

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE THIRTEENTH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	
	)	CIVIL ACTION NO.: 2018-CP-23-____
Condustrual, Inc.,	)	
	)	
Plaintiff,	)	
v.	)	
	)	<b>SUMMONS</b>
Lightsource HR f/k/a Countrywide HR;	)	
Countrywide Payroll & HR Solutions,	)	
Inc.; Zachary A. Collier; KeenanSuggs	)	
Insurance; KSI Holdings, Inc.; KSBE,	)	
LLC; Albert Y. Hyndshaw, III; Hub	)	
International Limited; and Does 1-9;	)	
	)	
Defendants.	)	
_____	)	

**TO THE DEFENDANTS ABOVE-NAMED:**

**YOU ARE HEREBY SUMMONED** and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer on the subscribers at their offices at 1901 Main Street, Suite 1200, Columbia, South Carolina 29201, within thirty (30) days after the service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, Plaintiff will apply to the court for judgment by default for all of the relief demanded in the Complaint.

s/ Shaun C. Blake  
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December 12, 2018

ATTORNEYS FOR THE PLAINTIFF

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	)	CIVIL ACTION NO.: 2018-CP-23-____
Condustrual, Inc.,	)	
	)	
Plaintiff,	)	
v.	)	
	)	<b>COMPLAINT</b>
	)	(Jury Trial Demanded)
Lightsource HR f/k/a Countrywide HR;	)	
Countrywide Payroll & HR Solutions,	)	
Inc.; Zachary A. Collier; KeenanSuggs	)	
Insurance; KSI Holdings, Inc.; KSBE,	)	
LLC; Albert Y. Hyndshaw, III; Hub	)	
International Limited; and Does 1-9;	)	
	)	
Defendants.	)	
_____	)	

Plaintiff (“**Condustrual**”), complaining of the parties identified below, alleges as follows:

### **THE PARTIES**

1. Condustrual is a domestic corporation duly existing and in good standing under the laws of South Carolina that, at all times relevant to this Complaint, has maintained its principle place of business in Greenville County, South Carolina.

#### **The Countrywide/Lightsource Defendants**

2. Zachary A. Collier (“**Collier**”), upon information and belief, is currently a citizen and resident of the State of Florida.

3. Lightsource HR is single enterprise and amalgamation of companies, or alternatively a joint venture between them, engaged in the business of offering: contract labor services to furnish staffing and employees to its clients; staffing employee recruitment services; job assignment services; services relating to and obtaining and providing workers’ compensation insurance and employers liability insurance; payroll functions; and other related functions.

4. “Lightsource HR” is a name that began to be used as a part of a rebranding effort undertaken by essentially the same single enterprise/amalgamation of companies, or alternative joint venture between them, all of which are and have been at all times under the direction and control of Collier and that previously did business as “Countrywide HR” until a rebranding effort in or around April 2017.

5. This amalgamation of companies, or alternatively joint venture between them, that is now known as Lightsource HR, has been headquartered in Orlando, Florida, including specifically at 2822 Commerce Park Drive, Suite 400, Orlando, Florida and at 707 Mendham Boulevard, Suite 250, Orlando, Florida. Upon information and belief, this amalgamation of companies includes, but is not limited to, all of the following, all of which (or each of their successors in interest) may be later discovered to be proper parties (or predecessors in interest to proper parties) to this lawsuit (collectively, all are hereinafter referred to as “**Lightsource HR**”):

- a. Countrywide Payroll & HR Solutions, Inc. (“**Countrywide**”), which is a foreign corporation duly existing under the laws of Florida.
  - i. Countrywide was formed on August 8, 2013, by or on behalf of Collier, and it is still in existence.
  - ii. Countrywide has done business as Countrywide HR, Lightsource HR, Countywide Staffing Solutions, Countrywide Staffing Solutions Group, and Country HR Payroll Solutions, Inc.
  - iii. Countrywide is currently in good standing with the South Carolina Secretary of State.
  - iv. Countrywide registered agent of service in South Carolina is InCorp

Services, Inc., located at 317 Ruth Vista Road, Lexington, SC 29073.

- v. Collier has been and remains to be Countrywide's Chief Executive Officer ("CEO"), and upon information and belief, its sole shareholder.
  - vi. Collier is also Countrywide's registered agent in Florida.
  - vii. Countrywide's current principal place of business is 2822 Commerce Park Drive in Orlando, Florida.
  - viii. Countrywide does possess a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- b. Countrywide PEO, Inc., is a foreign corporation duly existing under the laws of Tennessee.
- i. Countrywide PEO, Inc., was duly formed on January 21, 2014, by or on behalf of Collier, and is still in existence.
  - ii. Countrywide PEO, Inc., maintains its principal place of business at 2822 Commerce Park Drive in Orlando, Florida.
  - iii. Countrywide PEO, Inc., has done business as Countrywide HR and Lightsource HR.
  - iv. Collier is the CEO, sole shareholder, and sole director of this corporation.
  - v. Countrywide PEO, Inc.'s registered agent in South Carolina is InCorp Services, Inc., located at 317 Ruth Vista Road in Lexington, Sc.

