

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU****CAMRAN REZAPOURIAN AND
DESTINEE SIMPSON, individually and on
behalf of all others similarly situated,****Plaintiffs,****v.****THIRD BRIDGE (US) INC.,****Defendant.**

Index No. _____

**CLASS AND COLLECTIVE
ACTION COMPLAINT**

Plaintiffs Camran Rezapourian and Destinee Simpson, individually and on behalf of all others similarly situated, by their attorneys, Werman Salas P.C., upon personal knowledge as to themselves and upon information and belief as to other matters, allege as follows:

NATURE OF THE ACTION

1. This is a putative class and collective action in which Plaintiffs seek recovery of unpaid wages on behalf of current and former individuals employed by Third Bridge (US) Inc. (“Third Bridge” or “Defendant”) as salaried Analysts, Associates, and/or Client Associates (collectively, “Associates”).

2. Plaintiffs’ claims against Defendant arise under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, for Defendant’s failure to pay Plaintiffs and other similarly situated employees overtime wages. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Associates who worked for Third Bridge and who elect to opt in to this action pursuant to the FLSA and, specifically, its collective action provision, 29 U.S.C. § 216(b), for unpaid overtime wages.

3. Plaintiff Simpson also brings claims against Defendant under New York state law,

New York Labor Law, Article 19, §§ 650 et seq., Article 6 §§ 190 et seq. (“NYLL”), for Defendant’s failure to pay Plaintiff Simpson and other similarly situated employees overtime wages, as well as for failure to provide Plaintiff Simpson and other New York Associates with statutorily required wage notices and wage statements, and related penalties.

4. Plaintiff Rezapourian also brings claims against Defendant under California state law, California Labor Code § 510(a) and California Wage Order No. 4-2001, for Defendant’s failure to pay Plaintiff Rezapourian and other California Associates overtime pay at one-and-one-half times their regular rate when they work more than 40 hours in a week or 8 hours in a day.

5. Defendant also failed to provide Plaintiff Rezapourian and other California Associates with meal and rest break periods, as required by the California Labor Code, and failed to pay Plaintiff Rezapourian and other California Associates who separated from the company their owed overtime at the time of their separation, pursuant to Sections 201-203 of the California Labor Code.

6. Defendant’s failure to pay Associates their owed overtime wages, failure to provide meal and rest breaks, and failure to pay owed overtime wages at the time of employees’ separation resulted in a cost savings to Defendant and gave Defendant an unlawful and unfair business advantage in violation of the Unfair Competition Law (“UCL”), California Business and Professions Code § 17200, et seq.

THE PARTIES

Plaintiffs

Destinee Simpson

7. Simpson is a resident of New York.

8. Simpson was employed by Third Bridge as an Analyst from approximately December 2019 to January 2020 and as an Associate from approximately January 2020 to April 2021 in New York.

9. Pursuant to Third Bridge's policy and pattern or practice, Third Bridge did not pay Simpson overtime for hours worked over 40 in a workweek even though she regularly worked more than 40 hours in a workweek.

10. At all relevant times, Simpson was a covered employee within the meaning of the FLSA and the NYLL.

11. A written consent form for Simpson is attached as Exhibit A.

Camran Rezapourian

12. Rezapourian is a resident of Chicago, Illinois.

13. Rezapourian was employed by Third Bridge as an Associate from approximately January 2020 to June 2020 and as a Client Associate from approximately July 2020 to October 2020 in California.

14. Pursuant to Third Bridge's policy and pattern or practice, Third Bridge did not pay Rezapourian overtime for hours worked over 40 in a workweek, eight hours in a workday, or 12 hours in a workday, even though he regularly worked more than 40 hours in a workweek, eight hours in a workday, or 12 hours in a workday.

15. At all relevant times, Rezapourian was a covered employee within the meaning of the FLSA and California State Law.

16. A written consent form for Rezapourian is attached as Exhibit A.

Defendant**Third Bridge (US) Inc.**

17. Third Bridge is a corporation organized and existing under the laws of the State of New York.

18. Throughout the relevant period, Third Bridge employed Plaintiffs and similarly situated employees within the meaning of the FLSA, NYLL, and California state law.

19. Third Bridge is a covered employer within the meaning of the FLSA, NYLL, and California state law and, at all times relevant, employed Plaintiffs and similarly situated employees.

20. Third Bridge applied the same employment policies, practices, and procedures to all Associates.

21. Upon information and belief, at all times relevant, Third Bridge's annual gross volume of sales made or business done was not less than \$500,000.

JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction pursuant to NYLL, Article 19, §§ 650 et seq., 29 U.S.C. § 216(b), and New York Civil Practice Law and Rule § 301.

23. Defendant is subject to personal jurisdiction in New York.

24. Venue is proper in this county pursuant to CPLR § 501.

COLLECTIVE ACTIONS ALLEGATIONS

25. Plaintiffs bring the First Cause of Action on behalf of themselves and all similarly situated persons who have worked as Associates for Third Bridge from August 27, 2018 through the date of final disposition and who elect to opt in to this action pursuant to 29 U.S.C. § 216(b)

(the “FLSA Collective”).¹

26. Plaintiffs and the members of the FLSA Collective were not paid overtime compensation for hours worked above 40 hours in a workweek.

27. Defendant was aware of all of the work that Plaintiffs and the FLSA Collective performed.

28. Defendant has willfully engaged in a pattern, practice, and/or policy of violating the FLSA with respect to Plaintiffs and the members of the FLSA Collective. This policy and pattern or practice includes, but is not limited to, willfully failing to pay Associates, including Plaintiffs and the members of the FLSA Collective, overtime compensation for hours worked above 40 hours in a workweek.

29. Defendant is aware or should have been aware that the FLSA required it to pay Plaintiffs and the members of the FLSA Collective overtime compensation for hours worked above 40 hours in a workweek.

30. Defendant is liable under the FLSA for, *inter alia*, failing to compensate Plaintiffs and the members of the FLSA Collective for overtime hours worked. Upon information and belief, the FLSA Collective consists of similarly situated individuals who have been underpaid by Defendant in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of the lawsuit and the opportunity to join the lawsuit. Those similarly situated collective members are known to Defendant, are readily identifiable, and can be located through Defendant’s records. Notice should be sent to the members of the FLSA Collective pursuant to 29 U.S.C. § 216(b).

¹ The parties entered into a tolling agreement effective August 27, 2021.

CLASS ACTION ALLEGATIONS UNDER STATE WAGE LAWS

31. Pursuant to Article 9 of the New York Civil Practice Law and Rule, Plaintiff Simpson brings this action on behalf of herself and other current and former employees in the state of New York. The class Plaintiff Simpson seeks to represent is defined as:

All individuals employed by Defendant as Analysts, Associates, and/or Client Associates, or in other positions with similar job duties, in the state of New York from August 27, 2015 through the date of final disposition and who were paid on a salary basis and classified as exempt from overtime (the “New York Class”).

32. Plaintiff Rezapourian brings this action on behalf of himself and other current and former employees in the state of California. The class Plaintiff Rezapourian seeks to represent is defined as:

All individuals employed by Defendant as Analysts, Associates, and/or Client Associates, or in other positions with similar job duties, in the state of California from August 27, 2017 through the date of final disposition and who were paid on a salary basis and classified as exempt from overtime (the “California Class”).

33. The New York Class and California Class are collectively referred to as the “State Law Classes.”

34. The members of the State Law Classes are readily ascertainable.

35. The proposed State Law Classes are so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court. Upon information and belief, there are more than 200 members of the State Law Classes.

36. Plaintiffs’ respective state law claims are typical of those claims which could be alleged by any member of the State Law Classes, and the relief sought is typical of the relief which would be sought by each member of the State Law Classes in separate actions. All members of the State Law Classes were subject to the same corporate practices of Defendant, as

alleged herein, and sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

37. Plaintiffs are able to fairly and adequately protect the interests of the State Law Classes and have no interests antagonistic to the State Law Classes. Plaintiffs are represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented plaintiffs in wage and hour cases.

38. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual members of the State Law Classes lack the financial resources to vigorously prosecute a lawsuit against a corporate defendant. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries and damages suffered by each of the individual members of the State Law Classes are small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual members of the State Law Classes to redress the wrongs done to them. On the other hand, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the State Law Classes would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the State Law Classes, establishing incompatible standards of conduct for Defendant and resulting in the impairment of members'

State Law Classes rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

39. There are questions of law and fact common to the State Law Classes which predominate over any questions affecting only individual members of the State Law Classes, including:

- a. whether Defendant violated the NYLL, Article 6 or 19, and the supporting New York State Department of Labor regulations;
- b. whether Defendant compensated Plaintiff Simpson and the New York Class at least one-and-a-half times their regular rate for hours worked in excess of 40 in a workweek;
- c. whether Defendant misclassified Plaintiffs and the State Law Classes;
- d. whether Defendant failed to furnish Plaintiff Simpson and the New York Class with an accurate statement of wages;
- e. whether Defendant provided Plaintiff Simpson and the New York Class with wage notices at the time of hire;
- f. whether Defendant's misclassification of Associates was willful;
- g. whether Defendant failed to provide the California Class with meal and rest breaks;
- h. whether Defendant failed to provide the California Class with all owed compensation, including overtime wages, at the time of their separation from employment; and
- i. whether Defendant engaged in unlawful, unfair, and/or deceptive business practices in violation of the California Business & Professions Code § 17200, et seq.

