

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

SEP 21 2021

BY Sylvia Guajardo
SYLVIA GUAJARDO, DEPUTY

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)

250 West First Street, Suite 216

Claremont, California 91711

Telephone: (909) 621-4988

Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

Attorney for Plaintiffs and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ROSALBA JIMENEZ, an individual; PAULA
LUCIO SOSA, an individual; and on behalf of
themselves and all other aggrieved employees,

Plaintiffs,

v.

WORKFORCE PERSONNEL, INC., a
California corporation; PORT LOGISTICS
GROUP, INC., doing business as,
WHIPLASH, a Delaware corporation;
WHIPLASH MERCHANDISING, INC., a
Delaware corporation and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. **CIV SB 2126369**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

DEMAND FOR JURY TRIAL

1 This is a representative action brought by Rosalba Jimenez and Paula Lucio Sosa, individually
2 and on behalf of all other aggrieved employees ("Plaintiffs"), relating to systemic violations of
3 California wage and hour laws by their employers Workforce Personnel, Inc. ("Workforce
4 Personnel"), Port Logistics, Inc. doing business as Whiplash, ("Port Logistics"), and Whiplash
5 Merchandising, Inc., ("Whiplash") (collectively, "Defendants"). Plaintiffs make the following
6 allegations on information and belief, except as to allegations pertaining to Plaintiffs individually,
7 which are based on their personal knowledge.

8 INTRODUCTION

9 1. Defendant, Workforce Personnel is a private staffing company which assigns
10 employees out to work for other businesses.

11 2. Defendant, Port Logistics Group, Inc., doing business as, Whiplash is a company that
12 provides logistics services, such as shipping, transportation, and storage services, for retail
13 businesses.

14 3. Defendant, Whiplash Merchandising, Inc. is a business that offers drayage,
15 transloading, crossdocking, warehousing, distribution, and third-party fulfillment services.

16 4. As private, for-profit businesses, Defendants have jointly implemented common
17 policies and practices that have resulted in systemic violations of California's wage and hour laws.

18 5. As a result of systematic policies and practices, Defendants have violated California's
19 wage and hour laws, as promulgated in the California Labor Code and all applicable Industrial
20 Welfare Commission ("IWC") Wage Orders. For example, Defendants attempts to maximize profits
21 by cutting labor costs and implementing unlawful policies and practices, including but not limited to,
22 grossly understaffing its warehouse, denying meal and rest breaks, and cheating their employees out
23 of wages and premiums.

24 6. This case involves all non-exempt employees of Defendants who have worked for
25 Defendants in the State of California from July 17, 2020 to present ("Statute of Limitations Period").
26 Hereinafter, these employees are referred to as "Aggrieved Employees."

7. Plaintiffs seek to recover penalties for the Labor and Workforce Development Agency (“LWDA”), on behalf of themselves and all other similarly Aggrieved Employees under the Private Attorneys General Act (“PAGA”) as a result of Defendants’ systematic violations of the law.

JURISDICTION AND VENUE

8. The Superior Court of the State of California has jurisdiction in this matter because Plaintiffs are citizens and residents of the State of California, and Defendants are citizens and residents of, and/or regularly conducts business in, the State of California

9. Venue is proper in this judicial district and the County of San Bernardino, California because Plaintiffs reside in the County of San Bernardino and Defendant Workforce Personnel, Inc. conducts and has an office in the County of San Bernardino and many of Defendants unlawful actions and omissions, as set alleged herein, occurred in the County of San Bernardino. Specifically, Defendant Workforce Personnel has an office in Rancho Cucamonga, California, which is located in the County of San Bernardino.

10. Defendants employed Plaintiffs and other Aggrieved Employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiffs and other Aggrieved Employees.

11. The State of California, San Bernardino County, has jurisdiction in this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure and Rules of Court. Thus, the State of California, San Bernardino County Superior Court maintains the appropriate jurisdiction to hear this matter.

THE PARTIES

12. During the Statute of Limitations period, Plaintiff Rosalba Jimenez is an individual residing in California, in the County of San Bernardino.

13. Plaintiffs were employed as hourly, non-exempt workers by Defendants. Defendant

1 Workforce Personnel, Inc. assigned Plaintiffs and other Aggrieved Employees to work at Defendants,
2 Port Logistics Group, Inc., doing business as, Whiplash and Whiplash Merchandising, Inc.'s
3 warehouses located throughout southern California.

4 14. Plaintiffs are informed and believes, and thereon alleges, that Defendant Workforce
5 Personnel, Inc. is, and at all times relevant hereto was, a corporation organized and existing under the
6 laws of the State of California and license to do business in the State of California.

7 15. Plaintiffs are informed and believes, and thereon alleges, that Defendant Port Logistics
8 Group, Inc., doing business as, Whiplash is, and at all times relevant hereto was, a corporation
9 organized and existing under the laws of the State of Delaware and licensed to do business in the
10 State of California.

11 16. Plaintiffs are informed and believes, and thereon alleges, that Defendant Whiplash
12 Merchandising, Inc. is, and at all times relevant hereto was, a corporation organized and existing
13 under the laws of the State of Delaware and licensed to do business in the State of California.

14 17. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
15 Plaintiffs at this time, and Plaintiffs therefore sues such defendants under fictitious names. Plaintiffs
16 are informed and believe, and thereon allege, that each defendant designated as a DOE is in some
17 manner highly responsible for the occurrences alleged herein, and that Plaintiffs and other Aggrieved
18 Employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
19 DOE defendants. Plaintiffs will seek leave of the Court to amend this Complaint to allege the true
20 names and capacities of such DOE defendants when ascertained.

21 18. Plaintiffs are informed and believes, and based thereon alleges, that each Defendant
22 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
23 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
24 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
25 employer and/or joint employer of Plaintiffs and the other Aggrieved Employees.

26 19. Plaintiffs are informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy.

1 Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned below
2 was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant,
3 partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and
4 consent of the above co-Defendants. Plaintiffs also allege that the acts of each Defendant are legally
5 attributable to the other Defendants.

6 20. Plaintiffs are informed and believes, and based thereon alleges, that each of the
7 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
8 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
9 and was acting, at least in part, within the course and scope of such employment and agency, with the
10 express and implied permission, consent and knowledge, approval and/or ratification of the other
11 Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned,
12 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

13 21. As a direct and proximate result of the unlawful actions of Defendants, Plaintiffs and
14 the other Aggrieved Employees have suffered and continue to suffer penalties in amounts as yet
15 unascertained but subject to proof at trial and within the jurisdiction of this Court.

16 **NOTICE PURSUANT TO CALIFORNIA LABOR CODE §2810.3(d)**

17 22. On July 15, 2021, Plaintiffs provided Defendants with notice pursuant to California
18 Labor Code §2810.3(d) and Plaintiffs' intent to file suit based upon the alleged violations of the
19 California Labor Code and seek penalties pursuant to PAGA. In particular, Plaintiffs notified
20 Defendants that in the event liability is determined against Defendant, Workforce Personnel, Inc.,
21 Defendants Port Logistics Group, Inc., doing business as, Whiplash and Whiplash Merchandising, Inc.
22 shall share any and all civil responsibility and civil liability for all workers supplied by Defendant,
23 Workforce Personnel, Inc. to Defendants, to Defendants, Port Logistics and Whiplash upon the failure
24 to comply with the California Labor Code and all related regulations and all applicable IWC Wage
25 Orders.

26 23. More than thirty (30) days has expired since notice pursuant to Labor Code §2810.3(d)
27 and the alleged violations was provided to Defendants prior to filing this suit.
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5

2
3
4
5
6
7
8

9
0
1
2
3
4
5
6

7

8

9

102

1

1 Aggrieved Employees to systematically miss and otherwise take non-compliant meal periods.
2 Defendants systematically understaff their job sites such that non-exempt employees are given so
3 much work to complete that they regularly miss or otherwise take non-compliant meal periods. As a
4 direct consequence of this understaffing, Plaintiffs and Aggrieved Employees have so much work to
5 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
6 take them after working longer than five (5) hours, to perform work during their meal periods, or
7 return to work after taking less than a thirty (30) minute meal period.

8 29. There are also frequently occasions when Plaintiffs and Aggrieved Employees need to
9 perform other duties immediately before the time during which they are legally entitled to take a meal
10 period. Pursuant to Defendants' policies, Plaintiffs and Aggrieved Employees cannot simply drop
11 their urgent job duties to take a meal period. Consequently, Plaintiffs and Aggrieved Employees
12 regularly miss meal periods, take late meal periods, return early from meal periods, and even clock
13 out for meal periods but continue working.

14 30. Plaintiffs and Aggrieved Employees need to first secure permission before taking a
15 meal period. Plaintiffs and Aggrieved Employees often cannot simply stop working and take their
16 meal period, and their inability to secure coverage regularly causes them to regularly miss and
17 otherwise take non-compliant meal periods.

18 31. Despite the foregoing, Defendants have implemented a policy and practice of actively
19 discouraging the issuance of meal period premium payments, and in the process, Defendants have
20 also violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
21 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to
22 compensate Plaintiffs and Aggrieved Employees who were not authorized and permitted to take a
23 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
24 regular rate of pay for each workday that such a meal period was not authorized or permitted.

25 32. Defendants also implemented an unlawful meal period policy by compensating
26 Plaintiffs and Aggrieved Employees for interrupted meal periods only for their actual work time, as
27 opposed to paying them legally required premiums.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2

3
4
5
6

7
8
9
0
1
2

3
4
5
6
7

8
9
0
1
2

3

557

1 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on
2 the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
3 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
4 consecutive day of work in any workweek.

