

FILED
Superior Court Of California,
Sacramento
01/28/2022
lbaldwin1
By _____, Deputy
Case Number:
34-2022-00314710

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

NELSON CHAVIRA, MICHAEL BIRD, and
MICKEY LATHUM, on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

vs.

MARK III CONSTRUCTION, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.:

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiffs NELSON CHAVIRA, MICHAEL BIRD, and MICKEY LATHUM
2 (“Plaintiffs”), based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, allege
4 as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendant MARK III CONSTRUCTION, INC.
7 and DOES 1 through 10 (MARK III CONSTRUCTION, INC. and DOES 1 through 10 are
8 collectively referred to as “Defendants”) for civil penalties under the Private Attorneys General
9 Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”) stemming from Defendants’
10 failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to
11 provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages
12 twice per month, failure to maintain accurate records of hours worked and meal periods, failure
13 to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify
14 for necessary business expenditures.

15 2. For over 50 years, California’s courts and legislature have recognized that this
16 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
17 Wages are not ordinary debts. Because of the economic position of the average worker and his
18 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
19 that employees are promptly paid the minimum/overtime wages that the Legislature has required
20 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
21 criminalized certain types of violations. In extending extra protection to deter violations of these
22 underlying statutes—since Plaintiffs are not seeking general and/or special damages, restitution
23 or other damages other than civil penalties—California has enacted the PAGA to permit an
24 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this
25 action.

26 3. All California employees during the relevant statutes of limitations who are or
27 were harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved
28 Employees worked for Defendants as hourly-paid or non-exempt employees within the

1 applicable statutory period.

2 4. Plaintiffs bring this action against Defendants seeking only to recover penalties on
3 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of
4 California. Plaintiffs do not seek to recover anything other than penalties as permitted by
5 California Labor Code Section 2699 at this time. To the extent that statutory violations are
6 mentioned for wage violations, Plaintiffs do not seek underlying general and/or special damages
7 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
8 declaratory relief, and injunctive relief for themselves and all Aggrieved Employees as permitted
9 by the PAGA.

10 5. Defendants own/owned and operate/operated an industry, business, and
11 establishment within the State of California, including Sacramento County. As such, and based
12 upon all the facts and circumstances incident to Defendants' business in California, Defendants
13 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
14 Commission ("IWC"), and the California Business & Professions Code.

15 6. On information and belief, Defendants, and each of them were on actual and
16 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
17 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
18 willful and deliberate.

19 7. At all relevant times, Defendants were and are legally responsible for all of the
20 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
21 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,
22 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
23 the doctrine of "respondeat superior".

24 **THE PARTIES**

25 **A. Plaintiffs**

26 8. Plaintiff NELSON CHAVIRA ("Plaintiff Chavira") is a California resident who
27 worked for Defendants in Sacramento County, California as an hourly-paid, non-exempt
28 employee from approximately January 2019 to approximately May 2021.

1 9. Plaintiff MICHAEL BIRD (“Plaintiff Bird”) is a California resident who worked
2 for Defendants in Sacramento County, California as an hourly-paid, non-exempt employee from
3 approximately October 2020 to approximately December 2020.

4 10. Plaintiff MICKEY LATHUM (“Plaintiff Lathum”) is a resident of Sacramento
5 County, California who has worked for Defendants in Sacramento County, California as an
6 hourly-paid, non-exempt employee from approximately June 2019 to November 25, 2020.

7 **B. Defendants**

8 11. Plaintiffs are informed and believe, and based upon that information and belief
9 allege, that Defendant MARK III CONSTRUCTION, INC. is, and at all times herein mentioned,
10 was:

- 11 (a) A corporation qualified to do business and actually conducting business in
12 numerous counties throughout the State of California, including in
13 Sacramento County; and,
14 (b) The former employer of Plaintiffs, and the current and/or former employer
15 of the Aggrieved Employees because Defendant MARK III
16 CONSTRUCTION, INC. suffered and permitted Plaintiffs and the
17 Aggrieved Employees to work, and/or controlled their wages, hours, or
18 working conditions.

19 12. Plaintiffs do not know the true names or capacities of the persons or entities sued
20 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
21 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
22 Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to
23 set forth the true names and capacities of these Defendants when they have been ascertained,
24 together with appropriate charging allegations, as may be necessary.

25 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
26 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
27 and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of
28 California.

1 14. Plaintiffs are informed and believe and thereon allege that at all relevant times
2 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
3 and the other employees and exercised control over their wages, hours, and working conditions.
4 Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant
5 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
6 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of
7 some or all of the other Defendants, and was engaged with some or all of the other Defendants in
8 a joint enterprise for profit, and bore such other relationships to some or all of the other
9 Defendants so as to be liable for their conduct with respect to the matters alleged below.
10 Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and
11 within the scope of the relationships alleged above, that each Defendant knew or should have
12 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
13 conduct of all other Defendants.

14 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 15. Plaintiffs worked for Defendants in Sacramento County, California as hourly-paid,
16 non-exempt employees. During Plaintiffs' employment for Defendants, Defendants paid
17 Plaintiffs hourly wages and classified them as non-exempt from overtime. Defendants typically
18 scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per
19 workday, but Plaintiffs regularly worked more than eight hours in a workday and more than forty
20 (40) hours in a workweek.

