General Act (“PAGA”), Labor Code sections 2698 et seq., to the extent permitted by
13 law, as an aggrieved employee who was employed by Defendant and subject to alleged
14 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
15 his/her notice to the LWDA and the employer: violation of Labor Code sections 201, 202, 203,
16 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802.

17 13. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
18 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
19 sections alleged to have been violated, and after receiving notice from the LWDA of its
20 intention not to investigate, or after sixty-five (65) days have passed without notice from the
21 LWDA.

22 14. On July 27, 2020, prior to the filing of this complaint, Plaintiff gave written
23 notice of the specific provisions alleged to have been violated, including the facts and theories
24 to support the alleged violations, as required by Labor Code section 2699.3. The written notice
25 was given via certified mail to Defendant(s), and the LWDA by electronically filing the notice
26 via the Department of Industrial Relations website. Plaintiff was given an LWDA case number
27 of LWDA-CM-800236-20. A true and correct copy of Plaintiff’s notice to the LWDA and
28 Defendant(s), dated July 27, 2020, is attached hereto as Exhibit A.

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16. During all or a portion of the Relevant Time Period, Plaintiff and similarly-aggrieved employees were employed by Defendant in the State of California. Plaintiff and similarly-aggrieved employees were non-exempt employees covered under one (1) or more Industrial Welfare Commission (“IWC”) Wage Orders, and Labor Code section 510, and/or other applicable wage orders, regulations and statutes, and were not subject to an exemption for executive, administrative and professional employees, which imposed obligations on the part of Defendant to pay Plaintiff and similarly-aggrieved employees lawful overtime compensation. Plaintiff and similarly-aggrieved employees were covered by one (1) or more IWC Wage Orders, and Labor Code section 226.7 and other applicable Wage Orders, regulations, and statutes which imposed an obligation on the part of the Defendant to pay Plaintiff and similarly-aggrieved employees rest and meal period compensation.

18. During the Relevant Time Period, Defendant was obligated to provide Plaintiff and similarly-aggrieved employees with a work free meal and/or rest period.

20. Plaintiff and similarly-aggrieved employees were not paid the above due overtime compensation timely upon the termination of their employment as required by Labor

Code sections 201, 202, and 203, and are entitled to penalties as provided by Labor Code section 203.

21. During the Relevant Time Period, Defendant required Plaintiff and similarly-aggrieved employees to work overtime without lawful compensation, in violation of the various applicable Wage Orders, regulations, and statutes, and Defendant: (1) Willfully failed and refused, and continue to fail and refuse to pay lawful overtime compensation to Plaintiff and similarly-aggrieved employees; and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and similarly-aggrieved employees.

22. During the Relevant Time Period, Defendant failed and/or refused to schedule Plaintiff and similarly-aggrieved employees in an overlapping manner so as to reasonably ensure meal and/or rest breaks and/or shift relief for Plaintiff and similarly-aggrieved employees, thereby causing Plaintiff and similarly-aggrieved employees to work without being given paid ten (10) minute rest periods for every four (4) hours or major fraction thereof worked and without being given a thirty (30) minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal periods for shifts of at least ten (10) hours during which Plaintiff and similarly-aggrieved employees were relieved of all duties and free to leave the premises. Defendant further failed and/or refused to schedule Plaintiff and similarly-aggrieved employees in a manner so as to reasonably ensure meal and/or rest breaks were taken within the required statutory time frame and uninterrupted as required by law. Furthermore, Defendant failed and/or refused to pay Plaintiff and similarly-aggrieved employees one (1) hour's pay at the employees' regular rate of pay as premium compensation for failure to provide rest and/or meal periods or to providing such rest and/or meal periods within the statutory time frame as a result of their scheduling policy.

