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Assigned for all Purposes

Judge Kirk Nakamura

CX-103

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

CARLOS PINKNEY, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

PATROL MASTERS SECURITY
SERVICES, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2021-01213869-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 233, 246, 351, 510,
512, 558(a)(1)(2), 1194, 1197, 1197.1,
1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), California Code of
Regulations, Title 8, Section 11070(14)
(Failure to Provide Seating)

1 Plaintiff Carlos Pickney ("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA") only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 7 INTRODUCTION

8 1. PLAINTIFF brings this action against Defendant Patrol Masters Security
9 Services, Inc. (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties
10 for himself, and on behalf of all current and former aggrieved employees that worked for
11 DEFENDANT. PLAINTIFF does not seek to recover anything other than penalties as
12 permitted by California Labor Code § 2699. To the extent that statutory violations are
13 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
14 damages for those violations, but simply the civil penalties permitted by California Labor Code
15 § 2699.

16 2. California has enacted the PAGA to permit an individual to bring an action on
17 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
18 nature of this action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
20 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 25 THE PARTIES

26 4. Defendant Patrol Masters Security Services, Inc. ("DEFENDANT") is a
27 California Corporation that at all relevant times mentioned herein conducted and continues to
28 conduct substantial business in the state of California.

1 5. DEFENDANT provides tailored security services. Founded in 2006,
2 DEFENDANT delivers security to HOAs, residential, commercial and other properties.

3 6. PLAINTIFF was employed by DEFENDANT in California from March of 2020
4 until September of 2020 and was at all times classified by DEFENDANT as a non-exempt
5 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
6 payment of minimum and overtime wages due for all time worked.

7 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, brings this Representative Action on behalf of the State of California with respect to
10 himself and all individuals who are or previously were employed by DEFENDANT in
11 California and who were classified as non exempt employees ("AGGRIEVED EMPLOYEES")
12 during the time period of February 12, 2020 until a date as determined by the Court (the "PAGA
13 PERIOD").

14 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
15 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
16 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
17 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233,
18 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
19 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,
20 Title 8, Section 1 1070(14) (Failure to Provide Seating) , and the applicable Wage Order(s).
21 Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved
22 employees within the meaning of Labor Code § 2699, *et seq.*

23 9. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
25 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
26 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
27 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
28 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that

1 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
2 responsible in some manner for one or more of the events and happenings that proximately
3 caused the injuries and damages hereinafter alleged.

4 10. The agents, servants and/or employees of the Defendants and each of them acting
5 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
6 agent, servant and/or employee of the Defendants, and personally participated in the conduct
7 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
8 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
9 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
10 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
11 agents, servants and/or employees.

12 13 **THE CONDUCT**

14 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
15 required to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all their time
16 worked, meaning the time during which an employee is subject to the control of an employer,
17 including all the time the employee is suffered or permitted to work. DEFENDANT required
18 PLAINTIFF and the other AGGRIEVED EMPLOYEES to work without paying them for all
19 the time they were under DEFENDANT's control. Specifically, DEFENDANT required
20 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty
21 meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked
22 out for what should have been PLAINTIFF's off-duty meal break. Additionally, PLAINTIFF
23 and other AGGRIEVED EMPLOYEES would clock out of DEFENDANT's timekeeping
24 system, in order to perform additional work for DEFENDANT as required to meet
25 DEFENDANT's job requirements. Also, DEFENDANT, as a matter of established company
26 policy and procedure, administered a uniform practice of rounding the actual time worked and
27 recorded by PLAINTIFF and the other AGGRIEVED EMPLOYEES, always to the benefit of
28 DEFENDANT, so that during the course of their employment, PLAINTIFF and other

1 AGGRIEVED EMPLOYEES were paid less than they would have been paid had they been paid
2 for actual recorded time rather than “rounded” time. DEFENDANT’s policy and practice not
3 to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all time worked, is evidenced
4 by DEFENDANT’s business records. As a result, DEFENDANT failed to pay PLAINTIFF and
5 other AGGRIEVED EMPLOYEES the proper minimum and overtime wages.

6 12. State law provides that employees must be paid overtime and meal and rest break
7 premium pay at one-and-one-half times their “regular rate of pay.” PLAINTIFF and other
8 AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was
9 tied to specific elements of an employee’s performance.

10 13. The second component of PLAINTIFF’s and other AGGRIEVED EMPLOYEES’
11 compensation was DEFENDANT’s non-discretionary incentive program that paid PLAINTIFF
12 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
13 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
14 hourly basis with incentive compensation when the employees met the various performance
15 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
16 overtime and premiums for meal and rest break violations to PLAINTIFF and other
17 AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive compensation as
18 part of the employees’ “regular rate of pay” for purposes of calculating overtime pay and
19 premium pay for meal and rest break violations. As a matter of law, the incentive compensation
20 received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be included in the
21 “regular rate of pay.” The failure to do so has resulted in an underpayment of overtime
22 compensation and meal and rest break premium pay to PLAINTIFF and the other AGGRIEVED
23 EMPLOYEES by DEFENDANT.

24 14. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
25 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
26 and other non-exempt employees regularly earn non-discretionary remuneration, including but
27 not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the
28 regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and the other

1 AGGRIEVED EMPLOYEES at their base rates of pay.

2 15. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
3 EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks
4 and were not fully relieved of duty for their meal periods. PLAINTIFF and other AGGRIEVED
5 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT
6 for more than five (5) hours during some shifts without receiving a meal break. Further,
7 DEFENDANT from time to time failed to provide PLAINTIFF and the AGGRIEVED
8 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
9 were required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and other
10 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation
11 and in accordance with DEFENDANT's corporate policy and practice.

12 16. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
13 were also required from time to time to work in excess of four (4) hours without being provided
14 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
15 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
16 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
17 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
18 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
19 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
20 wages in lieu thereof. Additionally, the applicable California Wage Order requires employers
21 to provide employees with off-duty rest periods, which the California Supreme Court defined
22 as time during which an employee is relieved from all work related duties and free from
23 employer control. In so doing, the Court held that the requirement under California law that
24 employers authorize and permit all employees to take rest period means that employers must
25 relieve employees of all duties and relinquish control over how employees spend their time
26 which includes control over the locations where employees may take their rest period.
27 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
28 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other

1 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
2 DEFENDANT's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could
3 not leave the work premises during their rest period. As a result of PLAINTIFF being required
4 to be present on the premises he was from time to time required by DEFENDANT to work
5 during what should of been his off duty rest period.

6 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
7 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
8 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
9 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
10 time worked, meaning the time during which an employee was subject to the control of an
11 employer, including all the time the employee was permitted or suffered to permit this work.
12 DEFENDANT required these employees to work off the clock without paying them for all the
13 time they were under DEFENDANT's control, including, but not limited to, time spent
14 undergoing mandatory drug testing or any other testing and/or examination required as a
15 condition of employment. Specifically, PLAINTIFF worked through his various meal and rest
16 breaks as he was often interrupted by deliveries and/or requests for security coverage. This work
17 also was done off-the-clock. As such, DEFENDANT knew or should have known that
18 PLAINTIFF and the other AGGRIEVED EMPLOYEES were under compensated for all time
19 worked. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited time
20 worked by working without their time being accurately recorded and without compensation at
21 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
22 the clock did not qualify for overtime premium payment, DEFENDANT failed to pay minimum
23 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
24 1197.1.

25 18. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
26 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
27 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
28 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section

1 2802, employers are required to indemnify employees for all expenses incurred in the course
2 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
3 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
4 employee in direct consequence of the discharge of his or her duties, or of his or her
5 obedience to the directions of the employer, even though unlawful, unless the employee, at
6 the time of obeying the directions, believed them to be unlawful."

7 19. In the course of their employment PLAINTIFF and other AGGRIEVED
8 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
9 personal cellular phones as a result of and in furtherance of their job duties as employees for
10 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
11 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
12 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
13 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
14 were not limited to, costs related to the use of their personal cellular phones all on behalf of
15 and for the benefit of DEFENDANT.

16 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
17 other AGGRIEVED EMPLOYEES with complete and accurate wage statements which
18 failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code
19 § 226 provides that every employer shall furnish each of his or her employees with an
20 accurate itemized wage statement in writing showing, among other things, gross wages
21 earned and all applicable hourly rates in effect during the pay period and the corresponding
22 amount of time worked at each hourly rate. PLAINTIFF and the other AGGRIEVED
23 EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all
24 applicable hourly rates during the pay period and the total hours worked, and the applicable
25 pay period in which the wages were earned pursuant to California Labor Code Section
26 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
27 AGGRIEVED EMPLOYEES failed to identify such information. Aside, from the violations
28 listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized

1 wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a
2 result, DEFENDANT from time to time provided PLAINTIFF and the other AGGRIEVED
3 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

4 21. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
5 to collect or receive from an employee any part of wages theretofore paid by said employer
6 to said employee.” DEFENDANT fails to pay all compensation due to PLAINTIFF and
7 other AGGRIEVED EMPLOYEES, makes unlawful deductions from compensation payable
8 to PLAINTIFF and other AGGRIEVED EMPLOYEES, fails to disclose all aspects of the
9 deductions from compensation payable to PLAINTIFF and other the AGGRIEVED
10 EMPLOYEES, and thereby fails to pay these employees all wages due at each applicable
11 pay period and upon termination. PLAINTIFF and the other AGGRIEVED EMPLOYEES
12 seek recovery of all illegal deductions from wages according to proof, related penalties,
13 interest, attorney fees and costs.

14 22. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
15 employment are due and payable twice during each calendar month, on days designated in
16 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
17 requires employers to pay employees all wages owed within seven (7) days of the close of
18 the payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
19 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of
20 the payroll period.

21 23. In violation of the applicable sections of the California Labor Code and the
22 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
23 intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED
24 EMPLOYEES for missed meal and rest periods. This policy and practice of DEFENDANT
25 is intended to purposefully avoid the payment for all time worked as required by California
26 law which allows DEFENDANT to illegally profit and gain an unfair advantage over
27 competitors who complied with the law. To the extent equitable tolling operates to toll
28 claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD

1 should be adjusted accordingly.

2 24. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
3 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which
4 failed to accurately calculate and record all missed meal and rest periods by PLAINTIFF and
5 other AGGRIEVED EMPLOYEES. The proper recording of these employees' missed meal
6 and rest breaks is the DEFENDANT's burden. As a result of DEFENDANT's intentional
7 disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate
8 and/or pay all required compensation for work performed by the AGGRIEVED
9 EMPLOYEES and violated the California Labor Code and regulations promulgated
10 thereunder as herein alleged.

11 25. In violation of the applicable sections of the California Labor Code and the
12 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
13 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
14 knowingly and systematically failed to provide PLAINTIFF and the other AGGRIEVED
15 EMPLOYEES suitable seating when the nature of these employees' work reasonably
16 permitted sitting.

17 26. DEFENDANT knew or should have known that PLAINTIFF and other
18 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit
19 when it did not interfere with the performance of their duties, and that DEFENDANT did
20 not provide suitable seating and/or did not allow them to sit when it did not interfere with
21 the performance of their duties.

22 27. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
23 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
24 Order 4-2001, Section 14 by failing to provide suitable seats.

25 28. All of the conduct and violations alleged herein occurred during the PAGA
26 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
27 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
28 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*

2 **JURISDICTION AND VENUE**

3 29. This Court has jurisdiction over this Action pursuant to California Code of
4 Civil Procedure, Section 410.10.

5 30. Venue is proper in this Court pursuant to California Code of Civil Procedure,
6 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
7 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
8 facilities in this County and/or conducts substantial business in this County, and (ii)
9 committed the wrongful conduct herein alleged in this County against PLAINTIFF and the
10 AGGRIEVED EMPLOYEES.

11 **FIRST CAUSE OF ACTION**

12 **For Violation of the Private Attorneys General Act**

13 **[Cal. Lab. Code §§ 2698, *et seq.*]**

14 **(By PLAINTIFF and Against All Defendants)**

15 31. PLAINTIFF realleges and incorporates by this reference, as though fully set
16 forth herein, the prior paragraphs of this Complaint.

17 32. PAGA is a mechanism by which the State of California itself can enforce state
18 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
19 the state's labor law enforcement agencies. An action to recover civil penalties under
20 PAGA is fundamentally a law enforcement action designed to protect the public and not to
21 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
22 but to create a means of "deputizing" citizens as private attorneys general to enforce the
23 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
24 public interest to allow aggrieved employees, acting as private attorneys general to recover
25 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
26 claims cannot be subject to arbitration.

27 33. PLAINTIFF, and such persons that may be added from time to time who
28

1 satisfy the requirements and exhaust the administrative procedures under the Private
2 Attorney General Act, brings this Representative Action on behalf of the State of California
3 with respect to himself and all individuals who are or previously were employed by
4 DEFENDANT in California and who were classified as non exempt employees
5 (“AGGRIEVED EMPLOYEES”) during the time period of February 12, 2020 until a date as
6 determined by the Court (the "PAGA PERIOD").

7 34. On February 12, 2021, PLAINTIFF gave written notice by electronic mail to
8 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
9 employer of the specific provisions of this code alleged to have been violated as required by
10 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
11 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
12 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
13 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

14 35. The policies, acts and practices heretofore described were and are an unlawful
15 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
16 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
17 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
18 (d) failed to pay overtime and sick pay wages, (e) failed to reimburse employees for
19 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
20 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
21 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233, 246, 351, 510, 512, 558(a)(1)(2), 1194,
22 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
23 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure
24 to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil
25 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
26 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
2 and the other AGGRIEVED EMPLOYEES.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
6 severally, as follows:

7 1. On behalf of the State of California and with respect to all AGGRIEVED
8 EMPLOYEES:

9 A) Recovery of civil penalties as prescribed by the Labor Code Private
10 Attorneys General Act of 2004; and,

11 B) An award of attorneys' fees and cost of suit, as allowable under the
12 law, including, but not limited to, pursuant to Labor Code §2699.

13 Dated: July 30, 2021

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
14 LLP

15
16 By: /s/ Norman Blumenthal
Norman B. Blumenthal
17 Attorneys for Plaintiff
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