21 16. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
22 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
23 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to pay
24 all earned wages twice per month, failed to maintain accurate records of hours worked and meal
25 periods, failed to timely pay all final wages to Plaintiffs when Defendants terminated their
26 employment, failed to furnish accurate wage statements to Plaintiffs, and failed to indemnify
27 Plaintiffs for expenditures. As discussed below, Plaintiffs' experience working for Defendants
28 was typical and illustrative.

1 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time,**
2 **and Overtime Wages**

3 17. Under California law, an employer must pay for all hours worked by an employee.
4 “Hours worked” is the time during which an employee is subject to the control of an employer,
5 and includes all the time the employee is suffered or permitted to work, whether or not required
6 to do so.

7 18. Labor Code § 510 provides that employees in California shall not be employed
8 more than eight hours in any workday or forty (40) hours in a workweek unless they receive
9 additional compensation beyond their regular wages in amounts specified by law.

10 19. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
11 be employed more than eight hours in any workday unless they receive additional compensation
12 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
13 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

14 20. Throughout the statutory period, Defendants maintained a policy and practice of
15 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum,
16 straight time, and overtime wages. Defendants required Plaintiffs and the Aggrieved Employees
17 to work “off-the-clock”, uncompensated, by, for example, requiring Plaintiffs and the Aggrieved
18 Employees to work unpaid during legally required meal periods. Some of this unpaid work
19 should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants
20 also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees
21 worked.

22 **B. Failure to Provide Meal Periods**

23 21. Under California law, employers have an affirmative obligation to relieve
24 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than
25 the start of sixth hour of work in a workday, and to allow employees to take their second 30-
26 minute, duty-free meal period no later than the start of the eleventh hour of work in the workday.
27 Further, employees are entitled to be paid one hour of additional wages for each workday they
28 were not provided with all required meal period(s).

1 22. Despite these legal requirements, Defendants wrongfully failed to provide
2 Plaintiffs and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted,
3 and duty-free meal period. Defendants regularly required Plaintiffs and the Aggrieved
4 Employees to work in excess of five consecutive hours a day without providing a 30-minute,
5 uninterrupted, and duty-free meal period for every five hours of work, or without compensating
6 Plaintiffs and the Aggrieved Employees for meal periods that were not provided by the end of the
7 fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over
8 Plaintiffs and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
9 work tasks which could not be completed without working in lieu of taking mandatory meal
10 periods, or by denying Plaintiffs and the Aggrieved Employees permission to take a meal period.
11 Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiffs and
12 the Aggrieved Employees in compliance with California law.

13 23. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
14 additional wages for each workday he or she was not provided with all required meal period(s).
15 Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the
16 additional wages to which they were entitled for meal periods that were not provided.

17 **C. Failure to Authorize and Permit Rest Periods**

18 24. Employers are required by California law to authorize and permit breaks of ten
19 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
20 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
21 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
22 itself a violation of California's rest break laws.

23 25. Throughout the statutory period, Defendants wrongfully failed to authorize and
24 permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods.
25 Defendants regularly required Plaintiffs and the Aggrieved Employees to work in excess of four
26 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
27 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four
28 hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that

1 were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs
2 and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work
3 tasks which could not be completed without working in lieu of taking mandatory rest periods, or
4 by denying Plaintiffs and the Aggrieved Employees permission to take a rest period.
5 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and the
6 Aggrieved Employees to take rest periods in compliance with California law.

7 26. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
8 additional wages for each workday he or she was not authorized and permitted to take all
9 required rest period(s). Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved
10 Employees the additional wages to which they were entitled for rest periods and that they were
11 not authorized and permitted to take.

12 **D. Failure to Pay All Earned Wages Twice Per Month**

13 27. Based on Defendants' failure to pay Plaintiffs and the Aggrieved Employees for
14 all wages as discussed above, Defendants also violated Labor Code § 204.

15 28. Labor Code § 204 requires employers to pay employees all earned wages two
16 times per month. Throughout the statute of limitations period applicable to this cause of action,
17 employees were entitled to be paid twice a month at their regular rates, including all meal period
18 premium wages owed, rest period premium wages owed, and wages owed for overtime hours
19 worked. However, during all such times, Defendants systematically failed and refused to pay the
20 employees all wages due, and failed to pay those wages twice a month, in that employees were
21 not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods
22 not authorized and permitted by Defendants, and all wages for all hours worked. As a result,
23 Defendants owe employees the legally required wages for unpaid wages, and Plaintiffs and the
24 Aggrieved Employees suffered damages in those amounts.

