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Electronically FILED by
Superior Court of California,
County of Los Angeles
1/14/2025 12:01 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

9 Attorneys for Plaintiff
10 HECTOR FERNANDEZ, individually, and
11 on behalf of all other aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HECTOR FERNANDEZ, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

SECURITAS SECURITY SERVICES USA,
INC., a Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 25STCV00881

COMPLAINT FOR:

1. Penalties Under the California Labor Code Private Attorneys General Act of 2004, as a Representative Action (California Labor Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff HECTOR FERNANDEZ (“PLAINTIFF”), individually and on behalf of all other
2 current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1 below)
3 who worked for DEFENDANTS in the State of California at any time during the relevant
4 statutory period (“AGGRIEVED EMPLOYEES”), hereby alleges as follows:

5 **INTRODUCTION**

6 1. PLAINTIFF bring this action on behalf of himself, the State of California, and all
7 other AGGRIEVED EMPLOYEES of Defendant SECURITAS SECURITY SERVICES USA,
8 INC., a Delaware corporation, and DOES 1 through 50, inclusive, (collectively,
9 “DEFENDANTS”) to recover penalties arising from unpaid wages earned and due, including but
10 not limited to unpaid and illegally calculated overtime compensation, illegal meal and rest period
11 policies, failure to pay all wages due to discharged or quitting employees, failure to provide
12 accurate itemized wage statements, failure to timely pay wages during employment, failure to
13 indemnify employees for necessary expenditures and/or losses incurred in discharging their
14 duties.

15 **JURISDICTION AND VENUE**

16 2. The Superior Court of the State of California has jurisdiction in this matter because
17 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
18 and residents of, and/or regularly conduct business in, California. Further, no federal question is
19 at issue because the claims are based solely on California law.

20 3. Venue is proper in this judicial district and the County of Los Angeles, California
21 because PLAINTIFF and other AGGRIEVED EMPLOYEES performed work for
22 DEFENDANTS in the County of Los Angeles and many of DEFENDANTS’ unlawful actions
23 and omissions, as set forth herein, occurred in the County of Los Angeles.

24 **PARTIES**

25 4. PLAINTIFF is a citizen and resident of the State of California. At times material
26 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
27 non-exempt employee.

28 5. PLAINTIFF is informed and believes, and thereon alleges, that SECURITAS

1 SECURITY SERVICES USA, INC. is, and at all times relevant hereto was, a corporation
2 organized and existing under the laws of the State of California. PLAINTIFF is further informed
3 and believes, and thereon alleges, that SECURITAS SECURITY SERVICES USA, INC. is
4 authorized to conduct business in the State of California, and does conduct business in the State
5 of California. Specifically, upon information and belief, SECURITAS SECURITY SERVICES
6 USA, INC. maintains offices and conducts business in the County of Los Angeles, State of
7 California.

8 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
9 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
10 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
11 DOE is in some manner highly responsible for the occurrences alleged herein, and that
12 PLAINTIFF and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged herein,
13 were proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of
14 the court to amend this complaint to allege the true names and capacities of such DOE defendants
15 when ascertained.

16 7. At all relevant times herein, DEFENDANTS were the joint employers of
17 PLAINTIFF and other AGGRIEVED EMPLOYEES. PLAINTIFF is informed and believes, and
18 thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos,
19 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals,
20 related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors,
21 actual or ostensible, of each other. Each defendant was completely dominated by his, her, or its
22 co-defendant, and each was the alter ego of the other.

23 8. Upon information and belief, at all relevant times herein, DEFENDANTS had an
24 interrelation of operations, common management, centralized control of labor relations, and
25 common ownership and financial control.

