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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 10 2021

BY 
ELYZABETH GOMEZ, DEPUTY

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF BERNARDINO**

CIV SB 2105544

12 RODRIGO JARA, an individual,

13 Plaintiff,

14 v.

15 SILVERSTONE TECHNOLOGY, INC., a
16 California corporation; and DOES 1 through 20,
inclusive,

17 Defendants.

Case No.

CIV SB 2105544

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
2. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
3. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
4. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ); AND**
5. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

27 **COMES NOW PLAINTIFF, RODRIGO JARA**, and for causes of action against the
28 Defendants and each of them, alleges as follows:

BY FAX

1 **JURISDICTION**

2 1. This Court is the proper court, and this action is properly filed in San Bernardino County,
3 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
4 transact business within San Bernardino County, and because the work that is the subject of this action
5 was performed by Plaintiff in San Bernardino County.

6
7 **THE PARTIES**

8 2. Plaintiff, RODRIGO JARA, is and at all times relevant hereto was a resident of the County
9 of San Bernardino, State of California.

10 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendant SILVERSTONE TECHNOLOGY, INC. (hereinafter referred to as "ST") was and is a
12 limited liability company doing business in the County of San Bernardino, State of California.

13 4. ST is hereinafter referred to as "Employer" or "Defendant."

14 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
15 hereto, Employer owned and operated a construction company.

16 6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
17 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
18 Commission Order No. 1-2001 and are each an "employer or other person acting on behalf of an
19 employer" as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that
20 basis.

21 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
22 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
23 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
24 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
25 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
26 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
27 alleged hereinafter.

28 ///

1 8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
3 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
4 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
5 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
6 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

7 9. Whenever and wherever reference is made in this complaint to any act or failure to act by
8 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
9 and/or failures to act by each Defendant acting individually, jointly and severally.

10
11 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

12 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
13 of interest and ownership between Employer and DOES 1-20 that the individuality and separateness of
14 defendants have ceased to exist.

15 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
16 purported corporate existence, Employer and DOES 1-20 are, in reality, one and the same, including, but
17 not limited to because:

18 a. Employer is completely dominated and controlled by one another and DOES 1-20,
19 who personally committed the frauds and violated the laws as set forth in this complaint, and who have
20 hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
21 some other wrongful or inequitable purpose.

22 b. Employer and DOES 1-20 derive actual and significant monetary benefits by and
23 through one another's unlawful conduct, and by using one another as the funding source for their own
24 personal expenditures.

25 c. Employer and DOES 1-20, while really one and the same, were segregated to
26 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
27 accomplishing some other wrongful or inequitable purpose.

28 ///

1 d. Employer do not comply with all requisite corporate formalities to maintain a legal
2 and separate corporate existence.

3 e. The business affairs of Employer and DOES 1-20 are, and at all times relevant
4 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
5 inextricable confusion. Employer is, and at all times relevant hereto were, used by one another and DOES
6 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the
7 alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would
8 not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff
9 for violations of the Government Code and other statutory violations. The corporate existence of
10 Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such
11 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

12 12. Accordingly, Employer constitute the alter ego of one another and DOES 1-20, and the
13 fiction of their separate corporate existence must be disregarded.

14 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
15 thereon alleges that Employer and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
16 enterprise, and that Plaintiff was an employee of Employer and DOES 1-20. Plaintiff performed services
17 for each and every one of Defendant, and to the mutual benefit of all Defendant, and all Defendant shared
18 control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendant's
19 business was and is conducted.

20 14. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
21 between DOES 1-20, Employer, or any of them, (1) there is an express or implied agreement of
22 assumption pursuant to which Employer and/or DOES 1-20 agreed to be liable for the debts of the other
23 Defendant, (2) the transaction between Employer sand/or DOES 1-20 and the other Defendant amounts
24 to a consolidation or merger of the two corporations, (3) Employer and/or DOES 1-20 are a mere
25 continuation of the other Defendants, or (4) the transfer of assets to Employer and/or DOES 1-20 is for
26 the fraudulent purpose of escaping liability for Defendant's debts. Accordingly, Employer and/or DOES
27 1-20 are the successors of one or more of the other Defendant and are liable on that basis.

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FACTUAL ALLEGATIONS

15. On or about June 19, 2006, Plaintiff began working for Defendant in their shipping and receiving department. Plaintiff was a non-exempt, full-time employee, who performed all of his duties satisfactorily, until on or about December 31, 2019.

16. Between January 1, 2016 and December 31, 2016, Plaintiff's hourly wage rate was approximately \$15.80. During this time period, Plaintiff's fixed schedule was five days per week, Monday through Friday, for approximately 9 hours per day.

