

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 *Attorneys for Plaintiffs*

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF HUMBOLDT**

9
10 ROBIN ASIS and TABATHA
11 BROADHEAD, on behalf of the State of
California, as private attorney generals,

12
13 Plaintiffs,

14 vs.

15 EUREKA REHABILITATION &
16 WELLNESS, LP, a California Limited
Partnership; and DOES 1 through 50,
17 inclusive,

18
19 Defendants.

Case No. **CV2201080**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiffs Robin Asis and Tabatha Broadhead (“PLAINTIFFS”), on behalf of the people
2 of the State of California and as “aggrieved employees” acting as private attorney generals
3 under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only,
4 allege on information and belief, except for their own acts and knowledge which are based on
5 personal knowledge, the following:

6 7 **INTRODUCTION**

8 1. PLAINTIFFS bring this action against Defendant Eureka Rehabilitation &
9 Wellness, LP (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
10 for themselves, and on behalf of all current and former aggrieved employees that worked for
11 DEFENDANT. PLAINTIFFS do **not seek to recover anything other than penalties as**
12 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
13 mentioned for wage violations, PLAINTIFFS do not seek underlying general and/or special
14 damages for those violations, but simply the civil penalties permitted by California Labor Code
15 § 2699.

16 2. California has enacted the PAGA to permit individuals to bring an action on
17 behalf of themselves and on behalf of others for PAGA penalties *only*, which is the precise and
18 sole nature of this action.

19 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
20 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
21 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
22 complaint should be construed as attempting to obtain any relief that would not be available in
23 a PAGA-only action.

24 25 **THE PARTIES**

26 4. Defendant Eureka Rehabilitation & Wellness, LP (“DEFENDANT”) is a
27 California limited partnership that at all relevant times mentioned herein conducted and
28 continues to conduct substantial business in the state of California.

1 5. DEFENDANT provides nursing and rehabilitative care.

2 6. Plaintiff Asis has been employed by DEFENDANT in California since July of
3 2019 and has been at all times classified by DEFENDANT as a non-exempt employee, paid on
4 an hourly basis, and entitled to the legally required meal and rest periods and payment of
5 minimum and overtime wages due for all time worked.

6 7. Plaintiff Broadhead was employed by DEFENDANT in California from February
7 of 2021 to December 31, 2021 and was at all times classified by DEFENDANT as a non-exempt
8 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
9 payment of minimum and overtime wages due for all time worked.

10 8. PLAINTIFFS, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, bring this Representative Action on behalf of the State of California with respect to
13 themselves and all individuals who are or previously were employed by DEFENDANT in
14 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
15 the time period of March 17, 2021 until a date as determined by the Court (the "PAGA
16 PERIOD").

17 9. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
18 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
19 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
20 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
21 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code
22 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
23 Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved
24 employees within the meaning of Labor Code § 2699, *et seq.*

25 10. The true names and capacities, whether individual, corporate, subsidiary,
26 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
27 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names
28 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint

1 to allege the true names and capacities of Does 1 through 50, inclusive, when they are
2 ascertained. PLAINTIFFS are informed and believe, and based upon that information and
3 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
4 inclusive, are responsible in some manner for one or more of the events and happenings that
5 proximately caused the injuries and damages hereinafter alleged.

6 11. The agents, servants and/or employees of the Defendants and each of them acting
7 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
8 agent, servant and/or employee of the Defendants, and personally participated in the conduct
9 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
10 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
11 all Defendants are jointly and severally liable to PLAINTIFFS and the AGGRIEVED
12 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
13 agents, servants and/or employees.

14 THE CONDUCT

15
16 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
17 required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time worked,
18 meaning the time during which an employee is subject to the control of an employer, including
19 all the time the employee is suffered or permitted to work. DEFENDANT requires
20 PLAINTIFFS and the AGGRIEVED EMPLOYEES to work without paying them for all the
21 time they are under DEFENDANT's control. PLAINTIFFS and the AGGRIEVED
22 EMPLOYEES worked off the clock with respect to time spent undergoing mandatory drug
23 testing or any other testing and/or examination required as a condition of employment.
24 Additionally, DEFENDANT, as a matter of established company policy and procedure,
25 administers a uniform practice of rounding the actual time worked and recorded by
26 PLAINTIFFS and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
27 so that during the course of their employment, PLAINTIFFS and the AGGRIEVED
28 EMPLOYEES are paid less than they would have been paid had they been paid for actual

1 recorded time rather than “rounded” time. Additionally, DEFENDANT engages in the practice
2 of requiring PLAINTIFFS and the AGGRIEVED EMPLOYEES to perform work off the clock
3 in that DEFENDANT, as a condition of employment, required these employees to submit to
4 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to
5 clocking into DEFENDANT’s timekeeping system for the workday. As a result, PLAINTIFFS
6 and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and
7 off-duty meal breaks by working without their time being correctly recorded and without
8 compensation at the applicable rates. DEFENDANT’s policy and practice not to pay
9 PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by
10 DEFENDANT’s business records.

