

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Daniel Murphy

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

SULLY MUNERA on behalf of herself and All  
Others Similarly Situated

Plaintiffs,

vs.

HEALTH ACCESS FOR ALL INC. DOING  
BUSINESS AS ANGELES COMMUNITY  
HEALTH CENTER a California Corporation;  
and DOES 1 through 25, Inclusive;

Defendant(s).

Case No.: **21STCV25069**

**COMPLAINT FOR DAMAGES:**

**COMPLAINT FOR PENALTIES  
PURSUANT TO SECTIONS 2699(a) and  
(f) OF THE CALIFORNIA LABOR CODE  
PRIVATE ATTORNEYS GENERAL ACT  
AND DEMAND FOR JURY TRIAL**

**DEMAND FOR JURY TRIAL**

Plaintiffs individually and on behalf of the State of California and aggrieved employees  
under the Private Attorney General Act of 2004, Labor Code § 2699 *et seq* complains and alleges  
as follows:

**I. PARTIES:**

1. Plaintiff Sully Munera an individual (hereinafter “Munera”) is, and at all relevant times was, an individual residing in the County of Los Angeles, State of California.
2. Munera was employed as an hourly non-exempt employee with Defendant with a hire date of May 16, 2018 and a termination of employment date of November 20, 2020. She

1. worked full-time and was paid on an hourly basis.

2. 3. Defendant Health Access for All Inc. Doing Business as Angeles Community Health  
3. Center a California Corporation (hereinafter "HAFA") is, and at all relevant times was, a  
4. corporation doing business in the county of Los Angeles, State of California. Defendant  
5. is a health care provider, which provides health care services at three locations in the  
6. County of Los Angeles. These include locations at 1919 West 7th St Suite #3cLos  
7. Angeles, CA 90057; 6208 Seville Ave. Huntington Park, CA 90255 and 1030 W Gardena  
8. Blvd. Gardena, CA 90247.

9. 4. At all times mentioned in this complaint, Plaintiffs were under the supervision and  
10. control of HAFA and were, by law, employees of HAFA and were employed at one of  
11. several HAFA locations.

12. 5. Plaintiffs are informed and believe, and thereon alleges, that at all times discussed herein,  
13. defendants, and each of them, were the employees, agents, representatives, parents,  
14. acting as legal representative via power of attorney, subsidiaries, joint venturers, and/or  
15. partners of each and every other defendant, and at all times alleged herein, defendants  
16. were acting within the purpose and scope of said agency, employment, representation,  
17. partnership, and/or joint venture, and for the mutual benefit and/or profit of each and  
18. every other defendant.

19. **A. Doe Defendants:**

20. 6. Plaintiffs are currently ignorant as to the true names and capacities of defendants sued  
21. herein as DOES 1 through 25, inclusive, and therefore sue said defendants by such  
22. fictitious names. Plaintiffs is informed and believe, and therefore allege that each  
23. defendant sued herein under such fictitious name is in some way legally responsible  
24. and/or liable for Plaintiff's injuries and damages. Plaintiffs will seek leave to amend this  
25. Complaint upon the discovery of the true names and capacities of such defendants.

26. **B. Jurisdiction and Venue**

27. 7. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the Private  
28. Attorney's General Act. The Court also has jurisdiction over all Defendants because they

do business in California, and because they are authorized to do business in the State of California and are registered with the California Secretary of State.

8. Defendant operates multiple health care facilities, and employs aggrieved employees, in California.

9. Venue is proper in this judicial district pursuant to Code of Civil Procedure § 393.

Defendants conduct business, employ Aggrieved Employees, and have jobsites in this County. Plaintiff is informed, believes, and thereon alleges that events giving rise to these causes of action occurred in this County, and some part of these causes of action arose in this County.

## **II. REPRESENTATIVE ACTION ALLEGATIONS**

10. Plaintiff seeks to represent all aggrieved employees within the meaning of Labor Code §§ 2698, et seq., who are or were employed by Defendants in California from March 4, 2020 through the present.

11. Plaintiff, on behalf of herself and other aggrieved employees, seek to recover damages pursuant to Labor Code section 558 and civil penalties (“PAGA penalties”) because Defendants (1) Failure to Pay Overtime Wages (2) Failure to Pay Earned Wages Upon Separation (3) civil penalties; and (4) reasonable attorneys' fees and costs;

12. While not required in order to be entitled to pursue a representative action under the Private Attorney’s General Act, Plaintiff alleges that there is a well-defined community of interest in the questions of law and fact affecting the aggrieved employees whom Plaintiffs seeks to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest. These issues are such that proof of a statement of facts common to Plaintiff will entitle each aggrieved employee to the relief requested in this Complaint.