17. Between January 1, 2017 and December 31, 2017, Plaintiff's hourly wage rate was approximately \$16.28. During this time period, Plaintiff's fixed schedule was five days per week, Monday through Friday, for approximately 9 hours per day.

18. Between January 1, 2018 and December 31, 2018, Plaintiff's hourly wage rate was approximately \$16.78. During this time period, Plaintiff's fixed schedule was five days per week, Monday through Friday, for approximately 9 hours per day.

19. Between January 1, 2019 and December 31, 2019, Plaintiff's hourly wage rate was approximately \$17.31. During this time period, Plaintiff's fixed schedule was five days per week, Monday through Friday, for approximately 9 hours per day.

20. Plaintiff's fixed schedule was five days per week, Monday through Friday, for approximately 9 hours per day.

21. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of the right to take statutory 10-minute rest breaks for every four hours worked or substantial portion thereof.

22. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff worked.

23. Because the acts taken toward Plaintiff were carried out by officers, directors and/or managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this Court.

FIRST CAUSE OF ACTION
FOR FAILURE TO PROVIDE MEAL AND REST PERIODS
(CAL. LABOR CODE §§226.7, 512)
AGAINST ALL DEFENDANTS

24. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

25. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

26. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

27. Plaintiff regularly worked in excess of five hours per day, and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on each day of work.

28. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 16-2001.

29. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 16-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, and is owed one hour of pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

30. From approximately January 1, 2016 to December 31, 2016, Plaintiff's statutory 30-minute meal periods were missed, interrupted or cut short approximately 5 days per week for 52 weeks, or on approximately 260 days. Consequently, Plaintiff is owed one hour of pay at \$15.80 for each day, or **\$4,108.00** plus interest thereon, for unpaid missed or interrupted meal periods. During this same time period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 260 days (5 days per week for 52 weeks). Consequently, Plaintiff is owed one hour of pay

1 at \$15.80 for each day, or \$4,108.00, plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed
2 a total of \$8,216.00, plus interest thereon, for unpaid meal and rest periods for this time period.

3 31. From approximately January 1, 2017 to December 31, 2017, Plaintiff's statutory 30-
4 minute meal periods were missed, interrupted or cut short approximately 5 days per week for 52 weeks,
5 or on approximately 260 days. Consequently, Plaintiff is owed one hour of pay at \$16.28 for each day,
6 or \$4,232.80 plus interest thereon, for unpaid missed or interrupted meal periods. During this same time
7 period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on
8 approximately 260 (5 days per week for 52 weeks). Consequently, Plaintiff is owed one hour of pay at
9 \$15.00 for each day, or \$4,232.80 plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed a
10 total of \$8,465.60 plus interest thereon, for unpaid meal and rest periods for this time period.

11 32. From approximately January 1, 2018 to December 31, 2018, Plaintiff's statutory 30-
12 minute meal periods were missed, interrupted or cut short approximately 5 days per week for 52 weeks,
13 or on approximately 260 days. Consequently, Plaintiff is owed one hour of pay at \$16.78 for each day,
14 or \$4,362.80 plus interest thereon, for unpaid missed or interrupted meal periods. During this same time
15 period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on
16 approximately 260 days (5 days per week for 52 weeks). Consequently, Plaintiff is owed one hour of pay
17 at \$14.81 for each day, or \$4,362.80 plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed
18 a total of \$8,725.60 plus interest thereon, for unpaid meal and rest periods for this time period.

19 33. From approximately January 1, 2019 to December 31, 2019, Plaintiff's statutory 30-
20 minute meal periods were missed, interrupted or cut short approximately 5 days per week for 52 weeks,
21 or on approximately 260 days. Consequently, Plaintiff is owed one hour of pay at \$17.31 for each day,
22 or \$4,500.60 plus interest thereon, for unpaid missed or interrupted meal periods. During this same time
23 period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on
24 approximately 160 days (5 days per week for 32 weeks). Consequently, Plaintiff is owed one hour of pay
25 at \$14.81 for each day, or \$4,500.60 plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed
26 a total of \$9,001.20 plus interest thereon, for unpaid meal and rest periods for this time period.

27 34. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
28 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

1 35. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
2 such amounts in the combined amount of \$34,408.40, pursuant to Labor Code §226.7(b), plus interest
3 thereon and costs of suit.

4
5 **SECOND CAUSE OF ACTION**
6 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
7 **(CAL. LABOR CODE §§226, ET SEQ.)**
8 **AGAINST ALL DEFENDANTS**

9 36. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
10 set forth in full herein.

11 37. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
12 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
13 total deductions and net wages earned. An employer who violates these code sections is liable to its
14 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
15 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
16 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
17 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
18 at all.

