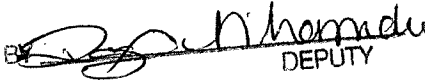


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 15 2022


DEPUTY
Ragie M. Marmouh

Attorneys for Plaintiff,
KEVIN MULLINS on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KEVIN MULLINS, an individual, on behalf of) Case No.:
himself, all aggrieved employees, and the State)
of California as a Private Attorneys General,)

CIV SB 2 2 2 8 0 1 9

Plaintiff,

vs.

REPRESENTATIVE ACTION

20/20 PLUMBING & HEATING, INC., a
California Corporation and DOES 1-50,
inclusive,

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Defendant.

Plaintiff KEVIN MULLINS brings this PAGA representative action complaint on behalf
of himself, all aggrieved employees, and the State of California as a Private Attorneys General,
and alleges as follows:

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Attorneys for Plaintiff,
KEVIN MULLINS on behalf of
himself, all aggrieved employees, and the State
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KEVIN MULLINS, an individual, on behalf of) Case No.:
himself, all aggrieved employees, and the State)
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Plaintiff,

vs.

REPRESENTATIVE ACTION

20/20 PLUMBING & HEATING, INC., a
California Corporation and DOES 1-50,
inclusive,

Defendant.

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

Plaintiff KEVIN MULLINS brings this PAGA representative action complaint on behalf
of himself, all aggrieved employees, and the State of California as a Private Attorneys General,
and alleges as follows:

1 **NATURE OF THE ACTION**

2 1. Plaintiff KEVIN MULLINS worked as an employee for Defendant 20/20 PLUMBING
3 & HEATING, INC. and Does 1-50 (collectively “Defendant”). Defendant is a plumbing and
4 heating business in San Bernardino, California. Plaintiff KEVIN MULLINS worked for Defendant
5 as an hourly, non-exempt employee until March of 2022.

6 2. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
7 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former
8 employees of Defendant within one year of serving notice on the LWDA to the present are
9 aggrieved employees.

10 3. Defendant failed to comply with California Labor Code requirements due to erroneous,
11 willful and intentional employment practices and policies. Plaintiff brings this representative
12 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
13 California, based upon the claims articulated below.

14 4. Plaintiff provided notice of his claims pursuant to §2698 *et. seq.*, to the Labor and
15 Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content
16 of which is expressly incorporated herein.

17 5. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-
18 day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint
19 for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

20 6. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
21 worked, including overtime hours worked; (2) failing to pay wages due upon termination; (3)
22 failing to reimburse for required business expenses; (4) failing to provide accurate itemized wage
23 statements and violating record keeping requirements. Defendant is therefore liable for civil
24 penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor
25 Code §2698 *et seq.*, as described more fully herein.

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1 **THE PARTIES**

2 7. Plaintiff KEVIN MULLINS is a resident of the State of California and worked for
3 Defendant until March 2022.

4 8. Defendant 20/20 PLUMBING & HEATING, INC. is a California corporation
5 authorized to do business and doing business in California with the capacity to sue and to be sued,
6 and doing business, in the county of San Bernardino, State of California.

7 9. Plaintiff is unaware of the true names, capacities, relationships, and extent of
8 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
9 informed and believes and thereon alleges that said Defendant is legally responsible for the
10 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
11 will amend this complaint when their true names and capabilities are ascertained.

12 10. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
13 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
14 of the representative class, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
16 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
18 to the other Defendants.

19 **JURISDICTION AND VENUE**

20 11. Venue is proper in this judicial district because Defendant conducts business in this
21 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
22 in this case that arose in this county.

23 12. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
27 (\$25,000).
28

13. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

14. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

15. This representative action represents over one hundred current and former aggrieved employees.

16. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendant engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

17. Plaintiff and all current and former employees within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

18. Defendant, and each of them, have committed the following violations of the California Labor Code:

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 et seq., Wage Order 16)

19. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

20. Wage Order 16 defines “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.” Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period as more fully described below.

