THE HONORABLE JULIA GARRATT
Noted for Hearing: December 14, 2018
Without Oral Argument

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR KING COUNTY

KRIS HARDIE, individually and on behalf of all others similarly situated, Plaintiffs, v. BEST PARKING LOT CLEANING INC., a Washington Corporation, Defendant.	No. 17-2-27730-4 KNT PLAINTIFF'S REPLY IN SUPPORT OF MOTION FOR CLASS CERTIFICATION

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I. INTRODUCTION

The dispositive issue here is whether the challenged wage and hour policies and practices of Best Parking Lot Cleaning Inc. ("Defendant"), are common to approximately 120 drivers. Defendant opposes class certification claiming: 1) Plaintiff "appear[s] to have identified only five former employees" in the proposed Class; 2) Plaintiff's claims "are not typical of the proposed class because [he] has already been compensated . . . [and] released Defendant"; and 3) Class certification is inappropriate because of "individualized inquiries" relating to meal and rest breaks. Defendant's Opposition to Plaintiffs' Motion for Class Certification ('Opposition") at 1. Defendant's arguments do not overcome Plaintiffs' evidence, especially under Washington's liberal class certification standard. Indeed, Plaintiff's claims for unpaid wages related to overtime, travel time, off-the-clock work, and rest and meal breaks are well suited for class-wide resolution.

II. RELEVANT FACTS ON REPLY

A. Undisputed Facts.

The Parties do not dispute that:

- The proposed Class consists of approximately 120 current and former Washington-based drivers of Defendant[1];
- Defendant's drivers perform prevailing wage work[2];
- Defendant's employee handbook applies to all drivers[3];

[1] Dkt. No. 52, ¶ 3.
[2] Declaration of Rebecca Craig in Opposition to Plaintiff's Motion for Class Certification ("Craig Decl.") at 2:1-3.
[3] Dkt. No. 52, Ex. 1 at 17:14-15.

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- Defendant's purported "4/10 Agreements" apply to all drivers[4];
- Defendant's overtime, travel time, meal and rest break, and pre-op / post-op work policies and practices apply to all drivers[5];
- Defendant's policy and practice regarding meal and rest breaks was to have drivers take breaks at their own initiative[6];

B. Defendant Has No Policy or Practice to Ensure Drivers Take Rest Breaks.

Defendant admits it "relies on the drivers to self-regulate when they take their rest breaks." Opposition at 5. Until about February 2018, Defendant took no active measure to ensure that drivers take rest breaks. Dkt. No. 52, Ex. 1 at 59:17-60:12. Since February 2018, Defendants have held monthly mandatory meetings to discuss this lawsuit and rest breaks with current employees. Cairns Decl., Ex. 1 at 62:11-14; 78:15-79:20.

Defendant's handbook provides as follows:

> <u>Rest and Meal Periods</u>
>
> All nonexempt employees receive a 10 minute paid rest break for each four hours of working time. Ideally, a break will occur near the midpoint of each four hour work period, but travel time to, or between jobs constitutes a break for non-drivers. Break periods shall not be used to extend a lunch period, work overtime, or leave early. If you have down time on your paperwork a break will be taken from your time.

Dkt. No. 52, Ex. 5 at 7. By definition, this policy applies to all proposed Class members. Defendant does not schedule rest breaks. *Id.*, Ex. 1 at 95:2-4. Defendant does not ensure rest breaks are taken and deducts "down time" from hours worked – which would be illegal since rest breaks are "on the employer's time," as set forth *infra* at §III.B.

[4] Id. at 127:4-23.
[5] Id.at 47:22-25; 48:3-19; Ex. 4 at 18-19.
[6] Opposition at 5.

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Defendant admits "schedules are tied to how long it takes them to complete the work rather than having a specific quitting time." Opposition at 6.

