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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 20 2021

COPY

BY Felix Garza
FELIX GARZA, DEPUTY

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

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

CIV SB 2127693

14 FRANCISCO GARCIA, on behalf of the
15 State of California, as a private attorney
16 general,

17 Plaintiff,

18 vs.

19 SPECIALTY MINERALS INC., a
20 Corporation; DOES 1 through 50,
21 inclusive,

22 Defendants.

Case No. _____

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)

FAXED

1 Plaintiff Francisco Garcia ("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 Specialty Minerals Inc.
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 Specialty Minerals Inc. ("DEFENDANT") is a corporation that at all
24 relevant times mentioned herein conducted and continues to conduct substantial business in the
25 state of California.

26 5. DEFENDANT develops industrial minerals and chemicals for the paper, coatings,
27 building materials, ceramic, glass, polymer, and food industries. Its primary product is
28

1 precipitated calcium carbonate (PCC), which brightens and whitens paper, teeth, and paint.

2 6. PLAINTIFF was employed by DEFENDANT from October of 2020 to June 11,
3 2021 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an
4 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
5 and overtime wages due for all time worked.

6 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to
9 himself and all individuals who are or previously were employed by DEFENDANT in
10 California and who were classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
11 during the time period of July 15, 2020 until a date as determined by the Court (the "PAGA
12 PERIOD").

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

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

1 caused the injuries and damages hereinafter alleged.

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

10 THE CONDUCT

11
12 11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
13 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
14 meaning the time during which an employee is subject to the control of an employer, including
15 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
16 and other AGGRIEVED EMPLOYEES to work from time to time while they were clocked out
17 for what was supposed to be their off duty meal break. DEFENDANT required PLAINTIFF
18 and the AGGRIEVED EMPLOYEES to work off the clock without paying them for all the time
19 they performed duties while on their meal break, specifically by failing to provide enough labor
20 hours to accomplish all the job tasks that DEFENDANT expected PLAINTIFF and the
21 AGGRIEVED EMPLOYEES to complete on a daily and/or weekly basis. PLAINTIFF and the
22 AGGRIEVED EMPLOYEES also worked off the clock with respect to time spent undergoing
23 mandatory drug testing or any other testing and/or examination required as a condition of
24 employment. Further, during the PAGA PERIOD, DEFENDANT required PLAINTIFF and
25 other AGGRIEVED EMPLOYEES to wait in line and submit to mandatory temperature checks
26 for COVID-19 screening and also complete a COVID-19 questionnaire regarding whether these
27 employees had any symptoms prior to clocking into DEFENDANT's timekeeping system for
28 the workday. Finally, PLAINTIFF and other AGGRIEVED EMPLOYEES from time to time

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

9 12. As a result of their rigorous work schedules, PLAINTIFF and other 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 other AGGRIEVED EMPLOYEES
12 were from time to time required to perform work as ordered by DEFENDANT for more than
13 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT
14 failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with a second off-duty
15 meal period from time to time in which these employees were required by DEFENDANT to
16 work ten (10) hours of work from time to time. PLAINTIFF and the other AGGRIEVED
17 EMPLOYEES therefore forfeited meal breaks without additional compensation and in
18 accordance with DEFENDANT's corporate policy and practice.

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

1 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 other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
11 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
12 leave the work premises during their rest period.

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

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

1 EMPLOYEES must be included in the “regular rate of pay.” The failure to do so has resulted
2 in an underpayment of overtime compensation and meal and rest break premium pay to
3 PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT.

4 16. DEFENDANT also failed to provide PLAINTIFF and the other AGGRIEVED
5 EMPLOYEES with complete and accurate wage statements which failed to show, among other
6 things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
7 employer shall furnish each of his or her employees with an accurate itemized wage statement
8 in writing showing, among other things, gross wages earned and all applicable hourly rates in
9 effect during the pay period and the corresponding amount of time worked at each hourly rate.
10 PLAINTIFF and other AGGRIEVED EMPLOYEES were from time to time paid on an hourly
11 basis. As such, the wage statements should reflect all applicable hourly rates during the pay
12 period and the total hours worked, and the applicable pay period in which the wages were
13 earned pursuant to California Labor Code Section 226(a)(2). The wage statements
14 DEFENDANT provided to PLAINTIFF and other AGGRIEVED EMPLOYEES failed to
15 identify such information. More specifically, the wage statements failed to identify the accurate
16 total hours worked each pay period. When the hours shown on the wage statements were added
17 up, they did not equal the actual total hours worked during the pay period in violation of Cal.
18 Lab. Code 226 (a)(2). Additionally, DEFENDANT violated Section 226(a)(9) by failing to
19 identify the correct rates of pay and number of hours worked, including for the “OT 2nd Shift
20 Premium,” “OT 3rd Shift Premium,” “Sunday OT Shift Premium,” and “other” items of pay,
21 which were wage payments. Aside, from the violations listed above, DEFENDANT failed to
22 issue to PLAINTIFF an itemized wage statement that lists all the requirements under California
23 Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and
24 the other AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code
25 § 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 earn non-
16 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
17 underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates
18 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 other AGGRIEVED EMPLOYEES routinely earned
25 non-discretionary incentive wages which increased their regular rate of pay. However, when
26 sick pay 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 AGGRIEVED EMPLOYEES whose employment has separated are entitled
6 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). As a result, in the course of
25 their employment with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES
26 incurred unreimbursed business expenses which included, but were not limited to, costs related
27 to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

28 25. In violation of the applicable sections of the California Labor Code and the

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

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

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

23 **JURISDICTION AND VENUE**

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

26 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
28 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained

1 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
2 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
3 AGGRIEVED EMPLOYEES.

4
5 **FIRST CAUSE OF ACTION**

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

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

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

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

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

21 32. PLAINTIFF, and such persons that may be added from time to time who satisfy
22 the requirements and exhaust the administrative procedures under the Private Attorney General
23 Act, brings this Representative Action on behalf of the State of California with respect to
24 himself and all individuals who are or previously were employed by DEFENDANT in
25 California and who were classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
26 during the time period of July 15, 2020 until a date as determined by the Court (the "PAGA
27 PERIOD").

28 33. On July 15, 2021, PLAINTIFF gave written notice by electronic mail to the Labor

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

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

20 21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
23 severally, as follows:

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

26 A) Recovery of civil penalties as prescribed by the Labor Code Private

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

1 Attorneys General Act of 2004; and,

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

4 Dated: September 28, 2021

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

6
7 By: 

Norman B. Blumenthal
Attorneys for Plaintiff