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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

ELECTRONICALLY
FILED
*Superior Court of California,
County of San Francisco*

11/24/2021
Clerk of the Court
BY: LAURA SIMMONS
Deputy Clerk

CGC-21-596812

PALOMA ORTIZ CRUZ, on behalf of the State
of California and other aggrieved persons,

Plaintiff,

vs.

ALTUM SENIOR LIVING, LLC, a Delaware
entity; 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 Plaintiff Paloma Ortiz Cruz (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

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

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

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

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4. Plaintiff brings this action against Defendants seeking only to recover penalties on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for herself and all Aggrieved Employees as permitted by the PAGA.

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

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

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a resident of San Francisco County, California, who worked for Defendants in San Francisco, California from approximately May 2020 to approximately December 2020.

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1 **B. Defendants**

2 9. Plaintiff is informed and believes, and based upon that information and belief
3 alleges, that Defendant ALTUM SENIOR LIVING, LLC is, and at all times herein mentioned,
4 was:

5 (a) A business entity qualified to do business and actually conducting business
6 in numerous counties throughout the State of California, including in San
7 Francisco County; and,

8 (b) The former employer of Plaintiff, and the current and/or former employer of
9 the Aggrieved Employees because Defendant ALTUM SENIOR LIVING,
10 LLC suffered and permitted Plaintiff and the Aggrieved Employees to work,
11 and/or controlled their wages, hours, or working conditions.

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

18 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
19 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
20 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
21 California.

22 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
23 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
24 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
25 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
26 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
27 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
28 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise

1 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
2 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
3 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
4 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
5 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

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

7 13. Plaintiff Paloma Ortiz Cruz worked for Defendants in San Francisco, California
8 from approximately May 2020 to approximately December 2020. At all times, Defendants paid
9 Plaintiff an hourly wage and classified her as non-exempt from overtime.

10 14. Throughout Plaintiff's employment, Defendants committed numerous labor code
11 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
12 typical and illustrative.

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

15 15. Under California law, an employer must pay for all hours worked by an employee.
16 "Hours worked" is the time during which an employee is subject to the control of an employer,
17 and includes all the time the employee is suffered or permitted to work, whether or not required to
18 do so.

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

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

26 18. Throughout the statutory period, Defendants maintained a policy and practice of not
27 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
28 time, and overtime wages. For example, Defendants paid Plaintiff and the Aggrieved Employees

1 for only the hours they were scheduled to work, even though Plaintiff and the Aggrieved
2 Employees actually worked longer than their scheduled hours. During at least a portion of the
3 PAGA Period, Defendants did not allow Plaintiff and the Aggrieved Employees to clock in or
4 clock out, but relied on estimates of hours worked according to the schedules to compensate
5 Plaintiff and the Aggrieved Employees, even though the realities of Defendants' operations were
6 such that it was possible, practical, and feasible to count and pay for every minute of work
7 performed. Due to Defendants' timekeeping system, Plaintiff and the Aggrieved Employees were
8 frequently paid for less than all their work time. Some of this unpaid work should have been paid
9 at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
10 accurate records of the hours Plaintiff and the Aggrieved Employees worked.

11 19. Throughout the statutory period, Defendants maintained a policy and practice of not
12 paying Plaintiff and the Aggrieved Employees overtime wages when they worked more than 8
13 hours in a workday or more than 40 hours in a workweek. During at least a portion of the
14 Aggrieved Employees Period, Defendants failed to record the actual time worked by Plaintiff and
15 the Aggrieved Employees, and some of this time should have been paid at the overtime rate.

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

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

23 21. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
24 and the Aggrieved Employees with their legally mandated 30-minute, uninterrupted, and duty-free
25 meal period. Defendants sometimes required Plaintiff and the Aggrieved Employees to work in
26 excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free
27 meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved
28 Employees for meal periods that were not provided by the end of the fifth hour of work or tenth

1 hour of work. Defendants asserted control over Plaintiff and the Aggrieved Employees by
2 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
3 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the
4 Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and
5 practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance
6 with California law.

7 22. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
8 additional wages for each workday he or she was not provided with all required meal period(s).
9 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
10 wages to which they were entitled for meal periods that were not provided.

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

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

17 24. Throughout the statutory period, Defendants wrongfully failed to authorize and
18 permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants
19 regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive
20 hours a day without Defendants authorizing and permitting them to take a 10-minute,
21 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
22 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
23 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
24 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
25 could not be completed without working in lieu of taking mandatory rest periods, or by denying
26 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
27 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
28 rest periods in compliance with California law.

1 25. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
2 additional wages for each workday he or she was not authorized and permitted to take all required
3 rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
4 the additional wages to which they were entitled for rest periods and that they were not authorized
5 and permitted to take.

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

7 26. Based on Defendants' failure to pay Plaintiff and the Aggrieved Employees for all
8 wages as discussed above, Defendants also violated Labor Code § 204.