5 38. Plaintiffs and other Aggrieved Employees are current and former non-exempt
6 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
7 applicable IWC Order. During the statute of limitations period, Defendants have failed to
8 compensate Plaintiffs and other Aggrieved Employees for all overtime hours worked as required
9 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other
10 methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
11 provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring,
12 permitting or suffering Plaintiffs and other Aggrieved Employees to work off-the-clock, and to work
13 through meal and rest breaks, but not compensating them for this time, improperly calculating the
14 regular rate of pay based on shift differential and other remuneration, and other methods to be
15 discovered.

16 39. In a short-sighted attempt to maximize profits, Defendants have understaffed their
17 warehouses. Not only has this practice resulted in widespread missed meal and rest breaks, but it has
18 also caused Plaintiffs and other Aggrieved Employees to perform work while off-the-clock.
19 Defendants have actual or constructive knowledge of this off-the-clock work and subtly condone it.
20 Plaintiffs and other Aggrieved Employees routinely arrive to work early to check so that they are
21 prepared and ready to begin performing their duties promptly at the start of their shifts, as they must
22 be pursuant to Defendants' requirements. Defendants know that Plaintiffs and other Aggrieved
23 Employees perform this work off-the-clock.

24 40. Plaintiffs and other Aggrieved Employees must get to work by no later than the start
25 of their shifts – and usually earlier. Thus, they are not afforded the benefit of clocking in for work a
26 few minutes late. Likewise, Plaintiffs and other Aggrieved Employees are in a rush to complete their
27 mandatory job duties, so they are rarely afforded the benefit of clocking out early at the end of their
28

1 shifts. This results in the widespread underpayment of time worked.

2 41. Defendants have knowingly and willfully refused to perform their obligations to
3 compensate Plaintiffs and other Aggrieved Employees for all wages earned and all hours worked in
4 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

5 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

6 **[Cal. Lab. Code §§ 201 - 203]**

7 42. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to pay
8 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
9 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
10 the time of discharge are due and payable immediately.

11 43. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
12 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
13 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
14 which case the employee is entitled to his or her wages at the time of quitting.

15 44. California Labor Code § 203 provides that if an employer willfully fails to pay, in
16 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
17 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
18 employee at the same rate for up to 30 workdays.

19 45. During the statute of limitations period, Defendants have willfully failed to pay
20 accrued wages and other compensation to Plaintiffs and other Aggrieved Employees in accordance
21 with California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
22 Plaintiffs and other Aggrieved Employees with their final paychecks within the timeframes required
23 under California law. In addition, because Defendants have failed and continue to fail to properly
24 compensate Plaintiffs and other Aggrieved Employees for all hours worked when due, overtime
25 wages, and compensation for non-compliant meal and rest breaks, Defendants have also willfully
26 failed and continue to fail to pay accrued wages and other compensation to Plaintiffs and other
27 Aggrieved Employees in accordance with California Labor Code §§ 201 and 202.

1 **Failure to Furnish Accurate Itemized Wage Statements**

2 **[Cal. Lab. Code § 226(a); § 7 of the Applicable IWC Wage Order]**

3 46. During the statute of limitations period, Defendants have routinely failed to provide
4 Plaintiffs and other Aggrieved Employees with timely and accurate itemized wage statements.
5 Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of
6 pay for regular and overtime hours worked by Plaintiffs and Aggrieved Employees. Further,
7 Defendants were and are not providing Plaintiffs and other Aggrieved Employees with proper meal
8 periods and rest breaks but intentionally fails to include in their wage statements one (1) additional
9 hour of compensation at their regular rates of pay for each non-compliant meal period or rest break,
10 applicable rate of pay for sick leave, and other California Labor Code violations yet to be discovered.

11 47. In order to conceal their wage theft, Defendants knowingly and intentionally failed to
12 provide Plaintiffs and other Aggrieved Employees with timely and accurate itemized wage statements
13 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

14 48. Plaintiff and other Aggrieved Employees suffered injury as a result of Defendants'
15 failure to provide timely and accurate itemized wage statements prevented them from discovering the
16 scope and extent of Defendants' violations of California wage and hour laws, prevented them from
17 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
18 wages earned, all applicable hourly rates in effect during each pay period and the corresponding
19 number of hours worked at each hourly rate, and other violations yet to be discovered.