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FIRST CLAIM FOR RELIEF
**VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT FOR FAILURE TO
PROVIDE MEAL PERIODS**

(Labor Code § 2699 et seq., For Violations of the Labor Code)
(Plaintiff against Defendants)

23. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

24. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

25. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

26. Defendant failed to schedule Plaintiff and similarly-aggrieved employees in an overlapping manner so as to reasonably ensure Plaintiff and similarly-aggrieved employees could take and/or receive uninterrupted and timely meal periods within the statutory timeframe. Generally, when meal breaks were provided, they were provided late, and Plaintiff and similarly-aggrieved employees would simply quickly eat between clients, if at all. Moreover, Defendants would routinely require Plaintiff and similarly-aggrieved employees to manipulate their time records to make I appear as if a meal break was received even if Plaintiff and similarly-aggrieved employees had no meal break. As a result, Plaintiff and similarly-aggrieved employees were often forced to forego a meal period and/or work during their meal period. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and similarly-aggrieved employees in violation of Labor Code sections 226.7 and 512 and other regulations and statutes.

1 27. At all times relevant hereto, Plaintiff and similarly-aggrieved employees have
2 worked more than five (5) hours in a workday.

3 28. At varying times relevant hereto, Plaintiff and similarly-aggrieved employees at
4 times have worked more than ten (10) hours in a workday.

5 29. By virtue of the Defendant's failure to schedule Plaintiff and similarly-
6 aggrieved employees in such a way as to provide a meal period, and/or work free meal period
7 to Plaintiff and similarly-aggrieved employees thereby causing Plaintiff and similarly-
8 aggrieved employees to suffer, and continue to suffer, damages in amounts which are presently
9 unknown, but will be ascertained according to proof at trial.

10 30. Plaintiff, as a personal representative of the general public, will and does seek to
11 recover any and all penalties for each and every violation shown to exist or to have occurred
12 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
13 otherwise only available to public agency enforcement actions. Funds recovered will be
14 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the
15 penalties recovered being reimbursed to the LWDA.

16 **SECOND CLAIM FOR RELIEF**

17 **VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT FOR FAILURE TO**
18 **PROVIDE REST PERIODS**

19 **(Labor Code § 2699 et seq., For Violations of the Labor Code)**

20 **(Plaintiff against Defendants)**

21 31. Plaintiff realleges and incorporates by reference the allegations in the preceding
22 paragraphs.

23 32. Labor Code section 226.7 provides that employers authorize and permit all
24 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

25 33. Labor Code section 226.7(b) provides that if an employer fails to provide
26 employee rest periods in accordance with this section, the employer shall pay the employee one
27 (1) hour of pay at the employees' regular rate of compensation for each workday that the rest
28 period is not provided.

1 34. Defendant failed and or refused to implement a relief system by which Plaintiff
2 and similarly-aggrieved employees could receive rest breaks and/or work free rest breaks.
3 Furthermore, due to Defendant's relief system, Plaintiff and similarly-aggrieved employees did
4 not receive his rest breaks within the required statutory time frame. By and through their
5 actions, Defendant intentionally and improperly denied rest periods to Plaintiff and similarly-
6 aggrieved employees in violation of Labor Code sections 226.7 and 512.

7 35. At all times relevant hereto, Plaintiff and similarly-aggrieved employees have
8 worked more than four (4) hours in a workday.

9 36. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and
10 similarly-aggrieved employees as a result of their scheduling and shift relief system, Plaintiff
11 and similarly-aggrieved employees have suffered, and will continue to suffer, damages, in
12 amounts which are presently unknown, but will be ascertained according to proof at trial.

13 37. Plaintiff, as a personal representative of the general public, will and does seek to
14 recover any and all penalties for each and every violation shown to exist or to have occurred
15 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
16 otherwise only available to public agency enforcement actions. Funds recovered will be
17 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the
18 penalties recovered being reimbursed to the LWDA.

19 **THIRD CLAIM FOR RELIEF**

20 **VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT FOR FAILURE TO**
21 **PAY ALL WAGES INCLUDING MINIMUM WAGE AND OVERTIME WAGES**

22 **(Labor Code § 2699 et seq., For Violations of the Labor Code)**

23 **(Plaintiff against Defendants)**

24 38. Plaintiff realleges and incorporates by reference the allegations in the preceding
25 paragraphs.

26 39. Plaintiff and similarly aggrieved employees regularly worked over eight (8)
27 hours per day and forty (40) hours per week. Defendant failed to pay Plaintiff and similarly
28 aggrieved employees for all hours worked. Specifically, Plaintiff and similarly aggrieved

1 employees were scheduled for prospecting time, which they spent trying to get new client on
2 the floor. However, Defendants systematically deducted the hours of prospecting time
3 performed by Plaintiff and similarly aggrieved employees if they were unable to acquire new
4 personal training clients. As a consequence, Defendant failed to pay Plaintiff and similarly
5 aggrieved employees all minimum, regular, overtime, and/or double-time wages for all hours
6 worked, including hours in excess of over eight (8) per day and forty (40) per workweek.
7 Pursuant to Labor Code 1194, the Plaintiff and similarly aggrieved employees seek the
8 payment of all minimum, regular, overtime, and/or double-time compensation which they
9 earned and accrued for one (1) year prior to filing this complaint, according to proof.

10 40. To the extent that such unpaid wages were for hours worked in excess of eight
11 (8) in one day or forty (40) in one week, such wages were required to be paid at an overtime
12 rate of one-and-a-half times each employee's base rate of pay.

13 41. By virtue of Defendant's unlawful failure to provide all wages owed to Plaintiff
14 and similarly-aggrieved employees, Plaintiff and similarly-aggrieved employees have suffered,
15 and will continue to suffer, damages in amounts which are presently unknown, but will be
16 ascertained according to proof at trial.

17 42. Plaintiff, as a personal representative of the general public, will and does seek to
18 recover any and all penalties for each and every violation shown to exist or to have occurred
19 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
20 otherwise only available to public agency enforcement actions. Funds recovered will be
21 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the
22 penalties recovered being reimbursed to the LWDA.

23 43. Additionally, Plaintiff and Aggrieved Employees are entitled to attorney's fees
24 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 48. Specifically, Plaintiff believes that Defendant's records do not accurately reflect
2 (1) actual hours worked; (2) total hours worked; (3) number of hours worked for each hourly
3 rate; (4) gross wages earned; (5) net wages earned; and (6) premium wages earned per pay
4 period. Further, Plaintiff believes that Defendant's records do not accurately reflect where
5 Plaintiff and similarly-aggrieved employees worked during their meal and/or rest breaks due to
6 Defendant's failure to schedule Plaintiff and similarly-aggrieved employees in an overlapping
7 manner so as to provide them with a meal and/or rest break. Further, Plaintiff and similarly-
8 aggrieved employees were not provided with timely, itemized statements that accurately reflect
9 the name and address of the legal entity that is the employer Defendant, in violation of Labor
10 Code section 226(a)(8).

11 49. Defendant knowingly and intentionally failed to, and continues to fail to, furnish
12 Plaintiff and similarly-aggrieved employees with timely, itemized statements that accurately
13 reflect the total number of hours worked, as required by Labor Code section 226, subdivision
14 (2), and Plaintiff and similarly-aggrieved employees suffered injury as a result. Moreover,
15 Defendant knowingly and intentionally failed to, and continues to fail to, furnish Plaintiff and
16 similarly-aggrieved employees with timely, itemized statements that accurately reflect the
17 name and address of the legal entity that is the employer Defendant, in violation of Labor Code
18 section 226(a)(8).

19 50. Plaintiff has complied with the reporting requirements under Labor Code
20 sections 2698-2699, individually and on behalf of all aggrieved employees.

21 51. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
22 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for
23 the initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for
24 each violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision
25 (e).

26 52. Plaintiff, as a personal representative of the general public, will and does seek to
27 recover any and all penalties for each and every violation shown to exist or to have occurred
28 during the Relevant Time Period, in an amount according to proof, as to those penalties that are

1 otherwise only available to public agency enforcement actions. Funds recovered will be
2 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the
3 penalties recovered being reimbursed to the LWDA.

4 53. Additionally, Plaintiff and Aggrieved Employees are entitled to attorney's fees
5 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

6 **FIFTH CLAIM FOR RELIEF**

7 **VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT FOR FAILURE TO**
8 **TIMELY PAY WAGES DUE UPON SEPERATION OF EMPLOYMENT**

9 **(Labor Code § 2699 et seq., For Violations of the Labor Code)**

10 **(Plaintiff against Defendants)**

11 54. Plaintiff realleges and incorporates by reference the allegations in the preceding
12 paragraphs.