1 21. Donning & Doffing. At the beginning and end of each shift, employees are required to
2 put on safety gear and are not paid for this time. Although employees would frequently don and
3 doff safety apparel on the clock, Defendant would modify employee timecards to remove this time,
4 resulting in underpaid wages. Putting on gear took about 5-10 minutes and taking off gear took
5 between 10-15 minutes, and sometimes up to twenty minutes all of which was shaved from their
6 timecards and unpaid.

7 22. Timecard Modification/Shaving. As stated above, Defendant shaved time from
8 employee timecards to remove time spent donning and doffing required safety apparel after the
9 time was entered. Additionally, Defendant only paid until the scheduled shift end time and not the
10 actual time the employee stopped working and clocked out. For instance, if aggrieved employees
11 were still required to work past the 3 pm shift end time, Defendant would only pay them up to 3
12 pm, although the employees were clearly still working.

13 23. Failure to Pay Wages- Required Minimum Wage. Defendant failed to pay Plaintiff and
14 aggrieved employees for all hours worked as a result of Defendant's practices described above.
15 For time spent working off the clock, employees earned zero wages, much less minimum wage in
16 violation of Labor Code §1197, 1197.1, 1199 and the Wage Order. Defendant is liable for civil
17 penalties pursuant to Labor Code §§558 and 2699 et seq.

18 24. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
19 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to
20 Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the
21 unlawful employment policies and practices discussed herein. As a result of these practices,
22 Employees were underpaid for hours worked, including overtime, and this underpayment resulted
23 in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under
24 Labor Code §210 for failure to pay wages as required by law.

25 25. Failure to Pay COVID-19 Supplemental Paid Sick Leave. Pursuant to Labor Code
26 §1197, "[t]he minimum wage for employees fixed by the commission or by any applicable state
27 or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than
28

1 the minimum so fixed is unlawful.” In the case of COVID-19, Labor Code 248.2 requires that
2 Defendant provides 80 hours of paid sick leave to full time employees.

3 26. In this case, Defendant is a covered employer and Plaintiff and aggrieved employees
4 are covered employees. Although Plaintiff and other employees became ill with symptoms of
5 COVID-19, they were not paid for the full 80 hours of sick pay for the time they needed to take
6 off from work to recover. As a result of these practices, Defendant has violated Cal. Labor Code
7 §§218, 510, 1194, 1197, 1198 and Industrial Welfare Commission Wage Orders
8 paragraph(3)(A)(1) for failure to pay overtime. Defendant is liable for civil penalties pursuant to
9 Cal. Labor Code §558 and 2698 et seq.

10 **Failure to Pay Wages Due Upon Termination**

11 (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

12 27. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
13 incorporate said paragraphs herein by reference.

14 28. An employee who is discharged must be paid all of his or her wages, including penalty
15 wages, and underpaid regular and overtime wages, immediately at the time of termination. (Labor
16 Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to
17 pay all compensation due and owing to Plaintiff at the time employment terminated. Defendant
18 willfully failed to pay employees who are no longer employed by it all compensation due upon
19 termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly
20 situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under
21 the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to Cal. Lab. Code §
22 2698 *et. seq.*

23 **Failure to Reimburse For Required Business Expenses**

24 (Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

25 29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 30. Labor Code §2802 requires employers to indemnify employees for necessary
28 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,

1 Plaintiff and aggrieved employees are required to supply their own tools, including power tools
2 and handheld tools, to perform their job duties. For example, Plaintiff was required to provide
3 approximately \$10,000 worth of tools at his own cost and was not reimbursed them. Additionally,
4 Plaintiff and aggrieved employees were required to purchase some of their own protective gear,
5 including hard hats, and they were not reimbursed for this necessary business expense.

6 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**

7 **Requirements**

8 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

9 31. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporate said paragraphs herein by reference.

11 32. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
12 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
13 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
14 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
15 actual hours worked and gross wages earned. Such failures caused injury to Plaintiff and others,
16 by, among other things, impeding them from knowing the total hours worked and the amount of
17 wages to which they are and were entitled. Defendant is liable for civil penalties pursuant to Labor
18 Code § 2698 *et seq.*

19 33. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
20 employees to sign employment related contracts and documents that contained unlawful terms of
21 employment.