- vi. Countrywide PEO, Inc., no longer possesses a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- c. Countrywide PEO 1, Inc., was a foreign corporation that, upon information and belief, was duly formed and was existing under the laws of Tennessee until it was dissolved on August 8, 2018.
  - i. It was formed on July 30, 2014, by or for Collier.
  - ii. Countrywide PEO 1, Inc., last maintained its principal place of business at 707 Mendham Boulevard, Suite 250, in Orlando, Florida.
  - iii. Collier was the CEO, sole shareholder, and sole director of this corporation until its dissolution.
  - iv. Countrywide PEO 1, Inc., did business as Countrywide HR and Lightsource HR.
  - v. Collier is, upon information and belief, the successor of Countrywide PEO 1, Inc.
  - vi. Collier was also its registered agent in Florida.
  - vii. Countrywide PEO 1, Inc., never maintained a registered agent in South Carolina.
  - viii. Countrywide PEO 1, Inc., never possessed a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- d. Countrywide PEO 2, Inc., is a foreign corporation existing under the laws

of Florida.

- i. Countrywide PEO 2, Inc., was duly formed on February 24, 2015, by or on behalf of Collier.
  - ii. Although it has not remained in existence since February 24, 2015, Countrywide PEO 2, Inc., was reinstated on October 3, 2017, by Collier and it legally exists as of the filing of this Complaint.
  - iii. Countrywide PEO 2, Inc., maintains its principal place of business at 707 Mendham Boulevard, Suite 250, in Orlando, Florida.
  - iv. Collier is both the CEO and sole director of Countrywide PEO 2, Inc.
  - v. Countrywide PEO 2, Inc.'s registered agent in South Carolina is InCorp Services, Inc., located at 317 Ruth Vista Road in Lexington, South Carolina.
  - vi. Countrywide PEO 2, Inc., no longer possesses a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- e. Countrywide Management Services, LLC, is a limited liability company that is duly formed under the laws of the State of Delaware.
- i. Countrywide Management Services, LLC, was formed on December 21, 2015, by or for Collier.
  - ii. Countrywide Management Services, LLC's principal place of business in Florida is 2822 Commerce Park Drive, in Orlando, Florida.

- iii. Collier is Countrywide Management Services, LLC's registered agent and CEO.
  - iv. Upon information and belief, Collier is also the sole member of Countrywide Management Services, LLC.
  - v. Countrywide Management Services, LLC, does not possess a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- f. Lightsource Holdings, LLC, is a foreign limited liability company duly formed and is existing under the laws of Nevada.
- i. Lightsource Holdings, LLC, was formed on December 23, 2016, by or for Collier.
  - ii. Lightsource Holdings, LLC, maintains its principal place of business at 707 Mendham Boulevard, Suite 250, in Orlando, Florida.
  - iii. Collier is Lightsource Holdings, LLC's managing member, and, upon and belief, its sole member.
  - iv. Lightsource Holdings, LLC, does not possess a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- g. Lightsource Management Services, LLC, is a foreign limited liability that, upon information and belief, was duly formed and is existing under the laws of Nevada.
- i. Lightsource Management Services, LLC, was formed on December

23, 2016 by or for Collier.

- ii. Lightsource maintains its principal place of business at 707 Mendham Boulevard, Suite 250, in Orlando, Florida.
  - iii. Collier is its managing member, and, upon information and belief, its sole member.
  - iv. Lightsource Management Services, LLC, does not possess a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- h. Torch USA, LLC, is a foreign limited liability company that, upon information and belief, was duly formed and is existing under the laws of Nevada.
- i. Torch USA, LLC, was formed on November 9, 2016, by or for Collier.
  - ii. Torch USA, LLC, maintains its principal place of business at 707 Mendham Boulevard, Suite 250, in Orlando, Florida.
  - iii. Collier is its managing member, and, upon information and belief, its sole member.
  - iv. Torch USA, LLC's registered agent of service in South Carolina is InCorp Services, Inc., whose address is 317 Ruth Vista Road, Lexington, South Carolina 29073.
  - v. Torch USA, LLC, does possess a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- i. Worldwide Staffing Resources, Inc., was a for-profit corporation that was



existing under the laws of Tennessee until it was revoked by the State of Tennessee in May 2017.

- i. Worldwide Staffing Resources, Inc., was formed on January 21, 2014, and revoked by Tennessee on May 17, 2017.
- ii. Upon information and belief, Collier is its sole successor.
- iii. Until the time of its revocation, Worldwide Staffing maintained its principal place of business at 707 Mendham Boulevard, Suite 250, in Orlando, Florida.
- iv. Despite being revoked by Tennessee, Worldwide Staffing Resources, Inc., still maintains a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.
- v. Its registered agent in South Carolina is CT Corporation, located at 2 Office Park Court, Suite 103, in Columbia, South Carolina.
- j. Does 1-3 are, upon information and belief, other legal entities or persons whose specific legal identity are not yet known to Condustrual but that are a part of the same single enterprise/amalgamation of companies, or alternatively the same joint venture, or are a success in interest to the foregoing, that was previously known as “Countrywide HR” and that now operates as “Lightsource HR.”

