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As a Private Attorney General on behalf of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

David Abbott, as a Private Attorney General on behalf of the State of California, Plaintiff, v. The Avon Company; and Does 1 through 20, inclusive, Defendants.	Case No. 26CV169662 **REPRESENTATIVE ACTION COMPLAINT FOR:** **VIOLATION OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (CAL. LABOR CODE §§ 2698, *ET SEQ.*)**

Plaintiff David Abbott, as a Private Attorney General on behalf of the State of California, hereby alleges as follows:

NATURE OF ACTION AND INTRODUCTORY STATEMENT

1. Plaintiff David Abbott ("Plaintiff") brings this representative action against Defendant The Avon Company and Does 1 through 20, inclusive (collectively, "Defendants"), individually and as a Private Attorney General on behalf of the State of California. Plaintiff seeks to recover civil penalties for all California-based aggrieved employees during the "Relevant Time Period" (defined as one year and sixty-five days before the filing of this action until the date of commencement of trial) who were misclassified by Defendant as independent contractors as hereinafter described.

2. Defendant The Avon Company is a beauty and personal care products corporation operating with a multi-level marketing model that is headquartered in New York, New York.

3. On December 5, 2025, Plaintiff gave notice of these claims to the California Labor and Workforce Development Agency ("LWDA") and to the agent for service of process for each Defendant. Plaintiff has not received a response from the LWDA indicating that it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the Private Attorneys General Act of 2004 ("PAGA"). Plaintiff asserts claims for civil penalties as a representative of the State of California, as authorized by the PAGA, and to the extent permitted by law, on behalf of aggrieved employees who held the positions identified herein and suffered one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

4. Through this action, Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour violations under the California Labor Code ("Labor Code") and IWC Wage Orders.

5. Plaintiff is informed and believes, and thereon alleges, during the relevant time period, Defendants had a consistent policy of violating state wage and hour laws by, among other things:

(a) misclassifying employees as independent contractors;

(b) failing to pay all minimum wages owed;

(c) failing to pay all overtime wages owed;

(d) failing to pay all earned wages;

failing to provide legally compliant, duty-free meal periods or compensation in lieu thereof;

(e) failing to provide legally compliant, duty-free rest breaks or provide compensation in lieu thereof;

(f) failing to provide sick pay;

(g) failing to reimburse all business expenses;

(h) failing to maintain accurate and complete records of hours worked and paid;

(i) unlawfully deducting wages;

(j) failing to provide accurate, itemized wage statements;

(k) failing to pay all wages due upon termination or separation of employment;

(l) violating Labor Code § 925 by requiring employees who reside and work primarily in California to agree to litigate claims arising in California under the laws of New York State as a condition of employment; and

(m) failing to provide workers' compensation coverage and insurance.

6. Plaintiff brings this representative action seeking monetary relief against Defendants on behalf of himself and the other aggrieved employees to recover, among other things, penalties, attorney's fees, costs and expenses pursuant to the PAGA.

JURISDICTION AND VENUE

7. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. The Superior Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. The Superior Court has jurisdiction over all Defendants because, upon information and belief, Defendants transact business and have offices in this county, acts and

omissions alleged herein took place in this county and Defendants intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

10. Venue is proper in the Superior Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county. A PAGA action may be filed in any county in which aggrieved employees work for a defendant. *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 50 Cal. App. 5th 1069, 1076. Further, Defendant failed to file and obtain a certificate of qualification and designate its principal place of business in California. As a foreign corporation that is not qualified to do business in California, it may be sued in any county in the state. *Easton v. Superior Court*, 12 CA3d 243, 90 CR 642 (1970).

THE PARTIES

11. Plaintiff is a citizen of California and was employed by Defendants in California during the Relevant Time Period as alleged herein.

12. Plaintiff is informed and believes, and thereon alleges, that Defendants are corporations doing business throughout the State of California, and at all times hereinafter mentioned, were and are an employer as defined in and subject to the California Labor Code and Industrial Welfare Commission ("IWC") Wage Orders, whose employees are and were engaged throughout this county and the State of California.

13. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

14. Plaintiff is informed and believes and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES

1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. Plaintiff is informed and believes and thereon alleges, that each of the Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

A. Plaintiff Satisfies the legal Test for Employee Status Under California Law

17. Defendants (also collectively referred to as "Avon") are a multi-level marketing company[1] in the business of recruiting Ambassadors to sell Defendants' beauty and personal care products throughout the state of California, which are the core of Defendants' workforce and business.

18. Avon, among other tasks, routinely engages in recruiting other individuals to join Defendants as Ambassadors, thereby advancing the core business model described above.

19. Indeed, Avon Ambassadors' compensation plan is based primarily on this recruitment of other Ambassadors to work under themselves, which Avon refers to as a

Earn additional bonuses for mentoring your downline to reach Bronze Leader and higher titles.