22 **FIRST CAUSE OF ACTION**

23 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

24 **(California Labor Code §2698 *et seq.*)**

25 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 35. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant
28 during the applicable statutory period and suffered one or more of the Labor Code violations set

1 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and
2 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
3 attorneys' fees and costs.

4 36. Plaintiff seeks to recover the PAGA civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
6 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

7 37. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
8 Code provisions:

- 9 a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal.
10 Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194,
11 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 16);
- 12 b. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256
13 and 2698 *et seq.*);
- 14 c. Failure to Reimburse For Required Business Expenses (Cal. Labor Code §§1198,
15 2802, 2699 *et seq.*)
- 16 d. Failure to Provide Accurate Itemized Wage Statements and Violation of Record
17 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

18 38. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
19 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
20 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
21 employee for each subsequent violation of Labor Code §226(a).

22 39. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
23 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
24 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
25 a civil penalty is not specifically provided.

26 40. Plaintiff and the other current and former employees of Defendant are aggrieved
27 employees. They were or are employed by Defendant, and each of them, and the violations alleged
28

herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

41. At the time of each violation, Defendant employed one or more employees.

42. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

43. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue his PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

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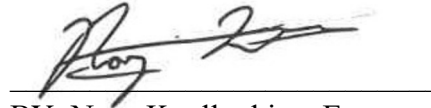
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4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: December 15, 2022

KOUL LAW FIRM



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff KEVIN MULLINS, and all
aggrieved employees

EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

May 31, 2022

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

20/20 Plumbing & Heating, Inc.
7343 Orangewood Drive, Suite B
Riverside, CA 92504

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Kevin Mullins
Employer: 20/20 Plumbing & Heating, Inc.

Dear Sir or Madam:

Claimant Kevin Mullins has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, 20/20 Plumbing & Heating, Inc. (hereafter “Employer”). Employer employs numerous hourly, non-exempt employees like Claimant to operate its plumbing and heating business in California. Claimant worked for Employer until March of 2022.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 16)

Wage Order 16 defines “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether

or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period as more fully described below.

Donning & Doffing

At the beginning and end of each shift, employees are required to put on safety gear and are not paid for this time. Although employees would frequently don and doff safety apparel on the clock, Employer would modify employee timecards to remove this time, resulting in underpaid wages. Putting on gear took about 5-10 minutes and taking off gear took between 10-15 minutes, and sometimes up to twenty minutes all of which was shaved from their timecards and unpaid.

Timecard Modification/Shaving

As stated above, Employer shaved time from employee timecards to remove time spent donning and doffing required safety apparel after the time was entered. Additionally, Employer only paid until the scheduled shift end time and not the actual time the employee stopped working and clocked out. For instance, if aggrieved employees were still required to work past the 3 pm shift end time, Employer would only pay them up to 3 pm, although the employees were clearly still working.

Failure to Pay Wages- Required Minimum Wage

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s practices described above. For time spent working off the clock, employees earned zero wages, much less minimum wage in violation of Labor Code §1197, 1197.1, 1199 and the Wage Order. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid for hours worked, including overtime, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Pay COVID-19 Supplemental Paid Sick Leave

Pursuant to Labor Code §1197, “[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” In the case of COVID-19, Labor Code 248.2 requires that Employers provide 80 hours of paid sick leave to full time employees.

In this case, Employer is a covered employer and Claimant and aggrieved employees are covered employees. Although Claimant and other employees became ill with symptoms of COVID-19,

they were not paid for the full 80 hours of sick pay for the time they needed to take off from work to recover.

As a result of these practices, Employer has violated Cal. Labor Code §§218, 510, 1194, 1197, 1198 and Industrial Welfare Commission Wage Orders paragraph(3)(A)(1) for failure to pay overtime. Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including penalty wages, and underpaid regular and overtime wages, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees are required to supply their own tools, including power tools and handheld tools, to perform their job duties. For example, Claimant was required to provide approximately \$10,000 worth of tools at his own cost and was not reimbursed them. Additionally, Claimant and aggrieved employees were required to purchase some of their own protective gear, including hard hats, and they were not reimbursed for this necessary business expense.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual hours worked and gross wages earned. Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to

which they are and were entitled. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that he may pursue his claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'N. Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant