MILLS SADAT DOWLAT LLP
Camron Dowlatshahi (SBN 308618)
Kathleen Moore (SBN 358479)
333 South Hope Street, 40th Floor
Los Angeles, CA 90071
Tel.: (213) 628-3856
Email: camron@msdlawyers.com
Email: kathleen@msdlawyers.com

Attorneys for Plaintiff
Michael McClure

**ELECTRONICALLY FILED**
**Superior Court of California**
**County of Sonoma**
**3/26/2025 8:33 AM**
**By: Taylor Curtis, Deputy Clerk**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SONOMA**

MICHAEL MCCLURE, an individual,

Plaintiff,

v.

CHATEAU DIANA LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 25CV02159

**MICHAEL MCCLURE'S COMPLAINT FOR:**

**(1) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**

**(2) Waiting Time Penalties (Lab. Code §§ 201-203)**

**(3) Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

**(4) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

**(5) Retaliation (Lab. Code § 1102.5)**

**(6) Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**

**(7) Private Attorneys General Act (Labor Code § 2698, *et seq.*)**

<u>**JURY TRIAL DEMANDED**</u>

Plaintiff Michael McClure brings this action against Defendant Chateau Diana LLC and Does 1 through 10, inclusive, and alleges as follows:

**THE PARTIES**

1. Plaintiff Michael McClure ("Mr. McClure" or "Plaintiff") is an individual residing in Redwood Valley, California.

2. Defendant Chateau Diana LLC ("Chateau Diana") is a California limited liability company with its principal place of business in Healdsburg, California.

3. Plaintiff is unaware of the true names and capacities of the defendants sued as Does 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when the same have been ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's damages were proximately caused by said defendants' conduct.

4. All the acts and conduct alleged herein were duly authorized, ordered by management-level employees of Defendants. In addition, Defendants participated in the aforementioned conduct of their said employees, agents and representatives, and, upon completion of the aforesaid conduct, officers, directors, and/or managing agents of the Defendants ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of the conduct alleged herein.

**VENUE AND JURISDICTION**

5. The wrongful conduct alleged against the Defendants occurred in the County of Sonoma, California. At all times relevant hereto, the conduct at issue was part of a continuous and ongoing pattern of behavior.

6. This Court is the proper forum to adjudicate this action because the wrongful acts that are the subject of this action occurred here and because the Defendant now resides in its jurisdictional area.

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## GENERAL ALLEGATIONS

7. Mr. McClure began working for Chateau Diana as a Forklift Driver on approximately November 6, 2023, as an hourly employee. In approximately February of 2024, Mr. McClure was promoted to Senior Production and Facility Supervisor and was made a salaried employee.

8. Mr. McClure's salary was $61,360, which was less than the equivalent of two times California minimum wage, which was $16.00 per hour at the time of his promotion and continued employment with Chateau Diana. Mr. McClure's salary should have been at least $66,650.

9. Additionally, Mr. McClure frequently worked over forty (40) hours per week but was not paid overtime.

10. Mr. McClure stopped clocking in and out after he was promoted to Senior Production and Facility Supervisor, and around this time, hourly employees were required to start clocking in and out for lunches. Mr. McClure was required to sign his timesheets in order to receive his paycheck.

11. In approximately the fall of 2024, Mr. McClure complained to Chateau Diana's owner, whose name is Cory Manning, that he was not being paid enough, and asked for a raise and a "no-termination" policy. On approximately October 3, 2024, Mr. Manning told Mr. McClure that it would be best to part ways, thereby terminating Mr. McClure's employment. Mr. McClure did not receive his final paycheck until approximately October 9, 2024.

12. Around this time, Mr. McClure reached out to his previous manager, who left Chateau Diana in early 2024 to work at a different winery, and inquired about working for her. His previous manager hired him, and informed him that Mr. Manning had reached out to her via text message and attempted to sabotage Mr. McClure's new employment by telling the new manager that he was a bad employee, and that he wished her "good luck" working with him.

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## FIRST CAUSE OF ACTION

**Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**

(Against All Defendants)

13. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

14. At all times relevant to this complaint, Plaintiff was employed by Chateau Diana.

15. By the course of conduct set forth above, Defendants violated Labor Code sections 510, 1194, and relevant IWC Wage Orders.

16. The Labor Code requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees.

17. At all relevant times, Plaintiff was a non-exempt employee entitled to be paid proper overtime compensation for all overtime hours worked.

18. Labor Code section 510 and the applicable Wage Orders require that an employer compensate all work performed by an employee in excess of eight hours in one workday or in excess of forty hours in any one workweek, and all work performed by an employee during the first eight hours worked on the seventh day of work in any one workweek, at one and one-half times the employee's regular rate of pay.

19. Labor Code section 510 and the applicable Wage Orders further require that an employer compensate all work performed by an employee in excess of 12 hours in one workday, and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's regular rate of pay.

20. During the relevant time period, Plaintiff worked in excess of 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

21. Defendants knowingly and willfully failed to pay proper overtime wages earned and due to for overtime hours worked.

22. As a result of Defendants' failure to pay wages earned and due, Defendants violated the Labor Code.

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23. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendant, prejudgment interest, and attorneys' fees and costs.

**SECOND CAUSE OF ACTION**

**Waiting Time Penalties (Lab. Code §§ 201-203)**

(Against All Defendants)

24. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

25. Labor Code sections 201 and 202 require an employer to pay its employees all wages due immediately upon discharge or within 72 hours of resignation. This requirement applies to unpaid overtime wages. Labor Code section 203 provides that if an employer willfully fails to pay such wages, the employer must continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

26. Defendants willfully failed to pay Plaintiff his earned and unpaid overtime wages for 6 days from the time such wages should have been paid under the Labor Code.

27. As a result of Defendants' willful failure to pay Plaintiff's owed overtime wages upon separation from employment, Plaintiff has been harmed and Defendants are liable for statutory waiting time penalties pursuant to Labor Code section 203.

**THIRD CAUSE OF ACTION**

**Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

(Against All Defendants)

28. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

29. Labor Code section 226, subdivision (a) requires employers to provide employees, semi-monthly or at the time of each payment of wages, with a statement that accurately reflects certain itemized information including total number of hours worked.

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30. Defendants knowingly and intentionally failed to furnish Plaintiff with timely and accurate wage statements that accurately reflected the total number of hours worked and wages earned, as required by Labor Code section 226.

31. As a result of Defendants' failure to provide accurate itemized wage statements, Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime worked each pay period in a timely manner, which prevented him from asserting his rights under California law.

32. As a result, Defendants are liable to Plaintiff for the amounts provided by Labor Code section 226, subdivision (e): the greater of actual damages or fifty dollars ($50) for the initial violation and one hundred dollars ($100) for each subsequent violation, up to four thousand dollars ($4,000).

## **FOURTH CAUSE OF ACTION**

**Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

(Against All Defendants)

33. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

34. Business and Professions Code section 17200, *et seq.* ("UCL") prohibits any "unlawful, unfair, or fraudulent business act or practice." Defendants have engaged in unlawful activity as follows:

a. Violations of Labor Code sections 510 and 1194 for failure to pay overtime wages;

b. Violations of Labor Code section 226 for failure to provide accurate wage statements;

c. Violations of Labor Code sections 201-203 for failure to pay accrued wages upon separation of employment;

d. Violations of Labor Code section 1102.5 for terminating Plaintiff in retaliation for his good faith complaints about Defendant's wage and hour violations;

e. Violations of IWC Wage Orders for the same conduct set forth herein; and

35. Defendants also violated the Families First Coronavirus Response Act ("FFCRA"), which constitutes a violation of the "unlawful" prong of the UCL.

a. The FFCRA requires employers with fewer than 500 employees to provide two weeks (up to 80 hours) of paid sick leave for employees who are unable to work because the employee is "subject to a Federal, State, or local quarantine or isolation order related to COVID19." (Pub.L. 116–127, § 5102.).

b. Employers are prohibited from taking adverse actions against employees who take leave under the FFCRA or take actions to enforce its requirements. (*Id*. at § 5104.)

c. Plaintiff is informed and believes that Defendants do not employ more than 500 employees and are therefore subject to the FFCRA.

d. Plaintiff was subject to a local quarantine order and therefore quarantined for two weeks following his exposure to COVID-19.

e. Defendants terminated Plaintiff in retaliation for quarantining pursuant to the FFCRA.

