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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

14 KEELAIN GONZALEZ, on behalf of the
15 State of California, as a private attorney
16 general,

17 Plaintiff,

18 vs.

19 PACIFIC WESTERN BANK, a California
20 Corporation; DOES 1 through 50, inclusive,

21 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

SEP 29 2021

BY Sylvia Guajardo
SYLVIA GUAJARDO, DEPUTY

Case No. _____

CIV SB 2127657

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, 227.3, 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)



RECEIVED
SEP 29 2021
SUPERIOR COURT OF CALIFORNIA
SAN BERNARDINO COUNTY

1 Plaintiff Keelain Gonzalez ("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 INTRODUCTION

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

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

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

22 THE PARTIES

23 4. Defendant Pacific Western Bank ("DEFENDANT") is a California corporation that
24 at all relevant times mentioned herein conducted and continues to conduct substantial business
25 in the state of California.

26 5. DEFENDANT provides comprehensive community banking, national lending and
27 venture banking services.
28

1 6. PLAINTIFF was employed by DEFENDANT from November of 2014 to June
2 of 2021 and was at all times classified by DEFENDANT as a non-exempt employee, paid on
3 an hourly basis, and entitled to the legally required meal and rest periods and payment of
4 minimum and overtime wages due for all time worked.

5 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to
8 himself and all individuals who are or previously were employed by DEFENDANT in
9 California and who were classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
10 during the time period of May 28, 2020 until a date as determined by the Court (the "PAGA
11 PERIOD").

12 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
13 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
15 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,
16 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
17 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon
18 the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
19 within the meaning of Labor Code § 2699, *et seq.*

20 9. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
22 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
23 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
24 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
25 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
26 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
27 responsible in some manner for one or more of the events and happenings that proximately
28 caused the injuries and damages hereinafter alleged.

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

THE CONDUCT

11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is required to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF and the other AGGRIEVED EMPLOYEES to work from time to time while they were clocked out for what was supposed to be their off duty meal break. DEFENDANT required PLAINTIFF and the AGGRIEVED EMPLOYEES to work off the clock without paying them for all the time they performed duties while on their meal break, specifically by failing to provide enough labor hours to accomplish all the job tasks that DEFENDANT expected PLAINTIFF and the AGGRIEVED EMPLOYEES to complete on a daily and/or weekly basis. PLAINTIFF and the AGGRIEVED EMPLOYEES also worked off the clock with respect to time spent undergoing mandatory drug testing or any other testing and/or examination required as a condition of employment. Additionally, DEFENDANT engaged in the practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to complete mandatory COVID-19 screening questions on their personal cell phones prior to clocking into DEFENDANT's timekeeping system for the workday. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES from time to time were not paid wages for all time worked,

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1 including overtime wages, such that in the aggregate employees were underpaid wages as a
2 result of DEFENDANT's pattern and practice of unevenly rounding time worked by its
3 employees. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
4 minimum wage and overtime compensation by from time to time working without their time
5 being accurately recorded and without compensation at the applicable minimum wage and
6 overtime rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other
7 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
8 records.

9 12. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED
10 EMPLOYEES were also from time to time unable to take off duty meal breaks and were not
11 fully relieved of duty for meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were
12 from time to time required to perform work as ordered by DEFENDANT for more than five (5)
13 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed
14 to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with a second off-duty meal
15 period from time to time in which these employees were required by DEFENDANT to work ten
16 (10) hours of work from time to time. PLAINTIFF and the other AGGRIEVED EMPLOYEES
17 therefore forfeited meal breaks without additional compensation and in accordance with
18 DEFENDANT's corporate policy and practice.

