

E-FILED
12/16/2022 4:21 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
22CV408517
Reviewed By: R. Walker

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

22CV408517

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

JENNIFER MONTOYA, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

FPR II, L.L.C., a Limited Liability Company;
LEADPOINT BUSINESS SERVICES, a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

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 Plaintiff Jennifer Montoya (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants FPR, II, L.L.C. and Leadpoint
8 Business Services (referred to as “DEFENDANT”) seeking only to recover PAGA civil
9 penalties for herself, and on behalf of all current and former aggrieved employees that worked
10 for DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

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

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

23 **THE PARTIES**

24 4. Defendant FPR, II, L.L.C. is a limited liability company that at all relevant times
25 mentioned herein conducted and continues to conduct substantial business in the state of
26 California.

27 5. Defendant Leadpoint Business Services is a corporation that at all relevant times
28

1 mentioned herein conducted and continues to conduct substantial business in the state of
2 California.

3 6. Defendants FPR, II, L.L.C. and Leadpoint Business Services were the joint
4 employers of PLAINTIFF as evidenced by company documents and by the company
5 PLAINTIFF performed work for respectively, and are therefore jointly responsible as employers
6 for the conduct alleged herein, and are therefore collectively referred to herein as
7 “DEFENDANT.”

8 7. DEFENDANT is an operating partner to companies in the waste and recycling
9 industry.

10 8. PLAINTIFF was employed by DEFENDANT in California from April of 2020
11 to June of 2022 and was at all times classified by DEFENDANT as a non-exempt employee
12 entitled to the legally required meal and rest periods and payment of minimum and overtime
13 wages due for all time worked.

14 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
15 the requirements and exhaust the administrative procedures under the Private Attorney General
16 Act, brings this Representative Action on behalf of the State of California with respect to herself
17 and all individuals who are or previously were employed by FPR, II, L.L.C. and/or Leadpoint
18 Business Services in California, including any employees staffed with FPR, II, L.L.C. and/or
19 Leadpoint Business Services by a third party, and classified as non-exempt employees
20 (“AGGRIEVED EMPLOYEES”) during the time period of July 13, 2021 until a date as
21 determined by the Court (the “PAGA PERIOD”).

22 10. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
23 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
24 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT’s
25 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,
26 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title
27 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
28 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within

1 the meaning of Labor Code § 2699, *et seq.*

2 11. The true names and capacities, whether individual, corporate, subsidiary,
3 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
4 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
5 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
6 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
7 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
8 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
9 responsible in some manner for one or more of the events and happenings that proximately
10 caused the injuries and damages hereinafter alleged.

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

19 THE CONDUCT

20
21 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
22 required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked,
23 meaning the time during which an employee is subject to the control of an employer, including
24 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
25 and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are
26 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to
27 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.
28 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what

1 should be PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established
2 company policy and procedure, administers a uniform practice of rounding the actual time
3 worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the
4 benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the
5 AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid
6 for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the
7 AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-
8 duty meal breaks by working without their time being correctly recorded and without
9 compensation at the applicable rates. DEFENDANT's policy and practice not to pay
10 PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by
11 DEFENDANT's business records.

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

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

1 compensation and meal and rest break premiums to PLAINTIFF and the AGGRIEVED
2 EMPLOYEES by DEFENDANT.

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

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

1 includes control over the locations where employees may take their rest period. Employers
2 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
3 five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED
4 EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which
5 states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
6 their rest period.

7 18. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
8 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
9 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
10 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all
11 time worked, meaning the time during which an employee was subject to the control of an
12 employer, including all the time the employee was permitted or suffered to permit this work.
13 DEFENDANT required these employees to work off the clock without paying them for all the
14 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
15 known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under compensated for all
16 time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited time
17 worked by working without their time being accurately recorded and without compensation at
18 the applicable minimum wage and overtime wage rates. To the extent that the time worked off
19 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum
20 wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and
21 1197.1.

22 19. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
23 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
24 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
25 provides that every employer shall furnish each of his or her employees with an accurate
26 itemized wage statement in writing showing, among other things, gross wages earned and all
27 applicable hourly rates in effect during the pay period and the corresponding amount of time
28 worked at each hourly rate. Defendant also violated Cal. Lab. Code Section 226(a)(9) by failing

1 to list the hours worked and hourly rates for the “Miscellaneous” wage payments. Further,
2 DEFENDANT violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct name of
3 the legal entity that employed PLAINTIFF and the AGGRIEVED EMPLOYEES. Aside, from
4 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
5 itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.*
6 As a result, DEFENDANT from time to time provided PLAINTIFF and the AGGRIEVED
7 EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

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

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

19 21. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED
20 EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal.
21 Lab. Code § 204(d).

22 22. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED
23 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
24 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
25 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
26 underpaid sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at their base rates of
27 pay.

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

1 24. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
2 the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-
3 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
4 was paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED
5 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
6 Code Section 246.

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

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

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

1 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
2 believed them to be unlawful."

3 28. In the course of their employment PLAINTIFF and the AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
5 cellular phones as a result of and in furtherance of their job duties as employees for
6 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
7 with the use of their personal cellular phones and personal home offices for DEFENDANT's
8 benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
9 DEFENDANT to use their personal cellular phones and personal home offices. As a result, in
10 the course of their employment with DEFENDANT, PLAINTIFF and the AGGRIEVED
11 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited
12 to, costs related to the use of their personal cellular phones all on behalf of and for the benefit
13 of DEFENDANT.

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

19 **JURISDICTION AND VENUE**

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

22 31. Venue is proper in this Court pursuant to California Code of Civil Procedure,
23 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
24 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
25 in this County and/or conducts substantial business in this County, and (ii) committed the
26 wrongful conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED
27 EMPLOYEES.
28

1 **FIRST CAUSE OF ACTION**

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

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

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

5 32. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

7 33. 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 34. PLAINTIFF, 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, brings this Representative Action on behalf of the State of California with respect to herself
20 and all individuals who are or previously were employed by FPR, II, L.L.C. and/or Leadpoint
21 Business Services in California, including any employees staffed with FPR, II, L.L.C. and/or
22 Leadpoint Business Services by a third party, and classified as non-exempt employees
23 ("AGGRIEVED EMPLOYEES") during the time period of July 13, 2021 until a date as
24 determined by the Court (the "PAGA PERIOD").

25 35. On July 13, 2022, PLAINTIFF gave written notice by electronic mail to the Labor
26 and Workforce Development Agency (the "Agency") and by certified mail to the employer of
27 the specific provisions of this code alleged to have been violated as required by Labor Code §
28 2699.3. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint

1 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
2 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
3 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

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

17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
19 severally, as follows:

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

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

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

26
27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: December 16, 2022

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff