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MARTIN OLSON, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

v.

GKN AEROSPACE CHEM-TRONICS, INC.,
a California corporation, and DOES 1 through
100, inclusive,

Defendants.

AND RELATED CONSOLIDATED CASES

Case No. 37-2022-00029653-CU-OE-CTL

*[Consolidated with Case No. 37-2022-
00029655-CU-OE-CTL]*

*Assigned for All Purposes to
Hon. James A. Mangione, Dept. C-75*

**DECLARATION OF FARAH KHALED IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 24, 2026

Time: 9:00 a.m.

Dept. No.: C-75

Complaint Filed: July 27, 2022

DECLARATION OF FARAH KHALED

I, Farah Khaled, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am an associate with Aegis Law Firm, PC (“Aegis”), counsel for Plaintiffs in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and in support of my and my firm’s appointment as settlement class counsel, along with attorneys from Schneider Wallace Cottrell Kim, LLP. If called as a witness, I could and would competently testify thereto.

3. On July 26, 2023, Plaintiff Donald Tvrdik’s (“Plaintiff Tvrdik”) counsel provided written notice to the LWDA and Defendant regarding Defendant’s alleged Labor Code violations, as required by Lab. Code § 2699.3(a). The LWDA did not respond to this notice, indicating it did not intend to investigate, thus allowing Plaintiff to bring a PAGA claim against Defendant. On July 26, 2023, Plaintiff Tvrdik filed a putative class action on behalf of Defendant’s non-exempt employees alleging the following causes of action (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to reimburse business expenses; (6) failure to provide accurate itemized wage statements; (7) failure to pay wages timely during employment; (8) failure to pay all wages due upon separation of employment and (9) violation of Business and Professions Code §17200, *et seq.*; for the preceding claims. On October 18, 2023, Plaintiff Tvrdik filed a First Amended the Complaint adding a PAGA claim.

4. Plaintiff Tvrdik’s Counsel agreed to combine Plaintiff Tvrdik’s case with the case by Plaintiffs Martin Olson, Richard Turrietta, and Arturo Valdivia Sr. against defendant GKN Aerospace Chem-tronics, Inc.

5. On January 8, 2026, the Parties attended a mediation session presided over by Monique Ngo-Bonnici, a respected mediator. The Parties accepted a mediator’s proposal a few days after the end of the mediation. The Parties spent the next couple of months negotiating the terms of the Settlement, which was finalized in March of 2026. The negotiations were adversarial, conducted at arm’s length and tempered by the efforts of both sides to serve the interests of their clients.

1 6. Aegis Law Firm prosecutes wage and hour cases, including class actions on behalf of
2 employees and others who have had their rights violated. Aegis, either on its own, or with co-counsel is
3 currently serving as plaintiffs' counsel of record in dozens of wage and hour and employment class
4 action cases pending in both state and federal court.

5 7. The attorneys working on this case have been appointed class counsel in many cases,
6 through both contested motions and settlement approval motions.

7 8. Aegis has litigated and successfully resolved many wage and hour class action cases
8 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Calma v.*
9 *Scooter Brew, Inc.*, San Diego Superior Court, Case No. 37-2021-00050379-CU-OE-CTL (class
10 certification granted on April 12, 2024 for non-exempt restaurant employees' on issues of expense
11 reimbursement, unpaid wages for off-the-clock work, meal violations, inaccurate wage statements and
12 waiting time penalties); *Vinalay v. Union City Hotel Management Corp. et al.*, Case No. 37-2019-
13 00021268-CU-OE-CTL (class certification granted on April 4, 2022 for non-exempt employees on
14 issues of unpaid overtime, automatic meal period deductions, inaccurate wage statements, and waiting
15 time penalties); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior Court, Case No.
16 RIC1706458 (class certification granted on December 17, 2020 for all current and former non-exempt
17 workers' on issues of rounding, meal period, and rest period claims); *Gamboa v. Kamran, et al.*, San
18 Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted on September 16, 2019,
19 for factory workers on issues of rounding, automatic deduction of first meal period, and second meal
20 period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States District Court Central District
21 of California, Case No. EDCV-12-0715-JLQ (class certification granted for restaurant workers' rest
22 period claims); *Sawyer v. Retail Data, LLC*, Orange County Superior Court, Case No. 30-2014-
23 00753767-CU-OE-CXC (unpaid wage and rest break claims for piece rate workers); *Gonzalez v. SFFI*
24 *Company, Inc., et. al*, San Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages,
25 meal period and rest break claims for non-exempt employees); *Antoine v. Riverstone Residential*
26 *California, Inc., et. al*, Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay,
27 on-call time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt
28 employees); *Nguyen v. Pharmerica*, Orange County Superior Court, Case No. 30-2014-00716072-CU-

OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists).

9. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's

1 List. He received a Bachelor's of Science in Business Administration from the University of Central
2 Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

3 10. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment
4 litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000
5 employees with their employment claims, many of which included wage and hour claims. He has been
6 appointed class counsel in approximately 100 cases and is currently litigating over 150 employment
7 wage and hour class action cases.

8 11. Mr. Haque authored a book on employment litigation strategies with West Publishing
9 and has been invited to speak on class action and wage and hour issues on numerous occasions. He has
10 spoken at seminars by the State Bar of California, California Employment Lawyer's Association
11 (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former
12 Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected
13 as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a
14 Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of
15 the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to
16 2018.

17 12. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he
18 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of
19 California at Berkeley in 1997.

20 13. After graduation from law school in 2001, the same year in which Mr. Wong took and
21 successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California
22 where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment
23 department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and
24 other employment related matters.

25 14. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his
26 practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented
27 and obtained successful outcomes for his clients, including awards through arbitration and trial.
28

15. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial Lawyers Association, and California Employment Lawyers Association.

16. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014, 2015, and 2018.

17. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to the California Bar in December of 2011, and received her J.D. from Santa Clara University School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class action appeals, class certification motions, and class settlements. She was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California for several years.

18. I am an associate attorney at Aegis Law Firm. I received my B.A. in Law and Masters in Criminal law and Criminology from the University Paris II Pantheon-Assas. I received my LLM from the University of California Law, San Francisco and was admitted to the California Bar in 2023. Prior to joining Aegis, I worked in civil litigation specializing in Plaintiff-side legal Malpractice.

19. Aegis Law Firm has performed significant work and expended litigation costs in prosecuting the matter with no guarantee of any payment.

20. At final approval, Plaintiffs' Counsel will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

21. I am not aware of any conflicts of interest between Aegis Law Firm or any of its attorneys or staff and any unnamed member of the proposed settlement class. In addition, my firm and I do not have any conflicts of interest with Phoenix Class Action Administration Solutions, the settlement administrator selected by the Parties. As a result, and in light of our extensive qualifications, I believe it is appropriate to appoint Aegis Law Firm as settlement class counsel.

Exhibits

1 22. A true and correct copy of the PAGA notice my office sent to the LWDA and Defendant
2 on July 26, 2023 is attached hereto as **Exhibit 1**.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct.

5 Executed on April 1, 2026 at San Francisco, California.

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Farah Khaled

EXHIBIT 1

July 26, 2023

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for GKN Aerospace Chem-Tronics Inc.:
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

GKN Aerospace Chem-Tronics Inc.:
1150 West Bradley Avenue
El Cajon, CA 92020

GKN Aerospace Chem-Tronics Inc.:
P.O. Box 1604
El Cajon, CA 92020

Re: Donald J Tvrdik v. GKN Aerospace Chem-Tronics Inc.

Dear Labor and Workforce Development Agency; GKN Aerospace Chem-Tronics Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by GKN Aerospace Chem-Tronics Inc. and any other employers or person(s) acting on behalf of the employer as such phrase is used under Labor Code sections 558 and 558.1 (“Respondent”), and the facts and theories in support of said allegations. This firm represents Donald J Tvrdik (“Claimant”); we hereby notify you that Claimant intends to seek penalties against Respondent under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant’s own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondent

The specific provisions of the Labor Code allegedly violated by Respondent and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246 *et seq.*, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Respondent

Claimant and other aggrieved employees worked for Respondent in California as non-exempt employees. Claimant was employed by Respondent in California within the past year.

During the past year, Respondent failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondent violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondent failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondent violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondent failed to pay Claimant and other aggrieved employees at least the legal minimum wage, sick pay, and overtime wage (in violation of Labor Code sections 246 *et seq.*, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondent's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay required sick leave pay, failing to pay wages using the appropriate regular rate of pay (e.g., excluding shift differentials or other incentive pay) or the required minimum wage, failing to pay reporting time pay, failing to pay for time spent waiting for COVID health screenings or otherwise waiting to clock in, and/or failing to pay for all recorded time, among other reasons. Respondent failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Respondent, such as purchase of tools and equipment. As such, Respondent violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, Respondent violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (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 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. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

Respondent violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondent violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondent due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against Respondent. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint