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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARIE REBELO SHOWALTER, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

NORTHERN CALIFORNIA CHAIR
CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **21CV376845**

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

- (1) **VIOLATION OF LABOR CODE §§ 510,
558, AND 1194;**
- (2) **VIOLATION OF LABOR CODE § 226.7
AND 512;**
- (3) **VIOLATION OF LABOR CODE § 2802;**
- (4) **VIOLATION OF LABOR CODE § 226;**
- (5) **VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200, *ET SEQ.*;
AND**
- (6) **VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Marie Rebelo Showalter (“Plaintiff”) hereby submits this Class Action
2 Complaint (“Complaint”) against Defendant Northern California Chair Corporation and Does 1
3 through 50 (collectively, “Defendants”), on behalf of herself and a class of all other similarly
4 situated current and former employees of Defendants as follows:

5 **INTRODUCTION**

6 1. This class action is within the Court’s jurisdiction under California Labor Code
7 §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 2802, and 2698, *et seq.*, Business and Professions
8 Code § 17200, *et seq.* (the “UCL”), and the applicable Wage Orders of the California Industrial
9 Welfare Commission (“IWC”).

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code and Business and Professions Code against individuals
12 who worked for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to pay all overtime wages owed, provide off-
16 duty meal breaks, reimburse business expenses, provide accurate itemized wage statements, and
17 pay all wages owed upon separation of employment to Plaintiff and the Class.

18 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 have engaged in, among other things a system of willful violations of the California Labor Code
20 and the applicable IWC Wage Orders by creating and maintaining policies, practices, and
21 customs that knowingly deny employees the above stated rights and benefits.

22 5. The policies, practices and customs of Defendants described above and below
23 have resulted in unjust enrichment of Defendants and an unfair business advantage over
24 businesses that routinely adhere to the strictures of the California Labor Code and the California
25 Business and Professions Code.

26 **JURISDICTION AND VENUE**

27 6. The Court has jurisdiction over the violations of the California Labor Code
28 §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 2802, and 2698, *et seq.*, the UCL, and the

applicable Wage Orders.

7. Venue is proper in Santa Clara County because Defendants reside and are headquartered in Santa Clara County.

PARTIES

8. Plaintiff was employed by Defendants as a Sales Associate at Defendants' retail store in California. Plaintiff worked as an hourly, non-exempt employee from about December 2019 to about December 2020.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived her of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 2802, and 2698, *et seq.*, the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes, and based thereon alleges, that Northern California Chair Corporation was and is a California corporation that owns and operates retail furniture stores in the State of California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code and the UCL.

12. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

13. At all times herein mentioned, each defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,

1 and each of them, were the agents, servants, and employees of each of the other defendants, as
2 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
3 course and scope of said agency and employment.

4 14. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
6 joint venturer of, or working in concert with each of the other co-Defendants and was acting
7 within the course and scope of such agency, employment, joint venture, or concerted activity. To
8 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
9 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
10 Defendants.

11 15. At all times herein mentioned, Defendants, and each of them, were members of,
12 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
13 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

14 16. At all times herein mentioned, the acts and omissions of various Defendants, and
15 each of them, concurred and contributed to the various acts and omissions of each and all of the
16 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
17 herein mentioned, Defendants, and each of them, ratified each and every act or omission
18 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
19 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
20 damages as herein alleged.

21 CLASS ACTION ALLEGATIONS

22 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to
23 California Code of Civil Procedure section 382. Plaintiff proposes the following class and
24 subclasses (collectively, the "Class"):

- 25 a. All current and former non-exempt employees of Defendants in the State
26 of California, who worked at any time from September 5, 2017, through
27 the present (the "Class");
28 b. All current and former non-exempt employees of Defendants in the State

1 of California, who earned overtime wages and non-discretionary
2 remuneration during the work week, at any time from September 5, 2017,
3 through the present (the “Regular Rate Sub-Class”); and

4 c. All current and former non-exempt employees of Defendants in the State
5 of California, who worked more than 5 hours in any shift, at any time from
6 September 5, 2017, through the present (the “Meal Period Sub-Class”).

