

THIERMAN BUCK LLP

MARK R. THIERMAN, SB# 72913
JOSHUA D. BUCK, SB# 258325
LEAH L. JONES, SB# 276448
JOSHUA R. HENDRICKSON, SB# 282180
7287 Lakeside Drive
Reno, NV 89511
Tel: 775.284.1500
Fax: 775.703.5027
mark@thiermanbuck.com
josh@thiermanbuck.com
leah@thiermanbuck.com
joshh@thiermanbuck.com

ATTORNEYS FOR PLAINTIFFS
AND THE PUTATIVE CLASSES

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

SERGIO MAYORAL and MIGUEL
MAYORAL, on behalf of themselves and
all other similarly situated individuals,

Plaintiffs,

vs.

GUILD MORTGAGE COMPANY; and
DOES 1 through 50, inclusive,

Defendant(s).

Case No. **'21CV485 BAS AHG**

**COLLECTIVE AND CLASS ACTION
COMPLAINT**

- 1) Failure to Pay Overtime in Violation of 29 U.S.C. § 207;
- 2) Failure to Pay Wages for All Hours Worked Under Nevada Law;
- 3) Failure to Pay Overtime Wages for All Hours Worked Under Nevada Law; and
- 4) Failure to Timely Pay All Wages Due and Owing Under Nevada Law.

JURY TRIAL DEMANDED

Plaintiffs SERGIO MAYORAL and MIGUEL MAYORAL (collectively, "Plaintiffs"), on behalf of themselves and all other similarly situated and typical persons, allege the following:

All allegations in this Complaint are based upon information and belief except for those allegations that pertain to the Plaintiffs named herein and their counsel. Each allegation in this Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanbuck.com

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanbuck.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURISDICTION AND VENUE

1. This Court has original jurisdiction over the federal claims alleged herein pursuant to the Fair Labor Standards Act (“FLSA”) 29 U.S.C. § 216(b) which states: “An action to recover the liability prescribed in either of the preceding sentences may be maintained against any employer (including a public agency) in any Federal or State court of competent jurisdiction by any one or more employees for and in behalf of himself or themselves and other employees similarly situated.” Plaintiffs have filed with this court consents to join this action.

2. This Court has supplemental jurisdiction over the state law claims alleged herein pursuant to 28 U.S.C. § 1367 because the state law claims alleged herein all arise out of the same transaction and occurrence, i.e. the failure to properly pay all wages due—and there is no conflict between the procedures applicable to the FLSA and State law claims. *Integrity Staffing Solutions, Inc.*, 2013 U.S. App. LEXIS 7397 (9th Cir. Nev. Apr. 12, 2013) (“In sum, we agree with the other circuits to consider the issue that the fact that Rule 23 class actions use an opt-out mechanism while FLSA collective actions use an Opt-in mechanism does not create a conflict warranting dismissal of the state law claims.”)

3. Venue is proper in this Court because one or more of the Defendants named herein maintains a principal place of business at 5898 Copley Drive 5th Floor, San Diego, California 92111.

PARTIES

4. Plaintiff SERGIO MAYORAL is natural person who has been employed by Defendant as a non-exempt hourly paid employee in Las Vegas, Nevada, during the relevant time period alleged herein.

5. Plaintiff MIGUEL MAYORAL is natural person who has been employed by Defendant as a non-exempt hourly paid employee in Las Vegas, Nevada, during the relevant time period alleged herein.

6. Defendant GUILD MORTGAGE COMPANY (hereinafter referred to as “Guild”, “Guild Mortgage”, and/or “Defendant”) is a domestic corporation with a principal place of business at 5898 Copley Drive 5th Floor, San Diego, California 92111. C T Corporation System

1 serves as Defendant’s Agent of Service of Process and has an address of 818 West Seventh
2 Street, Suite 930, Los Angeles, California 90017.

3 7. The identity of DOES 1-50 is unknown at this time, and this Complaint will be
4 amended at such time when the identities are known to Plaintiffs. Plaintiffs are informed and
5 believe that each of the Defendants sued herein as DOE is responsible in some manner for the
6 acts, omissions, or representations alleged herein and any reference to “Defendant,”
7 “Defendants,” or “Guild” or “Guild Mortgage” herein shall mean “Defendants and each of
8 them.”

9 **FACTUAL ALLEGATIONS**

10 8. According to its website, Guild Mortgage “is a leading independent mortgage
11 lender in the United States, specializing in residential home loans.” See
12 <https://www.guildmortgage.com/about-us/> (last visited Oct. 20, 2020).

13 9. “As of June 30, 2020, Guild Mortgage Co. had approximately 3,775 full-time
14 equivalent employees.” <https://sec.report/Document/0001193125-20-272982/> (last visited Oct.
15 20, 2020). Guild’s “principal executive office is located in San Diego, California. In addition to
16 our San Diego office, [it] operate[s] from approximately 200 branch offices and 124 satellite
17 offices located in 31 states.” *Id.*

18 10. Plaintiffs were two of Guild Mortgage’s 3,777 full-time equivalent employees.

19 11. Plaintiff Sergio Mayoral was employed by Guild Mortgage as a non-exempt
20 hourly paid Originating Loan Officer Assistant (“LOA”) from on or about April 26, 2019 to on
21 or about January 24, 2020. His base hourly rate of pay was \$15.00 per hour. In addition to his
22 base hourly rate of pay, Sergio Mayoral was also eligible for, and received, incentive pay.
23 Attached hereto as 2020.10.22 dra A is a true and correct copy of Sergio Mayoral’s Originating
24 Loan Officer Assistant Compensation Plan.

25 12. Plaintiff Miguel Mayoral was employed by Guild Mortgage as a non-exempt
26 hourly paid LOA from on or about April 3, 2019 to on or about January 3, 2020. His base
27 hourly rate of pay was \$15.25 per hour. In addition to his base hourly rate of pay, Sergio Mayoral
28

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

1 was also eligible for, and received, incentive pay. Attached hereto as Exhibit B is a true and
2 correct copy of Miguel Mayoral’s Originating Loan Officer Assistant Compensation Plan.

3 13. As a LOA, Plaintiffs were responsible for shepherding mortgage loan applications
4 from inception to closure and generating new loans. In fulfilling these general duties, Plaintiffs
5 physically performed work (i) at their assigned branch office in Las Vegas (“In Office Work”)
6 and (ii) outside the office by attending open houses and networking events (“Out of Office
7 Work”).

8 14. Defendant maintained a policy and practice that it would only compensate LOA’s
9 for In Office Work; the Out of Office Work was to be performed by LOA’s on their own time
10 and was not recorded. This policy and practice applied to Plaintiffs and all other LOA’s who
11 were employed by Defendant throughout the country.

12 15. Plaintiffs were scheduled to work five (5) 8-hour In Office Work shifts per
13 workweek, for a total of 40 In Office Work hours per workweek. For instance, Plaintiff Sergio
14 Mayoral’s regular In Office Work schedule was from 8:30/9:00 a.m. to 4:30/5:00 p.m., Monday
15 through Friday. Attached hereto as Exhibit C is a true and correct copy of Sergio Mayoral’s In
16 Office Work hours from May 20, 2019 to January 24, 2020. Plaintiff Miguel Mayoral had the
17 same In Office Work schedule.

18 16. In addition to their In Office Work, Plaintiffs also performed approximately 20-
19 25 hours of Out of Office Work per workweek for which they were not compensated. This Out
20 of Office Work was primarily designed to general new loans, which included the following
21 activities:

- 22 • Attending open houses along with realtors to assist potential home buyers secure financing;
- 23 • Putting on weekly seminars for realtors about how advise prospective home buyers how to secure financing; and
- 24 • Attending networking events such as meetings with the local chamber of commerce.

25
26 17. Plaintiffs also performed work from home with the use of a laptop that was
27 provided by Defendant. This Out of Office Work was also not compensated by Defendant.
28

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

1 18. Plaintiffs are owed and demand to be paid approximately 20 hours of
2 uncompensated Out of Office Work hours per workweek during their employment with
3 Defendant.

4 19. Attached hereto as Exhibit D an example of the amount of wages owed is a true
5 and correct itemized pay statement for Plaintiff Sergio Mayoral for the pay period ending on
6 September 23, 2019. During the pay period from September 9, 2019 to September 23, 2019,
7 Plaintiff Sergio Mayoral worked 80.74 non-overtime In Office Work hours and .90 overtime In
8 Office Work hours. During that same period of time, he worked approximately 40 Out of Office
9 Work hours for which he was not compensated. More specifically, Plaintiff Sergio Mayoral
10 worked exactly 40 In Office Work hours during the workweek from September 16, 2019 to
11 September 22, 2019. He worked approximately 20 Out of Office Work hours during that same
12 week. He is thus owed, at least, \$450 in overtime wages for this specific workweek, not
13 including liquidated damages and other associated relief.

14 20. Attached hereto as Exhibit E an example of the amount of wages owed is a true
15 and correct itemized pay statement for Plaintiff Miguel Mayoral for the pay period ending on
16 November 21, 2019. During the pay period from November 11, 2019 to November 21, 2019,
17 Plaintiff Sergio Mayoral worked 72.06 non-overtime In Office Work hours and .35 overtime In
18 Office Work hours. During that period of time, from on or about November 11 through
19 November 24, he worked approximately 50 Out of Office Work hours for which he was not
20 compensated. More specifically, Plaintiff Sergio Mayoral worked approximately 40 In Office
21 Work hours during the workweek from November 11, 2019 to November 17, 2019. He worked
22 approximately 25 Out of Office Work hours during that same week. He is thus owed, at least,
23 \$571.88 in overtime wages for this specific workweek, not including liquidated damages and
24 other associated relief.

25 **COLLECTIVE AND CLASS ACTION ALLEGATIONS**

26 21. Plaintiffs reallege and incorporate by this reference all the paragraphs above in
27 this Complaint as though fully set forth herein.

28

22. Plaintiffs bring this action on behalf of themselves and all other similarly situated and typical employees as both a collective action under the FLSA and a class action under applicable state laws.

The FLSA Class

23. Plaintiffs bring this action on behalf of themselves and the following **FLSA Class (hereinafter referred to as “FLSA Class Members”)**:

All nonexempt hourly paid employees with the job title of Originating Loan Officer Assistant (LOA), or similar job title, employed by Defendants within the United States at any time during the relevant time period alleged herein.

24. With regard to the conditional certification mechanism under the FLSA, Plaintiffs are similarly situated to those they seek to represent for the following reasons, among others:

A. Defendant employed Plaintiffs as LOAs;

B. Defendant maintained a policy and practice of only compensating LOAs for their In Office Work; Defendants did not compensate LOAs for their Out of Office Work.

C. As a result Defendant’s policy and practice of not compensating LOAs for their Out of Office Work, Plaintiffs and all other similarly situated employees did not receive their full wages for all the compensable hours that they worked, and, where applicable, their overtime premium pay at one and one-half times the regular rate of pay for all hours worked over forty (40) hours in a workweek.

D. Upon information and belief, Defendants employ, and have employed, in excess of 1,000 putative FLSA Class Members within the applicable statute of limitations.

E. Plaintiffs have signed and filed a Consent to Sue with this Court contemporaneously herewith this complaint.

The State Law Class

25. Plaintiffs also bring this action on behalf of themselves and the following **Nevada Class (hereinafter referred to as “Nevada Class Members”)**:

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

All nonexempt hourly paid employees with the job title of Originating Loan Officer Assistant (LOA), or similar job title, employed by Defendants within the state of Nevada at any time during the relevant time period alleged herein.

A. The **Nevada Class** may be further subdivided into the following subclasses of similarly-situated and typical individuals based upon the divergent statute of limitations period for various claims asserted herein (collectively “the Subclasses” or “Subclass Members”):

Nevada Waiting Time Penalties Subclass: All Nevada Class Members who are former employees and who were employed at any time during the relevant time period alleged herein.

26. Class treatment is appropriate in this case for the following reasons:

A. The Nevada Class Is Sufficiently Numerous: Upon information and belief, Defendant employs, and has employed, in excess of 100 Nevada Class Members within the applicable statute of limitations. Because Defendant is legally obligated to keep accurate payroll records, Plaintiff alleges that Defendant’s records will establish the members of the Class as well as their numerosity.

B. Common Questions of Law and Fact Exist: Common questions of law and fact exist and predominate as to Plaintiffs and members of the Class, including, without limitation: Whether Defendants failed to compensate Plaintiffs and members of the Classes for all the hours that they worked.

C. Plaintiffs’ Claims are Typical to Those of Fellow Members of the Class: Plaintiffs’ claims are typical to those of the class they seek to represent. Plaintiffs performed work off the clock without compensation; and Defendants have not timely remitted all wages due and owing to Class Members who are former employees upon their termination.

D. Plaintiffs Are Adequate Representatives of the Class: Plaintiffs will fairly and adequately represent the interests of Class Members because Plaintiffs are members of the Class, they have common issues of law and fact with all members of the Classes, and their claims are typical to other Class Members.

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanbuck.com

1 E. A Class Action is Superior/Common Claims Predominate: A class action
2 is superior to other available means for the fair and efficient adjudication of this
3 controversy, since individual joinder of all members of the Class is impractical. Class
4 action treatment will permit a large number of similarly situated persons to prosecute their
5 common claims in a single forum simultaneously, efficiently, and without unnecessary
6 duplication of effort and expense. Furthermore, the expenses and burden of individualized
7 litigation would make it difficult or impossible for individual members of the Class to
8 redress the wrongs done to them, while an important public interest will be served by
9 addressing the matter as a class action. Individualized litigation would also present the
10 potential for inconsistent or contradictory judgments.

11
12 **FIRST CAUSE OF ACTION**

13 **Failure to Pay Overtime Wages in Violation of the FLSA, 29 U.S.C. § 207**

14 (On Behalf of Plaintiffs and all members of the FLSA Class Against Defendant)

15 27. Plaintiffs reallege and incorporate by reference all the paragraphs above in the
16 Complaint as though fully set forth herein.

17 28. 29 U.S.C. Section 207(a)(1) provides as follows: “Except as otherwise provided
18 in the section, no employer shall employ any of his employees who in any workweek is engaged
19 in commerce or in the production of goods for commerce, or is employed in an enterprise engaged
20 in commerce or in the production of goods for commerce, for a workweek longer than forty hours
21 unless such employee receives compensation for his employment in excess of the hours above
22 specified at a rate not less than one and one-half times the regular rate at which he is employed.”

23 29. By failing to compensate Plaintiffs and FLSA Class Members for their Out of
24 Office Work as described above, Defendant has failed to pay Plaintiffs and FLSA Class Members
25 overtime for all hours worked in excess of forty (40) hours in a week in violation of 29 U.S.C.
26 Section 207(a)(1).

27 30. Wherefore, Plaintiffs demand for themselves and for all others similarly situated,
28 that Defendant pay Plaintiffs and FLSA Class Members one and one-half times their regular rate

1 of pay (which must include all compensation received by Plaintiffs and members of the FLSA
2 Class), for all hours worked in excess of forty (40) hours a week during the relevant time period
3 together with liquidated damages, attorneys’ fees, costs, and interest as provided by law.

4 **SECOND CAUSE OF ACTION**

5 **Failure to Pay Wages for All Hours Worked Under Nevada Law**

6 (On Behalf of Plaintiffs and the Nevada Class Against Defendant)

7 31. Plaintiffs realleges and incorporates by this reference all the paragraphs above in
8 this Complaint as though fully set forth herein.

9 32. Nevada Revised Statutes (“NRS”) 608.140 provides that an employee has a private
10 right of action for unpaid wages.

11 33. NRS 608.016 entitled, “Payment for each hour of work; trial or break-in period
12 not excepted” states that: “An employer shall pay to the employee wages for each hour the
13 employee works. An employer shall not require an employee to work without wages during a trial
14 or break-in period.”

15 34. Nevada Administrative Code (“NAC”) 608.115(1), entitled “Payment for time
16 worked. (NRS 607.160, 608.016, 608.250)” states: “An employer shall pay an employee for all
17 time worked by the employee at the direction of the employer, including time worked by the
18 employee that is outside the scheduled hours of work of the employee.”

19 35. By failing to compensate Plaintiff and Nevada Class Members for their Out of
20 Office Work as described above, Defendant failed to pay Plaintiffs and Nevada Class Members
21 for all hours they worked.

22 36. Wherefore, Plaintiffs demand for themselves and for all members of the Nevada
23 Class, the payment of all wages at the applicable rate of pay during the relevant time period
24 alleged herein, together with attorneys’ fees, costs, and interest as provided by law.

25 **THIRD CAUSE OF ACTION**

26 **Failure to Pay Overtime Wages for All Hours Worked Under Nevada Law**

27 (On Behalf of Plaintiffs and the Nevada Class Against Defendant)

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

28

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

1 37. Plaintiffs realleges and incorporates by this reference all the paragraphs above in
2 this Complaint as though fully set forth herein.

3 38. NRS 608.140 provides that an employee has a private right of action for unpaid
4 wages.

5 39. NRS 608.018(1) provides as follows:

6 An employer shall pay 1 1/2 times an employee’s regular wage rate
7 whenever an employee who receives compensation for employment
8 at a rate less than 1 1/2 times the minimum rate prescribed pursuant
9 to NRS 608.250 works: (a) More than 40 hours in any scheduled
10 week of work; or (b) More than 8 hours in any workday unless by
11 mutual agreement the employee works a scheduled 10 hours per day
12 for 4 calendar days within any scheduled week of work.

13 40. NRS 608.018(2) provides as follows:

14 An employer shall pay 1 1/2 times an employee’s regular wage rate
15 whenever an employee who receives compensation for employment
16 at a rate not less than 1 1/2 times the minimum rate prescribed
17 pursuant to NRS 608.250 works more than 40 hours in any
18 scheduled week of work.

19 41. By failing to compensate Plaintiffs and Nevada Class Members for all their Out
20 of Office Work as described above, Defendant failed to pay Plaintiffs and Nevada Class Members
21 the overtime premium of 1 ½ times their regular rate of pay for all hours worked over 8 hours in
22 a workday and/or 40 in a workweek.

23 42. Wherefore, Plaintiffs demand for themselves, and for all members of the Nevada
24 Class, payment by Defendants at 1 ½ times their regular rate of pay (which must include all
25 compensation received by Plaintiffs and members of the FLSA Class) for all overtime pay owed
26 during the relevant time period alleged herein, together with attorneys’ fees, costs, and interest as
27 provided by law.

28 **FOURTH CAUSE OF ACTION**

Failure to Timely Pay All Wages Due and Owing Under Nevada Law

 (On Behalf of Plaintiffs and Nevada Waiting Time Subclass Against Defendant)

THERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thermanbuck.com www.thermanbuck.com

1 43. Plaintiffs realleges and incorporates by this reference all the paragraphs above in
2 this Complaint as though fully set forth herein.

3 44. NRS 608.140 provides that an employee has a private right of action for unpaid
4 wages.

5 45. NRS 608.020 provides that “[w]henever an employer discharges an employee, the
6 wages and compensation earned and unpaid at the time of such discharge shall become due and
7 payable immediately.”

8 46. NRS 608.040(1)(a-b), in relevant part, imposes a penalty on an employer who fails
9 to pay a discharged or quitting employee: “Within 3 days after the wages or compensation of a
10 discharged employee becomes due; or on the day the wages or compensation is due to an
11 employee who resigns or quits, the wages or compensation of the employee continues at the same
12 rate from the day the employee resigned, quit, or was discharged until paid for 30-days, whichever
13 is less.”

14 47. NRS 608.050 grants an “employee lien” to each discharged or laid-off employee
15 for the purpose of collecting the wages or compensation owed to them “in the sum agreed upon
16 in the contract of employment for each day the employer is in default, until the employee is paid
17 in full, without rendering any service therefor; but the employee shall cease to draw such wages
18 or salary 30 days after such default.”

19 48. By failing to pay Plaintiffs and Nevada Waiting Time Penalty Subclass Members
20 for all hours worked in violation of Nevada state law, Defendant has failed to timely remit all
21 wages due and owing to Plaintiffs and all members of Waiting Time Penalty Subclass.

22 49. Despite demand, Defendant willfully refuses and continues to refuse to pay
23 Plaintiffs and all members of the Waiting Time Penalty Subclass.

24 50. Wherefore, Plaintiffs demand 30 days wages under NRS 608.140 and 608.040,
25 and an additional 30 days wages under NRS 608.140 and 608.050, for all members of the Nevada
26 Waiting Time Penalty Subclass, together with attorneys’ fees, costs, and interest as provided by
27 law.

JURY DEMAND

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanbuck.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Plaintiffs hereby respectfully demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

Wherefore Plaintiffs, individually and on behalf of all Class Members and all others similarly situated, pray for relief as follows relating to their collective and class action allegations:

1. For an order conditionally certifying the action under the FLSA and providing notice to all FLSA Class Members so they may participate in the lawsuit;
2. For an order certifying this action as a class action on behalf of the proposed Classes and Subclass;
3. For an order appointing Plaintiffs as the Representatives of the Classes and Subclasses and for an order appointing their counsel as Class Counsel for each;
4. For damages according to proof for regular rate or minimum rate pay, whichever is higher, for all hours worked under both federal and state law;
5. For damages according to proof for overtime compensation for all overtime hours worked under both federal and state law;
6. For liquidated damages;
7. For waiting time penalties;
8. For interest as provided by law at the maximum legal rate;
9. For reasonable attorneys’ fees authorized by statute;
10. For costs of suit incurred herein;
11. For pre-judgment and post-judgment interest, as provided by law, and
12. For such other and further relief as the Court may deem just and proper.

DATED: March 16, 2021

THIERMAN BUCK LLP

s/ Joshua D. Buck
Mark R. Thierman

THIERMAN BUCK LLP
7287 Lakeside Drive
Reno, NV 89511
(775) 284-1500 Fax (775) 703-5027
Email info@thiermanbuck.com www.thiermanbuck.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Joshua D. Buck
Leah L. Jones
Joshua R. Hendrickson

Attorneys for Plaintiff