13 55. Labor Code section 201 provides that an employer is required to pay an
14 employee whose employment is terminated by the employer all wages earned and unpaid
15 immediately upon termination.

16 56. Labor Code section 202 requires an employer pay to an employee who quits his
17 or her employment, all wages earned and unpaid no later than seventy-two (72) hours
18 thereafter.

19 57. Labor Code section 203 provides that an employer who fails to pay all wages
20 earned and due an employee who is discharged or who quits within the timeframe set forth in
21 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date
22 at the same rate of pay until paid, but not more than 30 days. In other words, the employer
23 owes the employee his or her daily rate of pay at their regular rate of pay for each day the full
24 amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

25 58. In violation of the Labor Code and IWC Wage Orders, Defendant failed to
26 timely pay all wages due to Plaintiff and the aggrieved employees upon separation of
27 employment. Specifically, Defendant failed to pay Plaintiff and the aggrieved employees all
28 minimum, regular, and overtime wages owed immediately upon termination or within seventy-

1 two (72) hours of resignation as a result of their unfair rounding practices, among other things.

2 59. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved
3 employees have suffered, and will continue to suffer, damages in amounts which are presently
4 unknown, but will be ascertained according to proof at trial.

5 60. Plaintiff seeks recovery of civil penalties individually, on behalf of the
6 aggrieved employees and the State of California for violations of Labor Code sections 201,
7 202, and 203 during the PAGA period, in a sum as provided by the Labor Code and/or other
8 statutes.

9 61. Plaintiff, individually and on behalf of the aggrieved employees and the State of
10 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
11 subdivision (g) and Code of Civil Procedure section 1021.5.

12 **SIXTH CLAIM FOR RELIEF**

13 **VIOLATION OF THE PRIVATE ATTORNEY GENERAL ACT FOR FAILURE TO**

14 **REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

15 **(Labor Code § 2699 et seq., For Violations of the Labor Code)**

16 **(Plaintiff against Defendants)**

17 62. Plaintiff realleges and incorporates by reference the allegations in the preceding
18 paragraphs.

19 63. Labor Code section 2802 provides that an employer shall indemnify his or her
20 employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
22 the employer.

23 64. Defendants failed to indemnify Plaintiff and aggrieved employees for all
24 necessary expenditures or losses incurred by Plaintiff and aggrieved employees in direct
25 consequence of the discharge of their duties. Specifically, Defendant failed to indemnify
26 Plaintiff and aggrieved employees for expenditures they incurred on their behalf, including, but
27 not limited to, maintaining (e.g., separately and frequently washing and drying) their heavily
28 soiled uniforms (bearing Defendants' logo). Plaintiff's and aggrieved employees' work

1 uniforms became heavily soiled as a result of coming in contact with client's germs and body
2 fluids. Moreover, Plaintiff and aggrieved employees were required to use their personal
3 cellphones to communicate with Defendants as well as communicate with and schedule their
4 clients. In violation of the Labor Code, Defendant failed to reimburse Plaintiff and aggrieved
5 employees for these business-related expenditures.

6 65. By virtue of Defendants' unlawful actions, Plaintiff and the aggrieved
7 employees have suffered, and will continue to suffer, damages in amounts which are presently
8 unknown, but will be ascertained according to proof at trial.

9 66. Plaintiff seeks recovery of civil penalties individually, on behalf of the
10 aggrieved employees and the State of California for violations of Labor Code section 2802
11 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

12 67. Plaintiff, individually and on behalf of the aggrieved employees and the State of
13 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
14 subdivision (g) and Code of Civil Procedure section 1021.5.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff prays for the following relief:

- 17 1. For penalties in an amount according to proof;
18 2. For reasonable attorney's fees and costs, pursuant to the PAGA; and
19 3. For such other and further relief as this Court may deem just and proper.
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21 Dated: October 1, 2020

MAHONEY LAW GROUP, APC

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25 By: _____

Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorney for Plaintiff ABEL LARA
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