7 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
8 that joinder of all members would be impractical, if not impossible. The identity of the members
9 of the Class is readily ascertainable by review of Defendants’ records, including payroll records.
10 Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to
11 correctly calculate the regular rate of pay for the purposes of paying overtime, in violation of
12 Labor Code §§ 201-203, 510, 558, and 1194; (b) failed to provide off-duty meal periods to
13 employees who worked 5 hours or longer in one shift and/or pay meal period premiums in lieu
14 thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failed to reimburse business
15 expenses, in violation of Labor Code § 2802; (d) failed to provide accurate, itemized wage
16 statements in violation of Labor Code § 226; and (e) engaged in Unfair Business Practices in
17 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

18 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
19 necessary steps to represent fairly and adequately the interests of the Class defined above.
20 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and
21 the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class
22 actions in the past and currently have a number of wage-and-hour class actions pending in
23 California state and federal courts.

24 20. Defendants uniformly administered a corporate policy, practice of: (a) failing to
25 correctly calculate the regular rate of pay for the purposes of paying overtime, in violation of
26 Labor Code §§ 201-203, 510, 558, and 1194; (b) failing to provide off-duty meal periods to
27 employees who worked 5 hours or longer in one shift and/or pay meal period premiums in lieu
28 thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to reimburse business

1 expenses, in violation of Labor Code § 2802; (d) failing to provide accurate, itemized wage
2 statements in violation of Labor Code § 226; and (e) engaging in Unfair Business Practices in
3 violation of the UCL, the California Labor Code, and the applicable IWC Wage Orders.

4 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
5 a consistent and uniform policy, practice, and procedure of willfully failing to comply with
6 Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2802, the applicable IWC Wage
7 Orders, and the UCL.

8 22. **Common Question of Law and Fact:** There are predominant common questions
9 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
10 concerning Defendants' policy and practice of: (a) failing to correctly calculate the regular rate
11 of pay for the purposes of paying overtime, in violation of Labor Code §§ 201-203, 510, 558,
12 and 1194; (b) failing to provide off-duty meal periods to employees who worked 5 hours or
13 longer in one shift and/or pay meal period premiums in lieu thereof, in violation of Labor Code
14 §§ 201-203, 226.7, and 512; (c) failing to reimburse business expenses, in violation of Labor
15 Code § 2802; (d) failing to provide accurate, itemized wage statements in violation of Labor
16 Code § 226; and (e) engaging in Unfair Business Practices in violation of the UCL, the
17 California Labor Code, and the applicable IWC Wage Orders.

18 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
19 Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
20 manner as the Class Members. As with other non-exempt employees, Plaintiff earned non-
21 discretionary remuneration, including without limitation commission pay. During workweeks
22 when Plaintiff worked in excess of eight hours in a workday and/or forty hours in a workweek
23 and received non-discretionary remuneration during the same workweek, Defendants failed to
24 include any non-discretionary remuneration earned into the calculation of the regular rate. Thus,
25 Plaintiff is owed additional overtime pay based on the correct, higher regular rate of pay. In
26 addition, as a pattern and practice Defendants routinely denied off-duty meal breaks to Plaintiff
27 and other non-exempt employees. Because of Defendants' scheduling practices, there were no
28 employees available to take over Plaintiff's work duties during her shifts of 5 hours or longer. As

1 a result, Plaintiff was unable to take off-duty meal breaks and was forced to continue working
2 throughout her shifts. In lieu of providing proper off-duty meal breaks, Defendants did not pay
3 any meal period premium compensation to Plaintiff. To date, Plaintiff has yet to receive the
4 underpaid overtime wages and meal period premium compensation owed to her. Thus,
5 Defendants are liable for waiting time penalties under Labor Code § 203. Moreover, given the
6 underpayment and/or nonpayment of overtime wages and meal period premiums, the wage
7 statements provided to Plaintiff displayed inaccurate overtime rates of pay and net and gross
8 wages earned. Finally, Defendants regularly required Plaintiff and other employees to use their
9 personal cell phones for work purposes; however, Defendants did not reimburse its employees
10 for said costs. Therefore, Plaintiff is a member of the Class and has suffered the alleged
11 violations of Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2802, and the UCL.

12 24. The California Labor Code upon which Plaintiff bases these claims are broadly
13 remedial in nature. These laws and labor standards serve an important public interest in
14 establishing minimum working conditions and standards in California. These laws and labor
15 standards protect the average working employee from exploitation by employers who may seek
16 to take advantage of superior economic and bargaining power in setting onerous terms and
17 conditions of employment.