40. This action is properly maintainable as a class action under Article 9 of the New

York Civil Practice Law and Rules.

COMMON FACTUAL ALLEGATIONS

41. Throughout their employment, Third Bridge uniformly classified Plaintiffs and the members of the FLSA Collective and State Law Classes as exempt from overtime.

42. Plaintiffs and the members of the FLSA Collective and State Law Classes consistently worked more than 40 hours per week but were not paid for hours worked in excess of 40 in a workweek.

43. Defendant was aware that Plaintiffs and members of the FLSA Collective and State Law Classes worked more than 40 hours per workweek, yet Defendant failed to pay them overtime compensation for their hours worked over 40 in a workweek.

44. Defendant failed to furnish Plaintiff Simpson and the New York Class with an accurate statement of wages.

45. Defendant failed to provide Plaintiff Simpson and the New York Class with wage notices at the time of hire.

46. Defendant failed to provide Plaintiff Rezapourian and the California Class with meal and rest breaks.

47. Defendant failed to provide Plaintiff Rezapourian and the California Class with all owed compensation, including overtime wages, at the time of their separation from employment.

FIRST CAUSE OF ACTION

**Fair Labor Standards Act – Overtime Wages
(Brought on behalf of Plaintiffs and the FLSA Collective)**

48. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

49. Defendant engaged in a widespread pattern and practice of violating the FLSA, as described in this Collective and Class Action Complaint.

50. Plaintiffs have consented in writing to be a party to this action, pursuant to 29 U.S.C. § 216(b).

51. At all relevant times, Plaintiffs and the FLSA Collective were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

52. At all relevant times, Defendant employed Plaintiffs and members of the FLSA Collective.

53. The overtime wage provisions set forth in the FLSA, 29 U.S.C. §§ 201, et seq., apply to Defendant.

54. At all relevant times, Defendant has been an employer engaged in commerce and/or the production of goods for commerce within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

55. At all times relevant, Plaintiffs and the FLSA Collective were employees within the meaning of the FLSA, 29 U.S.C. §§ 203(e) and 207(a).

56. Defendant has failed to pay Plaintiffs and the FLSA Collective the proper amount of overtime wages to which they are entitled under the FLSA.

57. Defendant's violations of the FLSA, as described in this Collective and Class Action Complaint, were willful and intentional.

58. Because Defendant's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

59. As a result of Defendant's willful violations of the FLSA, Plaintiffs and the FLSA

Collective have suffered damages by being denied the proper amount of overtime wages in accordance with 29 U.S.C. §§ 201, et seq.

60. As a result of Defendant's unlawful acts, Plaintiffs and the FLSA Collective have been deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recover such amounts, liquidated damages, pre-judgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION
New York Labor Law – Overtime Wages
(Brought on behalf of Plaintiff Simpson and the New York Class)

61. Plaintiff Simpson realleges and incorporates by reference all allegations in all preceding paragraphs.

62. At all relevant times, Defendant was Plaintiff Simpson's and the New York Class members' "employer" as defined by the NYLL § 651.

63. At all relevant times, Plaintiff Simpson and the New York Class were Defendant's "employees" as defined by the NYLL § 651.

64. Defendant failed to pay Plaintiff Simpson and the New York Class members overtime compensation to which they are entitled under the NYLL and supporting regulations.

65. Defendant's violations of the NYLL as described herein have been willful and intentional.

66. Due to Defendant's violation of the NYLL, Plaintiff Simpson and the New York Class are entitled to recover from Defendant unpaid overtime wages, reasonable attorneys' fees and costs, as provided for by the NYLL, and pre-judgment and post-judgment interest.

THIRD CAUSE OF ACTION**New York Labor Law – Failure to Provide Wage Notices
(Brought on behalf of Plaintiff Simpson and the New York Class)**

67. Plaintiff Simpson realleges and incorporates by reference all allegations in all preceding paragraphs.

68. Defendant willfully failed to supply Plaintiff Simpson and the New York Class members with wage notices at the time of their hire, as required by the NYLL, Article 6, § 195(1).

