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

AUG 04 2022

BY Jasmine Bolanos
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Attorneys for Plaintiff ROMAN LANDERO,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ROMAN LANDERO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

HARDY & HARPER, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **CIV SB 22 16 782**

PAGA ACTION

**PLAINTIFF ROMAN LANDERO'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTION 2698, et seq.**

COME NOW Plaintiff ROMAN LANDERO ("Plaintiff"), who alleges and complains
against Defendants HARDY & HARPER, INC. and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq.
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly, non-
exempt employees, in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendant's failure to pay wages for all
hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure

1 to authorize or permit all legally required and/or compliant meal periods or pay meal period
2 premium wages; failure to authorize or permit all legally required and compliant rest periods or
3 pay rest period premium wages; indemnification for all necessary expenditures or losses incurred
4 by employees in direct consequence of discharging their duties; statutory penalties for failure to
5 timely pay earned wages during employment; statutory penalties for failure to provide accurate
6 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
7 timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
8 representative basis, following notice to the Labor and Workforce Development Agency, civil
9 penalties, reasonable attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought
10 on behalf of Plaintiff, the State of California, and others aggrieved.

11 2. In response to the COVID-19 pandemic, the Judicial Council of California
12 enacted Emergency Rule 9 to the California Rules of Court, which provided that,
13 notwithstanding any other law, the statutes of limitations and repose for civil causes of action
14 that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.

15 **II. JURISDICTION AND VENUE**

16 3. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
20 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to San Bernardino County, at 15122 Ceres Ave., Fontana, CA
24 92335.

25 **III. PARTIES**

26 4. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of himself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who worked, work, or will
2 work for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as non-exempt hourly employees in California. At all times mentioned herein, the
4 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
5 employed by Defendants in an hourly position at Defendants' location in San Bernardino from
6 approximately January 2017 until his termination on or about October 22, 2021.

7 5. Plaintiff is informed and believes and thereon alleges that Defendant HARDY &
8 HARPER, INC. is authorized to do business within the State of California and is doing business in
9 the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
10 were persons acting on behalf of Defendant HARDY & HARPER, INC. in the establishment of,
11 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
12 HARDY & HARPER, INC. operates in San Bernardino County and employed Plaintiff and
13 aggrieved employees in San Bernardino County, including but not limited to, at 15122 Ceres Ave.,
14 Fontana, CA 92335.

15 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
16 through 50 are corporations or are other business entities or organizations of a nature unknown to
17 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
18 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
19 working conditions of employment of Plaintiff and aggrieved employees.

20 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
21 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
22 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
23 supervisor, independent contractor and/or employee of each defendant who violated or caused to
24 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
25 the Industrial Welfare Commission's wage orders regulating hours and days of work.

26 Plaintiff is informed and believes and thereon alleges that Defendants DOES 1 through 100 Plaintiff

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
2 named defendants is in some manner responsible for the events and allegations set forth in this
3 complaint.

4 9. Plaintiff makes the allegations in this complaint without any admission that, as to
5 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
6 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

9 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

10 **(Against all Defendants)**

11 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12 11. During the period beginning one-year period preceding the sending of the initial
13 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204,
14 226, 226.7, 510, 512, 1194, 1197, 1198, and the IWC Wage Orders.

15 12. Specifically, Defendants have committed the following violations of California
16 Labor Code:

17 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under control of the employer and all time the
21 employee is suffered and permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services which inure to the benefit of the employer.

23 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
24 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
25 Wage Orders.

26 15. In this case, Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
28 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
2 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
3 not limited to:

4 (a) "Rounding" down or "shaving" Plaintiff's and other current and former aggrieved,
5 California-based, hourly non-exempt employees' total daily hours at the time of their clock-in and
6 clock-out to the nearest quarter of an hour, to the benefit of Defendants; and

7 (b) Automatically deducting thirty-minutes (30) from Plaintiff's and other current and
8 former aggrieved, California-based, hourly non-exempt employees' daily hours worked and
9 attributing that time to a meal break period, although Defendants routinely failed to provide
10 employees with meal breaks.

11 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
12 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
13 control without paying wages for that time. This resulted in Plaintiff and other current and former
14 aggrieved California-based hourly non-exempt employees working time for which they were not
15 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
16 Wage Order.

17 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under control of the employer and all time the
21 employee is suffered and permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services that inure to the benefit of the employer.'

23 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
24 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
25 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

26 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
27 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
28 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
(12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

19. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) Rounding" down or "shaving" Plaintiff's and other current and former aggrieved, California-based, hourly non-exempt employees' total daily hours at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants; and

(b) Automatically deducting thirty-minutes (30) from Plaintiff's and other current and former aggrieved, California-based, hourly non-exempt employees' daily hours worked and attributing that time to a meal break period, although Defendants routinely failed to provide employees with meal breaks.

20. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

21. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

22. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker*

1 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
2 employee for a work period of more than ten (10) hours per day without providing the employee
3 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
4 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
5 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
6 period is only permitted when: (1) the nature of the work prevents an employee from being
7 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

8 23. If an employer fails to provide an employee a meal period in accordance with the
9 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
10 for each workday that a legally required and compliant meal period was not provided. Labor Code
11 section 226.7; Wage Orders at §11.

12 24. In this case, Defendants failed to authorize or permit legally required and compliant
13 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
14 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
15 limited to:

16 (a) Automatically deducting thirty-minutes (30) from Plaintiff's and other current and
17 former aggrieved, California-based, hourly non-exempt employees' daily hours worked and
18 attributing that time to a meal break period, although Defendants routinely failed to provide them
19 meal breaks;

20 (b) Failing to provide Plaintiff and other current and former aggrieved, California-
21 based, hourly non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal
22 periods; and

23 (c) Failing to provide Plaintiff and other current and former aggrieved, California-
24 based, hourly non-exempt employees a second uninterrupted duty-free meal period of no less than
25 thirty (30) minutes for each five-hour period of work as required by law.

26 25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
28 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each

1 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
2 employees did not receive legally required and compliant meal periods, in violation of Labor Code
3 section 226.7.

4 26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees not
6 receiving wages to compensate them for workdays during which Defendants did not provide them
7 with meal periods in compliance with California law.

8 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
9 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
10 current and former aggrieved California-based hourly non-exempt employees regularly worked
11 shifts of more than three-and-a-half (3.5) hours.

12 28. California law requires every employer to authorize and permit an employee a rest
13 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
14 Code section 226.7; Wage Order 9 at §12. Under California law, "[e]mployees are entitled to 10
15 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
16 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
17 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
18 section 226.7; Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of
19 each work period. Wage Order 9 at §12. Additionally, the rest period requirement "obligates
20 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*
21 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
22 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

23 29. If the employer fails to authorize or permit a required rest period, the employer
24 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
25 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
26 Wage Order 9 at § 12.

27 30. In this case, Defendants failed to authorize or permit all legally required and
28 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
2 limited to:

3 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved,
4 California-based, hourly non-exempt employees a third uninterrupted duty-free rest period of no
5 less than net 10-minute for work shifts over 10-hours as required by law.

6 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
7 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
8 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
9 workday they did not receive legally required and compliant rest periods, , in violation of Labor
10 Code section 226.7.

11 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
12 and other current and former aggrieved California-based hourly non-exempt employees not
13 receiving wages to compensate them for workdays in which Defendants did not provide them with
14 rest periods in compliance with California law.

15 33. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
16 **Employment:** California law requires that every employer must indemnify its employees for all
17 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
18 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
19 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
20 2802.)

21 34. Defendants have violated Labor Code Section 2802 by failing to indemnify
22 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
23 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
24 maintained a policy, practice, and/or procedure whereby, requiring Employee and other current
25 and former aggrieved, California-based, hourly non-exempt employees to use and/or purchase
26 their own tools in order to work for Employers, including but not limited to a cell phone
27 (including both telephone use and cellular data use) for work-related purposes - without
28 reimbursing Employee and other current and former aggrieved, California-based, hourly non-

1 exempt employees for such use.

2 35. Moreover, Defendants employed policies and procedures which ensured Plaintiff
3 and aggrieved employees would not receive indemnification for their employment related
4 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
5 indemnification in compliance with California law.

6 36. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
7 employment related expenses, including but not limited to costs related to use of their personal
8 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

9 37. **Failure to timely pay earned wages during employment:** In California, wages
10 must be paid at least twice during each calendar month on days designated in advance by the
11 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
12 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
13 16th and the 26th day of that month and wages earned between the 16th and the last day,
14 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
15 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
16 paid within seven (7) calendar days following the close of the payroll period in which wages were
17 earned. Labor Code section 204(d).

18 38. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
19 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
20 exempt employees' earned wages (including minimum wages, overtime wages, meal period
21 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
22 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
23 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
24 their earned wages within the applicable time frames outlined in Labor Code section 204.

25 39. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
27 employee his or her wages, the employer must "furnish each of his or her employees ... an
28 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the

1 employee, except for any employee whose compensation is solely based on a salary and who is
2 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
3 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
4 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
5 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
6 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
7 name of the employee and his or her social security number, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee.”

10 40. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
13 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
14 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
15 section 226.

16 41. **Failure to pay employees all wages due at time of termination/resignation:** An
17 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
18 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
19 hours of resignation (Labor Code section 202).

20 42. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
21 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
22 all their earned wages (including minimum wages, overtime, meal period premium wages, and/or
23 rest period premium wages), Defendants failed to pay those employees timely after each
24 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

25 43. Defendants’ violations of the Wage Orders constituted violations of Labor Code
26 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

27 44. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
28 employee, on behalf of himself or herself and other current or former employees, to bring a civil

1 action to recover civil penalties against all Defendants pursuant to the procedures specified in
2 Labor Code section 2699.3.

3 45. Plaintiff has complied with the procedures for bringing suit specified in Labor
4 Code section 2699.3. On March 17, 2022, Plaintiff filed notice with LWDA and provided notice to
5 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
6 alleged to have been violated, including the facts and theories to support the violations alleged.

7 46. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
8 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
9 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
10 parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate
11 Plaintiff's claims.

12 47. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
13 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
14 512, 1194, 1197, 1198, and 2802, during the Civil Penalty Period in the following amounts:

15 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512,
16 and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

19 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
20 for each employee for each pay period for the initial violation, and for each subsequent violation,

21 one thousand dollars (\$1000) for each aggrieved employee for each pay period [penalty amounts

1 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
2 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

3 48. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
4 reasonable attorney's fees and costs in connection with his claims for civil penalties

5 **PRAYER FOR RELIEF**

6 **WHEREFORE, PLAINTIFF, ON HIS BEHALF AND ON OTHER AGGRIEVED**
7 **PRAYS AS FOLLOWS:**

8 **ON THE FIRST CAUSE OF ACTION:**

9 1. That the Defendants be found to have violated the provisions of the Labor Code
10 and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

11 2. For any and all legally applicable penalties during the relevant statute of limitations
12 subject to any permissible tolling, including but not limited to that recoverable under California
13 Labor Code, including but not limited to sections 2699(f).

14 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
15 under California Labor Code section 2699(g); and,

16 4. For such and other further relief, in law and/or equity, as the Court deems just or
17 appropriate

18 Dated: August 4, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

19
20 By:



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