6. Upon information and belief, all entities that comprise Lightsource HR, and Countrywide HR previously, including any holding companies, have substantially identical officers, directors, headquarters, and employees, and the companies are inextricably intertwined in their operations and purpose, all of which operate for the benefit of and at

the direction of Collier.

7. The identities of and the distinction between these various entities comprising Lightsource HR, and Countrywide HR previously, are, upon information and belief, intentionally obfuscated and hidden behind the use of trade names and branding for the purpose of masking the identities of the entities in order to make it difficult for those persons doing business with, regulating, and being injured by Collier and Lightsource HR to hold a specific entity liable for its misconduct and, upon information and belief, to allow Lightsource to effectuate a shell game in its dealings with clients, insurers, employees, co-employees, and regulators.

8. The various entities comprising Lightsource HR, and Countrywide HR previously, including Countrywide, are, upon information and belief, merely the alter ego and instrumentalities of Collier, who has, upon information and belief: failed to recognize corporate formalities between his various companies; allowed the corporate status of various companies within this single enterprise to be revoked, and on occasion, reinstated, when it suits his purpose; and generally creates and dissolves corporate alter egos and utilizes ambiguous trade names to mask his conduct of business such that it would be inequitable not to attribute to Collier the acts and liabilities of the companies that are his alter egos.

**The KeenanSuggs/Hub International Defendants**

9. Albert Y. Hyndshaw, III (“Hyndshaw”) is a citizen and resident of Greenville County, South Carolina, and a licensed insurance producer.

10. KSI Holdings, Inc., is a domestic corporation in good standing under the laws of under the laws of South Carolina.

- a. KSI Holdings, Inc., was formerly known as Keenan & Suggs, Inc., until it changed its name with the South Carolina Secretary of State on August 2, 2016, which was, upon information and belief, one (1) day following the sale of substantially all its assets to Hub International Limited.
- b. Upon information and belief, KSI Holdings, Inc., regularly conducted business at 55 East Camperdown Way in Greenville, South Carolina, during all times relevant to this lawsuit.
- c. Upon information and belief, Hyndshaw acted as either a servant or agent for KSI Holdings, Inc., during all times relevant to the allegations in this Complaint.

11. KSBE, LLC, is a domestic limited liability company duly formed and existing under the laws of South Carolina.

- a. KSBE, LLC, was formerly known as Keenan Suggs Bowers Elkins, LLC, until it changed its name with the South Carolina Secretary of State on August 2, 2016, which was, upon information and belief, one (1) day following the sale of substantially all its assets to Hub International Limited.
- b. Upon information and belief, KSI Holdings, Inc., regularly conducted business at 55 East Camperdown Way in Greenville, South Carolina, during the times relevant to this lawsuit.
- c. Upon information and belief, Hyndshaw acted as either a servant or agent for KSI Holdings, Inc., during all times relevant to the allegations in this Complaint.

12. Upon information and belief, KSBE, LLC, and KSI Holdings, Inc., operated

as a part of an amalgamation/joint enterprise, or alternatively a joint venture, under the trade name “KeenanSuggs Insurance” and engaged in the business of an insurance brokerage that provided full service insurance, risk management, benefit, and human resource services to its clients, which included Condustrial at all times relevant to this Complaint.

13. Does 4 through 6 are, upon information and belief, other entities or persons whose specific legal identity are not yet known to Condustrial but that are a part of the same single enterprise/amalgamation, or alternatively joint venture, that was previously known as “KeenanSuggs Insurance” or are a successor interest to the foregoing (hereinafter collectively, KSBE, LLC, and KSI Holdings, Inc., and Does 4 through 6 are referred to herein as “**KeenanSuggs**”).

14. Upon information and belief, Hyndshaw was, at all times relevant to this Complaint, acting as either an employee, agent, or apparent agent of KeenanSuggs such that KeenanSuggs and its successor(s) are vicariously liable for all conduct that Hyndshaw performed and is described below.

15. Upon information and belief, Hub International Limited is a foreign corporation duly existing under the laws of the State of Delaware and maintaining its principal place of business in Chicago, Illinois.

- a. On July 26, 2016, Hub International Limited released a press statement that it had agreed to acquire the assets of KeenanSuggs.
- b. Upon information and belief, Hub International Limited does not possess a Certificate of Authority to operate in South Carolina pursuant to S.C. Code Ann. § 33-15-101, et seq.