69. Through their knowing or intentional failure to provide Plaintiff Simpson and the New York Class members with the wage notices required by the NYLL, Defendant willfully violated NYLL, Article 6, §§ 190, *et seq.*, and the supporting New York State Department of Labor Regulations.

70. Pursuant to NYLL § 198(1-b), for each week after hire that Defendant failed to provide the statutorily required wage notice to Plaintiff Simpson and the New York Class members, they are liable for \$50.00 per workday that the violation occurred, up to a maximum of \$5,000 per employee, plus attorney's fees and costs.

FOURTH CAUSE OF ACTION**New York Labor Law – Failure to Provide Accurate Wage Statements
(Brought on behalf of Plaintiff Simpson and the New York Class)**

71. Plaintiff Simpson, on behalf of herself and the New York Class, allege and incorporate by reference the allegations in the preceding paragraphs.

72. Defendant willfully failed to supply Plaintiff Simpson and the New York Class members with accurate statements of wages as required by the NYLL, Article 6, § 195(3), containing, among other things, rates of pay and actual hours worked.

73. Through their knowing or intentional failure to provide Plaintiff Simpson and the New York Class members with the accurate wage statements required by the NYLL, Defendant willfully violated NYLL, Article 6, §§ 190, *et seq.*, and the supporting New York State Department of

Labor Regulations.

74. Pursuant to NYLL § 198(1-d), for each week after hire that Defendant failed to provide the statutorily required wage statement to Plaintiff Simpson and the New York Class members, they are liable for \$250 per workday that the violation occurred, up to a maximum of \$5,000 per employee, plus attorney's fees and costs.

FIFTH CAUSE OF ACTION

**California Labor Code §§ 510, 1194; Cal. Wage Order No. 4-2001
- Failure to Pay Overtime Wages
(Brought on behalf of Plaintiff Rezapourian and the California Class)**

75. Plaintiff Rezapourian, on behalf of Rezapourian and the California Class, allege and incorporate by reference the allegations in the preceding paragraphs.

76. California law requires employers, such as Defendant, to pay overtime compensation to all nonexempt employees for all hours worked over 40 per week or over eight hours per day. Cal. Labor Code § 510(a); Wage Order No. 4-2001, § 3(A).

77. Under California law, Plaintiff Rezapourian and the California Class Members were nonexempt employees entitled to overtime compensation for all overtime hours worked.

78. At all relevant times, Plaintiff Rezapourian and the California Class Members worked in excess of eight hours per day and/or 40 hours per work week.

79. At all relevant times, Defendant misclassified Plaintiff Rezapourian and the California Class Members as exempt from the overtime requirements of California law and failed to pay them overtime premium pay for their overtime hours worked.

80. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff Rezapourian and the California Class Members have sustained damages, including the loss of earnings for overtime hours worked on behalf of Defendant in an amount to be established at trial, as well as pre-judgment interest, costs, and attorneys' fees. Cal. Labor Code § 1194(a).

SIXTH CAUSE OF ACTION**Meal and Rest Break Violations - California Labor Code §§ 218.5, 226.7, 512; Cal. Wage Order No. 4-2001****(Brought on behalf of Plaintiff Rezapourian and the California Class)**

81. Plaintiff Rezapourian, on behalf of Rezapourian and the California Class, allege and incorporate by reference the allegations in the preceding paragraphs.

82. During the relevant time period, Plaintiff Rezapourian and the California Class Members regularly worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, as well as ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by Cal. Labor Code §§ 226.7 and 512 and Wage Order No 4-2011, § 11(a).

83. In addition, Defendant regularly required Plaintiff Rezapourian and California Class Members to work shifts lasting longer than three-and-one-half hours but failed to provide them with at least one ten-minute rest break, during which they were relieved of all duty, per four hours of work performed or major fraction thereof, as required by Cal. Labor Code § 226.7 and Wage Order No. 4-2001, § 12.

84. As a result of Defendant's failure to provide proper meal periods, Defendant is liable to Plaintiff Rezapourian and the California Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Cal. Labor Code § 226.7(b) and Wage Order No. 4-2001, § 11(b).

85. As a result of Defendant's failure to provide proper rest periods, Defendant is liable to Plaintiff Rezapourian and the California Class Members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Cal. Labor Code § 226.7(b) and Wage Order No. 4-2001, § 12(b).

