UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Case No. 1:11-cv-04374-PGG

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COMPLAINT

[redacted]

Plaintiff,

PLAINTIFF DEMANDS
A TRIAL BY JURY

- against -

FIREMAN'S FUND INSURANCE COMPANY, and
HAROLD FOWLKES, *Individually,*

Defendants.

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Plaintiff, [redacted] by her attorneys, PHILLIPS & PHILLIPS, Attorneys at Law, PLLC, hereby complains of the Defendants, upon information and belief, as follows:

NATURE OF THE CASE

1. Plaintiff complains pursuant to Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII"), and the New York City Human Rights Law, New York City Administrative Code § 8-107 *et. seq.* ("NYCHRL"), and seeks damages to redress the injuries **Plaintiff has suffered as a result of being discriminated against, retaliated against, and ultimately terminated by her employer due to her religion (Judaism).**

2. Plaintiff was also retaliated against by her employer for **complaining of widespread and rampant discrimination on the basis of race,** in violation of Title VII and the NYCHRL.

JURISDICTION AND VENUE

3. Jurisdiction of this Court is proper under 42 U.S.C. § 2000e-5(f)(3), 29 U.S.C. § 626(c), and 28 U.S.C. §§ 1331 and 1343.

4. This Court has supplemental jurisdiction over the claims of Plaintiff brought under state law pursuant to 28 U.S.C. § 1367.

5. Defendants maintain sufficient contacts with the Southern District of New York to make venue appropriate in this Court pursuant to 28 U.S.C. § 1391.

PROCEDURAL PREREQUISITES

4. On or about February 19, 2009, Plaintiff filed charges of discrimination upon which this Complaint is based with the Equal Employment Opportunities Commission ("EEOC").

5. On or about March 30, 2011, the EEOC issued a letter of determination, in which it stated that, "**based on documentary and testimonial evidence, the Commission has determined there is reasonable cause to believe that Charging Party was terminated by Respondent on the basis of her religion . . . There is reasonable cause to believe Charging Party was subjected to different terms and conditions of employment, and was terminated by Respondent on the basis of her religion, in violation of Title VII**."

6. Plaintiff received a Notice of Right to Sue from the EEOC, dated May 26, 2011, with respect to the herein charges of discrimination. A copy of the Notice is annexed hereto.

7. This Action is being commenced within 90 days of receipt of said Right to Sue.

PARTIES

8. That at all times relevant hereto, Plaintiff [redacted] ("[redacted] is a resident of the State of New York and County of Nassau.

9. **Plaintiff [redacted] is a 43-year-old Caucasian Jewish woman.**

10. That at all times relevant hereto, Defendant FIREMAN'S FUND INSURANCE COMPANY ("FIREMAN'S FUND") was and is a foreign business corporation, with its corporate headquarters located at 777 San Marin Dr., Novato, CA 94998.

11. That at all times relevant hereto, Defendant FIREMAN'S FUND maintains offices within the State of New York, located at One Chase Manhattan Plaza, 37th Floor, New York, New York 10005.

12. That at all times relevant hereto, Defendant FIREMAN'S FUND is owned and managed by Allianz SE, headquartered in Munich, Germany.

13. That at all times relevant hereto, Plaintiff [redacted] was an employee of Defendant FIREMAN'S FUND.

14. That at all times relevant hereto, Defendant HAROLD FOWLKES ("FOWLKES") was and is a resident of the State of New York.

15. **Defendant FOWLKES is an African-American Christian man.**

16. That at all times relevant hereto, Defendant FOWLKES was and is an employee of Defendant FIREMAN'S FUND.

17. That at all times relevant hereto, Defendant FOWLKES held the position of "Vice President, Northeast Region" at Defendant FIREMAN'S FUND.

18. That at all times relevant hereto, Defendant FOWLKES was Plaintiff [redacted] supervisor and/or held supervisory authority over Plaintiff [redacted]

19. Defendant FIREMAN'S FUND and Defendant FOWLKES are collectively referred to herein as "Defendants."

MATERIAL FACTS

20. On or about February 4, 2008, Plaintiff [redacted] began working for Defendant FIREMAN'S FUND as an "Underwriter Specialist."

21. Plaintiff earned $140,000 per year in salary plus additional benefits at the time of termination.

22. At all times relevant hereto, Plaintiff [redacted] was an exemplary employee.

23. **From on or about February 4, 2008 through on or about October 3, 2008, Plaintiff [redacted] always received compliments for her work performance, was never reprimanded, and got along well with all of her co-workers**.