- c. Upon information and belief, Hub International Limited has an “operating division” that it refers to as Hub International Southeast.
- d. On or about August 1, 2016, Hub International Limited utilized this operating division to acquire the assets of KeenanSuggs. It continues to utilize these assets, including the trademarks and intellectual property of KeenanSuggs.
- e. Upon information and belief, Hub International Limited, or its subsidiaries, parent, affiliates, or divisions, who are referred to herein as Does 7 through 9, are either the assignees or the successors in interest to the assets and liabilities of KeenanSuggs (collectively, Hub International Limited and Does 7 through 9 are referred to as “**Hub International**”).
- f. Upon information and belief, as the assignee or successor in interest to the assets and liabilities of KeenanSuggs, Hub International is vicariously liable for the conduct of Hyndshaw to the extent same extent that KeenanSuggs was vicariously liable for his conduct.

### **JURISDICTION AND VENUE**

- 16. All previous paragraphs are incorporated herein verbatim.
- 17. This court possesses subject matter jurisdiction over this dispute pursuant to Article V, § 11 of the South Carolina Constitution.
- 18. This court possesses personal jurisdiction over Collier, Lightsource HR and Countrywide pursuant to S.C. Code Ann. §§ 36-2-802 and 36-2-803(A), as:
  - a. Countrywide and other entities that are a part of the Lightsource HR amalgamation/joint venture/single enterprise, at and through the direction

of Collier, have obtained certificates of authority from the South Carolina Secretary of State and submitted themselves to jurisdiction in South Carolina;

- b. Countrywide and other entities that are a part of the Lightsource HR amalgamation/single enterprise, or alternatively the Lightsource HR joint venture, at and through the direction of Collier, have entered into contracts to do business in South Carolina, including supplying services in South Carolina;
- c. Collier, Countrywide, and other entities that are a part of the Lightsource HR amalgamation/single enterprise, or alternatively the Lightsource HR joint venture, have regularly conducted business in South Carolina;
- d. Collier, Countrywide, and other entities that are a part of the Lightsource HR amalgamation/single enterprise, or alternatively the Lightsource HR joint venture, have employed, or co-employed, as both servants and agents, persons working in South Carolina;
- e. Collier, Countrywide, and other entities that are a part of the Lightsource HR amalgamation/single enterprise, or alternatively the Lightsource HR joint venture, have directed tortious acts in South Carolina, and have committed tortious acts in whole or in part in South Carolina;
- f. Collier, Countrywide, and other entities that are a part of the Lightsource HR amalgamation/single enterprise, or alternatively the Lightsource HR joint venture, have contracted to obtain insurance for persons in South Carolina; and

- g. Collier, Countrywide, and other entities that are a part of the Lightsource HR amalgamation/single enterprise, or alternatively the Lightsource HR joint venture, have otherwise purposefully availed themselves of South Carolina law such that it would not offend traditional notions of fair play and substantial justice for Collier, Lightsource HR and Countrywide to be subject to personal jurisdiction in South Carolina.

19. This court possesses personal jurisdiction over Hyndshaw pursuant to S.C. Code Ann. § 36-2-802 due to the fact he is a citizen of South Carolina that maintains his domicile in Greenville County, South Carolina.

20. Pursuant to S.C. Code Ann. § 36-2-802, this court possesses personal jurisdiction over the KeensanSuggs amalgamation/single enterprise, or alternatively the KeensanSuggs joint venture, including KSBE, LLC, and KSI Holdings, Inc., as domestic limited liability companies and domestic corporations that maintain their principal place of business in South Carolina and that regularly conduct business, including the business at issue in this case, in Greenville County, South Carolina.

21. This court possess personal jurisdiction over Hub International pursuant to S.C. Code Ann. §§ 36-2-802 and 36-2-803(A), as:

- a. Hub International conducts regularly business in Greenville, Columbia, Charleston, and other locations in South Carolina;
- b. Hub International has employed, or co-employed, as both servants and agents, persons working in South Carolina;
- c. Hub International has caused its subsidiaries to obtain certificates of authority from the South Carolina Secretary of State and submit themselves

to jurisdiction in South Carolina;

- d. Hub International has also caused its subsidiaries to obtain licenses from the South Carolina Department of Insurance and submit themselves to jurisdiction in South Carolina;
- e. Hub International has contracted to obtain insurance for persons in South Carolina;
- f. Hub International has, upon information and belief, assumed liabilities from KeenanSuggs, including liability for tortious conduct committed here within South Carolina by Henshaw and other agents and employees of KeenanSuggs for whom KeenanSuggs was vicariously liable; and
- g. The companies that comprise Hub International has otherwise purposefully availed themselves of South Carolina law such that it would not offend traditional notions of fair play and substantial justice for Hub International to be subject to personal jurisdiction in South Carolina.

22. Venue is proper in Greenville County, South Carolina, under S.C. Code Ann. § 15-7-30(C), (D), (E), (F), and (G) because:

- a. Hyndshaw resided in Greenville County, South Carolina, when the cause of action against him arose;
- b. The most substantial part of the Defendants' alleged acts or omissions giving rise to Plaintiff's cause of action arose in Greenville County, South Carolina; and
- c. Condustrail maintained its principal place of business in Greenville County, South Carolina, at the time its causes of action arose.