18 25. The nature of this action and the format of laws available to Plaintiff and
19 members of the Class identified herein make the class action format a particularly efficient and
20 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
21 file an individual lawsuit, the corporate defendants would necessarily gain an unconscionable
22 advantage since it would be able to exploit and overwhelm the limited resources of each
23 individual plaintiff with their vastly superior financial and legal resources. Requiring each Class
24 member to pursue an individual remedy would also discourage the assertion of lawful claims by
25 employees who would be disinclined to file an action against their former and/or current
26 employer for real and justifiable fear of retaliation and permanent damage to their careers at
27 subsequent employment.

28 26. The prosecution of separate actions by the individual class members, even if

possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against the Defendants and which would establish potentially incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

27. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code §§ 218.5, 226, and 1194, the applicable IWC Wage Orders, and Code of Civil Procedure § 1021.5.

28. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Plaintiff Class to recovery on the causes of action alleged herein.

29. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 510, 558, AND 1194

(BY PLAINTIFF, THE CLASS, AND THE REGULAR RATE SUB-CLASS AGAINST ALL DEFENDANTS)

30. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

31. This cause of action is brought pursuant to Labor Code § 510, which requires an

1 employer to pay employees overtime at a rate of one and one-half the employee's regular rate of
2 pay for any work in excess of eight hours in a workday or forty hours in a workweek.

3 32. As a pattern and practice, Defendants suffered and permitted employees to work
4 in excess of eight hours in a workday and/or over forty hours in a workweek without proper
5 overtime pay. Furthermore, during workweeks when Plaintiff and Class Members worked
6 overtime and earned non-discretionary remuneration such as commission pay, Defendants failed
7 to properly calculate the regular rate of pay for purposes of paying overtime. Specifically,
8 Defendants failed to factor any non-discretionary remuneration earned into the calculation of the
9 regular rate of pay for purposes of paying overtime wages. As a result of such policy and
10 practice, Defendants underpaid overtime wages to Plaintiff and the Class and thus owe additional
11 overtime wages.

12 33. Such a pattern, practice, and uniform administration of corporate policy regarding
13 illegal employee compensation as described herein is unlawful and creates an entitlement to
14 recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of
15 damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according
16 to the mandate of California Labor Code §§ 218.5, 510, 558, and 1194.

17 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
18 willful failure to provide all overtime wages due and owing to Plaintiff and Class Members upon
19 separation from employment results in a continued payment of wages up to thirty (30) days from
20 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
21 separated from employment from Defendants are entitled to compensation pursuant to Labor
22 Code § 203.

23 **SECOND CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE §§ 226.7 AND 512**

25 **(BY PLAINTIFF, THE CLASS, AND THE MEAL PERIOD SUB-CLASS AGAINST ALL**
26 **DEFENDANTS)**

27 35. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
28 though fully set forth herein.

1 36. This cause of action is brought pursuant to Labor Code §§ 226.7 and 512, which
2 requires an employer to provide a duty-free, 30-minute meal period within the first five (5) hours
3 for shifts in excess of five (5) hours per day. Plaintiff and Class members regularly worked in
4 excess of five (5) hours per day and accordingly had a right to take a 30-minute meal period each
5 day worked in excess of five (5) hours.

6 37. At all relevant times, Defendants failed in their affirmative obligation to ensure
7 that Plaintiff and Class members had the opportunity to take and were provided with off-duty
8 meal periods in accordance with the mandate of the California Labor Code and the applicable
9 IWC Wage Order. At all relevant times, Plaintiff and Class members were suffered and
10 permitted to work through legally required meal breaks and were denied the opportunity to take
11 their off-duty meal breaks. This included, without limitation, Defendants requiring Plaintiff and
12 Class members to work continuously throughout their shifts. As such, Plaintiff and Class
13 members were denied legally compliant off-duty meal periods, and thus Defendants are
14 responsible for paying premium compensation pursuant to Labor Code §§ 226.7 and 512 and the
15 applicable IWC Wage Order. Defendants, as a matter of corporate policy and procedure,
16 regularly failed to pay such premium compensation for each 30-minute duty-free meal period
17 Plaintiff and Class members missed.

