

Michael R. Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Blake Jones (SBN 211221)
Nikki Trenner (SBN 316007)
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA
Telephone: (310) 241-3714
Facsimile (310) 510-6429

Attorneys for Plaintiff LAUREN EDWARDS,
on behalf of herself and all similarly situated
aggrieved employees.

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE

LAUREN EDWARDS, on behalf of herself and
all similarly situated aggrieved employees,

Plaintiffs,

v.

CAREERSTAFF UNLIMITED, LLC, a
Delaware limited liability company; REYES
COCA-COLA BOTTLING, LLC, a Delaware
limited liability company; and DOES 1-100,

Defendants.

Case No.: 30-2020-01176349-CU-OE-CXC

**FIRST AMENDED REPRESENTATIVE
COMPLAINT FOR VIOLATIONS OF
PRIVATE ATTORNEYS GENERAL ACT
OF 2004, CAL. LABOR CODE SECTIONS
2698, ET SEQ.**

JURY TRIAL DEMANDED

1 **GENERAL ALLEGATIONS**

2 1. Plaintiff LAUREN EDWARDS is an individual residing in the State of California.

3 2. On information and belief, Defendant CAREERSTAFF UNLIMITED, LLC is a Delaware
4 limited liability companies, duly licensed to conduct business in the State of California, and it
5 maintains its principal place of business in Orange County, California.

6 3. On information and belief, Defendants REYES COCA-COLA BOTTLING, LLC is a
7 Delaware limited liability companies, duly licensed to conduct business in the State of California,
8 and it maintains its principal place of business in Cook County, Illinois.

9 4. Plaintiff is unaware of the names and capacities, whether individual, partnership, limited
10 partnership, corporate, or otherwise, of those defendants sued as DOES 1 through 100 and
11 therefore sues such defendants by such fictitious names pursuant to Code of Civil Procedure § 474.
12 Plaintiff is informed and believes, and thereon alleges, that each of the defendants sued herein,
13 including DOES 1 through 100, is and was proximately the cause of or contributed to cause the
14 damages hereinafter alleged, or in some manner is responsible in whole or in part for the damages
15 which have been, are being, and will be suffered by Plaintiff as alleged herein. When the true
16 names and/or capacities of the defendants are ascertained, Plaintiff will seek leave to amend this
17 complaint to insert the same herein with appropriate charging allegations.

18 5. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each of the
19 defendants, including the DOE defendants, were acting at all relevant times herein, as the agent,
20 ostensible agent, joint venturer, joint employer, servant, officer, director, employee, associate,
21 agent, representative, alter ego, or co-conspirator of each of the other defendants, and in engaging
22 in the conduct alleged herein, were at all times acting in the course and scope of, and in furtherance
23 of, such agency, joint venture, joint employment, servitude, employment, association, and/or
24 conspiracy and with the permission and consent of the other defendants. Unless otherwise
25 specified, Plaintiff will refer to all defendants as “Defendants” and each allegation pertains to each
26 defendant.

6. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein, Defendants and/or each of their managing agents and supervisors aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

7. Plaintiff is informed and believes, and thereon alleges that, at all times relevant herein, the various acts and representations of Defendants, including each DOE defendants, and each agent or representative of Defendants, were the result of, and in furtherance of, an agreement whereby Defendants and each agent or representative of the Defendants knowingly conspired to engage in the acts described herein, including, but not limited to, Defendant's violation of the California Labor Code.

8. Plaintiff is informed and believes that Defendant CareerStaff Unlimited, LLC was fully aware that its employees assigned to work at Reyes Coca-Cola Bottling, LLC were being subjected to unlawful policies and/or practices; and, that it acquiesced in, and ratified, these policies and/or practices, including by taking no actions to correct it and protect its employees.

9. This Court possesses original subject matter jurisdiction over this matter. Venue is proper in this judicial district because Defendant CareerStaff Unlimited, LLC maintains its principal place of business in this judicial district and some of the complained conduct occurred in this judicial district.