11 13. State law provides that employees must be paid overtime and meal and rest break
12 premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFFS and the
13 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied
14 to specific elements of an employee’s performance.

15 14. The second component of PLAINTIFFS’ and the AGGRIEVED EMPLOYEES’
16 compensation is DEFENDANT’s non-discretionary incentive program that paid PLAINTIFFS
17 and the AGGRIEVED EMPLOYEES incentive wages based on their performance for
18 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
19 hourly basis with incentive compensation when the employees met the various performance
20 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
21 overtime and meal and rest break premiums to PLAINTIFFS and the AGGRIEVED
22 EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the
23 employees’ “regular rate of pay” for purposes of calculating overtime pay and meal and rest
24 break premium pay. Management and supervisors described the incentive program to potential
25 and new employees as part of the compensation package. As a matter of law, the incentive
26 compensation received by PLAINTIFFS and the AGGRIEVED EMPLOYEES must be included
27 in the “regular rate of pay.” The failure to do so has resulted in a underpayment of overtime
28 compensation and meal and rest break premiums to PLAINTIFFS and the AGGRIEVED

1 EMPLOYEES by DEFENDANT.

2 15. As a result of their rigorous work schedules, PLAINTIFFS and the AGGRIEVED
3 EMPLOYEES are from time to time unable to take thirty (30) minute off duty meal breaks and
4 are not fully relieved of duty for their meal periods. PLAINTIFFS and the AGGRIEVED
5 EMPLOYEES are required from time to time to perform work as ordered by DEFENDANT for
6 more than five (5) hours during some shifts without receiving a meal break. Further,
7 DEFENDANT from time to time fails to provide PLAINTIFFS and the AGGRIEVED
8 EMPLOYEES with a second off-duty meal period for some workdays in which these employees
9 are required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engages in
10 the practice of rounding the meal period times to avoid paying penalties to PLAINTIFFS and
11 the AGGRIEVED EMPLOYEES. PLAINTIFFS and the AGGRIEVED EMPLOYEES
12 therefore forfeit meal breaks without additional compensation and in accordance with
13 DEFENDANT's corporate policy and practice.

14 16. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED EMPLOYEES
15 are also required from time to time to work in excess of four (4) hours without being provided
16 ten (10) minute rest periods. Further, these employees are denied their first rest periods of at
17 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
18 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
19 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
20 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
21 PLAINTIFFS and the AGGRIEVED EMPLOYEES are also not provided with one hour wages
22 in lieu thereof. Additionally, the applicable California Wage Order requires employers to
23 provide employees with off-duty rest periods, which the California Supreme Court defined as
24 time during which an employee is relieved from all work related duties and free from employer
25 control. In so doing, the Court held that the requirement under California law that employers
26 authorize and permit all employees to take rest period means that employers must relieve
27 employees of all duties and relinquish control over how employees spend their time which
28 includes control over the locations where employees may take their rest period. Employers

1 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
2 five minutes back. Here, DEFENDANT's policy restricts PLAINTIFFS and the AGGRIEVED
3 EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which
4 states PLAINTIFFS and the AGGRIEVED EMPLOYEES cannot leave the work premises
5 during their rest period.

6 17. During the PAGA PERIOD, DEFENDANT fails to accurately record and pay
7 PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these
8 employees work. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
9 is required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked,
10 meaning the time during which an employee was subject to the control of an employer,
11 including all the time the employee was permitted or suffered to permit this work.
12 DEFENDANT requires these employees to work off the clock without paying them for all the
13 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
14 known that PLAINTIFFS and the AGGRIEVED EMPLOYEES are under compensated for all
15 time worked. As a result, PLAINTIFFS and the AGGRIEVED EMPLOYEES forfeit time
16 worked by working without their time being accurately recorded and without compensation at
17 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
18 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum
19 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
20 1197.1.

21 18. From time to time, DEFENDANT also fails to provide PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
23 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
24 provides that every employer shall furnish each of his or her employees with an accurate
25 itemized wage statement in writing showing, among other things, gross wages earned and all
26 applicable hourly rates in effect during the pay period and the corresponding amount of time
27 worked at each hourly rate. Additionally, DEFENDANT violates Cal. Lab. Code 226(a)(8) by
28 failing to list the correct name of the legal entity that employs PLAINTIFFS and the

1 AGGRIEVED EMPLOYEES. Aside, from the violations listed above in this paragraph,
2 DEFENDANT fails to issue to PLAINTIFFS an itemized wage statement that lists all the
3 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
4 time provides PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage statements which
5 violated Cal. Lab. Code § 226.

6 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
7 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
8 wages are paid not more than seven calendar days following the close of the payroll period.
9 Cal. Lab. Code § 210 provides:

10 [I]n addition to, and entirely independent and apart from, any other penalty provided in
11 this article, every person who fails to pay the wages of each employee as provided in
12 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
13 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
for each failure to pay each employee, plus 25 percent of the amount unlawfully
withheld.

14 20. DEFENDANT from time to time fails to pay PLAINTIFFS and the AGGRIEVED
15 EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal.
16 Lab. Code § 204(d).

17 21. DEFENDANT underpays sick pay wages to PLAINTIFFS and the AGGRIEVED
18 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
19 Code Section 246. Specifically, PLAINTIFFS and other non-exempt employees earn non-
20 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
21 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay
22 to PLAINTIFFS and the AGGRIEVED EMPLOYEES at their base rates of pay.

23 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
24 employees be calculated by dividing the employee's total wages, not including overtime
25 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
26 of employment.

27 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
28 the regular rate of pay. PLAINTIFFS and the AGGRIEVED EMPLOYEES routinely earned

1 non-discretionary incentive wages which increased their regular rate of pay. However, when
2 sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and the AGGRIEVED
3 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
4 Code Section 246.

5 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and
6 the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
7 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and
8 believe and based thereon allege that such failure to pay sick pay at regular rate was willful,
9 such that PLAINTIFFS and the AGGRIEVED EMPLOYEES whose employment has separated
10 are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

11 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
12 to collect or receive from an employee any part of wages theretofore paid by said employer to
13 said employee." DEFENDANT fails to pay all compensation due to PLAINTIFFS and the
14 AGGRIEVED EMPLOYEES, makes unlawful deductions from compensation payable to
15 PLAINTIFFS and the AGGRIEVED EMPLOYEES, fails to disclose all aspects of the
16 deductions from compensation payable to PLAINTIFFS and the AGGRIEVED EMPLOYEES,
17 and thereby fails to pay these employees all wages due at each applicable pay period and upon
18 termination.

19 26. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
20 PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred
21 by the PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of discharging
22 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
23 are required to indemnify employees for all expenses incurred in the course and scope of their
24 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
25 her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
27 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
28 believed them to be unlawful."

27. In the course of their employment PLAINTIFFS and the AGGRIEVED EMPLOYEES as a business expense, are required by DEFENDANT to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES are required by DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFFS and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

28. All of the conduct and violations alleged herein occurred during the PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157 (Certified for Publication 12/19/18).

JURISDICTION AND VENUE

29. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

30. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT and DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFFS and other AGGRIEVED EMPLOYEES.

///

///

///

///

1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698, *et seq.*]**

4 **(By PLAINTIFFS and Against All Defendants)**

5 31. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

7 32. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
9 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
10 fundamentally a law enforcement action designed to protect the public and not to benefit private
11 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
12 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
13 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
14 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
15 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
16 subject to arbitration.

17 33. PLAINTIFFS, and such persons that may be added from time to time who satisfy
18 the requirements and exhaust the administrative procedures under the Private Attorney General
19 Act, bring this Representative Action on behalf of the State of California with respect to
20 themselves and all individuals who are or previously were employed by DEFENDANT in
21 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
22 the time period of March 17, 2021 until a date as determined by the Court (the "PAGA
23 PERIOD").

24 34. On March 17, 2022, PLAINTIFFS gave written notice by electronic mail to the
25 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
26 employer of the specific provisions of this code alleged to have been violated as required by
27 Labor Code § 2699.3. The statutory waiting period for PLAINTIFFS to add these allegations
28 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may now

1 commence a representative civil action under PAGA pursuant to Section 2699 as the proxies
2 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

3 35. The policies, acts and practices heretofore described were and are an unlawful
4 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
5 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
6 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
7 to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required
8 expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor
9 Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7,
10 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
11 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section
12 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil
13 penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of only civil
14 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
15 representatives of the State of California for the illegal conduct perpetrated on PLAINTIFFS
16 and the AGGRIEVED EMPLOYEES.

17
18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
20 severally, as follows:

21 1. On behalf of the State of California and with respect to all AGGRIEVED
22 EMPLOYEES:

23 A) Recovery of civil penalties as prescribed by the Labor Code Private
24 Attorneys General Act of 2004; and,

25 B) An award of attorneys' fees and cost of suit, as allowable under the
26 law, including, but not limited to, pursuant to Labor Code §2699.

27
28 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
Code §558(a)(3).

1 Dated: July 25, 2022

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2
3
4 By: 
5 ~~Norman B. Blumenthal~~
6 Nicholas J. De Blouw
7 Attorneys for Plaintiffs
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28