18 38. As a pattern and practice, Defendants regularly required employees to work
19 through their meal periods without proper compensation and denied Plaintiff and Class members
20 the right to take proper meal periods as required by law.

21 39. Such a pattern, practice and uniform administration of corporate policy as
22 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a
23 civil action, for the unpaid balance of the unpaid premium compensation pursuant to California
24 Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order, including interest thereon,
25 penalties, and costs of suit.

26 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
27 willful failure to provide all meal period premium wages due and owing to Plaintiff and Class
28 members upon separation of employment results in a continued payment of wages up to thirty

(30) days from the time the wages were due. Therefore, Plaintiff and Class members who have separated from employment are entitled to compensation pursuant to Labor Code § 203.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2802

(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

42. This cause of action is brought pursuant to Labor Code § 2802, which provides that employees are entitled to be indemnified for expenses and losses in discharging the duties of their employers.

43. At all relevant times herein, Defendants regularly failed to reimburse and indemnify Plaintiff and Class members for business expenses necessary for the discharge of their duties. Specifically, Defendants failed to pay Plaintiff and Class members for work-related expenses, including without limitation, the costs incurred with the use of personal cell phones. Costs that Plaintiff and Class members incurred in connection with the use of personal cell phones were not reimbursed.

44. Defendants had a uniform corporate pattern and practice and procedure regarding the above practice in violation of Labor Code § 2802.

45. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 2802.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226

(BY PLAINTIFF AND ALL CLASSES AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

47. Defendants failed in their affirmative obligation to provide accurate itemized wage statements. Defendants, as a matter of policy and practice, did not provide accurate records in violation of Labor Code § 226 by failing to provide accurate payroll records to employees.

48. Here, Plaintiff and the Class were paid hourly. As such, the wage statements should have reflected the applicable hourly rates of pay and gross and net wages earned, pursuant to Labor Code § 226. However, the wage statements provided to Plaintiff and other employees failed to identify such information. More specifically, as a result of the underpayment and/or nonpayment of overtime wages and meal period premiums, the wage statements provided to Plaintiff displayed inaccurate net and gross wages earned. Moreover, whenever overtime wages and non-discretionary remuneration were earned during the same workweek, the wage statements failed to identify the correct overtime rates of pay.

49. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

FIFTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.

(BY PLAINTIFF AND ALL CLASSES AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

51. Defendants, and each of them, have engaged and continue to engage in unfair and unlawful business practices in California by practicing, employing, and utilizing the employment practices outlined above, including by: (a) failing to correctly calculate the regular rate of pay for the purposes of paying overtime, in violation of Labor Code §§ 510, 558, and 1194; (b) failing to provide off-duty meal periods to employees who worked 5 hours or longer in one shift and/or pay meal period premiums in lieu thereof, in violation of Labor Code §§ 226.7, and 512; and (c) failing to reimburse business expenses, in violation of Labor Code § 2802.

52. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors.

53. Plaintiff seeks, individually and on behalf of other members of the Class similarly situated, full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein.

54. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code § 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

SIXTH CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

**(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,
AGAINST ALL DEFENDANTS)**

55. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

56. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from August 18, 2020, through the present, for Defendants' violations of Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, and 2802, arising from Defendants' policy and practice of: (a) failing to correctly calculate the regular rate of pay for the purposes of paying overtime, in violation of Labor Code §§ 201-203, 510, 558, and 1194; (b) failing to provide off-duty meal periods to employees who worked 5 hours or longer in one shift and/or pay meal period premiums in lieu thereof, in violation of Labor Code §§ 201-203, 226.7, and 512; (c) failing to reimburse business expenses, in violation of Labor Code § 2802; and (d) failing to provide accurate, itemized wage statements in violation of Labor Code § 226.

1 10. Upon the Sixth Cause of Action, for civil penalties according to proof pursuant to
2 Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

3 11. On all causes of action for attorneys' fees and costs as provided by California
4 Labor Code §§ 218.5, 226, 1194, and 2699, and Code of Civil Procedure § 1021.5; and

5 12. For such other and further relief the Court may deem just and proper.
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7 DATED: March 2, 2021

DIVERSITY LAW GROUP, P.C.

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9 By: 
10 Larry W. Lee
11 Max W. Gavron
12 Attorneys for Plaintiff and the Class
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