10. Plaintiff was employed by Defendants as a non-exempt employee with the job title of “Certified Nursing Assistant.” Approximately November 2015, Plaintiff was hired by Defendant CareerStaff Unlimited, LLC as a non-exempt employee. On or about April 1, 2020, Defendant CareerStaff Unlimited, LLC assigned to work for its client, Defendant Reyes Coca-Cola Bottling, LLC as a non-exempt Certified Nursing Assistant.

11. Plaintiff was instructed to submit her timecards to Defendant CareerStaff Unlimited, LLC. Plaintiff is informed and believes that Defendant CareerStaff Unlimited, LLC was primarily responsible for reviewing, processing, and paying her for the hours she worked, including paying Plaintiff premium payments for missed meal and rest periods. In connection with her assignment,

1 Defendant CareerStaff Unlimited, LLC instructed Plaintiff to follow the instructions she was
2 given by Defendant Reyes Coca-Cola Bottling, LLC.

3 12. Under California law, the definition of the terms “to employ” are broadly construed under
4 the applicable IWC Wage Order to have three alternative definitions, including: (1) to exercise
5 control over the wages, hours or working conditions; (2) to suffer of permit to work; or (3) to
6 engage, thereby creating a common law employment relationship. *See Martinez v. Combs*, 49
7 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
8 was to reach situations in which multiple entities control different aspects of the employment
9 relationship. Supervision of the work, in the specific sense of exercising control over how services
10 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
11 wage order. *Id.* at 76. A joint employer relationship exists when one entity (such as a temporary
12 employment agency) hires and pays a worker, and the other entity supervises the work. *Id.*

13 13. During Plaintiff’s assignment with CareerStaff Unlimited, LLC and Reyes Coca-Cola
14 Bottling, LLC, Plaintiff and the aggrieved employees were jointly employed by these Defendants
15 for purposes of the Wage Orders, under the alternative definitions of “to employ” adopted by the
16 California Supreme Court in *Martinez, supra*. Both of these Defendants (1) exercised control over
17 the wages, hours and working conditions of Plaintiff and the aggrieved employees; (2) suffered or
18 permitted Plaintiff and the aggrieved employees to work for them; and, (3) engaged Plaintiff and
19 the aggrieved employees to work for them.

20 14. In particular, Defendant CareerStaff Unlimited, LLC hired Plaintiff and entered into a
21 written employment agreement with her. During her employment Defendant CareerStaff
22 Unlimited, LLC maintained control over many aspects of Plaintiff’s employment, including,
23 among other things, having the authority to discipline her, change her job assignment, change her
24 work hours, change her rates of pay, and to terminate her employment. Plaintiff was also required
25 to submit weekly timecards to Defendant CareerStaff Unlimited, LLC; and, Defendant CareerStaff
26 Unlimited, LLC was supposed to process her time cards and pay her for all hours she worked.
27 Defendant CareerStaff Unlimited, LLC exercised ultimate control over the payment of Plaintiff’s

wages, as it issued Plaintiff her weekly paychecks. Defendant CareerStaff Unlimited, LLC was primarily responsible for paying Plaintiff premium pay for missed meal periods and rest breaks. Finally, Defendant CareerStaff Unlimited, LLC directed Plaintiff to comply with all of Defendant Reyes Coca-Cola Bottling, LLC's policies and directions when she was assigned to work at Reyes Coca-Cola Bottling, LLC. Plaintiff is informed and believes that Defendant CareerStaff Unlimited, LLC exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other aggrieved employees.

15. Defendant Reyes Coca-Cola Bottling, LLC similarly suffered or permitted Plaintiff to work for Defendant Reyes Coca-Cola Bottling, LLC or engaged Plaintiff to work for Defendant Reyes Coca-Cola Bottling, LLC. Plaintiff is informed and believes that Defendant Reyes Coca-Cola Bottling, LLC entered into a written agreement with Defendant CareerStaff Unlimited, LLC, pursuant to which Defendant Reyes Coca-Cola Bottling, LLC paid Defendant CareerStaff Unlimited, LLC to provide it with workers, including Plaintiff, to assist in conducting Defendant Reyes Coca-Cola Bottling, LLC's business operations. Defendant Reyes Coca-Cola Bottling, LLC suffered or permitted Plaintiff to work at its facility in Downey, California pursuant to this agreement from approximately April 1, 2020 to April 13, 2020.