24. In fact, as a result of her experience and excellent performance, **on or about February 12, 2008, Plaintiff [redacted] received a promotion** to the position of "Specialty Field Underwriting Director," where she was responsible for managing two branch offices in New York City and Long Island, twelve employees, $45,000,000 in written premium, and approximately 250 broker relationships.

25. Furthermore, **in or about mid-July 2008, Plaintiff [redacted] received a positive performance evaluation from Defendant FOWLKES**, in which he stated that Plaintiff [redacted] was "doing a good job refocusing her team and that 2008 was going to be a rebuilding year and to gear up for a better 2009."

26. During this same meeting, Defendant FOWLKES specifically told Plaintiff [redacted] that, "if you don't hear from me, then everything is OK." As Plaintiff [redacted] hardly

ever heard from Defendant FOWLKES, she took this to mean that there were no complaints with regard to her performance.

Discrimination and Retaliation on the Basis of Religion

27. However, everything changed after Plaintiff [redacted] took time off to observe the Jewish High Holidays, Rosh Hashanah and Yom Kippur.

28. **Upon learning that Plaintiff [redacted] was Jewish, Defendant FOWLKES immediately changed his attitude and started to treat Plaintiff [redacted] completely differently than he did before.**

29. On or about September 15, 2008, Plaintiff [redacted] notified Defendant FOWLKES and his assistant, Margaret Concepcion, that she would be out of the office on September 30, 2008 and October 1, 2008 to observe the Jewish High Holiday of Rosh Hashanah, and would be leaving at 3:30 pm on October 8, 2008 and would be out on October 9, 2009 to observe the Jewish High Holiday of Yom Kippur.

30. Rather strangely, on or about September 23, 2008, only one week later, Defendant FOWLKES requested that Plaintiff [redacted] specifically meet with him on the morning of September 30, 2008.

31. When Plaintiff reminded him that she would be out for Rosh Hashanah, he then asked to meet with her during the afternoon of September 20, 2008, which she again reminded him would not work because she would be out the entire day.

32. Completely ignoring Plaintiff [redacted] religious beliefs, Defendant FOWLKES proceeded to ask her if she could meet on October 1, 2008.

33. Confused and perplexed, Plaintiff [redacted] again reminded him that she would still be

observing Rosh Hashanah and would not be returning until October 3, 2008.

34. **On or about October 3, 2008, upon returning from Rosh Hashanah, Plaintiff [redacted] met with Defendant FOWLKES and immediately noticed that Defendant FOWLKES' entire attitude and demeanor toward Plaintiff [redacted] changed and was completely different than before she took off for Rosh Hashanah.**

35. By way of example, Defendant FOWLKES was much more forceful with Plaintiff [redacted] and cursed significantly more at her, as if he was angry with Plaintiff [redacted] for observing the Jewish holidays.

36. Specifically on one occasion after taking her religious holiday during a conversation relating to "agency management planning" Defendant FOWLKES said he "(Defendant [redacted] **"I don't give a fuck what your team thinks this is what I want to fucking do, and that's what they are going to fucking do, if they don't want to fucking do it, I will fire every last fucking one of them".**

37. Defendant FOWLKES would not even look at Plaintiff [redacted] and acknowledge her presence when they were in meetings or other company functions due to her religion.

38. Plaintiff [redacted] also started to realize that **Defendant FOWLKES was treating her completely different than he treated all the other employees who were not Jewish.**

39. It was clear and apparent that **Defendant FOWLKES was treating Plaintiff [redacted] differently solely due to her religion, as no other non-Jewish employee experienced the same issues upon returning from a religious holiday.**

40. Later that same day, on or about October 3, 2008, Plaintiff [redacted] feelings and beliefs were only reinforced when Defendant FOWLKES randomly sent her an email, which began, '[redacted] I just realized that I had this email in draft and did not send it to

you."

41. In this email, Defendant FOWLKES arbitrarily accused Plaintiff [redacted] of taking extra long lunches with a subordinate. **These allegations were completely false and fabricated.**

42. **Defendant FOWLKES only accused Plaintiff [redacted] of taking long lunches with a subordinate because she took off for the Jewish holidays, as Defendant FOWLKES never even reprimanded Plaintiff [redacted] before she left to observe the Jewish holidays.**

43. **It appeared to Plaintiff [redacted] that Defendant FOWLKES was starting to fabricate evidence as a way to set Plaintiff [redacted] up for termination**.

44. However, Plaintiff [redacted] was apprehensive to report Defendant FOWLKES' discriminatory and unlawful behavior out of fear of losing her job.

45. Although she was nervous to do so, on or about October 8, 2008, Plaintiff [redacted] met with Defendant FOWLKES to remind him that she would be observing Yom Kippur starting that evening, her Blackberry would be off, and she would be returning on October 10, 2008.

46. On or about October 10, 2008, when Plaintiff [redacted] returned to the office after Yom Kippur, she received an email from Defendant FOWLKES that he had emailed her the day before, on or about October 9, 2008, asking that Plaintiff [redacted] get back to him ASAP. **This was rather suspicious, as Plaintiff [redacted] had personally spoken to Defendant FOWLKES only one day earlier, and reminded him that she would be observing Yom Kippur, and therefore would not have access to email.**

47. **This was merely another obvious attempt to single out Plaintiff [redacted] and**

reprimand her for frivolous reasons solely because she was Jewish and observed the Jewish holidays.

48. As such, Plaintiff [redacted] asked Defendant FOWLKES to give her a couple of days to get back to him since she was out of the office and needed to catch up, to which he replied, "No problem."

49. On or about October 15, 2008, Plaintiff [redacted] met with Defendant FOWLKES in his office and answered each of the questions he posed in his October 9, 2008 email. **Defendant FOWLKES never mentioned during this meeting that there were any problems with Plaintiff [redacted] work performance**.

50. Although Plaintiff [redacted] had already answered all of his questions during their meeting, the next day, on or about October 16, 2008, Defendant FOWLKES awkwardly sent Plaintiff [redacted] a mean-spirited email demanding that Plaintiff [redacted] immediately get back to him regarding his requests. **This was clearly solely done in retaliation for observing the Jewish holidays, as Defendant FOWLKES never acted in this fashion towards Plaintiff [redacted] before she took off for the Jewish holidays.**

51. Plaintiff [redacted] was flabbergasted by the difference in the way Defendant FOWLKES treated a Jewish employee compared to the way he treated non-Jewish employees.

52. Nevertheless, on or about October 17, 2008, Plaintiff [redacted] sent a very detailed email to Defendant FOWLKES reiterating everything that was discussed at their October 15, 2008 meeting. **Plaintiff [redacted] never received any response to this email**.

53. On or about October 22, 2008, Plaintiff [redacted] sent Defendant FOWLKES an email with an updated Agency/Broker Plan, which was three days ahead of schedule. **Plaintiff**

never received any response to this email.

54. On or about October 30, 2008, at Defendant FOWLKES' request, Plaintiff sent an email to Defendant FOWLKES advising him of the progress of three newly hired employees. **Plaintiff never received any response to this email.**

55. **On or about November 6, 2008, without any warning, Plaintiff employment was suddenly terminated for "not doing her job."**

56. This was certainly religious discrimination, as Plaintiff was never once told that she was "not doing her job" prior to being suddenly terminated.

57. This reason is undoubtedly pretext, as Defendants have yet to provide Plaintiff with any evidence or further explanation regarding the reason for her termination.

58. Plaintiff felt offended, disturbed, and humiliated by the blatantly unlawful and discriminatory termination.

59. **Defendant FOWLKES did not like the fact that Plaintiff was Jewish, and thus began a discriminatory campaign against her, ultimately ending with the termination of her employment**.

Discrimination and Retaliation on the Basis of Race

60. During her tenure with Defendants, Plaintiff also observed numerous acts that she believed constituted discrimination on the basis of race. Specifically, Defendant FOWLKES treated African Americans better than non-African Americans.

61. Plaintiff first learned of Defendant FOWLKES racially discriminatory ways on or about February 20, 2008, after two excellent Underwriters in Plaintiff group, a Caucasian male and a Caucasian female, both gave notice that they were

resigning due to being underpaid.

62. More specifically, Defendant FOWLKES refused to give them both salary increases or promotions commensurate with their experience, although their prior manager, Jeannette Wise Mantel, also a Caucasian female, tried very hard to get them both raises and promotions.

63. On or about March 10, 2008, Plaintiff [redacted] learned that Beverly McGill, an African-American female, received the largest raise and bonus in the department for no apparent reason.

64. To make matters worse, while Defendant FOWLKES refused to give any of the Caucasian employees salary increases or promotions, on or about April 14, 2008, he instructed Plaintiff [redacted] to go to Human Resources and request that Ms. McGill's salary be increased again by $10,000. **While Ms. McGill was not the most experienced or most successful Underwriter in the department, she was now the highest paid Underwriter in the department.**

65. Moreover, although the aforementioned procedure normally takes at least three weeks, Defendant FOWLKES made sure to get Ms. McGill's salary increase approved within four days.

66. In or about late June 2008**,** Defendant FOWLKES hired Franz Beague, an African-American man, as an Underwriting Specialist in Plaintiff [redacted] group, with a salary of $125,000, making Mr. Beague the highest paid Underwriter in Plaintiff [redacted] group with the next highest being Ms. McGill, also African-American.

67. Quite suspiciously, although Mr. Beague was hired to work in Plaintiff [redacted] group, Defendant FOWLKES unilaterally hired Mr. Beague without consulting with

Plaintiff [redacted] without advising Plaintiff [redacted] that he was looking for another Underwriter and without telling Plaintiff [redacted] that he made Mr. Beague a job offer.

68. In fact, Plaintiff [redacted] never met Mr. Beague until after Defendant FOWLKES had already hired him.

69. **As a result, in or about late June 2008, Plaintiff [redacted] visited Defendant FOWLKES and complained that the salaries of Caucasian employees were all significantly less than the salaries of similarly situated African-American employees**.

70. Defendant FOWLKES wholly ignored Plaintiff [redacted] complaint of discrimination and **on or about November 6, 2008, without any warning, Plaintiff [redacted] employment was suddenly terminated for "not doing her job."**

71. The above are just some of the acts of harassment, discrimination and retaliation that Plaintiff [redacted] experienced on a regular and continual basis while employed by Defendant FIREMAN'S FUND.

72. **On or about November 6, 2008, Plaintiff [redacted] was terminated from her position with Defendant FIREMAN'S FUND on the basis of her religion, for exercising her religious rights, and for complaining of race-based discrimination.**

73. **Defendants treated Plaintiff [redacted] different solely because she was Jewish, observed the Jewish holidays, and complained about race-based discrimination.**

74. **But for the fact that the Plaintiff [redacted] was Jewish, observed the Jewish High Holidays, and complained of race-based discrimination, Defendants would not have treated her different and would not have terminated her employment.**

75. Defendant FIREMAN'S FUND **had knowledge of and/or acquiesced in** the discrimination, harassment, and retaliation of Plaintiff [redacted]

76. Plaintiff has been unlawfully discriminated against, was humiliated, retaliated against, has been degraded and belittled; and as a result suffers loss of rights, emotional distress, loss of income, earnings and physical injury.

77. Plaintiff's performance was, and is, upon information and belief, above average during the course of employment with the Defendants.

78. Defendants' actions and conduct were intentional and intended to harm the Plaintiff.

79. As a result of Defendants' actions, Plaintiff feels extremely humiliated, degraded, victimized, embarrassed, and emotionally distressed.

80. As a result of the acts and conduct complained of herein, Plaintiff has suffered a loss of income, the loss of a salary, bonus, benefits, and other compensation which such employment entails, and Plaintiff has also suffered future pecuniary losses, emotional pain, suffering, inconvenience, loss of enjoyment of life, and other non-pecuniary losses. Plaintiff has further experienced severe emotional and physical distress.

81. As a result of the above, Plaintiff has been damaged in an amount which exceeds the jurisdiction limits of the Court.

82. Defendants' conduct has been malicious, willful, outrageous, and conducted with full knowledge of the law. As such, the Plaintiff demands Punitive Damages as against all Defendants, jointly and severally.

AS A FIRST CAUSE OF ACTION
FOR DISCRIMINATION UNDER TITLE VII
(Not Against Individual Defendant)

83. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

84. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section(s) 2000e et seq., for relief based upon the unlawful employment practices of the above-named Defendants. Plaintiff complains of Defendants' violation of Title VII's prohibition against discrimination in employment based, in whole or in part, upon an employee's religion and/or race.

85. Defendants engaged in unlawful employment practices prohibited by 42 U.S.C. §2000e et seq., by discriminating against Plaintiff because of her religion and race.

AS A SECOND CAUSE OF ACTION
FOR DISCRIMINATION UNDER TITLE VII
(Not Against Individual Defendant)

86. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.

87. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-3(a) provides that it shall be unlawful employment practice for an employer:

"(1) to . . . discriminate against any of his employees . . . because [s]he has opposed any practice made an unlawful employment practice by this subchapter, or because [s]he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this subchapter."

88. Defendants engaged in unlawful employment practice prohibited by 42 U.S.C. §2000e et seq. by discriminating against Plaintiff with respect to the terms, conditions or privileges of employment because of her opposition to the unlawful employment practices of Defendants.

AS A THIRD CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE

89. Plaintiff repeats, reiterates and realleges each and every allegation made in the above

paragraphs of this Complaint as if more fully set forth herein at length.

90. The Administrative Code of City of NY § 8-107 [1] provides that "It shall be an unlawful discriminatory practice: (a) For an employer or an employee or agent thereof, because of the actual or perceived age, race, creed, color, national origin, gender, disability, marital status, sexual orientation or alienage or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment."

91. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(1)(a) by creating and maintaining discriminatory working conditions, and otherwise discriminating against Plaintiff because of her religion and race.

AS A FOURTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE

92. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.

93. The New York City Administrative Code Title 8, §8-107(6) provides that it shall be unlawful discriminatory practice: "For any person to aid, abet, incite, compel; or coerce the doing of any of the acts forbidden under this chapter, or attempt to do so."

94. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(6) by aiding, abetting, inciting, compelling and coercing the above discriminatory, unlawful and retaliatory conduct.

AS A FIFTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE

95. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.

96. The New York City Administrative Code Title 8, §8-107(7) provides that it shall be unlawful discriminatory practice: "For an employer . . . to discharge . . . or otherwise discriminate against any person because such person has opposed any practices forbidden under this chapter. . ."

97. Each of the Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(7) by discriminating against Plaintiff because of Plaintiff's opposition to the unlawful employment practices of Plaintiff's employer.

AS A SIXTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE

98. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.

99. New York City Administrative Code Title 8-107(19) Interference with protected rights. It shall be an unlawful discriminatory practice for any person to coerce, intimidate, threaten or interfere with, or attempt to coerce, intimidate, threaten or interfere with, any person in the exercise or enjoyment of, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected pursuant to this section.

100. Defendants violated the section cited herein as set forth.

AS A SEVENTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE

101. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.

102. New York City Administrative Code Title 8-107(13) Employer liability for discriminatory conduct by employee, agent or independent contractor.

a. An employer shall be liable for an unlawful discriminatory practice based upon the conduct of an employee or agent which is in violation of any provision of this section other than subdivisions one and two of this section.

b. An employer shall be liable for an unlawful discriminatory practice based upon the conduct of an employee or agent which is in violation of subdivision one or two of this section only where:

1. the employee or agent exercised managerial or supervisory responsibility; or

2. the employer knew of the employee's or agent's discriminatory conduct, and acquiesced in such conduct or failed to take immediate and appropriate corrective action; an employer shall be deemed to have knowledge of an employee's or agent's discriminatory conduct where that conduct was known by another employee or agent who exercised managerial or supervisory responsibility; or

3. the employer should have known of the employee's or agent's discriminatory conduct and failed to exercise reasonable diligence to prevent such discriminatory conduct.

c. An employer shall be liable for an unlawful discriminatory practice committed by a person employed as an independent contractor, other than an agent of such employer, to carry out work in furtherance of the employer's business enterprise only where such discriminatory conduct was committed in the course of such employment and the employer had actual knowledge of and acquiesced in such conduct.

100. Defendants violated the section cited herein as set forth.

INJURY AND DAMAGES

101. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer the loss of a career and the loss of a salary, bonuses, benefits and other compensation which such employment entails, out-of-pocket medical expenses and Plaintiff has also suffered future pecuniary losses, emotional pain, suffering, inconvenience, injury to her reputation, loss of enjoyment of life, and other non-pecuniary losses. Plaintiff has further experienced severe emotional and physical distress.

JURY DEMAND

102. Plaintiff [redacted] demands a trial by jury.

WHEREFORE, Plaintiff respectfully requests a judgment against the Defendants:

A. Declaring that Defendants engaged in unlawful employment practice prohibited by Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et. seq.* and The New York City Administrative Code, §8-107 *et. seq.*, and that Defendants discriminated against, and retaliated against, Plaintiff on the basis of her religion and race;

B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendants' unlawful discrimination and retaliation and to otherwise make her whole for any losses suffered as a result of such unlawful employment practice;

C. Awarding Plaintiff compensatory damages for mental, emotional and physical injury, distress, pain and suffering and injury to her reputation in an amount to be proven;

D. Awarding Plaintiff punitive damages;

E. Awarding Plaintiff attorneys' fees, costs, and expenses incurred in the prosecution of the action;

F. Awarding Plaintiff such other and further relief as the Court may deem equitable, just and proper to remedy the Defendants' unlawful employment practices.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally in an amount to be determined at the time of trial plus interest, punitive damages, attorneys' fees, costs, and disbursements of action; and for such other relief as the Court deems just and proper.

Dated: New York, New York
June 15, 2011

PHILLIPS & PHILLIPS,
ATTORNEYS AT LAW, PLLC

_____/s/_____

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