26 9. At all relevant times herein, PLAINTIFF and other AGGRIEVED EMPLOYEES
27 were employed by DEFENDANTS under employment agreements that were partly written, partly
28 oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS,

1 and each of them, acted pursuant to, and in furtherance of, their policies and practices of not
2 paying PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and due, through
3 methods and schemes which include, but are not limited to, failing to pay overtime premiums;
4 failing to provide rest and meal periods; failing to properly maintain records; failing to provide
5 accurate itemized statements for each pay period; failing to properly compensate PLAINTIFF and
6 other AGGRIEVED EMPLOYEES for necessary expenditures; and requiring, permitting or
7 suffering the employees to work off the clock, in violation of the California Labor Code and the
8 applicable Welfare Commission (“IWC”) Orders.

9 10. PLAINTIFF is informed and believes, and thereon allege, that each and every one
10 of the acts and omissions alleged herein were performed by, and/or attributable to, all
11 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
12 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
13 and scope of said agency, employment and/or direction and control.

14 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
15 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
16 provision regulating minimum wages or hours and days of work in any order of the Industrial
17 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, or 1194.

18 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
19 PLAINTIFF and other aggrieved employees have suffered, and continue to suffer, from loss of
20 earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction
21 of this Court.

22 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

23 13. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
24 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all
25 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time during the
26 relevant statutory period.

27 14. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
28 on May 8, 2024 to the California Labor and Workforce Development Agency (“LWDA”) and by

1 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
2 Orders alleged to have been violated, including the facts and theories to support the alleged
3 violations. Within sixty-five (65) calendar days of the May 8, 2024 postmark date of
4 PLAINTIFF's notice letters, the LWDA did not provide notice to PLAINTIFF that it intends to
5 investigate the alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five
6 (65) day notice period set forth in California Labor Code § 2699.3(a) is not counted as part of the
7 time limited for the commencement of this civil action. Therefore, PLAINTIFF has complied
8 with all of the requirements set forth in California Labor Code § 2699.3 to commence a
9 representative action under PAGA.

10 **FACTUAL ALLEGATIONS**

11 **Failure to Provide Required Meal Periods**

12 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11]**

13 15. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
14 to deprive AGGRIEVED EMPLOYEES of all wages earned and due, DEFENDANTS required,
15 suffered or permitted PLAINTIFF and other AGGRIEVED EMPLOYEES to take less than the
16 30-minute meal period, or to work through them, and have failed to otherwise provide the
17 required meal periods to PLAINTIFF and other AGGRIEVED EMPLOYEES pursuant to Labor
18 Code §§ 226.7 and 512 and IWC Order No. 4-2001, § 11.

19 16. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
20 Order No. 4-2001, § 11 by failing to compensate PLAINTIFF and other AGGRIEVED
21 EMPLOYEES who were not provided with a meal period, in accordance with the applicable IWC
22 Wage Order, one additional hour of compensation at each employee's regular rate of pay for each
23 workday that a meal period was not provided.

24 **Failure to Provide Required Rest Periods**

25 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 4-2001, § 12]**

26 17. At all times relevant herein, as part of DEFENDANTS' illegal policies and
27 practices to deprive AGGRIEVED EMPLOYEES all wages earned and due, DEFENDANTS failed
28 to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES as required under

1 Labor Code § 226.7, and IWC Wage Order No. 4-2001, § 12.

2 18. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 4-
3 2001, § 12 by failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES who were not
4 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
5 hour of compensation at each employee's regular rate of pay for each workday that a rest period
6 was not provided.

7 **Failure to Pay Overtime Wages**

8 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3]**

9 19. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-2001, § 3,
10 DEFENDANTS are required to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES
11 for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
12 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
13 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
14 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
15 on the seventh consecutive day of work in any workweek.

16 20. PLAINTIFF and other AGGRIEVED EMPLOYEES are current and former non-
17 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
18 and IWC Wage Order No. 4-2001. At times relevant herein, DEFENDANTS failed to
19 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all overtime hours worked
20 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
21 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
22 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3; requiring,
23 suffering or permitting PLAINTIFF and other AGGRIEVED EMPLOYEES to work off the
24 clock; requiring, permitting or suffering PLAINTIFF and other AGGRIEVED EMPLOYEES to
25 work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and
26 other AGGRIEVED EMPLOYEES worked; enforcing an unlawful rounding policy resulting, in
27 practice over time, in the systematic underpayment of overtime wages to aggrieved employees;
28 failing to properly maintain PLAINTIFF's and other AGGRIEVED EMPLOYEES' records;

1 failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and
2 other methods to be discovered.

3 21. DEFENDANTS have knowingly and willfully refused to perform their obligations
4 to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all wages earned and all
5 hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 4-
6 2001, § 3.

7 **Failure to Pay Minimum Wages**

8 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 4-2001, § 4]**

9 22. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-
10 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
11 worked in a payroll period is unlawful.

12 23. During the PENALTY PERIOD and in violation of California Labor Code §§
13 1194 and 1197 and IWC Wage Order No. 4-2001, § 4, DEFENDANTS failed to pay PLAINTIFF
14 and other AGGRIEVED EMPLOYEES the applicable minimum wages for all hours worked in a
15 payroll period by, among other things: requiring, suffering or permitting PLAINTIFF and other
16 AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering or permitting
17 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through meal breaks; illegally and
18 inaccurately recording time in which PLAINTIFF and other AGGRIEVED EMPLOYEES
19 worked; failing to properly maintain PLAINTIFF's and other AGGRIEVED EMPLOYEES'
20 records; failing to provide accurate itemized wage statements to PLAINTIFF and other
21 AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

22 **Failure to Timely Pay Wages During Employment**

23 **[Cal. Labor Code § 204]**

24 24. Pursuant to California Labor Code § 204, for all labor performed between the 1st
25 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
26 employees between the 16th and 26th day of the month during which the labor was performed.
27 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
28 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees

1 between the 1st and 10th day of the following calendar month. In addition, California Labor
2 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
3 paid no later than the payday of the next regular payroll period.

4 25. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
5 pay PLAINTIFF and other AGGRIEVED EMPLOYEES all the wages for labor performed by the
6 next regular payroll period as required by California Labor Code § 204.

7 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

8 **[Cal. Labor Code §§ 201, 202, 203]**

9 26. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
10 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
11 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
12 discharge are due and payable immediately.

13 27. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
14 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
15 employment, unless the employee provided 72 hours previous notice of his or her intention to
16 quit, in which case the employee is entitled to his or wages at the time of quitting.

17 28. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
18 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
19 employer is liable for waiting time penalties in the form of continued compensation to the
20 employee at the same rate for up to 30 workdays.

21 29. At times relevant herein, in violation of Labor Code §§ 201 and 202,
22 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
23 PLAINTIFF and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
24 employment.

25 **Failure to Furnish Accurate Itemized Wage Statements**

26 **[Cal. Labor Code § 226(a); IWC Wage Order No. 4-2001, § 7]**

27 30. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
28 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized

1 wage statements in writing showing each employee's gross wages earned, total hours worked, the
2 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
3 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
4 employee is paid, the name of the employee and only the last four digits of his or her social
5 security number or employee identification number, the name and address of the legal entity or
6 entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES, and all applicable hourly
7 rates in effect during each pay period and the corresponding number of hours worked at each
8 hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 4-2001 § 7.

9 31. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
10 provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate itemized
11 wage statements in accordance with Labor Code § 226(a).

12 32. At times relevant herein, PLAINTIFF and other AGGRIEVED EMPLOYEES
13 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
14 wage statements as PLAINTIFF and other AGGRIEVED EMPLOYEES could not promptly and
15 easily determine from the wage statement alone one or more of the following: the gross wages
16 earned, the total hours worked, all deductions made, the net wages earned, the name and address
17 of the legal entity or entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES,
18 and/or all applicable hourly rates in effect during each pay period and the corresponding number
19 of hours worked at each hourly rate.

20 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
21 **Duties**

22 **[Cal. Labor Code § 2802]**

23 33. Labor Code § 2802(a) requires an employer to indemnify an employee for all
24 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
25 of her his or her duties, or of his or her obedience to the directions of the employer.

26 34. At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFF and
27 other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct
28 consequence of the discharge of their duties while working under the direction of

1 DEFENDANTS, including but not limited to expenses for personal cell phone usage and other
2 employment-related expenses, in violation of Labor Code § 2802.

3 **FIRST CAUSE OF ACTION**

4 **Representative Action for Penalties Under the Labor Code Private Attorneys General Act**
5 **of 2004**

6 **[Cal. Labor Code § 2698, *et seq.*]**

7 **(Against All DEFENDANTS)**

8 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in paragraphs 1 through 34.

10 36. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
11 Code § 2699(c), and proper representatives to bring a civil action on behalf of themselves and
12 other current and former non-exempt employees of DEFENDANTS pursuant to the procedures
13 specified in Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and
14 one or more of the alleged Labor Code violations was committed against PLAINTIFF during the
15 relevant period.

16 37. PLAINTIFF seeks to recover civil penalties through a representative action
17 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
18 Cal.4th 969. Thus, class certification is not required.

19 38. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
20 penalties from DEFENDANTS in a representative action for the violations set forth above,
21 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
22 512, 1174(d), 1194, 1197, 1198, and 2802.

23 39. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
24 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
25 provided, including but not limited to the following:

- 26 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
27 DEFENDANTS are subject to a civil penalty in the amount of one hundred
28 dollars (\$100) for the initial violation for each failure to pay each employee

1 and two hundred dollars (\$200) per employee for violations in subsequent
2 pay periods.

3 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
4 DEFENDANTS are subject to a civil penalty in the amount of two hundred
5 and fifty dollars (\$250) per AGGRIEVED EMPLOYEE for the initial pay
6 period where a violation occurs and one thousand dollars (\$1,000) per
7 AGGRIEVED EMPLOYEE for violations in subsequent pay periods.

8 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
9 on behalf of an employer who violates, or causes to be violated, a section
10 of this chapter or any provision regulating hours and days of work in any
11 order of the Industrial Welfare Commission,” including Labor Code §§ 510
12 and 512, shall be subject to a civil penalty, in addition to any other penalty
13 provided by law, of fifty dollars (\$50) for initial violations for each
14 underpaid employee for each pay period for which the employee was
15 underpaid and one hundred dollars (\$100) for each subsequent violation for
16 each underpaid employee for each pay period for which the employee was
17 underpaid. In addition, PLAINTIFF seeks civil penalties in the amount
18 sufficient to recover underpaid wages owed to AGGRIEVED
19 EMPLOYEES pursuant to Labor Code § 558(a).

20 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
21 DEFENDANTS are subject to a civil penalty of five hundred dollars
22 (\$500).

23 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
24 paid to any employee a wage less than the minimum fixed by an order of
25 the commission, shall be subject to a civil penalty as follows: for any initial
26 violation that is intentionally committed, one hundred dollars (\$100) for
27 each underpaid employee for each pay period for which the employee is
28 underpaid; and for each subsequent violation of the same offense, two

hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

40. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

41. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other AGGRIEVED EMPLOYEES, prays for relief against DEFENDANTS as follows:

1. For civil penalties according to proof, including but not limited to the amount of any underpaid wages of PLAINTIFF and other AGGRIEVED EMPLOYEES and all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or any other applicable provisions providing for attorney's fees and costs; and

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1 4. For such further relief that the Court may deem just and proper.

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3 DATED: January 14, 2025

Respectfully submitted,

4 MATERN LAW GROUP, PC

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6 By:



MATTHEW J. MATERN

MATTHEW W. GORDON

VANESSA M. RODRIGUEZ

Attorneys for Plaintiff

7 HECTOR FERNANDEZ, individually, and
8 on behalf of all other aggrieved employees

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DATED: January 14, 2025

MATERN LAW GROUP, PC

Matthew M. Gordon

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