- Earn up to 5% on your Leader's respective Team Sales, through 3 Leader Levels.
- Leader Bonuses are paid in addition to any other bonuses.
- They're calculated based on Leadership Sales from the Leader's Central Team.* Leadership Sales are your net sales, minus sales aids. (Sales aids include Brochures, samples, starter kits and products that are while supplies last and do not ship.)

**A Leader's Central Team includes the Leader and all Promoters and above, and Ambassadors in which there is no other Leader in between. A Leader Level is the depth of Leader Central Teams in your downline in relation to you. The first Leader and their Central Team is your L1, the second Leader and their Central Team is L2, and so forth. For more information on your specific team and bonuses, go to Avon.com.*

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[1] https://consumer.ftc.gov/articles/multi-level-marketing-businesses-pyramid-schemes#MLM ("What Are MLMs and How Do They Work? MLM companies sell their products or services through person-to-person sales. That means you're selling directly to other people, maybe from your home, a customer's home, or online. If you join an MLM program, the company may refer to you as an independent 'distributor,' 'participant,' or 'contractor.' Most MLMs say you can make money two ways: by selling the MLM's products yourself to 'retail' customers who are not involved in the MLM; by recruiting new distributors and earning commissions based on what they buy and their sales to retail customers. Your recruits, the people they recruit, and so on, become your sales network, or 'downline.' If the MLM is not a pyramid scheme, it will pay you based on your sales to retail customers, without having to recruit new distributors. Most people who join legitimate MLMs make little or no money. Some of them lose money. In some cases, people believe they've joined a legitimate MLM, but it turns out to be an illegal pyramid scheme that steals everything they invest and leaves them deeply in debt.").

"downline" and "the Leader's Central Team," which is comprised of the "Leader," "Promotors," and "Ambassadors."

20. By having these Promotors and Ambassadors beneath them, Avon Ambassadors are able to make money through the purchases that each Promotor and Ambassador makes from Defendants and receive income based on the Promotors and Ambassadors that these Avon Ambassadors build underneath them. The way that Avon Ambassadors can advance in their employment is to increase their "Title," starting at "Promotor" and increasing to "Executive Leader Platinum," which is determined by the total sales their recruited team, or "downline,"

2026

Compensation Plan At-a-Glance

	TITLE	CAMPAIGN PERFORMANCE REQUIREMENTS				LEADERSHIP COMPENSATION							
		PERSONAL SALES	G1 ORDER	TOTAL TEAM SALES[1]	PSA (C1-C24)[2]	SPONSORING BONUS[3]	GENERATION BONUS[4]			LEADER BONUS[5]			LIFESTYLE BONUS[6]
							G1	G2	G3	L1	L2	L3	
PROMOTER	PROMOTER	$50	1		4	3%							
PROMOTER	STAR PROMOTER	$50	2		4	3%	3%						
PROMOTER	BRONZE (BP)	$200	3	$1,000	4	3%	3%	3%					
PROMOTER	SILVER (SP)	$200	6	$2,000	4	3%	4%	3%					
PROMOTER	GOLD (GP)	$200	9	$4,000	4	3%	5%	3%	2%				
LEADER	BRONZE (BL)	$200	10	$8,500	4	3%	6.5%	3%	2%				
LEADER	SILVER (SL)	$200	10	$13,000	4	3%	7.5%	3%	2%	3%			
LEADER	GOLD (GL)	$200	10	$21,000	4	3%	8%	3%	2%	3%	2%		
EXECUTIVE LEADER	BRONZE (BEL)	$200	10	$42,000	4	3%	8%	3%	2%	3%	3%		$250
EXECUTIVE LEADER	SILVER (SEL)	$200	10	$105,000	4	3%	8%	3%	2%	5%	3%	2%	$300
EXECUTIVE LEADER	GOLD (GEL)	$200	10	$210,000	4	3%	8%	3%	3%	5%	5%	4%	$350
EXECUTIVE LEADER	PLATINUM (PEL)	$200	10	$315,000	4	3%	8%	3%	3%	5%	5%	4%	$400

[1] Team Sales is the summation of your Personal Sales plus G1, G2 and G3 team sales.
[2] New personally sourced ambassador is defined as an ambassador an ambassador that places a 1st order of $100+ if the minimum new personal sourced ambassadors, as defined above, are not met by the end of C24, leadership bonus payouts will be forfeited.
[3] Earn a 3% bonus on the sales of new recruits when you have a minimum of $50 in Personal Sales.
[4] Generation Bonuses are calculated at net team sales from your downline.
[5] Leader Bonuses are calculated at net team sales of Leaders and Executive Leaders in your downline.
[6] You will receive a Lifestyle Bonus each campaign that you continue to meet your title qualifications.