36. Plaintiff lost money as a result of Defendants' violations of the unlawful prong of the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of his job and future wages.

37. As a result of its unlawful business practices, Defendants have damaged Plaintiff by wrongfully denying his earned overtime wages, meal periods, rest breaks, and premium compensation.

38. Plaintiff seeks restitution and disgorgement and other appropriate relief available under Business and Professions Code section 17200, *et seq*.

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## FIFTH CAUSE OF ACTION

**Retaliation (Lab. Code § 1102.5)**

(Against All Defendants)

39. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

40. At all times mentioned herein, Defendants employed five or more persons, and Labor Code section 1102.5 was binding on Defendants. This section requires Defendants to refrain from retaliating against any employee as a result of the employee's opposition to practices forbidden by state or federal statute, or practices that violate or do not comply with a local, state, or federal rule or regulation pursuant to Labor Code section 1102.5, subdivision (c).

41. At all relevant times, Plaintiff was an employee of Defendant.

42. As set forth above, Plaintiff complained to Defendants and/or its agents that he was not being paid enough as a salaried employee as required under California law.

43. Plaintiff had reasonable cause to believe that Defendants' failure to pay him at least two times California minimum wage, which was $16.00 at the time, was a violation of law.

44. Plaintiff's complaints that he was not being paid the proper amount as a salaried employee was a substantial factor in Defendants' decision to terminate Plaintiff's employment.

45. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has sustained, and continues to sustain, damages in the form of lost wages and other employment benefits in an amount in excess of the minimum jurisdictional requirements of this court, the exact amount of which will be proven at trial.

46. As a further legal result of the above-described conduct of Defendants, and each of them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to proof.

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## SIXTH CAUSE OF ACTION

**Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**

(Against All Defendants)

1. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

2. At all relevant times, Defendants were aware of and were under a duty to comply with Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

3. Labor Code section 512 prohibits an employer from employing an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

4. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided, in relevant part that:

> No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

5. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided, in relevant part that:

> Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

6. Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal or rest period mandated by an applicable IWC wage order, and provides that an employer that fails to provide an employee with a required rest break or meal period shall pay that employee one additional hour of pay at the employee's regular rate of compensation for each work day that the employer does not provide a compliant meal or rest period.

7. Defendants knowingly failed to provide Plaintiff with meal periods as required by law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law. Defendants also failed to provide Plaintiff with any payment of meal and rest premiums.

8. Plaintiff has therefore been damaged and is entitled to payment of the meal and rest period premiums as provided by law.

**<u>SEVENTH CAUSE OF ACTION</u>**

**Private Attorneys General Act (Labor Code § 2698, *et seq.*)**

(Against All Defendants)

9. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

10. Plaintiff is an aggrieved employee under PAGA because he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth in this Complaint. Plaintiff seeks to recover on his behalf, on behalf of the State, and on behalf of all current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative action.

11. Plaintiff seeks penalties pursuant to PAGA for violation of the following Labor Code sections:

a. Failure to provide prompt payment of wages to employees upon termination and resignation in violation of Labor Code sections 201-203;

b. Failure to provide accurate itemized wage statements to employees in violation of Labor Code section 226;

c. Failure to maintain accurate payroll records in violation of Labor Code sections 1174 and 1174.5; and

d. Failure to pay overtime wages in violation of applicable wage orders and Labor Code sections 510, 558, and 1194;

12. On December 2, 2024, Plaintiff provided the requisite written notice by certified mail to the California Labor and Workforce Development Agency ("LWDA") and to Defendants, informing them of the provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. (Attached as **Exhibit A**). Plaintiff's PAGA case number is No. LWDA-CM-1064517-24.

13. At the time of this filing, the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. If it does so, Plaintiff will amend his complaint. Otherwise, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

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## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

A. For general damages, special damages, and non-economic damages according to proof, but in an amount in excess of the jurisdictional limit of this Court;

B. For punitive damages in an amount appropriate to punish Defendants and deter others from engaging in similar misconduct on appropriate legal causes of action;

C. For unpaid overtime wages, meal and rest period premiums, and other due wages

D. For penalties available under applicable laws, including waiting time penalties;

E. For restitution and disgorgement under the UCL;

F. For an award of civil penalties under PAGA;

G. For prejudgment interest;

H. For costs of suit, including attorneys' fees and expert witness fees; and

I. For such other relief as the Court deems just and proper.

Dated: March 26, 2025

MILLS SADAT DOWLAT LLP

By: ______________________

Camron Dowlatshahi

Attorneys for Plaintiff
Michael McClure

# EXHIBIT A

MSD MILLS SADAT DOWLAT LLP

333 South Hope Street
40th Floor
Los Angeles, CA 90071
www.msdlawyers.com

Camron Dowlatshahi
O: +1 213 628 3856
E: camron@msdlawyers.com

December 2, 2024

**VIA ELECTRONIC SUBMISSION;**
**VIA CERTIFIED MAIL AND EMAIL TO OPPOSING PARTY**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Chateau Diana LLC
6195 Drycreek RD
Healdsburg, CA 95448

**Re: Notice of Claim Under Private Attorneys General Act ("PAGA")**

Dear LWDA:

My firm represents Michael McClure ("Plaintiff") and all other aggrieved employees who intend to file an action against Chateau Diana LLC ("Defendant" or "CDP") in connection with Defendant's violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* ("PAGA"), that the Labor and Workforce Development Agency ("LWDA") investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

**Statement of Specific Provisions of the Labor Code Violated**

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 201-204, 226, subdivision (a), 226.7, 510, 512, 558, 1182.12, 1194, and 1198.

**Facts and Theories in Support of Violations**

Defendant is a winery that bottles its wine and is registered to do business in the State of California. Defendant employed Plaintiff from on or about November 6, 2023 until approximately October 3, 2024. Plaintiff worked as Senior Production and Facility Supervisor.

Although Plaintiff performed exempt administrative tasks that supported the business operations of the employer and required independent judgment, Plaintiff's salary was less than the equivalent of two times California minimum wage, which was $16.00 per hour at the time of Plaintiff's employment with Defendant. Defendant misclassified Plaintiff as an exempt employee to avoid paying him overtime.

In the course of these duties, Plaintiff regularly worked overtime. However, because he Defendant classified Plaintiff as exempt from overtime, he was not paid these overtime hours. Further, Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks or had meal breaks interrupted.

Plaintiff was also issued inaccurate wage statements, which failed to list: (1) all hours worked and the hourly rate; and (2) and premium pay for meal and rest break violations. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

**Failure to Provide Accurate Wage Statements**

Pursuant to Labor Code section 226 ("Section 226"), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

**Failure to Maintain Accurate Payroll Records**

Pursuant to Labor Code section 1174, subdivision (d), an employer is required to keep payroll records showing the hours worked daily and wages paid to employees. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to maintain payroll records in compliance with this statute.

Labor Code section 1174.5 provides that any employer who fails to maintain accurate payroll records required by section 1174, subdivision (d), "shall be subject to a civil penalty of five hundred dollars ($500)."

**Penalties for Unpaid Wages**

Pursuant to Labor Code section 558, subdivision (a), and employer who violates "any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty." (Lab. Code § 558, subd. (a).)

An employer's initial violation is subject to a "fifty dollar penalty ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of "one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." (*Ibid.*)

Here, Defendant's personnel were often required to work more than 8 hours per day to complete work within the timeframes dictated by Defendant. Because Defendant misclassified them, they were not paid their earned overtime. Additionally, Defendant's salary was less than the equivalent of two times California minimum wage, which was $16.00 per hour at the time of Plaintiff's employment with Defendant. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

**<u>Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods</u>**

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff's employment, he was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay him the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

**<u>Conclusion</u>**

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 201-204, 226, subdivision (a), 226.7, 510, 512, 558, 1182.12, 1194, and 1198.

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,

Camron Dowlatshahi

cc: Mark L Edwards, medwards@hellerandedwards.com