20 **Failure to Maintain Required Records**

21 **[Cal. Lab. Code §§ 226(a), 1174(d); § 7 of the Applicable IWC Wage Order]**

22 49. During the statute of limitations period, as part of Defendants' illegal payroll policies
23 and practices to deprive Plaintiffs and other Aggrieved Employees of all wages earned and due,
24 Defendants knowingly and intentionally failed to maintain records as required under California Labor
25 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the
26 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;
27 meal periods; time records showing when each employee begins and ends each work period; and
28

1 accurate itemized statements. Defendants had knowledge that it was not providing its non-exempt
2 employees with proper meal and rest periods, but knowingly failed to include in the wage statements
3 one (1) extra hour of compensation for each missed meal and rest period, and other violations of the
4 California Labor Code which have not been discovered.

5 50. During the statute of limitations period, as part of Defendants' illegal payroll policies
6 and practices to deprive Plaintiffs and other Aggrieved Employees of all wages earned and due,
7 Defendants knowingly and intentionally failed to maintain records as required under California Labor
8 Code § 2810.5, which requires a California employer to provide written notice at the time of hiring of
9 certain employment related information, including but not limited to, the name of the employer,
10 including any "doing business as" names used by the employer, and the physical address of the
11 employer's main office or principal place of business, and a mailing address, if different.

12 51. Defendants failed to comply with California Labor Code § 2810.5 by not providing
13 Plaintiffs and the other Aggrieved Employees with the Wage Theft form as provided above.

14 **FIRST CAUSE OF ACTION**

15 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

16 **[Cal. Lab. Code § 2698 *et seq.*]**

17 (On Behalf of Plaintiffs against Defendant)

18 52. Plaintiffs incorporates herein by specific reference, as though fully set forth, the
19 allegations in paragraphs 1 through 51.

20 53. Plaintiffs are "Aggrieved Employees" within the meaning of California Labor Code §
21 2699(c), and a proper representative to bring a civil action on behalf of themselves and other current
22 and former non-exempt employees of Defendants pursuant to the procedures specified in Labor Code
23 § 2699.3, because Plaintiffs were employed by Defendants and one or more of the alleged California
24 Labor Code violations was committed against Plaintiffs during the statute of limitations period.

25 54. Plaintiffs seek to recover civil penalties through a representative action permitted by
26 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
27 class certification is not required.

1 55. A plaintiff has standing to represent all Aggrieved Employees for all of their asserted
2 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
3 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
4 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subs. (a), (c)).
5 Here, Plaintiffs were not provided with a legally compliant wage statement pursuant to Labor Code
6 §226 since the legal name and address of the employer was not provided on Defendants wage
7 statements, Plaintiffs were not provided with supplemental COVID-19 sick leave and COVID-19
8 supplemental sick leave was not listed on their wage statement, in addition to the meal and rest period
9 and other California Labor Code violations as alleged herein.

10 56. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiffs seek to recover civil
11 penalties from Defendants in a representative action for the violations set forth above, including but
12 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 510, 512,
13 1174(d), 1194, 1197, 1198 and 2810.5.

14 57. Pursuant to California Labor Code § 2699(a), Plaintiffs seek to recover civil penalties
15 for Defendants’ violations of California Labor Code provisions for which a civil penalty is
16 specifically provided, including but not limited to, the following:

- 17 a. Pursuant to California Labor Code § 210, for violations of California Labor
18 Code § 204, Defendants are subject to a civil penalty in the amount of one
19 hundred dollars (\$100) for the initial violation for each failure to pay each
20 employee, and two hundred dollars (\$200) per employee for violations in
21 subsequent pay periods.
- 22 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
23 Code § 226(a), Defendants are subject to a civil penalty in the amount of two
24 hundred and fifty dollars (\$250) per Aggrieved Employee for the initial pay
25 period where a violation occurs and one thousand dollars (\$1,000) per
26 Aggrieved Employee for violations in subsequent pay periods.
- 27 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor
28

Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).

d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

58. California Labor Code § 2699(f) provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: 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.

59. Plaintiffs seek to recover such civil penalties under California Labor Code § 2699(f) for Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198 and 2810.5.

60. Plaintiffs additionally seek reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

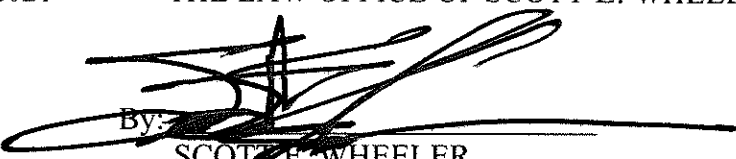
WHEREFORE, Plaintiffs, individually and on behalf of all other Aggrieved Employees, pray for relief against Defendants as follows:

1. For civil penalties under California Labor Code § 2699(a) and (f) according to proof;

- 1 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
2 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
3 providing for attorneys' fees and costs; and
4 3. For such further relief that the Court may deem just and proper.

5
6 DATED: September 9, 2021

THE LAW OFFICE OF SCOTT E. WHEELER

7
8 By: 
9 SCOTT E. WHEELER

10 *Attorney for Plaintiffs and Aggrieved Employees*
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28