### **GENERAL ALLEGATIONS**

23. All previous paragraphs are incorporated herein verbatim.

24. Condustrial is a skilled labor staffing agency that provides employees to various industries, including the construction and medical industries.

25. Condustrial brings this lawsuit because it has suffered significant injury due to: (1) the negligent, grossly negligent, willful, and wanton failure of the Defendants to advise, offer, and procure proper workers' compensation and employment practices liability insurance coverage for Condustrial and its employees; and (2) the false and fraudulent conduct performed by and on behalf of Collier, Countrywide, and Lightsource HR when they took payment for premiums from Condustrial for insurance coverage that it did not provide to Condustrial or its employees and intentionally prevented Condustrial from discovering this fact until finally compelled to disclose the truth in a deposition during a workers' compensation case in 2017.

#### **Failure to Procure Workers' Comp Coverage**

26. For over a decade before 2015, Condustrial relied on the servants and agents of KeenanSuggs to act on its behalf and procure solutions for various insurance needs of Condustrial and its employees.

27. As a result of this long-established relationship, Hyndshaw and others acting as the employees and agents of KeenanSuggs were very familiar with the details of Condustrial's business by 2015, including its business models, the industries it served, the types of risks facing Condustrial, and Condustrial's insurance needs.

28. In 2015, Condustrial needed to terminate its direct workers' compensation insurance ("Workers' Comp") relationship with Guarantee Insurance Company

(“Guarantee”) in response to unreasonable financial demands by Guarantee.

29. Following Condustrial’s dissatisfaction with and termination of its direct coverage with Guarantee in 2015, Condustrial sought assistance from its agents, Hyndshaw and KeenanSuggs, in obtaining new workers’ compensation insurance coverage (“Workers’ Comp”) for Condustrial and its employees.

30. Hyndshaw and KeenanSuggs had a pecuniary interest in acting as the agent for Condustrial and in obtaining Workers’ Comp coverage for Condustrial and its employees in 2015.

31. Hyndshaw, in the course and scope of his employment and agency with KeenanSuggs, advised Condustrial to enter a relationship with Countrywide and the enterprise/venture now known as Lightsource HR, in order to obtain new Workers’ Comp coverage required for Condustrial and its employees.

32. In 2015, Countrywide and the enterprise/venture now known as Lightsource HR, offered Professional Employer Services, administrative services, and so-called “human resource outsourcing” services, in part as a means to obtain Workers’ Comp coverage for Countrywide and the enterprise now known as Lightsource HR’s clients in various states around the country.

33. Under the arrangement recommended by KeenanSuggs, Condustrial was going to enter into a co-employment relationship with Countrywide and the enterprise/venture now known as Lightsource HR

34. However, Hyndshaw and KeenanSuggs failed to perform due diligence they owed a duty to perform for Condustrial as a result of the fiduciary relationship between them, and Hyndshaw and KeenanSuggs failed to investigate:

- a. whether Countrywide and Lightsource HR were properly licensed to conduct the business and offer the services in South Carolina that Hyndshaw and KeenanSuggs recommended to Condustrual; and
- b. whether Countrywide and Lightsource HR in fact had Workers' Comp policies in place to provide Workers' Comp coverage to Condustrual's employees.

35. Relying upon the advice of Hyndshaw and KeenanSuggs, Condustrual engaged in discussions with Collier, Countrywide, and Lightsource HR in order to become a customer of them in order to obtain complete Workers' Comp coverage for Condustrual's employees in or around February 2015.

36. In order to induce Condustrual to become their client and a co-employer with them, Collier, Countrywide and the enterprise/venture now known as Lightsource HR represented to Condustrual that they had the ability to become a co-employer of Condustrual's employees and immediately provide Condustrual's employees' complete Workers' Comp coverage.

37. In reliance on this representation, Condustrual became a client of Countrywide and Lightsource HR effective on or about March 26, 2015, at which time Countrywide and Lightsource HR undertook the responsibility to provide Condustrual and its employees Workers' Comp coverage.

38. Unknown to Condustrual at the time, however, Collier, Countrywide, and Lightsource HR did not procure provide Workers' Comp coverage for the employees of Condustrual beginning on or about March 26, 2015, despite repeated representations to Condustrual that Workers' Comp coverage was bound and despite the fact that Condustrual

paid Collier, Countrywide and Lightsource HR the premiums for Workers' Comp coverage incepting on or about March 26, 2015.

39. The agent and servants of Collier, Countrywide, and Lightsource HR negligently or willfully hid this fact from Condustrial on numerous occasions, such as:

- a. On or about March 29, 2015, Danel Rivero, in her capacity as an employee and/or agent for Countrywide and the enterprise/venture now known as Lightsource HR (hereinafter "**Rivero**"), wrote letters stating that "worker compensation coverage" was being afforded to Condustrial's employees through Countrywide; with these letters, Rivero circulated a number of Certificates of Insurance to the clients of Condustrial, and she provided Condustrial with a copy of the same, all of which falsely affirmed that Condustrial's employees had Workers' Comp coverage through Countrywide.
- b. Between March 26, 2015, and July 1, 2015, Condustrial made at least five (5) inquiries to Countrywide and the venture/enterprise now known as Lightsource HR into the identify of the insurance company that was providing Condustrial and its employees Workers' Comp coverage. Countrywide and the venture/enterprise now known as Lightsource HR refused to allow Hyndshaw to issue certificates of insurance directly; however, each time employees, officers, and/or agents of Countrywide and the venture/enterprise now known as Lightsource HR assured Condustrial that coverage was not only being provided, but that there were "multiple insurers" providing coverage.

- c. Between March 29, 2015, and July 1, 2015, Countrywide and Lightsource HR employees and agents, including Rivero, falsely obtained or created and then submitted dozens of certificates of insurance assuring Condustrail and its clients that Workers' Comp coverage was in fact in place for Condustrail's employees through insurers such as Riverport Insurance Company and Travelers Indemnity Company.
- d. When questioned about the insurance carrier that was providing Condustrail and its employees Workers' Comp coverage after learning that a carrier referred to by the parties as "Berkeley" claimed to have cancelled coverage with Countrywide and Lightsource HR, employees and agents of Countrywide and Lightsource HR, including specifically George Kaspars, represented to Condustrail that Countrywide and Lightsource HR has "several" policies with that insurance carrier and Condustrail's insurance coverage was unaffected by the particular policy termination.
- e. On July 1, 2015, in response to questions by Condustrail about the Workers' Comp coverage provided by Countrywide and Lightsource HR prior to July 1, 2016, Scott A. Hanson, in his capacity as President for Countrywide and the venture/enterprise now known as Lightsource HR (hereinafter "**Hanson**"), wrote and promised Condustrail that WC coverage was in effect and that the delays in issuing Certificates of Insurance would be corrected internally between him and George Kaspars, who also went by the name George Kris (hereinafter "**Kaspars**").
- f. On July 15, 2015, Hanson falsely informed Condustrail in writing that the

Workers' Comp carrier denying coverage on a claim brought by Donnie Russell was incorrect in their coverage analysis and again confirmed that coverage was provided to Condustral and its employees as a result of the co-employment relationship beginning in March 2015.

40. Subsequently, Countrywide and the enterprise/venture now known as Lightsource HR represented that Condustral and its employees were covered for Workers' Comp by Guarantee, the very company that Condustral had terminated a direct relationship earlier this year.

41. Hyndshaw and KeenanSuggs failed to advise Condustral that, by recommending that Condustral obtain Worker's Comp coverage through Countrywide and the enterprise/venture now known as Lightsource HR, they were placing Condustral back into an insurance relationship with the very carrier that Condustral terminated.

42. Likewise, Condustral was not advised by Hyndshaw and KeenanSuggs that the coverage that was obtained for Condustral by Guarantee through the arrangement with Countrywide and the venture/enterprise now known as Lightsource HR did not provide full coverage, from the inception of employment.

43. Rather, there was a gap in coverage in the event that a person, believed to be and treated as a 1099 contractor, was ultimately found by a court or the industrial commission to be a statutory employee. Unlike typical Workers' Comp insurance, where the coverage would be amended to provide retroactive coverage to that employee, subject to the assessment of an audited premium charge, the coverage through Guarantee did not provide retroactive coverage for statutory employees.

44. This gap in coverage and the risks associate with it was not disclosed to

Condustrial by any of the Defendants, and it subsequently resulted in uncovered losses incurred by Condustrial.

45. Guarantee ultimately went into a receivership and consented to be liquidated by the State of Florida in 2017.

46. On August 6, 2015, Theodore Bryant, in his role as General Counsel and Executive Vice-President for Countrywide and the enterprise/venture now known as Lightsource HR (hereinafter, “**Bryant**”), demanded a “solemn promise” from Condustrial that it would not contact the Workers’ Comp carriers directly. He insisted that it was “imperative” that only George Kaspars and Danel Rivero communicate with the insurance carriers on behalf of Condustrial.

47. On November 13, 2015, Bryant, acting within the scope of his employment as both General Counsel and Executive Vice President to Countrywide and the enterprise/venture now known as Lightsource HR, purportedly wrote to Eric Dawson, a Sr. Vice President and legal counsel to Guarantee under the heading “**Condustrial Inc. – Coverage Confirmation.**”

48. In transmitting this letter, Mr. Bryant again represented to Condustrial that Countrywide and the enterprise/venture now known as Lightsource HR had procured coverage for Condustrial dating back to March of 2016 through “several” of its “retained carriers,” including Guarantee.

49. In 2017, faced with a South Carolina Workers’ Comp claim from a person named Rachel J. Turner (“Turner”), Condustrial was still attempting to determine the identity of the insurance carriers that Collier, Countrywide, and the enterprise/venture now known as Lightsource HR provided Workers’ Comp coverage to Condustrial in 2015.

50. On April 19, 2017, Collier was deposed in Turner's Workers' Comp case. During that deposition, when he was pointedly asked what insurance company provided Condustrual Workers' Comp coverage beginning in March 2015 – either Guarantee or some other insurance carrier –Collier dodged the question and said that he would have to look up records in order to be able to identify the carrier and the inception date of coverage.

51. In May 2017, Collier, Countrywide, and the enterprise/venture now known as Lightsource HR were represented by a law firm known as Morris Manning & Martin LLP in Georgia, and an attorney named Mark Zisholtz (“**Zisholtz**”).

52. Through a letter dated May 2, 2017, Collier, Countrywide, and the enterprise/venture now known as Lightsource HR again falsely informed Condustrual that the certificates of insurance issued in 2015, showing Workers' Comp coverage through Riverport Insurance Company, Travelers Indemnity Company, and Guarantee, were true and accurate reflections of the insurance coverage and that Collier, Countrywide, and the enterprise/venture now known as Lightsource HR provided Condustrual and its employees with Workers' Comp coverage from March 28, 2015 through December 14, 2015.

53. The falsity of these representations regarding coverage was not discovered, and should have not been discovered, until the deposition of Kaspars on July 6, 2017. In that deposition, Kaspars admitted under oath that Collier, Countrywide, and the enterprise/venture now known as Lightsource HR provided no Workers' Comp coverage for Condustrual for the period between May 26, 2015 and June 30, 2015, but that Condustrual was charged premiums for the Workers' Comp insurance not provided during that time.

54. As a result of negligence, gross negligence, willful, false, and fraudulent



conduct by the Defendants described above - all of whom were paid to act on behalf of Condustrial to locate and procure Workers' Comp coverage for Condustrial and its employees – Condustrial did not receive the Workers' Comp insurance coverage it sought and has suffered significant economic losses as a result that well exceed \$100,000.00.

**Failure to Procure Proper EPLI Coverage**

55. Additionally, within the course and scope of the agency relationship between them, Condustrial sought assistance from Hyndshaw and KeenanSuggs in obtaining employment practices liability insurance (“EPLI”) for Condustrial in 2015.

56. Relying on Hyndshaw’s recommendation, Condustrial obtained EPLI coverage through Zurich American Insurance Company (“Zurich”).

57. The particular EPLI policy was policy number PRA 9314907-01, incepting on August 15, 2015, and running through April 14, 2016 (the “Zurich Policy”).

58. However, at the time that coverage was offered and bound in exchange for approximately \$13,516 in premium payments, Hyndshaw and KeenanSuggs did not advise Condustrial that the Zurich Policy did not provide coverage for wage and hour claims, such as claims brought under the Fair Labor Standards Act (“FLSA”), but that such coverage could be had by Condustrial purchasing an endorsement for a slight additional cost.

59. In January 2017, Turner filed a FLSA lawsuit against Condustrial in the United States District Court for the District of South Carolina.

60. Following this suit, Condustrial sought coverage for the EPLI suit from Zurich under the Zurich Policy. However, Zurich denied Condustrial coverage for Turner’s lawsuit.

61. Condustrial, having obtained a new insurance agent, learned for the first

time in 2018 that there was an inexpensive endorsement to the Zurich Policy that is typically recommended and purchased by employers when acquiring EPLI coverage, and that this endorsement extends coverage for payment of \$75,000.00 of legal expenses incurred in defending wage and hour claims such as Turner's FLSA lawsuit.

62. Hyndshaw and KeenanSuggs never extended the option to Condustrial to obtain the coverage provided by the endorsement, which constituted a breach of standard of care owed to Condustrial by Hyndshaw and KeenanSuggs, for which Hub International is now liable as the assignee or successor in interest to the assets and liabilities of KeenanSuggs.

63. Condustrial has suffered at least \$75,000.00 in actual financial loss, as well as other general damages, due to Hyndshaw and KeenanSuggs' negligent failure to properly advise Condustrial regarding the availability and need for the endorsement to the Zurich policy and failure to assist Condustrial in procuring appropriate insurance coverage.