19 38. In addition, thereto, pursuant to Labor Code §226.3, an employer who willfully violates
20 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
21 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

22 39. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
23 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
24 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
25 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
26 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
27 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
28 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not

1 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
2 of the required information, including hours actually worked.

3 40. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

4 41. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
5 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
6 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
7 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
8 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
9 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
10 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
11 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

12 42. Plaintiff was paid on a Bi-monthly basis, and therefore Defendants violated Labor Code
13 §226 approximately 96 times during the last year that Plaintiff worked for Defendants.

14 43. Consequently, Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties
15 in the statutory maximum amount of \$4,000.00, whichever is greater.

16 44. In addition, thereto, for Defendant's 96 violations, Defendants are penalized \$250.00 for
17 the first violation, and the remainder of which Defendants are penalized \$1000.00 each, for a total due in
18 Labor Code §226.3 penalties of **\$95,250.00** (\$250.00 + \$1,000.00 x 30 subsequent pay periods).

19 45. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
20 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
21 applicable provisions, as well as attorneys' fees and costs.

22
23 **THIRD CAUSE OF ACTION**

24 **FOR WAITING TIME PENALTIES LABOR CODE §§201-203**

25 **AGAINST ALL DEFENDANTS**

26 46. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
27 set forth in full herein.

28 ///

1 47. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
2 other compensation due immediately upon termination or within 72 hours of resignation, as required.
3 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
4 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
5 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
6 203.

7 48. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
8 203.

9 49. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
10 is entitled to payment of Plaintiff's meal and rest periods as previously pleaded herein, and more than
11 **\$4,152.00** in wait time penalties, calculated based on a daily average wage of \$138.40, times 30 days.

12 50. Based on Defendants' conduct as alleged herein, Defendants are liable for **\$4,152.00** in
13 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
14 fees and costs.

15
16 **FOURTH CAUSE OF ACTION**
17 **FOR PRIVATE ATTORNEY GENERAL ACT**
18 **(CAL. LABOR CODE §2699, ET SEQ)**
19 **AGAINST ALL DEFENDANTS**

20 51. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
21 set forth in full herein.

22 52. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against
23 Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties
24 for Defendants' violations of the California Labor Code.

25 53. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
26 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
27 previously pleaded in this Complaint.

28 ///

1 54. On October 14, 2020, more than 65 calendar days before filing this Complaint, Plaintiff
2 provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail
3 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
4 satisfying the requirements of Labor Code §2699.3(a). These violations included the above-stated Labor
5 Code sections, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

6 55. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
7 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
8 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

9 56. As a direct and proximate result of Defendants' California Labor Code violations as set
10 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
11 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
12 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
13 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
14 provide for a penalty, §§226.3, 226.7, and 512.

15 57. These penalties recoverable for Plaintiff alone totals approximately **\$4,700.00**.

16 58. Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

17 59. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
18 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

19
20 **FIFTH CAUSE OF ACTION**
21 **FOR UNFAIR COMPETITION**
22 **(BUS. & PROF. CODE §17200 ET SEQ.)**
23 **AGAINST ALL DEFENDANTS**

24 60. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
25 set forth in full herein.

26 61. Defendants' violations of the applicable 8 Code of Regulations section, Industrial Welfare
27 Commission Order No.16-2001, the above-stated Labor Code sections, 2699, and other applicable
28 provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime

1 wages, Defendants' failure to provide meal and rest breaks, and Defendants' failure to provide timely and
2 accurate wage and hour statements, constitute unfair business practices in violation of Business &
3 Professions Code §§17200, et seq.

4 62. As a result of Defendants' unfair business practices, Defendants have reaped unfair
5 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
6 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

7 63. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
8 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
9 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
10 Plaintiff.

11
12 **PRAYER FOR RELIEF**

13 64. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
14 in the amount of no less than **\$34,408.40**;

15 65. For damages pursuant to Labor Code §226 in the amount of **no less than \$4,000.00**;

16 66. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
17 less than **\$95,250.00**;

18 67. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
19 **\$4,700.00** on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
20 employees;

21 68. For prejudgment interest on each of the foregoing at the legal rate from the date the
22 obligation became due through the date of judgment in this matter.

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1 69. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
2 Code and/or any other basis;

3 70. For post-judgment interest; and

4 71. For any other relief that is just and proper.

5
6 DATED: February 9, 2021

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8 By: _____


Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramez, Esq.
Attorneys for Plaintiff
RODRIGO JARA

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13 **JURY TRIAL DEMANDED**

14 Plaintiff demands trial of all issues by jury.

15 DATED: February 9, 2021

16
17
18 By: _____


Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff
RODRIGO JARA