16. During her assignment, Defendant Reyes Coca-Cola Bottling, LLC further exercised control over Plaintiff's wages, hours, and working conditions. Among other things, Defendant Reyes Coca-Cola Bottling, LLC (1) set Plaintiff's work hours and provided her with her work schedule; (2) provided Plaintiff with policies regarding her meal periods and rest breaks, with which Plaintiff was required to comply; (3) directed Plaintiff to remain on premises during her rest periods; (4) directly supervised Plaintiff's work through its employees; (5) assigned Plaintiff her job duties; (6) determined if and when Plaintiff would receive meal periods and rest breaks; (7) exercised authority to end Plaintiff's work assignment at any time, which essentially equated to a termination of employment as Defendant CareerStaff Unlimited, LLC did not guarantee other job assignments; (8) subjected Plaintiff to unlawful schedules for taking meal periods and rest breaks; and (9) interrupted Plaintiff during her meal periods and rest breaks. Defendant Reyes Coca-Cola

1 Bottling, LLC issued further rules governing Plaintiff's working conditions with which she was
2 required to comply. Plaintiff is informed and believes that Defendant Reyes Coca-Cola Bottling,
3 LLC exercised the same control over, applied the same policies and practices, and engaged in the
4 same acts and omissions with regard to the other aggrieved employees.

5 17. Plaintiff brings her complaint under the Private Attorneys General Act of 2004, California
6 Labor Code sections 2698, et seq. ("PAGA"), as a representative action on behalf of the State of
7 California, regarding violations of the Labor Code as to all similarly aggrieved individuals
8 employed by Defendant as a Certified Nursing Assistant or similar position, however titled, in the
9 State of California. This action is brought solely pursuant to the PAGA and seeks no relief beyond
10 that available under the PAGA.

11 18. During the period beginning one (1) year preceding the filing of the required PAGA notice
12 with the Labor Workforce and Development Agency ("LWDA"), and continuing through the
13 present, as alleged herein, Defendant violated Labor Code sections 201-204, 216, 221-223, 226,
14 226/7, 245-248.5, 432.5, 510, 512, 558, 558.1, 1174, 1194, 1197-1199, 2810.5, and all applicable
15 Wage Orders, as to Plaintiff and all other similarly aggrieved employees who performed work for
16 Defendants in California. These violations subject Defendants to civil penalties as set forth in the
17 foregoing statutes as well as other provisions of the Labor Code, including, without limitation,
18 Labor Code sections 210, 558, 1174.5, 1197.1, and 2699.

19 **FIRST CAUSE OF ACTION**
20 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR**
21 **CODE SECTIONS 2698, ET SEQ.**

22 19. Plaintiff incorporates paragraphs one (1) through eighteen (18) of this complaint as if fully
23 alleged herein.

24 20. Under the Labor Code and IWC Wage Orders, Defendants were required to provide
25 Plaintiff and all similarly aggrieved employees with one thirty (30) minute meal period free from
26 all duties for all shifts longer than five (5) hours, and a second thirty (30) minute meal period free
27 from all duties for all shifts longer than ten (10) hours. Meal periods can be waived but only under
28 the following circumstances: (1) if an employee's total work period in a day is over five (5) hours

1 but no more than six (6) hours, the required meal period may be waived by mutual consent of the
2 employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours
3 but no more than twelve (12) hours, the required second meal period may be waived by mutual
4 consent of the employer and employee, but only if the first meal period was not waived. Employers
5 covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one
6 meal period for shifts over five hours (see above), and (2) to record having done so. If the employer
7 fails to properly record a valid meal period, it is presumed no meal period was provided.