19 13. During the PAGA PERIOD, PLAINTIFF and the other AGGRIEVED
20 EMPLOYEES were also required from time to time to work in excess of four (4) hours without
21 being provided ten (10) minute rest periods. Further, these employees were denied their first
22 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
23 hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
24 worked of between six (6) and eight (8) hours from time to time, and a first, second and third
25 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
26 time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with
27 one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and
28 the other AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods

1 by DEFENDANT and DEFENDANT's managers. Additionally, the applicable California Wage
2 Order requires employers to provide employees with off-duty rest periods, which the California
3 Supreme Court defined as time during which an employee is relieved from all work related
4 duties and free from employer control. In so doing, the Court held that the requirement under
5 California law that employers authorize and permit all employees to take rest period means that
6 employers must relieve employees of all duties and relinquish control over how employees
7 spend their time which includes control over the locations where employees may take their rest
8 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
9 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
10 the other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
11 DEFENDANT's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could
12 not leave the work premises during their rest period. As a result of PLAINTIFF being required
13 to be present on the premises he was from time to time required by DEFENDANT to work
14 during what should of been his off duty rest period.

15 14. State law provides that employees must be paid overtime and meal and rest break
16 premium pay at one-and-one-half times their "regular rate of pay." PLAINTIFF and other
17 AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was
18 tied to specific elements of an employee's performance.

19 15. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
20 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
21 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
22 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
23 hourly basis with incentive compensation when the employees met the various performance
24 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
25 overtime and premiums for meal and rest break violations to PLAINTIFF and the other
26 AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive compensation as
27 part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
28 premium pay for meal and rest break violations. Management and supervisors described the

1 incentive program to potential and new employees as part of the compensation package. As a
2 matter of law, the incentive compensation received by PLAINTIFF and other AGGRIEVED
3 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted
4 in an underpayment of overtime compensation and meal and rest break premium pay to
5 PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT.

6 16. DEFENDANT also failed to provide PLAINTIFF and the other AGGRIEVED
7 EMPLOYEES with complete and accurate wage statements which failed to show, among other
8 things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
9 employer shall furnish each of his or her employees with an accurate itemized wage statement
10 in writing showing, among other things, gross wages earned and all applicable hourly rates in
11 effect during the pay period and the corresponding amount of time worked at each hourly rate.
12 PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the
13 wage statements should reflect all applicable hourly rates during the pay period and the total
14 hours worked, and the applicable pay period in which the wages were earned pursuant to
15 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
16 PLAINTIFF and other AGGRIEVED EMPLOYEES failed to identify such information. More
17 specifically, the wage statements failed to identify the accurate total hours worked each pay
18 period. When the hours shown on the wage statements were added up, they did not equal the
19 actual total hours worked during the pay period in violation Cal. Lab. Code Section 226(a)(2).
20 Additionally, DEFENDANT violated Section 226(a)(9) by failing to identify the correct rates
21 of pay and number of hours worked, including for the "CO Look Back," item of pay, which was
22 a wage payment. Aside, from the violations listed above, DEFENDANT failed to issue to
23 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor
24 Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the
25 other AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

26 17. Cal. Lab. Code § 204 provides that "[a]ll wages. . . earned by any person in any
27 employment are due and payable twice during each calendar month, on days designated in
28 advance by the employer as the regular paydays." Further, Cal. Lab. Code § 204(d) expressly

1 requires employers to pay employees all wages owed within seven (7) days of the close of the
2 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
3 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
4 payroll period, including but not limited to for the "Gross Up Pay" wage payments.

5 18. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
6 to collect or receive from an employee any part of wages theretofore paid by said employer to
7 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
8 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
9 PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
10 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
11 and thereby failed to pay these employees all wages due at each applicable pay period and upon
12 termination.

13 19. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
14 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
15 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees regularly earn
16 non-discretionary remuneration. Rather than pay sick pay at the regular rate of pay,
17 DEFENDANT underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at
18 their base rates of pay.

19 20. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
20 employees be calculated by dividing the employee's total wages, not including overtime
21 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
22 of employment.

23 21. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
24 the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-
25 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
26 was paid, it was paid at the base rate of pay for PLAINTIFF and other AGGRIEVED
27 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
28 Code Section 246.

1 22. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
2 other AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
3 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes
4 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that
5 PLAINTIFF and the AGGRIEVED EMPLOYEES whose employment has separated are
6 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

7 23. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
8 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
9 incurred by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
10 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
11 2802, employers are required to indemnify employees for all expenses incurred in the course
12 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
13 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
14 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
15 directions of the employer, even though unlawful, unless the employee, at the time of obeying
16 the directions, believed them to be unlawful."

17 24. In the course of their employment PLAINTIFF and other AGGRIEVED
18 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
19 cellular phones as a result of and in furtherance of their job duties as employees for
20 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
21 associated with the use of their personal cellular phones for DEFENDANT's benefit.
22 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required by
23 DEFENDANT to use their personal cellular phones to respond to managers while off the clock
24 (which also results in minimum wage and overtime violations) and also download an application
25 so that these employees could complete DEFENDANT's mandatory COVID-19 screening
26 questions prior to coming into work each day. As a result, in the course of their employment
27 with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
28 unreimbursed business expenses which included, but were not limited to, costs related to the use

1 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

2 25. In violation of the applicable sections of the California Labor Code and the
3 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
4 a matter of company policy, practice and procedure, intentionally and knowingly failed to
5 compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES for missed meal and rest
6 periods. This policy and practice of DEFENDANT is intended to purposefully avoid the
7 payment for all time worked as required by California law which allows DEFENDANT to
8 illegally profit and gain an unfair advantage over competitors who complied with the law. To
9 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
10 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

11 26. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
12 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which fails
13 to accurately calculate and record all missed meal and rest periods and failed to pay all
14 minimum and overtime wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES. The
15 proper recording of these employees' missed meal and rest breaks is the DEFENDANT's
16 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this
17 burden, DEFENDANT fails to properly calculate and/or pay all required compensation for work
18 performed by the AGGRIEVED EMPLOYEES and violated the California Labor Code and
19 regulations promulgated thereunder as herein alleged.

20 27. All of the conduct and violations alleged herein occurred during the PAGA
21 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
22 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
23 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
24 AJDAR 12157 (Certified for Publication 12/19/18).

25
26 **JURISDICTION AND VENUE**

27 28. This Court has jurisdiction over this Action pursuant to California Code of Civil
28 Procedure, Section 410.10.

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

7
8 **FIRST CAUSE OF ACTION**

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

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

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

12 30. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
13 herein, the prior paragraphs of this Complaint.

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

24 32. PLAINTIFF, and such persons that may be added from time to time who satisfy
25 the requirements and exhaust the administrative procedures under the Private Attorney General
26 Act, brings this Representative Action on behalf of the State of California with respect to
27 himself and all individuals who are or previously were employed by DEFENDANT in
28 California and who were classified as non-exempt employees ("AGGRIEVED EMPLOYEES")

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1 during the time period of May 28, 2020 until a date as determined by the Court (the "PAGA
2 PERIOD").

3 33. On May 28, 2021, PLAINTIFF gave written notice by electronic mail to the Labor
4 and Workforce Development Agency (the "Agency") and by certified mail to the employer of
5 the specific provisions of this code alleged to have been violated as required by Labor Code §
6 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
7 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
8 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
9 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

10 34. The policies, acts and practices heretofore described were and are an unlawful
11 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
13 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
14 to pay overtime and sick pay wages, (e) failed to reimburse employees for required expenses,
15 and (f) failed to provide wages when due, all in violation of the applicable Labor Code sections
16 listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 351, 510,
17 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
18 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise
19 to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
20 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
21 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
22 the other AGGRIEVED EMPLOYEES.

23
24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
26 severally, as follows:

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

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

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

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

Dated: September 27, 2021

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: 

Norman B. Blumenthal
Attorneys for Plaintiff