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IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

RANDY NICK COLLIAS,

Plaintiff,

v.

F RADICH MOTORS, INC DBA ELK GROVE
HONDA; and DOES 1 through 100,

Defendant(s).

Case No. **26CV022298**

COMPLAINT

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Pay for All Hours Worked**
- 3. Failure to Pay All Overtime Owed**
- 4. Failure to Reimburse Work-Related Expenses**
- 5. Wage Statement Penalties**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition Law**
- 8. Private Attorneys General Act**
- 9. Violation of Government Code §12940(j) – Sexual Harassment & Hostile Work Environment**
- 10. Violation of Government Code § 12940(k) - Failure to Prevent Harassment**
- 11. Violation of Government Code § 12940 (h) – Retaliation**
- 12. Wrongful Constructive Discharge in Violation of Public Policy**

DEMAND FOR JURY TRIAL

RELEVANT PARTIES

1. Plaintiff Randy Nick Collias (“Plaintiff”) is an adult resident of Sacramento County, California, and was at all times relevant residing in Sacramento County, California.

1 2. Defendant F Radich Motors, Inc dba Elk Grove Honda (“Defendant”) is a California
2 corporation with its principal place of business located in Sacramento County, California.
3 Defendant is registered to and does conduct business in the State of California and is subject to the
4 laws of the State of California. All acts and omissions of Defendant employees as alleged herein
5 occurred while they were acting within the course and scope of their employment.

6 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
7 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
8 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
9 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
10 informed and believes, and based on such information and belief alleges, that each of the fictitiously
11 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
12 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
13 and Doe Defendants are collectively referred to as “Defendants”.

14 **JURISDICTION AND VENUE**

15 4. This action is properly filed in Sacramento County because the acts and omissions that give
16 rise to Plaintiff’s claims took place in Sacramento County, and Defendants transact substantial
17 business in this County.

18 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
19 alleged herein occurred in Sacramento County, California and Plaintiff suffered damages from such
20 conduct within Sacramento County, California.

21 **FACTUAL ALLEGATIONS**

22 6. At all times relevant, Plaintiff was Defendants’ employee.

23 7. Plaintiff was employed by Defendants from December 1999 through June 2026.

24 8. Plaintiff worked at Defendant’s Elk Grove Honda dealership located in Elk Grove,
25 California.

26 9. Plaintiff worked as a janitor and maintenance worker and was classified as a non-exempt,
27 hourly employee.

1 10. Plaintiff's job duties included cleaning restrooms, cleaning the dealership, removing
2 garbage, and cleaning the shop area.

3 11. Plaintiff regularly arrived at Defendant's facility at approximately 3:00 a.m. to open the
4 facility and perform setup work before clocking in at 5:00 a.m.

5 12. Plaintiff performed approximately two hours of work before clocking in each workday, five
6 days per week.

7 13. On occasions when Plaintiff clocked in earlier than 5:00 a.m., his time records were adjusted
8 to reflect only eight hours worked, although he worked approximately ten hours per day.

9 14. Plaintiff has a chronic spine condition that affects his ability to bend and walk.

10 15. Plaintiff advised Defendant of his physical limitations, but Defendant did not consistently
11 provide him with assistance or a helper for his opening duties.

12 16. Defendant required Plaintiff to perform landscaping work using his personal tools, including
13 a weed eater.

14 17. Plaintiff purchased a back brace for approximately \$30 out of his own pocket for use in
15 connection with his work.

16 18. Because Plaintiff began work at approximately 3:00 a.m. but was not permitted to clock in
17 until 5:00 a.m., his meal break was taken based on the 5:00 a.m. clocked start time rather than his
18 actual 3:00 a.m. start time.

19 19. As a result, Plaintiff routinely took his meal break after more than five hours of actual work
20 had elapsed.

21 20. In or about mid-2025, Defendant's coworker Barry, a salesperson, repeatedly called Plaintiff
22 "a pervert" in front of customers and coworkers when Plaintiff entered the women's restroom to
23 perform his janitorial duties.

24 21. Barry made the comments each time Plaintiff entered the women's restroom to perform his
25 job duties, except when Barry was not at work.

26 22. Barry made the comments in front of customers and in front of at least one coworker, Gail.

27 23. Barry continued calling Plaintiff "pervert" repeatedly, including saying "hey pervert" to
28 Plaintiff as though it were Plaintiff's name.

1 24. Plaintiff verbally complained to Defendant's General Manager and partial owner, Maggie
2 Cadlock, by telling her that Barry kept calling him "a pervert."

3 25. Ms. Cadlock responded "not Barry" and, without reason, did not believe Plaintiff's report.

4 26. Barry's conduct affected Plaintiff's focus at work, his home life, his sleep, and his appetite.

5 27. On or about April 3, 2026, Plaintiff, through counsel, requested his payroll and personnel
6 records from Defendant.

7 28. On or about May 28, 2026, Plaintiff, through counsel, sent Defendant a PAGA notice
8 concerning alleged Labor Code violations arising from Plaintiff's employment.

9 29. After Defendant received Plaintiff's payroll and personnel records request and PAGA
10 notice, Defendant treated Plaintiff differently than it had treated him before those notices.

11 30. After Defendant received the PAGA notice, Ms. Cadlock repeatedly asked Plaintiff whether
12 he was going to sue Defendant and asked him to drop any forthcoming lawsuit.

13 31. Plaintiff told Ms. Cadlock that he intended to continue pursuing his claims.

14 32. After Defendant received notice of Plaintiff's claims, Defendant unilaterally and without
15 justification changed Plaintiff's work hours and working conditions.

16 33. Plaintiff's supervisor, Mike Silva, also treated Plaintiff differently and poorly after
17 Defendant received the PAGA notice, although he and Plaintiff had previously had a friendly
18 working relationship.

19 34. Ms. Cadlock even pressured Plaintiff to sign a premature release of claims, which Plaintiff
20 refused.

21 35. Defendant's worsening treatment, changed hours, continual interrogation about a lawsuit
22 and the PAGA letter, and pressure to stop pursuing his claims caused Plaintiff significant stress,
23 depression, and anger.

24 36. Plaintiff did not want to retire and had intended to continue working for Defendant for at
25 least several more years, hoping to achieve 30 years in his position.

26 37. In or around June 2026, Plaintiff was forced to retire from his employment as a result of the
27 constant torment from Ms. Cadlock and Mr. Silva he was experiencing due to his refusal to drop his
28 pursuit for his claims.

1 38. Defendants failed to provide Plaintiff with accurate wage statements because the wage
2 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
3 other things.

4 39. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
5 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
6 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

7 **PAGA ALLEGATIONS**

8 40. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
10 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures outlined in Labor Code section 2699.3.

13 41. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
14 under PAGA after the following requirement have been met:

15 42. The aggrieved employee has provided written notice by online filing to the LWDA and by
16 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations; and

19 43. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
21 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
22 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
24 to any other penalties to which the employee may be entitled.

25 44. On May 28, 2026, Plaintiff provided written notice by online filing to the LWDA and by
26 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
27 by Defendants, including the facts and theories to support the alleged violations.

1 45. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 46. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to May 28, 2026, through
6 final disposition of this action.”

7 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

8 47. On September 16, 2026, prior to initiating this complaint, Plaintiff filed with the California
9 Civil Rights Department (hereinafter "CCRD"), a Complaint of Discrimination, Harassment, and
10 Retaliation against Defendant. On September 16, 2026, the CCRD issued a Notice of Case Closure
11 and Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant
12 in order to enforce their rights under FEHA.

13 48. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
14 prerequisite to filing this action.

15 **FIRST CAUSE OF ACTION**

16 **Failure to Provide Compliant Meal Periods**

17 **By Plaintiff Against All Defendants**

18 49. Plaintiff incorporates by reference the paragraphs above.

19 50. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
20 employee for a work period of more than five hours per day without providing the employee with a
21 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
22 without providing the employee with a second meal period of not less than 30 minutes”.

23 51. An employer provides compliant meal breaks to its employees “if it relieves its employees
24 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
25 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
26 1004, 1040 (2012)).

1 52. Not only must an employer affirmatively relieve its employees of all duty during their meal
2 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
3 (*Brinker*, supra).

4 53. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

5 54. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

9 55. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
10 break was missed.

11 56. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
12 penalties, attorney fees, and costs.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Pay for All Hours Worked**

15 **By Plaintiff Against All Defendants**

16 57. Plaintiff incorporates by reference the paragraphs above.

17 58. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
18 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
19 40 hours in a workweek.

20 59. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

21 60. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
22 penalties, attorney fees, and costs.

23 **THIRD CAUSE OF ACTION**

24 **Failure to Pay All Overtime Owed**

25 **By Plaintiff Against All Defendants**

26 61. Plaintiff incorporates by reference the paragraphs above.

27 62. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
28 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

63. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

64. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Failure To Reimburse Work-Related Expenses

By Plaintiff Against All Defendants

65. Plaintiff incorporates by reference the paragraphs above.

66. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

67. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

68. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

69. Plaintiff incorporates by reference the paragraphs above.

70. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

71. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

72. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

1 73. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **SIXTH CAUSE OF ACTION**

4 **Waiting Time Penalties**

5 **By Plaintiff Against All Defendants**

6 74. Plaintiff incorporates by reference the paragraphs above.

7 75. Labor Code sections 201 and 202 require that an employer provide an employee with all
8 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
9 employee's resignation.

10 76. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
11 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
12 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
13 thirty days.

14 77. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
15 conclusion of employment.

16 78. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
17 and costs.

18 **SEVENTH CAUSE OF ACTION**

19 **Violation of Unfair Competition Law**

20 **By Plaintiff Against All Defendants**

21 79. Plaintiff incorporates by reference the paragraphs above.

22 80. Defendants' conduct described herein constitutes unfair competition.

23 81. Specifically, Defendants have gained an unfair advantage over other similarly situated
24 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
25 owed.

26 82. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
27 wrongfully withheld wages.

28 83. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 84. Plaintiff incorporates by reference the paragraphs above.

5 85. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 86. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 87. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 88. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
12 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
13 sections 1197.1 and 2699 apply.

14 89. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
16 sections 558, 1197.1, and 2699 apply.

17 90. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
18 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
19 and 2699 apply.

20 91. With respect to violations of Labor Code section 203 for failure to pay all wages due to
21 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
22 Labor Code section 2699 apply.

23 92. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
24 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
25 apply.

26 93. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
27 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
28 the manner alleged herein.

1 94. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
2 to Labor Code section 2699(g).

3 **NINTH CAUSE OF ACTION**

4 **Violation of Government Code §12940(j) – Sexual Harassment & Hostile Work Environment**
5 **By Plaintiff Against All Defendants**

6 95. Plaintiff incorporates by reference the paragraphs above.

7 96. At all times hereto, the California Fair Employment and Housing Act ("FEHA") was in full
8 force and effect and was binding upon Defendants and each of them.

9 97. Government Code § 12940(j) makes it an unlawful employment practice for an employee or
10 independent contractor to be subjected to harassment based on "race," "national origin, ancestry,
11 physical disability, mental disability, medical condition" or "sex."

12 98. During their employment with Defendants, Plaintiff was subjected to a hostile work
13 environment and numerous instances of harassment based on their sex (described supra).

14 99. The harassment of Plaintiff was reported and known to Defendants.

15 100. Defendants failed to take immediate and appropriate corrective action.

16 101. As a further direct and legal result of the acts and conduct of Defendants, as aforesaid,
17 Plaintiff has been caused to and did suffer, and continues to suffer, severe emotional and mental
18 distress, anguish, humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
19 symptoms.

20 102. Defendants, by engaging in the aforementioned acts and/or in authorizing and/or ratifying
21 such acts, engaged in willful, malicious, intentional, oppressive, and despicable conduct, and acted
22 with willful and conscious disregard of the rights, welfare, and safety of Plaintiff, thereby justifying
23 the award of punitive and exemplary damages in an amount to be determined at trial.

24 103. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,
25 Plaintiff is entitled to recover damages in amounts to be established at trial, as set forth below,
26 including recovery of attorney's fees and costs of suit, pursuant to Government Code § 12965(b).

27 **TENTH CAUSE OF ACTION**

28 **Violation of Government Code § 12940(k) - Failure to Prevent Harassment**

1 **By Plaintiff Against All Defendants**

2 104. Plaintiff incorporates by reference the paragraphs above.

3 105. At all relevant times, Defendants employed five or more persons and were therefore subject
4 to the requirements of the California Fair Employment and Housing Act.

5 106. Government Code § 12940(k) makes it unlawful for an employer to fail to take all
6 reasonable steps necessary to prevent discrimination, harassment, and retaliation from occurring in
7 the workplace.

8 107. Plaintiff was subjected to harassment as set forth herein.

9 108. Defendants failed to take all reasonable steps to prevent the discrimination, harassment, and
10 retaliation to which Plaintiff was subjected, in violation of California Government Code §
11 12940(k).

12 109. The actions of Defendants against Plaintiff constitute a failure to prevent discrimination,
13 harassment, and retaliation, in violation of FEHA. Such violations were a proximate
14 cause in Plaintiff's damage as stated below.

15 **ELEVENTH CAUSE OF ACTION**

16 **Violation of Government Code § 12940 (h) - Retaliation**

17 **By Plaintiff Against All Defendants**

18 110. Plaintiff incorporates by reference the paragraphs above.

19 111. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
20 employee who opposes or makes a complaint for practices forbidden by FEHA.

21 112. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

22 113. Defendants retaliated against Plaintiff in violation of California Government Code §
23 12940(h).

24 114. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
25 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

26 **TWELFTH CAUSE OF ACTION**

27 **Wrongful Termination in Violation of Public Policy**

28 **By Plaintiff Against All Defendants**

1 115. Plaintiff incorporates by reference the paragraphs above.

2 116. At all times mentioned in this complaint, it was a fundamental policy of the State of
3 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
4 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
5 engagement in protected activity.

6 117. Based on the actions described above, Defendants constructively discharged Plaintiff for
7 engaging in protected activity.

8 118. Defendants actions were in violation of California Public Policy.

9 119. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
10 will continues to suffer damages, as stated below.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

13 **First Cause of Action**

- 14 1. Damages and/or penalties pursuant to Labor Code section 226.7
15 2. Interest
16 3. Attorneys' fees
17 4. Costs
18 5. Other relief the court deems proper

19 **Second Cause of Action**

- 20 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
21 2. Liquidated damages
22 3. Interest
23 4. Attorneys' fees
24 5. Costs
25 6. Other relief the court deems proper

26 **Third Cause of Action**

- 27 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
28 2. Interest

3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

Fourth Cause of Action

1. Reimbursement of all work-related expenses
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Fifth Cause of Action

1. Penalties pursuant to Labor Code section 226
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Sixth Cause of Action

1. Penalties pursuant to Labor Code section 203
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Seventh Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

Eighth Cause of Action

1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the California Labor Code in the manner alleged herein
3. Attorneys' fees

- 1 4. Costs
2 5. Other relief the court deems proper

3 Ninth – Eleventh Cause of Action

- 4 1. Compensatory damages
5 2. Punitive damages
6 3. Attorneys’ fees
7 4. Costs
8 5. Other relief the court deems proper

9 Twelfth Cause of Action

- 10 1. Back pay and front pay
11 2. Interest on the above amounts
12 3. Compensatory damages
13 4. Punitive damages
14 5. Attorneys’ fees
15 6. Costs
16 7. Other relief the court deems proper

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18
19 DATED: September 16, 2026

20 Mike Rachmann
21 MIKE RACHMANN
22 Attorney for Plaintiff
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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: September 16, 2026

Mike Rachmann

MIKE RACHMANN
Attorney for Plaintiff