8 21. Plaintiff and similarly aggrieved employees regularly worked periods of more than five (5)
9 hours in a workday without being provided a mandatory thirty (30) minute, duty-free meal period,
10 and regularly worked periods of more than ten (10) and/or twelve (12) hours in a workday without
11 being provided a mandatory second thirty (30) minute, duty-free meal period. While Defendants
12 purported to offer one (1) thirty (30) minute meal period per shift and required Plaintiff and
13 similarly aggrieved employees to clock out for a single thirty (30) minute meal period per shift,
14 those meal periods did not comply with California law because they were typically interrupted or
15 cut short, and Plaintiff and similarly aggrieved employees were prohibited from leaving the work
16 site during their meal periods. Defendants did not otherwise meet the requirements imposed by the
17 Wage Order regarding employees working on-duty meal periods without penalty. Defendants also
18 failed to pay Plaintiff and similarly aggrieved employees an additional hour of wages at their
19 regular rates of pay for each workday a meal period was not provided.

20 22. California law requires an employer to authorize or permit an employee to take a rest period
21 of ten (10) net minutes for every four (4) hours worked, or major fraction thereof, and such rest
22 periods must be in the middle of the four (4) hour period insofar as practicable. If the employer
23 fails to provide any required rest periods, or fails to provide a fully compliant rest period for a net
24 ten (10) minutes where in the employee is fully relieved of all duties and all employer control, the
25 employer must pay the employee one hour of pay at the employee's regular rate of compensation
26 for each workday the employer did not provide a legally required and/or fully compliant rest period.

23. Defendants failed to provide Plaintiff and similarly aggrieved employees all required and/or fully compliant rest periods, or compensation in lieu thereof. Defendants employed policies and procedures that ensured Plaintiff and similarly aggrieved employees would not receive all legally required rest periods, as Defendants did not authorize and permit all required rest periods in strict accordance to, and in compliance with, the timing requirements of all applicable Wage Orders. Defendants similarly employed policies and procedures that rendered rest periods non-compliant with the requirements of California law by, inter alia, failing to relieve Plaintiff and similarly aggrieved employees of all duties and all employer control. Defendants further employed policies and procedures ensuring Plaintiff and similarly aggrieved employees did not receive premium wages to compensate them for workdays they did not receive all legally required and fully compliant rest periods.

24. California law provides employees in California must be paid for all hours worked, up to forty (40) per week or eight (8) per day, at a regular time rate no less than the mandated minimum wage. California law also provides employees in California must be paid overtime, equal to one and a half (1.5) times the employee's regular rate of pay, for all hours worked in excess of forty (40) per week or eight (8) per day. Plaintiff and similarly aggrieved employees regularly worked hours, including overtime hours, for which they were not compensated by Defendants as required by California law, including time spent performing work during uncompensated meal periods. By requiring Plaintiff and similarly aggrieved employees to perform "off the clock" work without counting such time as hours worked and without compensating Plaintiff and all similarly aggrieved employees for such "off the clock" work, Defendants violated Labor Code sections 1194-1199, and Wage Order 5-2001, section 7, as to Plaintiff and all similarly aggrieved employees. These violations subject Defendants to civil penalties under the foregoing Labor Code sections and other applicable Labor Code sections, including without limitation Labor Code sections 558, 1197.1 and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.

1 25. California law provides that, at the time of each payment of wages, the employer must
2 provide each employee with an itemized statement showing, inter alia, gross wages earned, total
3 hours worked, all deductions taken, net wages earned, the inclusive dates for which the employee
4 is being paid, the employee's name and last four digits of their social security number, the name
5 and address of the legal entity that it is the employer, and all applicable hourly rates in effect during
6 the pay period and all hours worked at each rate. Defendants knowingly and intentionally failed to
7 provide Plaintiff and other aggrieved employees with proper, itemized wage statements as the
8 wage statements provided by Defendants do not accurately reflect, inter alia, gross wages earned,
9 total hours worked, net wages earned, and all applicable hourly rates in effect during each pay
10 period and all hours worked at each applicable hourly rate. Notably, Defendants' wage statements
11 fail to list the overtime and double time rates of pay accurately. Accordingly, Defendants have
12 violated Labor Code section 226 as to Plaintiff and all similarly aggrieved employees. These
13 violations subject Defendants to civil penalties under the Labor Code, including without limitation
14 Labor Code sections 226 and 2699. Each violation of each Labor Code section and Wage Order
15 provision, for each aggrieved employee, results in a separate civil penalty.

16 26. California law requires employers to keep "accurate and complete" payroll records
17 showing, among other things, the hours worked daily by all non-exempt employees. IWC Wage
18 Order 5-2001, section 7, similarly requires employers to keep time records showing, inter alia,
19 when the employees begin and end each work period. At all relevant times, Defendants have failed,
20 and continue to fail, to keep the required time records, as Defendants did not provide and/or record
21 all of Plaintiff's and other similarly aggrieved employees time spent performing preparatory and
22 administrative duties. Defendants' failure to keep "accurate and complete" payroll records for
23 Plaintiff and other similarly aggrieved employees violates Labor Code sections 1174, 1198-99,
24 and Wage Order 5-2001, section 7. These violations subject Defendants to civil penalties under
25 the Labor Code, including without limitation sections 1174.5 and 2699. Each violation of each
26 Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate
27 civil penalty.

1 27. Together, Labor Code sections 1198 and 1199 make unlawful employment of any
2 individual under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or
3 neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
4 sections 1174, 1197, and 1198, or other order or ruling of the IWC. Defendant's violations with
5 respect to minimum wages and/or overtime wages, as alleged herein, result in separate violations
6 of Labor Code sections 1198 and 1199, and subject Defendant to civil penalties under the Labor
7 Code, including without limitation Labor Code sections 1197.1 and 2699. Each violation of each
8 Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate
9 civil penalty.

10 28. An Employer is required to provide paid sick days in accordance with Labor Code Section
11 245 through 248.5. Defendants failed to provide paid sick leave to Plaintiff and similarly situated
12 aggrieved employees and failed to put them on notice of their paid sick leave rights by failing to
13 put their entitlement sick leave in a Labor Code 2810.5 notice. In addition, Defendants failed to
14 maintain accurate records of used sick leave and the balance of paid sick leave left to the employee
15 throughout the relevant time period. Furthermore, Defendants failed to provide notice of the
16 correct sick leave amount balance left for Plaintiff and similarly situated aggrieved employees,
17 thus affecting their intelligent exercise of their paid sick leave rights. But for this failure, Plaintiff
18 and similarly aggrieved employees would have used their paid sick leave at least prior to their
19 respective separation, for as on several occasions thereafter, he or she would have been entitled to
20 use the banked sick leave and earn appropriate compensation.

21 29. Further, Defendants failed to provide a Labor Code section 2810.5 notice, putting Plaintiff
22 and similarly aggrieved employees on notice of their right to use paid sick leave. Defendants failed
23 to provide the posting required by these statutes, showing and demonstrating: (1) an employee is
24 entitled to accrue, request, and use paid sick days; (2) the amount of sick days provided for by this
25 article; (3) the terms of use of paid sick days; and (4) that retaliation or discrimination against an
26 employee who requests paid sick days or uses paid sick days, or both, is prohibited and that an
27

1 employee has the right under this article to file a complaint with the Labor Commissioner against
2 an employer who retaliates or discriminates against the employee.

3 30. Moreover, in violation of Labor Code section 247.5, Defendants failed to maintain records
4 documenting the hours worked and paid sick days accrued and used by employees, permitting the
5 presumption that Plaintiff and similarly aggrieved employees were entitled to the maximum
6 number of hours accruable under this article at the time of their termination. Defendants further
7 failed to comply with Labor Code section 246 which requires Defendants to provide its employees
8 with a 226 statement or separate writing containing the amount of paid sick leave available, or paid
9 time off leave an employer provides in lieu of sick leave, at the time it pays its period wages and
10 provides a Labor Code section 226 statement. Defendants unlawfully retain and continue to retain
11 paid sick leave that should have been paid and was not as a result of Defendants' failure to properly
12 institute a paid sick leave program. On information and belief, Plaintiff alleges that all these
13 practices were experienced and continue to be experienced by other similarly aggrieved employees.

14 31. California Labor Code section 204 requires an employer to pay employees all wages due
15 and payable at least twice each calendar month. Defendants failed to comply with Labor Code
16 section 204 by failing to timely pay twice during each calendar month all wages due and payable
17 to Plaintiff and other similarly aggrieved employees. Defendants' violations of Labor Code section
18 204 subject Defendants to civil penalties, including but not limited to the penalties set forth in
19 California Labor Code sections 210 and 2699. Each violation results in a separate civil penalty,
20 for each aggrieved employee for each pay period during which the statutory provisions were
21 violated.

22 32. Labor Code section 201 requires employers to pay all wages earned and unpaid at the time
23 of discharge, immediately upon discharge. Labor Code section 202 states similar provisions with
24 respect to employees who resign. For all aggrieved employees no longer employed by Defendants,
25 Defendants still have not paid such aggrieved employees all wages earned and unpaid at the time
26 of discharge, in that Defendant has not paid for, inter alia, time spent performing work during
27 uncompensated meal periods. These violations subject Defendant to civil penalties under the Labor

Code, including without limitation Labor Code sections 203, 256 and 2699. Each violation results in a separate civil penalty, for each aggrieved employee for each pay period during which the statutory provisions were violated.

33. California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by all non-exempt employees. IWC Wage Order 5-2001, section 7 similarly requires employers to keep time records reflecting the times during which all owed meal periods were provided each day. At all relevant times, Defendants have failed, and continue to fail, to keep the required time records. Defendants did not record Plaintiff’s and other aggrieved employees’ time spent working off-the-clock, to wit: Defendants did not record aggrieved employees’ time spent performing work during uncompensated meal periods. Defendants simply deducted the meal period even if the employee was working throughout the entirety of his or her shift. Defendants’ failure to keep “accurate and complete” payroll records for Plaintiff and other aggrieved employees violates Labor Code sections 1174, 1198, 1199, and Wage Order 5-2001, section 7. These violations subject Employer to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.

34. Plaintiff complied with the procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5. By letter dated October 2, 2020, Plaintiff gave written notice to the LWDA via electronic mail at PAGAfilings@dir.ca.gov on October 7, 2020, and via certified mail to Defendants on October 7, 2020, of the specific provisions of the Labor Code and Wage Orders allegedly violated, including the facts and theories to support the alleged violations. Under Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties it intends to investigate the alleged violations within 65 days of the date of the complainant's written notice. As of the date of this Complaint, the LWDA has not provided the parties any notice of its intention to investigate Plaintiff’s claims on behalf of herself and other similarly aggrieved employees. As

1 of the date of this Complaint, Defendants have not responded to Plaintiff's PAGA notices in an
2 attempt to cure. Accordingly, Plaintiff has exhausted all administrative remedies required by law.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against each defendant, jointly and severally,
5 as follows:

- 6 A. For all civil penalties according to proof;
7 B. For reasonable attorneys' fees and costs of suit; and
8 C. For such other and further relief as the Court deems just and proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff Lauren Edwards demands a trial by jury on all claims so triable.

11
12 Dated: **3-19-2021**

Respectfully Submitted,
CROSNER LEGAL, PC

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15
16 Michael Crosner, Esq.
17 Zachary Crosner, Esq.
18 Blake Jones, Esq.
19 Nikki Trenner, Esq.
20 Attorneys for Plaintiff LAUREN
21 EDWARDS, on behalf of herself and all
22 similarly situated aggrieved employees.
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