13. While not required in order to be entitled to pursue a representative action under the Private Attorney’s General Act, Plaintiffs allege that their claims are typical of the claims of the aggrieved employees whom Plaintiff seeks to represent and their interests are consistent with, and not antagonistic to, those of the other aggrieved employees. Plaintiffs

1. will fairly and adequately represent the interests of the aggrieved employees whom they  
2. seek to represent because Plaintiffs are also aggrieved employee and his claims are  
3. typical of those of the aggrieved employees.

4. 14. Plaintiffs have retained attorneys who are experienced and who intend to prosecute this  
5. action vigorously

7. **III. GENERAL FACTUAL ALLEGATIONS**

8. 15. Plaintiffs incorporate by reference as though fully set forth herein the preceding  
9. paragraphs of this Complaint.

10. 16. Defendant is a health care provider, which provides health care services at three locations  
11. in the County of Los Angeles. These include locations at 1919 West 7th St Suite #3c Los  
12. Angeles, CA 90057; 6208 Seville Ave. Huntington Park, CA 90255 and 1030 W Gardena  
13. Blvd. Gardena, CA 90247.

14. 17. Defendants employ over 100 hundred of hourly non-exempt workers similarly situated to  
15. Plaintiffs in these locations throughout the county.

16. 18. Defendants' payroll policies and practices, applicable to all Staff, do not compensate  
17. Staff for the work performed during meal periods. Defendants require Staff to clock out  
18. for their meal periods, despite the fact that they work through these meal and rest periods.

19. 19. Staff are not permitted to take a 30-minute uninterrupted and bona fide meal period or  
20. rest breaks due to the demands of their jobs during the majority of their shifts. In the rare  
21. instances where they attempt a meal period or rest break, they remain on duty in that they  
22. are required to respond to calls from other Staff and facility staff, attend to the normal  
23. demands of the job, and otherwise respond to emergencies.

24. 20. Plaintiffs worked as a non-exempt staff Plaintiff routinely performed work during their  
25. entire shift, was subject to interruptions during attempted meal and rest breaks, and in  
26. fact was interrupted or denied meal and rest breaks on a regular basis. Plaintiffs also  
27. performed work while "off-the-clock" with Defendants' knowledge and was denied  
28. compensation for the time they engaged in this work.

1. 21. Staff's "off-the-clock" work included cleaning, preparing and organizing equipment,
2. interacting with patients, assisting other facility staff, charting, completing paperwork
3. related to care, and performing other various tasks before clocking in and after clocking
4. out for the day. Defendants discouraged Staff from recording work hours performed
5. outside of their scheduled shifts Staff members were not compensated for this work
6. performed outside of their recorded hours.
7. 22. Collective members were and are employed by Defendants and performed work
8. materially similar to Plaintiffs.
9. 23. Staff report to a facility owned, operated, or managed by Defendants to perform their
10. jobs.
11. 24. Staff perform their jobs under Defendants' supervision and using materials and
12. technology approved and supplied by Defendants.
13. 25. Staff are required to follow and abide by common work, time, pay, meal and rest break,
14. and overtime policies and procedures in the performance of their jobs.
15. 26. At the end of each pay period, Staff receive wages from Defendants that are determined
16. by common systems and methods that Defendants select and control.
17. 27. Defendants pay Staff members on an hourly rate basis.
18. 28. Plaintiffs often worked more than 8 hours a day, and more than forty hours in a week,
19. and did so on at least one workweek during the three years before this Complaint was
20. filed. On average, Plaintiffs worked 9-10 hours each shift and five shifts per week. On
21. average, Plaintiffs worked more than 40 hours in a workweek every week.
22. 29. Upon information and belief Collective members worked more than 8 hours a day, and
23. more than forty hours in at least one workweek during the three years before this
24. Complaint was filed.
25. 30. Throughout the relevant time period, Defendants also expected and required Staff to be
26. available to work during their entire shifts, even during any attempted meal and rest
27. breaks.
28. 31. Beyond Defendants' failure to authorize or permit meal and rest breaks, Staff's schedules

are too busy, demands too high, and Defendants' pressure to complete job assignments too constant, for Staff to take compliant meal or rest breaks.