25 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

26 29. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to
27 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
28 fails to maintain accurate and complete records required by California Labor Code § 1174 is

1 subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every
2 employer shall keep time records showing when the employee begins and ends each work period.
3 Meal periods and total hours worked daily shall also be recorded

4 30. Defendants, however, failed to maintain accurate records of hours worked and all
5 meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

6 31. Defendants' failure to provide and maintain records required by the California
7 Labor Code and applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees
8 the ability to know, understand and question the accuracy and frequency of meal periods, and the
9 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the
10 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
11 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and
12 the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the
13 use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
14 seeking to compel Defendants to fully perform its obligation under state law, all to their
15 respective damage in amounts according to proof at trial. As a result of Defendants' knowing
16 failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs
17 and the Aggrieved Employees have also suffered an injury in that they were prevented from
18 knowing, understanding, and disputing the wage payments paid to them.

19 **F. Failure to Timely Pay All Wages at Termination**

20 32. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
21 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
22 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
23 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
24 two (72) hours previous notice of his or her intention to quit, in which case the employee is
25 entitled to his or her wages at the time of quitting.

26 33. Within the applicable statute of limitations, the employment of Plaintiffs and
27 many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged,
28 and the employment of others will be terminated. However, during the relevant time period,

Defendants failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

34. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

35. Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

G. Failure to Furnish Accurate Itemized Wage Statements

36. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (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 paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

37. The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to

1 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
2 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
3 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled
4 to an award of costs and reasonable attorney's fees." (Labor Code § 226(e)(1).)

5 38. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
6 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
7 rates, and all gross and net wages earned (including correct hours worked, correct wages for meal
8 periods that were not provided in accordance with California law, and correct wages for rest
9 periods that were not authorized and permitted to take in accordance with California law).

10 39. Because Defendants violated Labor Code § 226, Plaintiffs and similarly
11 Aggrieved Employees suffered injury and damage to their statutorily protected rights.
12 Accordingly, Plaintiffs and similarly Aggrieved Employees are entitled to recover from
13 Defendants the greater of their actual damages caused by Defendants' failure to comply with
14 Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000)
15 dollars per employee.

16 **H. Failure to Indemnify for Necessary Expenditures**

17 40. Labor Code § 2802(a) provides that employers shall indemnify his or her
18 employees for all necessary business expenditures or losses that have been incurred by the
19 employees in direct discharge of his or her duties. Throughout the statute of limitations period
20 applicable to this cause of action, Defendants wrongfully required Plaintiffs and the Aggrieved
21 Employees to pay expenses that they incurred in direct discharge of their duties for Defendants.
22 Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary business
23 expenses, such as work uniforms, equipment/tools needed for work, use of their personal cell
24 phones, and mileage, without reimbursement from Defendants. Plaintiffs and the Aggrieved
25 Employees incurred substantial expenses as a direct result of performing their job duties for
26 Defendants, but Defendants failed to indemnify Plaintiffs and the Aggrieved Employees for these
27 employment-related expenses.

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1 **FIRST CAUSE OF ACTION**

2 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
3 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

4 41. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as
5 though fully set forth herein.

6 42. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable IWC Orders.

8 43. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
10 law, any provision of this code that provides for a civil penalty to be assessed and collected by
11 the Labor and Workforce Development Agency or any of its departments, divisions,
12 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
13 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
14 herself and other current or former employees pursuant to the procedures specified in Section
15 2699.3.”

16 44. Plaintiffs have exhausted their administrative remedies pursuant to California
17 Labor Code § 2699.3. On September 29, 2021, they gave written notice by online filing to the
18 Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of
19 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and
20 current and former Aggrieved Employees, including the facts and theories to support the
21 violations. Plaintiffs also paid the filing fee on September 29, 2021. Plaintiffs’ PAGA case
22 number is LWDA-CM-846481-21 (*Nelson Chavira, et al. v. Mark III Construction, Inc.*).

23 45. The statute of limitations is tolled while a plaintiff exhausts his or her
24 administrative remedies with California’s LWDA prior to suit, which is required by the statute.
25 (*See* Labor Code § 2699.3(d).)

26 46. The statute of limitations is also tolled from April 6, 2020 to October 1, 2020
27 pursuant to Rule 9(a) of the Emergency Rules Related to COVID-19.

28 47. More than sixty-five (65) days has elapsed since Plaintiffs provided notice, but the

LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

48. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of the State of California and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

49. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiffs, on behalf of all similarly aggrieved employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, and failing to indemnify for necessary business expenditures;

2. An award of civil penalties on behalf of themselves and all similarly aggrieved employees pursuant to PAGA;

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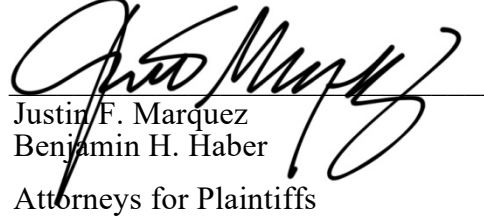
3. Pre-judgment and post-judgment interest at the maximum rate allowed;
4. Attorneys' fees and costs reasonably incurred;
5. Injunctive and declaratory relief to the extent allowed by PAGA; and,
6. Such other and further relief that the Court deems proper.

Respectfully submitted,

Dated: January 28, 2022

WILSHIRE LAW FIRM

By:


Justin F. Marquez
Benjamin H. Haber
Attorneys for Plaintiffs