86. Defendant is also liable for Plaintiff Rezapourian and the California Class

Members' attorneys' fees and costs pursuant to Cal. Labor Code § 218.5(a).

SEVENTH CAUSE OF ACTION

**Failure to Pay Timely Wages During Employment and Upon Separation - California Labor
Code §§ 201 – 203
(Brought on behalf of Plaintiff Rezapourian and the California Class)**

87. Plaintiff Rezapourian, on behalf of Rezapourian and the California Class, allege and incorporate by reference the allegations in the preceding paragraphs.

88. California Labor Code §§ 201 and 202 require Defendant to pay its employees all wages due within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of 30 days of wages.

89. Plaintiff Rezapourian and the California Class Members who ceased employment with Defendant is entitled to unpaid compensation, but to date have not received such compensation.

90. More than 30 days have passed since Plaintiff Rezapourian and certain California Class Members' employment with Defendant ended.

91. As a consequence of Defendant's willful failure to pay owed compensation for all hours worked, Plaintiff Rezapourian and the California Class Members whose employment with Defendant has ended are entitled to 30 days' wages under Cal. Labor Code § 203, together with interest, attorneys' fees and costs.

EIGHTH CAUSE OF ACTION

**Unlawful, Unfair, and/or Deceptive Business Practices - California Business & Professions
Code §§ 17200, *et seq.*
(Brought on behalf of Plaintiff Rezapourian and the California Class)**

92. Plaintiff Rezapourian, on behalf of Rezapourian and the California Class, allege

and incorporate by reference the allegations in the preceding paragraphs.

93. The conduct alleged in the paragraphs above violates the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.* Section 17200 of the Cal. Bus. & Prof. Code prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

94. Within the four years prior to the filing of this action, Defendant committed acts of unfair competition, as defined by the UCL, by engaging in the practices described herein. Defendant’s conduct has injured Plaintiff Rezapourian and the California Class Members by wrongfully denying them earned wages and has therefore been substantially injurious to Plaintiff Rezapourian and the California Class Members.

95. Defendant engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws:

- a. The Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*;
- b. California Labor Code §§ 510, 1194;
- c. California Labor Code §§ 218.5, 226.7, 512; and
- d. California Labor Code §§ 201, 202, 203.

96. Each of these violations constitutes an independent and separate violation of the UCL.

97. Defendant’s conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

98. The unlawful and unfair business practices and acts of Defendant, described above, have injured Plaintiff Rezapourian and the California Class Members by wrongfully denying them payment of earned overtime wages, wrongfully denying them meal and rest breaks, and wrongfully denying them payment of all wages upon separation from employment.

99. Plaintiff Rezapourian, on behalf of Rezapourian and the Class Members, seek restitution in the amount of the respective unpaid wages earned and due at a rate of at least one-and-one-half times the regular rate of pay for work performed in excess of 40 hours per work week or eight hours per day.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other similarly situated persons, seek the following relief:

A. That, at the earliest possible time, Plaintiffs be allowed to give notice of this collective action, or that the Court issue such notice, to all members of the FLSA Collective. Such notice should inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit, among other things;

C. Certification of this action as a class action on behalf of the Class Members;

D. Designation of Plaintiffs as Representatives of the Class Members;

E. Designation of Plaintiffs' Counsel of record as Class Counsel;

F. A declaratory judgment that the practices complained of herein are unlawful under applicable state law;

G. Appropriate statutory penalties;

H. Appropriate civil penalties;

I. An award of damages, liquidated damages, and restitution to be paid by Defendant according to proof;

J. Pre-judgment and post-judgment interest, as provided by law;

K. Appropriate injunctive and equitable relief; and

L. Attorneys' fees and costs, including expert fees and costs.

- M. Pre-judgment interest and post-judgment interest as provided by law;
- N. Attorneys' fees and costs of the action;
- O. A reasonable service award for the named Plaintiffs to compensate them for the time spent attempting to recover wages for the FLSA Collective and for the risks they took in doing so; and
- P. Such other injunctive and equitable relief as this Court shall deem just and proper.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

Dated: March 25, 2022

Respectfully submitted,

/s/ Sally J. Abrahamson
Plaintiffs' Attorney

Sally J. Abrahamson
(sabrahamson@flsalaw.com)
WERMAN SALAS P.C.
335 18th Pl. NE
Washington, D.C. 20002
Telephone: (202) 830-2016

Attorney for Plaintiffs