9 27. Labor Code § 204 requires employers to pay employees all earned wages two times
10 per month. Throughout the statutory period, employees were entitled to be paid twice a month at
11 their regular rates, including all meal period premium wages owed, rest period premium wages
12 owed, and wages owed for overtime hours worked. However, during all such times, Defendants
13 systematically failed and refused to pay the employees all wages due, and failed to pay those wages
14 twice a month, in that employees were not paid all wages for all meal periods not provided by
15 Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all
16 wages for all hours worked. As a result, Defendants owe employees the legally required wages
17 not paid, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

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

19 28. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to
20 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
21 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
22 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
23 keep time records showing when the employee begins and ends each work period. Meal periods
24 and total hours worked daily shall also be recorded

25 29. Defendants, however, failed to maintain accurate records of hours worked and all
26 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

27 30. Defendants' failure to provide and maintain records required by the California
28 Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to

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

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

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

19 32. Throughout the statutory period, the employment of Plaintiff and many other
20 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
21 employment of others will be terminated. However, during the relevant time period, Defendants
22 failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without
23 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
24 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
25 unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime
26 wages), missed meal period premium wages, and missed rest period premium wages.

27 33. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
28 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201

1 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
2 at the same rate until paid or until an action is commenced; but the wages shall not continue for
3 more than thirty (30) days.

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

7 **G. Failure to Furnish Accurate Itemized Wage Statements**

8 35. Labor Code § 226(a) provides that every employer shall furnish each of his or her
9 employees an accurate itemized wage statement in writing showing nine pieces of information,
10 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
11 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
12 deductions, provided that all deductions made on written orders of the employee may be aggregated
13 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
14 employee is paid, (7) the name of the employee and the last four digits of his or her social security
15 number or an employee identification number other than a social security number, (8) the name
16 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
17 during the pay period and the corresponding number of hours worked at each hourly rate by the
18 employee. An employee is presumed to suffer an injury if this information is missing. (Labor
19 Code § 226(e)(2)(B)(iii).)

20 36. The statute further provides: “An employee suffering injury as a result of a knowing
21 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
22 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
24 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
25 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

26 37. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
27 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
28 and all gross and net wages earned (including correct hours worked, correct wages for meal periods

1 that were not provided in accordance with California law, and correct wages for rest periods that
2 were not authorized and permitted to take in accordance with California law).

3 38. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
4 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff
5 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
6 actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate
7 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

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

9 39. Labor Code § 2802(a) provides that employers shall indemnify his or her employees
10 for all necessary business expenditures or losses that have been incurred by the employees in direct
11 discharge of his or her duties. Throughout the statutory period, Defendants wrongfully required
12 Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
13 their duties for Defendants. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket
14 for necessary employment-related expenses in the form of work attire. Plaintiff and the Aggrieved
15 Employees incurred substantial expenses as a direct result of performing their job duties for
16 Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees for these
17 employment-related expenses.

18 **FIRST CAUSE OF ACTION**

19 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
20 **2004, Cal. Lab. Code § 2698 et seq.)**

21 40. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
22 fully set forth herein.

23 41. At all times herein mentioned, Defendants were subject to the Labor Code of the
24 State of California and the applicable IWC Orders.

25 42. California Labor Code § 2699(a) specifically provides for a private right of action
26 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law,
27 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
28 and Workforce Development Agency or any of its departments, divisions, commissions, boards,

1 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
2 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
3 former employees pursuant to the procedures specified in Section 2699.3.”

4 43. Plaintiff has exhausted her administrative remedies pursuant to California Labor
5 Code § 2699.3. On September 14, 2021, she gave written notice by online filing to the Labor and
6 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
7 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
8 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
9 the filing fee on September 14, 2021. Plaintiff’s PAGA case number is LWDA-CM-844625-21
10 (*Paloma Ortiz Cruz v. Altum Senior Living, LLC*).

11 44. The statute of limitations is tolled while a plaintiff exhausts her administrative
12 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code
13 § 2699.3(d).)

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

16 46. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the
17 LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed
18 in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor
19 Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint.
20 These penalties include, but are not limited to, penalties under California Labor Code §§ 210,
21 226.3, 1174.5, 1197.1, and 2699(f)(2).

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

26 48. In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs pursuant
27 to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be
28 entitled to an award of reasonable attorney’s fees and costs.”

1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
3 against Defendants, jointly and severally, as follows:

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

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

12 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

13 4. Attorneys' fees and costs reasonably incurred;

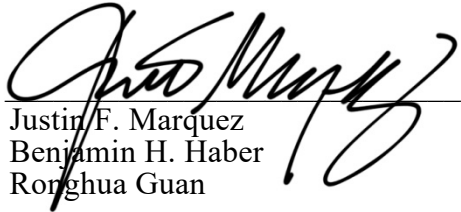
14 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

15 6. Such other and further relief that the Court deems proper.
16

17 Respectfully submitted,

18 Dated: November 24, 2021

WILSHIRE LAW FIRM

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20 By: 

Justin F. Marquez
Benjamin H. Haber
Ronghua Guan

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22 Attorneys for Plaintiff Paloma Ortiz Cruz
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