C. Plaintiff Has Not Waived or Released Any Present Claims.

Defendant argues Plaintiff released it from all claims. Opposition at 23. Plaintiff signed only a limited release:

( ) Did Not Receive Final Pay Check	( ) Unpaid Travel Time
( ) Received NSF (Bad) or Acct. Closed Check	( ) Unpaid Vacation
( ) Unpaid Agreed Wage	( ) Hours Worked But Not Paid
(X) Unauthorized Deductions	( ) Unpaid Overtime
(X) Prevailing Wage **I-405 NE 6th St to I-5 Widening and Express Toll Lane Project**	( ) Unpaid Commission
	( ) Unpaid Minimum Wage
	( ) Other *[specify]*

GROSS WAGE AMOUNT:	$10,222.83
ITEMIZED LEGAL DEDUCTIONS FWH:	-$2,552.71
Social Security:	-$633.82
Medicare:	-$148.23
Other *[L&I]*:	-$0.00
Other *[other]*:	-$200.00
NET WAGE AMOUNT:	$6,688.07

Attorney-Client Privilege

This release is not intended to release or waive any other claims I may have against Best Parking Lot Cleaning Inc. I understand I have the right to consult with an attorney before I sign this document.

Craig Decl., Ex. A. The limited release states it applies "specifically" to "amount owed due to the reason(s)" checked. It "is not intended to release or waive any other claims [Hardie] may have against Best Parking Lot Cleaning Inc." Further, none of the issues presented in this action were addressed – let alone resolved – by that investigation by the Department of Labor and Industries ("LNI").[7]

Thus, Plaintiff only signed a release limited "prevailing wage" claims from January 1, 2014, through September 5, 2015, for the I-405 project and unlawful deductions in the amount of $200.00. The check boxes for other claims are conspicuously unchecked, including: "unpaid

[7] Ms. Craig's declaration includes hearsay and statements made without any foundation and Plaintiff moves to strike such inadmissible testimony. *See* Cairns Decl., Ex.4.

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travel time," "hours worked but not paid," "unpaid overtime," and "unpaid agreed wage." These claims were not released.

III. REPLY ARGUMENT

A. Defendant's Declarations Do Not Defeat Any Element of Class Certification and Should be Discounted.

Defendant has submitted numerous declarations from current at-will employees. They only address two elements under CR 23: (1) Plaintiff's adequacy as a Class Representative and (2) whether the rest break claim is sufficiently common/predominant for the proposed Class. *See* Opposition at 24. As such, they do not discount Plaintiff's evidence that he has met the other elements under CR 23 as to the other claims. Moreover, the declarations should be discounted because they are the product of inherent employer coercion. Finally, as above, the declarations actually evidence Defendant's policy of relying on drivers to "self-regulate" rest breaks and take no proactive measure to ensure they get and are paid for rest breaks is common and uniform to the proposed Class, which support certification.

Courts are aware of the unequal balance of power that exists in an employer-employee relationship. This imbalance takes on a great significance in litigation, especially with respect to the undue influence an employer may exert on its employees. "Where the defendant is the current employer of . . . class members who are at-will employees, the risk of coercion is particularly high; indeed, there may in fact be some *inherent coercion* is such a situation." *Bublitz v. E.I. duPont de Nemours & Co.*, 196 F.R.D. 545, 548 (S.D. Iowa 2000) (emphasis added); *see also Abdallah v. Coca-Cola Co.*, 186 F.R.D. 672, 678 (N.D. Ga. 1999).

For these reasons, courts frequently "discount" declarations obtained by employers of at-will employees. *See, e.g.*, *Morden v. T-Mobile USA, Inc.*, 2006 WL 2620320 (W.D. Wash.

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Sept. 12, 2006) (declining to consider 99 declarations of current employees "because of the risk of bias and coercion inherent in that testimony."); *Jenson v. Eveleth Taconite Co.*, 139 F.R.D. 657, 664 (D. Minn. 1991) ("It is, of course, unlikely that potential class members would be unanimously supportive when most potential class members have an interest in maintaining amicable relationships at work."); *Rainbow Grp., Ltd. v. Johnson*, 990 S.W.2d 351, 357 n. 5 (Tex. App. 1999) (current employees who signed declarations in support of employer likely "feared professional consequences of not signing.").

Here, all the drivers who submitted declarations in support of Opposition are at-will. Dkt. No. 52, Ex. 5 at 5. They should be discounted because of the coercion inherent in their production. Defendant employs or has an ongoing business relationship with 46 of 50 declarants. Cairns Decl., Ex. 3 (Chart). Many declarants testified that Rebecca Craig, the owner, initiated contact. *Id*. Defendant held monthly "captive audience"[8] meetings to broadcast its position since February 2018. Cairns Decl., Ex. 1 at 70:4-6, 78:17-24. These meetings have given Defendant a bully pulpit from which to secure its at-will employees' compliance with Defendant's objectives. *See id.* at 60:22-61:25. The Washington Supreme Court has warned about this specific form of class action abuse: "The potential abuses of the class action process include . . . exertion of undue influence on class members to opt out, and misrepresentations creating false impressions of the action and the court's rule." *Darling v. Champion Home Builders Co.*, 96 Wash. 2d 701, 706, 638 P.2d 1249, 1252 (1982). "Defendants and their

[8] *See N. L. R. B. v. United Steelworkers of Am., CIO*, 357 U.S. 357, 368, 78 S. Ct. 1268, 1274, 2 L. Ed. 2d 1383 (1958) (" . . . classic captive audience. At the very moment the employees in this case were under the greatest degree of control by their employer, they were forced to listen to denunciations . . .").

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counsel . . . may not give false, misleading, or intimidating information, conceal material information, or attempt to influence the decision about whether to request exclusion from a class certified under Rule 23(b)(3)." ANN. MANUAL COMPLEX LIT., § 21.12 (4th ed.).

Other evidence shows the declarations should be discounted. For example, every dated declaration was signed between November 16-20, 2018. Cairns Decl. ¶ 5, Ex. 3. All but three Declarations with signature location were signed in or near Defendant's shop. Cairns Decl., Ex. 3. Other irregularities reek of undue influence. *See generally id*.

Even if there were no coercion present, and they are otherwise valid, the declarations are largely immaterial and do not bear on any element of class certification. Only one of the declarations addresses overtime. Cairns Decl., Ex. 3. No declaration addresses travel time. *Id*. Only one references pay for pre-op and post-op time. *Id*. Defendant largely does not address the relevance of the declarations. Only 16 of the 50 declarations are cited for any reason in Defendant's Opposition. *Id*. In general, they all concern Defendant's uniform break policy. But breaks are not the only issue in this lawsuit.

Finally, Defendant's declarations are full of conclusory factual statements, *ad hominem* attacks on Plaintiff, and inaccurate legal statements. For example, 40 of declarants state that Defendant does not owe them money. *Id*. However, the declarants misunderstand the claims in this lawsuit and Washington meal and rest break laws. And the statements about Plaintiff are without foundation and inaccurate. *See generally* Declaration of Kris Hardie in Reply to Motion for Class Certification ("Hardie Decl.").

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Overall, Defendant's declarations shed no light on whether this suit should be certified as a class action. To the extent the declarations do address issues related to the number of breaks or damages in this case, the testimony, if admissible, can be presented at trial.

B. Washington's Meal and Rest Break Laws.

Defendant argues "employees need not be given an uninterrupted 10-minute rest period when the nature of the work allows intermittent rest periods equal to ten minutes during each four hours of work," and that Plaintiff "incorrectly assume[s] that every driver is entitled to be completely relieved of duty for ten-minute blocks of time." Opposition at 16-17. Defendant does not argue how or why the nature of its employees' work permits intermittent breaks. In fact, it argues the opposite: "Employee Handbook states that employees are entitled to *a ten-minute paid rest break* every four hours." Opposition at 16 (emphasis added). Defendant admits it does nothing to ensure that its employees take rest breaks. Dkt. No. 52, Ex. 1 at 95:2-4. Defendant argues that it "relies on the drivers to self-regulate when they take their rest breaks." Opposition at 5.

Defendant's position is impermissible. Indeed, Washington courts have consistently interpreted the plain language of WAC 296-196-092 to impose "a mandatory obligation on the employer." *Demetrio v. Sakuma Bros. Farms, Inc*., 183 Wn.2d 649, 658, 355 P.3d 258 (2015) quoting *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 688, 267 P.3d 383 (2011); *see also Wingert v. Yellow Freight Sys., Inc.*, 146 Wn.2d 841, 852, 50 P.3d 256 (2002). "It is not enough for an employer to simply schedule time throughout the day during which an employee can take a break if he or she chooses. Instead, employers must affirmatively promote meaningful break time." *Demetrio*, 183 Wn.2d at 658 (citations omitted).

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An employer who puts employees "in a situation where they could not take their breaks" is in violation of this obligation. *Wash. State. Nurses Ass'n v. Sacred Medical Center*, 175 Wn.2d 822, 831, 287 P.3d 516 (2012). When employees are not provided with the mandated rest period, their workday is extended by 10 minutes, and they are entitled to compensation for that time. *Id*. at 829 (citing *Wingert*, 146 Wn.2d at 849).

Here, Defendant's explanation of its rest break policy underscores why class certification of rest break claims is appropriate. For example, drivers appear to believe they are taking a rest break when they appear to be "working." See, e.g., Dkt. Nos. 75-89, 91-105, 107-126. Here, it does not appear these drivers were relieved of their duties during their "breaks." Moreover, Defendant is unable to determine if rest breaks are taken, has no policy to report missed rest breaks, and fails to compensate drivers for missed rest breaks. Moreover, "[m]ost of the employees' schedules are tied to how long it takes them to complete the work rather than having a specific quitting time." Opposition at 6. By Defendant's own admission, if an employee gets done with a job early, the shift will end early. This practice encourages drivers to work through their breaks and does not promote meaningful rest break time. These are all uniform violations of Washington's rest break laws.

Defendant argues "Plaintiff's Motion improperly assumes that all meal breaks must be paid." Opposition at 16. This is untrue. WAC 296-126-092 mandates pay during meal periods when the employee is required by the employer to remain "on duty" or at a prescribed worksite in the interest of the employer. *See Pellino*, 164 Wn. App. at 668. That is, consistent with Washington law, Plaintiff claims he and the proposed Class are entitled to pay for "meal breaks" when they are also "on duty."

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Here, Defendant's explanation of its meal break policy underscores why certification of the meal break claim is appropriate. The declarants believe that they are provided meal breaks when they are traveling from job site to job site. See, e.g., Dkt. Nos. 93 ¶ 7, 109 ¶ 6. The nature of these "breaks" is a question to be decided on a class-wide basis. *See infra* at §III.D.2-3.

C. Class Certification Standard.

Defendant's analysis relies heavily on inapposite federal cases interpreting federal rule 23 while ignoring controlling Washington authority. In opposing Plaintiff's Motion, Defendant fails to distinguish or even address the controlling authority for class certification of meal and rest break claims. These cases were decided after *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 131 S. Ct. 2541 (2011), a case Defendant erroneously relies upon to argue that the proposed Class lacks commonality. *See* Opposition at 19-21.

But just as the Washington Supreme Court pronounced this year: "Washington courts liberally interpret CR 23" and "should err in favor of certifying a class because the class is always subject to the trial court's later modification or decertification." *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 190 Wn.2d 507, 515, 415 P.3d 224 (2018).

While the Court may look to federal decisions for guidance in interpreting CR 23, it is "by no means bound" by those federal decision. *Darling v. Champion Home Builders Co.*, 96 Wash. 2d 701, 706, 638 P.2d 1249, 1251 (1982). Like *Dukes*, much of Defendant's federal

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authority is inapplicable under *Chavez*. Some of the cases Defendant cites support Plaintiff's arguments.[9] Other cases cited by Defendant are contrary to Washington law.[10]

D. Plaintiff Satisfies the Four Certification Prerequisites under CR 23(a).

In its Opposition, Defendant does not dispute Plaintiff's motion for class certification as it relates to the CR 23(a) requirements for Plaintiff's claims of: 1) unpaid mobilization time; 2) unpaid overtime; 3) wages owed at termination; and 4) willfulness. Defendant focuses on meal and rest break claims to the exclusion of these other class-wide issues. Because Defendant ignores and fails to distinguish controlling authority on meal and rest break claims, Defendant has not met even that limited objective.

1. Plaintiff Satisfies the Numerosity Requirement.

Defendant argues that numerosity is not met because: 1) Plaintiff has only provided declarations from five potential class members; and 2) there are 40 people that signed declarations indicating they would opt out. Neither argument defeats numerosity.

First, Defendant's position that only five people are part of the class is unsupported by the law. "The default rule in class actions is that a class member is included in the class unless she excludes herself; a court cannot, therefore, adopt the reverse rule—that only class members

[9] *See e.g Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 194 L. Ed. 2d 124 (2016), cited approvingly in *Chavez,* holding that differences among employees in the time spent doing specific tasks "do not make a class action unmanageable because those issues can be resolved effectively using traditional class management tools." *Chavez*, 190 Wash. 2d at 522.

[10] *Compare Amgen Inc. v. Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 133 S. Ct. 1184 (2013) *with Washington Educ. Ass'n v. Shelton Sch. Dist. No. 309*, 93 Wash. 2d 783, 790, 613 P.2d 769, 773 (1980)(finding that "the certification of a class is to be undertaken with no consideration of the merits of the plaintiffs' claims . . . .")

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who include themselves are part of the class. Put simply, Rule 23 is an opt-out, not an opt-in, mechanism." 3 NEWBERG ON CLASS ACTIONS § 9:48 (5th ed.).

As such, Class actions are certified based on the number of individuals who meet the class definition. It is not based on the number of declarations provided by the Plaintiff. Here, Defendant and Plaintiff do not dispute that over 127 individuals meet the class definition.

Second, even if we credit Defendant's argument that over 50 class members will seek to opt out, numerosity will still be satisfied. *See Gortat v. Capala Bros.*, No. 07 CIV. 3629 ILG SMG, 2012 WL 1116495, at *3 (E.D.N.Y. Apr. 3, 2012) (holding even where a high percentage of class members opt-out, decertification is nevertheless unwarranted if the remaining class members still meet the numerosity requirement.).

2. Plaintiff Satisfies the Commonality Requirement.

Fatally relying on *Dukes*, Defendant claims that "[w]hether each driver was deprived of compensation for meal periods or rest breaks is a question that can only be answered by addressing each driver individually." Opposition at 17. Washington Courts have rejected this argument. Class treatment is appropriate when there is common course of conduct by opposing party in relationship to all potential class members, or claims of such potential members involve common nucleus of operative facts. *Brown v. Brown*, 6 Wash. App. 249, 255, 492 P.2d 581 (1971). "Claims by workers that their employers have unlawfully denied them wages to which they were legally entitled have repeatedly been held to meet the prerequisites for class certification, including commonality." *Mendis v. Schneider Nat'l Carriers, Inc.*, C15-0144-JCC, 2017 WL 497600, at *2 (W.D. Wash. Feb. 7, 2017).

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Pellino rejected an employer's argument that "because the decision of when to take breaks 'varied from employee to employee,' breaks were 'characterized by a lack of uniformity' and do not establish commonality under CR 23." 164 Wash. App. at 683. Indeed, "[t]he principal factual and legal issues are whether class members are entitled to compensation for . . . missed rest and meal breaks under Washington law." *Id.*; *See also Chavez*, 190 Wash. 2d at 519, ("it is not necessary to prove each plaintiff's damages on an individual basis; it is possible to assess damages on a class-wide basis using representative testimony . . . .").

Here, Defendant's declarations underscore the common issues: all the claims arise from its common polices and practice. Plaintiff presents substantial evidence that Defendant's meal and rest break policy does not conform with Washington law. Whether Defendant was, in fact, providing proper rest breaks is a merits question that is not appropriate at this stage.

Here, commonality for the Breaks claim is met because the principal factual and legal issues are whether class members are entitled to compensation for Defendant's wage violations. Defendant's do not make argument regarding the other claims.

3. Plaintiff Satisfies the Typicality Requirement.

Defendant only makes two arguments against typicality. The first argument is that Plaintiff is not typical of the class because he signed away his rights. We have addressed this argument, *supra* at §II.C. Second, Defendant argues that there are individual issues of fact.

To satisfy typicality, "[t]he claims of the class representative must be typical of the class, but they need not be identical to those of the absent class members . . . the typicality inquiry focuses on the nature of the class representative's claim or defense and not on the specific facts from which that claim or defense arose." 7 NEWBERG ON CLASS ACTIONS § 23:23

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(5th ed.). In Washington "[a] representative plaintiff's claim is typical if the same legal theory underlies all class members' claims." *Weston v. Emerald City Pizza LLC*, 137 Wash. App. 164, 170, 151 P.3d 1090 (2007).

Here, as in *Pellino*, the court should reject the employer's argument that "because [] breaks varied from those of the class" there is no typicality. 164 Wash. App. at 684. *Pellino* endorses an approach that Plaintiff can show typicality and "establish liability by using representative evidence to prove a pattern or practice of violations by the defendant with respect to the class." *Id*.

Plaintiffs' claims are typical of the claims of other proposed Class members because they arise from the same undisputed policy and practice of the Defendant.

4. Plaintiff Satisfies the Adequacy Requirement.

Defendant claims Plaintiff is an inadequate representative because: 1) he has allegedly released some wage claims; 2) he has alleged credibility issues; and 3) "[d]eclarations of current and former employees also make it clear they do not want Hardie acting on their behalf." Opposition at 24.

Defendant's argument fails on all three counts. First, Plaintiff has not released his claims. *See supra* at §II.C.

Second, there is no evidence that Plaintiff lacks credibility to act as a Class representative. For Defendant's argument to succeed, it must present "admissible evidence so severely undermining plaintiff's credibility that a fact finder might reasonably focus on plaintiff's credibility, to the detriment of the absent class members' claims." *CE Design Ltd. v. King Architectural Metals, Inc.*, 637 F.3d 721, 728 (7th Cir. 2011). "'[M]inor conflicts' or

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conflicts that are 'merely speculative or *hypothetical'* will not render a representative so inadequate . . . ." 3 NEWBERG ON CLASS ACTIONS § 7:31 (5th ed.) (emphasis added). There is no such evidence here that Plaintiff's credibility is a detriment to the Class.

Third, to the extent employees want to opt-out, they will have that opportunity. This does not affect adequacy.

E. Plaintiff Meets the Requirements of Rule 23(b)(3).

Defendant challenges predominance only to meal and rest breaks, not other claims. Both Plaintiff's and Defendant's declaration prove a common policy, that is drivers must self-regulate breaks, thus establishing predominance. Defendant's policy resulted in unpaid missed rest breaks.

Under Washington law, "[a] single common issue may be the overriding one in the litigation, despite the fact that the suit also entails numerous remaining individual questions." *Chavez,* 190 Wash.2nd at 519. That is, the predominate question here is whether Defendant's challenged policies and practices applied uniformly to all drivers. Plaintiff does not dispute that he sometimes took a rest break; however, that is a damages issue that is irrelevant to class certification.

As *Chavez* recently held, "a class action is superior to other methods of adjudication for the resolution . . ." of wage and hour disputes involving many employees. 190 Wash. 2d at 522–23. "Where individual damages are small, the class vehicle is usually deemed to be superior." *Id.*, at 523.

Because of the nature of the claims in this lawsuit, a class action is a superior method of adjudication. Defendant has neither argued nor presented evidence of any superior alternative.

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Defendant has neither argued nor presented evidence of management difficulties or providing notice.

F. Plaintiff has Consistently Denied he Received All Breaks

Due to a serious head injury suffered by the lead attorney in the matter, Plaintiff failed to timely respond to the request for admissions. Plaintiff submitted supplemental answers on July 11, 2018, shortly after the requests were due and well before discovery cutoff and prior to Plaintiff's deposition. Cairns Decl. ¶ 7, Ex. 5. Under CR 36(b) the court applies a two-part test when considering an amendment or withdrawal of an admission. First, whether permitting the extension subserves the presentation of the merits of the case; and second, whether the extension will prejudice the opposing party. *Santos v. Dean*, 96 Wash.App. 849, 859, 982 P.2d 632 (1999).

Permitting Plaintiff's responses subserves the presentation of the merits of the case because Defendant's request was improper under CR 36 in the first place as it sought a legal conclusion binding on absent class members. Furthermore, Defendant is not prejudiced by Plaintiff's responses and has not plead as much.

G. Plaintiff's Motion is Timely.

Plaintiff filed for class certification in accordance with this Court's Order. *See* Dkt. No. 46. Plaintiff's motion is timely.

IV. CONCLUSION

For the foregoing reason, Plaintiffs request the Court grant Plaintiff's motion for class certification.

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Signed on December 10, 2018 at Seattle, WA.

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I certify this memorandum contains less than 4,200 words, which complies with the Order Setting Case Schedule and Order Granting Motion to File Overlength Brief.

Attorneys for Plaintiffs