Avon's compensation plans, including the Leadership program, are subject to change at any time at Avon's sole discretion. See Avon.com for updates.

AVON x LG H&H

makes:

21. This company structure is what enables the usual course of business of Defendants: the recruitment of new Avon Ambassadors.

22. As part of their illegal scheme of misclassifying their employees as independent

contractors, Defendants require their Ambassadors to bear the costs of business expenses for the company and are illegally making a profit by forcing their employees to pay for such business expenses plus a markup. Indeed, Defendants will charge their Avon Ambassadors for the ability to begin employment with them and start selling for them, as, "[i]n order to be paid, [they] must meet the Personal Sales and minimum G1 order requirements" and thus must purchase Avon's products themselves. Defendants also charged Avon Ambassadors a fees in order to make use of Defendants' web services and be able to make electronic sales through these services, as well as require Avon Ambassadors to maintain a certain amount of purchase volume each month in order to maintain their Ambassador status (which leads Ambassadors to often be their own biggest customers). Each of these charges is, effectively, an illegal wage deduction and/or an illegal business expense being transferred from Defendants to their employees.

23. Defendants are not merely a platform or uninterested bystander that Avon Ambassadors to engage in their own truly independent business. Rather, Defendants set the compensation policies of Avon Ambassadors (based primarily off their ability to recruit other Avon Ambassadors below them on their downline), provide training for their Avon Ambassadors, and always retain the right to terminate Avon Ambassadors if they violate any of the company's numerous policies.

24. As a result, Avon Ambassadors lack business autonomy. Avon Ambassadors are each not engaged in an independently-established business. Instead, the Avon Ambassadors are dependent on Defendants to provide them with products, marketing tools, and a website for a fee. Indeed, Avon Ambassadors may not have their own company website as any such website is required to be on Defendants' platform. The strict control that Defendants assert over its Ambassadors is codified in Defendants' Business Policies and Procedures for Avon Independent Sales Representatives that Ambassadors are required to follow. Specifically, independent websites and online sales are prohibits unless expressly authorized; advertising, promotional materials, and sales tools must be Avon-approved; prior written approval; is expressly required for certain promotional activities; and Avon can request that an Ambassador can remove content for any reason, which must be done immediately.

25. By working for Defendants, Avon Ambassadors have not gone into business for themselves. Instead, Defendants have unilaterally determined that Plaintiff and Avon Ambassadors are independent contractors while precluding them from taking the usual steps towards promoting and establishing an independent business. Avon Ambassadors are not customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed.

26. Defendants control the terms of employment. Defendants maintain uniform policies and terms of service with which all Avon Ambassadors, including Plaintiff, must comply. Such guidelines include training materials on how to perform work as an Avon Ambassador, strict adherence to the Compensation Plan described above, and even the purported requirement that Avon Ambassadors agree to not solicit other Avon Ambassadors to work for another direct selling business indefinitely.

27. In sum, Defendants control the terms of employment of their Ambassadors.

B. <u>Defendant's Misclassification of Plaintiff and Other Aggrieved Employees Violates their Rights under California Law</u>

28. At all relevant times, Plaintiff and other aggrieved employees performed services for Defendants as Avon Ambassadors during the relevant time period and were classified as independent contractors.

29. Plaintiff was employed in an independent contractor position by Defendants during the relevant time period.

30. Defendants continue to employ employees as independent contractors throughout California.

31. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

32. Through this action, Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to timely receive wages for all hours worked (including minimum wages, regular, and overtime wages) and that they were not receiving all wages earned for work that Defendants required them to perform. For example, Defendants required Plaintiff and other aggrieved employees to perform compensable work without pay, including attending mandatory trainings and engaging in sales and recruiting activities, while delaying or withholding earned commissions through unlawful sales thresholds and untimely unlawful payment practices. Defendants also failed to pay overtime wages for hours worked, including overtime during trainings and other required activities. Defendants further failed to pay all commissions earned by Plaintiff and other aggrieved employees twice during each calendar month. In violation of the California Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages (including minimum wages and overtime wages) for all hours worked..

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive all required meal periods or payment of one (1) additional hour of pay at the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the California Labor Code and IWC Wage Orders, aggrieved employees did not receive all meal periods or payment of one (1) additional hour of pay at the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. For example, Plaintiff and other aggrieved employees were often required to work through meal periods, would be otherwise interrupted during their meal period, or would take late meal periods without being paid meal period premiums at the aggrieved employees' regular rate of pay.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive all rest breaks or payment of one (1) additional hour of pay at the aggrieved employees' regular rate of pay when a rest break was missed. In violation of the California Labor Code and IWC Wage Orders, aggrieved employees did not receive all rest breaks or payment of one (1) additional hour of pay at

the aggrieved employees' regular rate of pay when a rest break was missed, interrupted, or on-duty.

36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive itemized wage statements that accurately showed the following information pursuant to the California Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned by Plaintiff and other aggrieved employees, and all hours worked. In violation of the California Labor Code, Plaintiff and other aggrieved employees were not provided with accurate itemized wage statements.

37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they were prohibited from withholding amounts from the wages of Plaintiff and other aggrieved employees, aside from certain statutory exceptions. However, Defendants only paid Plaintiff and other aggrieved employees wages if they were able to sell a certain amount of production during a sales period, encouraging Plaintiff and other aggrieved employees to purchase products themselves in order to receive payment, resulting in a deduction of wages. Moreover, Defendants charged Plaintiff and other aggrieved employees other deductions and penalties, including in the event of a return.

38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to reimbursement for necessary business expenditures incurred in connection with the performance and execution of their job duties. In violation of the California Labor Code, Plaintiff and other aggrieved employees

did not receive adequate reimbursement for necessary business expenses, including but not limited to reimbursement for use of their home internet, cell-phone expenses, and computer expenses. Further, Defendants required Plaintiff and other aggrieved employees to pay a fee to make use of its web services, for which they were not reimbursed. Finally, Defendants required that Plaintiff and other aggrieved employees purchase an amount of product each month in order to maintain their Ambassador status, regardless of whether such product was sold or not. Plaintiff and other aggrieved employees were not reimbursed for the entire cost of this unsold product, if at all.

39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees who separated from Defendants were entitled to timely payment of wages upon separation of employment. In violation of the California Labor Code, Plaintiff and other aggrieved employees did not receive payment of all wages including, but not limited to, meal period premiums, regular, minimum, and overtime wages, and paid leave within the required time during their employment and upon separation of their employment.

40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that an employer shall not require an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would require the employee to adjudicate outside of California a claim arising in California or deprive the employee of the substantive protection of California law with respect to a controversy arising in California, and that any provision of a contract requiring such is voidable by the employee, and if a provision is rendered void at the request of the employee, the matter shall be adjudicated in California and California law shall govern the dispute. In violation of the Labor Code, Defendants required Plaintiff and other aggrieved employees to agree that the laws of the State of New York govern all actions arising out of employment with Defendants as part of Defendants' "The Avon Company Terms and Conditions of Use," despite Plaintiff and other aggrieved employees primarily residing in and working in the State of California. As such, Plaintiff, on behalf of himself and other other aggrieved employees, requests that the governing law provision in the "The Avon Company Terms and Conditions of Use" and any similar governing law provision contained within any other policy

document governing Plaintiff and other aggrieved employees' employment with Defendants shall be rendered void and that this matter be adjudicated in California and governed by California law.

41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to provide workers' compensation and insurance to Plaintiff and other aggrieved employees. In violation of the Labor Code, Defendants failed to provide Plaintiff and other aggrieved employees with adequate workers' compensation coverage.

42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so all in order to increase Defendants' profits.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")

43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

44. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves and a private attorney general on behalf of the State of California, for both [his or her] own claims and the claims of other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

45. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violations and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

46. Defendants' conduct with respect to Plaintiff and other aggrieved employees violates numerous Labor Code sections including, but not limited to, the following:

a. Violation of Labor Code § 226.8 for willful misclassification of Plaintiff and other aggrieved employees as independent contractors;

b. Violation of Labor Code §§ 201-204, 210, 510, 1194, 1194.2, 1197, and 1197.1, 1198, and the IWC Wage Orders for failure to timely pay all earned wages (including minimum, regular, and overtime wages) owed to Plaintiff and other aggrieved employees during employment and upon separation of employment as herein alleged;

c. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods or compensation in lieu thereof;

d. Violation of Labor Code § 226.7 for failure to authorize or permit rest breaks or provide compensation in lieu thereof;

e. Violation of Labor Code § 246 *et seq.* for failure to provide sick pay;

f. Violation of Labor Code § 221 for unlawful deduction of wages;

g. Violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses;

h. Violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

i. Violation of Labor Code § 925 for requiring employees who reside and work primarily in California to agree to litigate claims arising in California under the laws of New York State as a condition of employment; and

j. Violation of Labor Code § 3700 for failing to secure workers' compensation for the aggrieved employees.

47. Plaintiff is an "aggrieved employee" because he was employed by the alleged violator and had one or more of the alleged violations committed against him. Therefore, he is properly suited to represent the interests of all other aggrieved employees.

48. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself, the State of California, and all other aggrieved employees under the PAGA.

49. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties for violations of the Labor Code sections cited above.

50. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of all other aggrieved employees, prays for judgment against Defendants as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees;
2. For injunctive relief pursuant to California Labor Code § 925;
3. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure § 1021.5; and
4. For such other relief as the Court deems just and proper.

Dated: February 9, 2026

LEBE LAW, APLC

By: ______________________________

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