32. As a result, the time worked by Plaintiffs and other Staff goes unrecorded and uncompensated. Further, Defendants fail to pay Plaintiffs and Staff premium wages for their missed breaks. This uniformly violates California law.

33. Defendants often do not provide Collective members, including Plaintiff, with full payment of all wages owed at the end of employment. As these workers are owed for off-the-clock work, unpaid overtime, and premium pay when their employment ends, and these amounts remain unpaid under Defendants' policies and practices, Defendants fail to pay all wages due upon termination. As a consequence, Defendants are subject to waiting time penalties.

34. Defendants have employed hundreds of people similarly situated to Plaintiff during the four-year period prior to the filing of this Complaint.

35. Defendants' conduct was willful, carried out in bad faith, and caused significant damages to non-exempt hourly employees in an amount to be determined at trial.

36. Plaintiff's individually and on behalf of the Collective members, brings this Collective action on behalf of themselves and other similarly situated individuals who have worked for Defendants as caregivers, assistants, office managers, technicians, nurses, nursing staff, nurse aides, and other non-exempt hourly employees. Throughout the relevant time period, Plaintiff and similarly situated Staff have been denied payment for all hours worked, including overtime, and have been denied meal and rest periods that comply with California law. This case implicates Defendants' longstanding policies and practices, which fail to properly compensate non-exempt employees for work performed during meal periods, for work performed while "off-the-clock," and for missed rest and meal periods.

37. Defendants do not provide bona fide meal periods for their Staff. Staff who work for Defendants are required to remain responsible for patient care throughout their shift and are expected to perform duties while "off-the-clock." This includes during "meal periods"

1. where Defendants ensure that Staff clock out each shift for a “meal period,” even though  
2. Staff remain on duty and are continuously subject to interruption during that time.  
3. Defendants’ policies and practices result in Defendants’ employees being responsible for  
4. care throughout their shift, even when they attempt to have a bite to eat.

5. 38. Defendants’ policies and practices deny Staff wages due under California law. Under  
6. these policies and practices, non-exempt Staff are not completely relieved of duties  
7. during meal periods and are denied pay for those on-duty meal periods. Defendants  
8. continue to require Staff to remain on duty and subject to interruptions during meal  
9. breaks.

10. 39. Defendants violate California law by knowingly and willfully permitting Plaintiffs, and  
11. Collective members to perform work and/or remain on duty during meal breaks,  
12. subjecting them to interruptions during those times. Plaintiff, and Collective members  
13. also perform work before clocking in and after clocking out, and on weekends, for which  
14. they are not compensated. Defendants are on notice that Plaintiff and Collective members  
15. expect to be paid for their work on an hourly basis. Defendants receive value from the  
16. work performed by Plaintiff and Collective members during their meal periods, rest  
17. breaks, and while “off-the-clock” without compensating them for their services.  
18. Defendants willfully, deliberately, and voluntarily fail to pay Plaintiff, Collective, and  
19. Collective members for work performed.

20. 40. In addition, Plaintiff and the Collective members were and are required to work  
21. additional time outside of their scheduled shifts to keep up with the demands of the job.  
22. Defendants were and are aware that Plaintiff and Collective members perform this off-  
23. the-clock work, but fail to pay them at the applicable hourly and overtime rates for this  
24. work time. This practice likewise violated and continues to violate California state law.

25. 41. Plaintiffs also pursues claims under the California Labor Code §§ 226.7 and 512 (failure  
26. to provide meal and rest periods); 510 (failure to pay overtime and double time wages), §§  
27. 201-203 (waiting time penalties); and California Business and Professions Code § 17200,  
28. et seq. (engaging in unfair and unlawful business practices).

42. During all relevant times, Plaintiffs have been non-exempt under the overtime laws and paid on an hourly basis.

43. Defendants' policy and practice was to not pay individual plaintiff's time and a half regardless of the amount of overtime hours actually worked.

44. At the same time, Defendants permitted Plaintiffs and the other Collective members to work additional, unpaid overtime hours in order to succeed in their jobs and meet performance metrics.

45. Defendants instructed Plaintiffs and the other Collective members that they would not be paid the appropriate rate of hour time.

46. Defendants knew or had reason to know that Plaintiffs and the other Collective members worked more hours than Defendants compensated.

47. Plaintiffs and the other Collective members were subject to the control of the Defendants while they performed their work.

48. Plaintiffs and the other Collective members regularly worked more than eight hours per weekday.

49. In addition to working Monday through Friday, Plaintiffs and the other Collective members frequently worked on weekends.

50. Plaintiffs and the other Collective members regularly worked more than forty hours per week.

51. Plaintiffs and the other Collective members regularly were not compensated for all overtime hours worked.

52. Defendants willfully failed to immediately pay Plaintiffs and the other Collective members all earned wages, including overtime, upon their separation from their positions at Defendant's.

53. As a result of Defendants' willful failure to pay Plaintiffs and other Collective members owed wages upon separation from employment, Defendants are liable for statutory waiting time penalties pursuant to California Labor Code § 203.

### **FIRST CAUSE OF ACTION**

1. **(Representative Private Attorney General Act Claim for Civil Penalties Against All**  
2. **Defendants and does 1 to 25)**

3. 54. Plaintiffs and the Collective incorporate each and every paragraph of this complaint as  
4. though fully alleged herein.

5. 55. Labor Code § 2698, *et seq.* gives any employee aggrieved by an employer's violation of  
6. the Labor Code the right to file an action on behalf of all aggrieved employees for the  
7. penalties established by Section 2699.

8. 56. Plaintiffs are aggrieved employees who have been deprived of overtime pay, full wages  
9. upon separation, and accurate and itemized wage statements. Plaintiffs were also victims  
10. of inaccurate recordkeeping.

11. 57. Labor Code § 2699(a) provides:

12. Notwithstanding any other provision of law, any provision of this code  
13. that provides for a civil penalty to be assessed and collected by the Labor  
14. and Workforce Development Agency or any of its departments, divisions,  
15. commissions, boards, agencies or employees, for a violation of this code,  
may, as an alternative, be recovered through a civil action brought by an  
aggrieved employee on behalf of himself or herself and other current or  
former employees.

16. 58. Labor Code § 203 provides, in relevant part:

17. If an employer willfully fails to pay, without abatement or reduction, in  
18. accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee  
19. who is discharged or who quits, the wages of the employee shall continue as a  
20. penalty from the due date thereof at the same rate until paid or until an action  
therefore is commenced; but the wages shall not continue for more than 30 days.

21. 59. Labor Code § 226(a) provides:

22. Every employer shall, semimonthly or at the time of each payment of  
23. wages, furnish each of his or her employees, either as a detachable part of  
24. the check, draft, or voucher paying the employee's wages, or separately  
25. when wages are paid by personal check or cash, an accurate itemized  
26. statement in writing showing (1) gross wages earned, (2) total hours  
27. worked by the employee, except for any employee whose compensation is  
28. solely based on a salary and who is exempt from payment of overtime  
under subdivision (a) of Section 515 or any applicable order of the  
Industrial Welfare Commission, (3) the number of piece-rate units earned  
and any applicable piece rate if the employee is paid on a piece-rate basis,  
(4) all deductions, provided that all deductions made on written orders of  
the employee may be aggregated and shown as one item, (5) net wages  
earned, (6) the inclusive dates of the period for which the employee is

1. paid, (7) the name of the employee and his or her social security number,  
2. (8) the name and address of the legal entity that is the employer, and (9)  
3. all applicable hourly rates in effect during the pay period and the  
4. corresponding number of hours worked at each hourly rate by the  
5. employee.

6. 60. Labor Code § 510(a) provides:

7. Eight hours of labor constitutes a day's work. Any work in excess of eight  
8. hours in one workday and any work in excess of 40 hours in any one  
9. workweek and the first eight hours worked on the seventh day of work in  
10. any one workweek shall be compensated at the rate of no less than one and  
11. one-half times the regular rate of pay for an employee. Any work in excess  
12. of 12 hours in one day shall be compensated at the rate of no less than  
13. twice the regular rate of pay for an employee.

14. 61. Labor Code § 512(a) provides:

15. An employer shall not employ an employee for a work period of more  
16. than five hours per day without providing the employee with a meal period  
17. of not less than 30 minutes, except that if the total work period per day of  
18. the employee is no more than six hours, the meal period may be waived by  
19. mutual consent of both the employer and employee. An employer shall not  
20. employ an employee for a work period of more than 10 hours per day  
21. without providing the employee with a second meal period of not less than  
22. 30 minutes, except that if the total hours worked is no more than 12 hours,  
23. the second meal period may be waived by mutual consent of the employer  
24. and the employee only if the first meal period was not waived.

25. 62. Labor Code § 558(a) provides:

26. (a) Any employer or other person acting on behalf of an employer who  
27. violates, or causes to be violated, a section of this chapter or any provision  
28. regulating hours and days of work in any order of the Industrial  
29. Welfare Commission shall be subject to a civil penalty as follows:

30. (1) For any initial violation, fifty dollars (\$50) for each underpaid  
31. employee  
32. for each pay period for which the employee was underpaid in addition to  
33. an amount sufficient to recover underpaid wages.

34. (2) For each subsequent violation, one hundred dollars (\$100) for each  
35. underpaid employee for each pay period for which the employee was  
36. underpaid in addition to an amount sufficient to recover underpaid wages.

1. (3) Wages recovered pursuant to this section shall be paid to the affected  
2. employee.  
3.

4. 63. As a result of the Labor Code violations set forth above, Plaintiffs on behalf of the State  
5. of California and aggrieved employees, seeks recovery of civil penalties under California  
6. Labor Code 2698 et seq. and/or Labor Code § 558 because of Defendants' violation of  
7. Labor Code Sections 201, 202, 203, 226, 510, 1174, and 1194, subject to proof at trial, in  
8. accordance with

9. 64. The civil penalties set forth in the applicable statutes, or the civil penalties provided for  
10. under Labor Code 2699(f).

11. 65. Plaintiff sent a letter, via certified mail to the LWDA and HAFA giving notice of these  
12. PAGA claims, pursuant to Labor Code § 2699.3.

13. 66. For at least one year prior to the date of the letter sent to LWDA, and continuing to the  
14. present, Defendants have had policies of not paying the overtime rate as required by law.

15. 67. 75% of any civil penalties approved by the court will be allocated to the Labor  
16. Workforce Development Agency and 25% to affected aggrieved employees. Any unpaid  
17. wages recovered as a penalty pursuant to Labor Code § 558 or other applicable statute  
18. shall be paid to Plaintiff. (Labor Code § (a)(3).)

19. 68. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by  
20. Defendant, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved  
21. Employees in compliance with Labor Code §§ 201-202 in the amounts established by  
22. Labor Code § 203. Plaintiff seeks such penalties as an alternative to the penalties  
23. available under Labor Code § 203, as prayed for herein.

24. 69. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by  
25. Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate,  
26. itemized wage statement in compliance with Labor Code § 226(a) in the amounts  
27. established by Labor Code § 226(e). Plaintiff seeks such penalties as an alternative to the  
28. penalties available under Labor Code § 226(e), as prayed for herein.

70. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees compliant meal and rest periods in compliance with Labor Code § 512.

71. Plaintiff also seeks civil penalties pursuant to Labor Code § 2802 for each failure by Defendant, alleged above, to reimburse and indemnify Plaintiff and Aggrieved Employees for all necessary expenditures and losses by Aggrieved Employees in direct consequence of the discharge of their duties.

72. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each violation of Labor Code § 510, alleged above, as well as any provision regulating hours and days of work in any order of the IWC.

73. Plaintiff also seeks civil penalties pursuant to Sections 225.5, 226.3, 227.3, and 256 of the California Labor Code.

74. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

75. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Labor Code § 2699(g)(i).

76. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

77. Wherefore, Plaintiff requests relief as hereinafter provided.

78. Pursuant to Labor Code § 2699(g), Plaintiff also seeks prejudgment interest on any wages recovered as a penalty under § 558, and an award of her attorney's fees and costs

## **SECOND CAUSE OF ACTION**

**Penalties Pursuant to Labor Code § 2699(f)  
(Against All Defendants)**

79. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

80. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

81. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f).

82. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff has provided the LWDA with notice of her intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

83. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and themselves as set forth in Labor Code § 2699(g)(i).

84. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

85. Wherefore, Plaintiff requests relief as hereinafter provided.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees, requests the following relief:

1. For an order awarding civil penalties to the full extent provided for by the PAGA;

2. For an award of reasonable attorneys' fees as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
3. For all costs of suit;
4. For interest on any penalties awarded, as provided by applicable law; and
5. For such other and further relief as this Court deems just and proper.

DATED: June 8, 2021

**SKINNER LAW CORPORATION**

*T. Skinner*

Troy C. Skinner  
Attorneys for Plaintiffs

1.  
2. **DEMAND FOR JURY TRIAL**

3. Plaintiff hereby demands a trial by jury as to all issues and causes of action so triable.  
4.

5. DATED: June 8, 2021

**SKINNER LAW CORPORATION**

6.  
7. *T. Skinner*  
8. \_\_\_\_\_

9. Troy C. Skinner  
10. Attorneys for Plaintiffs  
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