**FOR A FIRST CAUSE OF ACTION**

(Negligence & Breach of Fiduciary Duty: KeenanSuggs/Hub International Defendants)

64. All previous paragraphs are incorporated herein verbatim.

65. Hyndshaw and KeenanSuggs, as the agent of Condustrial for many years, including all times at issue in this Complaint, owed Condustrial a fiduciary duty and a duty of care in performing its duties as an agent of Condustrial, including:

- a. A duty of care in advising Condustrial of the means to best replace its Workers' Comp coverage after terminating the direct relationship with Guarantee in 2015;
- b. A duty of care in investigating the advisability of its recommendations before making recommendations, including a duty of care to determine

whether Collier, Countrywide, and the enterprise/venture now known as Lightsource HR was a reliable source with access to proper Workers' Comp coverage to meet the insurance needs of Condustrual;

- c. A duty of care to investigate both the carriers involved in and the nature of the Workers' Comp coverage provided through co-employment relationships, such as the one with Collier, Countrywide, and the enterprise/venture now known as Lightsource HR, prior to advising Condustrual to enter into such a relationship to procure insurance coverage;
- d. A duty of care to advise Condustrual regarding the availability of alternative sources of Workers' Comp coverage that are more secure and reliable than Collier, Countrywide, and the enterprise/venture now known as Lightsource HR;
- e. A duty of care to stay knowledgeable about the policy forms, including endorsements, that provide EPLI coverage to clients like Condustrual;
- f. A duty to advise Condustrual of exclusions that may affect its coverage under the EPLI insurance procured for Condustrual by Hyndshaw and KeenanSuggs;
- g. A duty of care to offer available endorsements to Condustrual to provide insurance against known or likely risks regarding the employment practices of Condustrual, including the endorsement to provide coverage for wage and hour claims that arise under the FLSA;
- h. And in such other respects as may become relevant throughout the course of this litigation.

66. Hyndshaw and KeenanSuggs breached these fiduciary duties and duties of care in a negligent and/or in a grossly negligent manner as discussed more fully above by:
- a. Advising Condustrial that Collier, Countrywide, and the enterprise/venture now known as Lightsource HR was the best option for Condustrial to procure Workers' Comp coverage when Collier, Countrywide, and the enterprise/venture now known as Lightsource HR was not properly licensed, was not reputable, and was not either willing or able to provide Condustrial Workers' Comp coverage in South Carolina at the outset of the relationship.
  - b. Failing to properly investigate Collier, Countrywide, and the enterprise/venture now known as Lightsource HR prior to recommending it to Condustrial as the source for Workers' Comp coverage;
  - c. Failing to investigate the extent of coverage actually available to Condustrial through Collier, Countrywide, and the enterprise/venture now known as Lightsource HR, and thereby failing to identify that the coverage was not the "full coverage" that Hyndshaw and KeenanSuggs advised Condustrial it could obtain through contracting with Collier, Countrywide, and the enterprise/venture now known as Lightsource HR;
  - d. Failing to advise Condustrial of more reliable, complete, and reputable means to obtain Workers' Comp coverage for Condustrial and its employees;
  - e. Failing to stay informed about the nature of EPLI coverages, exclusions, and endorsement while advising and making recommendations/offers to

bind coverage for Condustrual;

- f. Failing to advise Condustrual about exclusions under the Zurich Policy, including the wage and hour exclusion barring coverage for FLSA claims;
- g. Failing to offer or procure an endorsement to the Zurich Policy to provide coverage for the EPLI claims; and
- h. in such other respects as may become discovered throughout the course of this litigation.

67. As the direct and proximate result of Hyndshaw and KeenanSuggs' negligent and grossly negligent conduct, Condustrual has suffered significant financial harm, such as loss payments for premium, gaps in insurance coverage, reputational harm, legal expenses, and other economic losses to be demonstrated at trial and for which Hub International, as the successor in interest to KeenanSuggs, is now liable Condustrual is entitled to recover these damages from Hyndshaw, KeenanSuggs, and Hub International, along with punitive damages.

### **FOR A SECOND CAUSE OF ACTION**

(Fraud & Fraud in the Inducement: Countrywide/Lightsource Defendants)

68. All previous paragraphs are incorporated herein verbatim.

69. Between March 2015 and July 2017 - both prior to, during the pendency of, and following any written agreements between or for the benefit of Condustrual and Collier, Countrywide, and the enterprise/venture now known as Lightsource HR - Countrywide, and the enterprise/venture now known as Lightsource HR, acting by and through Hanson, Rivero, Kaspars, Bryant, and Zisholtz, made the false statements to Condustrual that are detailed above regarding the procurement of Workers' Comp coverage for Condustrual.

70. As was discovered through the admission under oath by Kaspars in July

2017, these statements, letters, emails, certificates of insurance, and representations to Condustrial, its clients, and its employees were all false. In fact, Collier and the employees and agents of Countrywide and the enterprise/venture now known as Lightsource HR each failed to procure Workers' Comp coverage for Condustrial for at least the period of time between March 26, 2015 and June 30, 2015.

71. The falsity of the above-referenced statements were unknown to Condustrial, and could not be reasonably discovery until July 2017 due to the ongoing campaign of obfuscation and deceit perpetuated by Collier, Countrywide, and the enterprise/venture now known as Lightsource HR, and their agents, employees, and attorneys from March 2015 until July 6, 2017.

72. However, the falsity of the above-mentioned representations was either known to employees and agents of Countrywide and the enterprise/venture now known as Lightsource HR at the time the statements were made, or the statements were made with reckless disregard of the facts demonstrating their falsity.

73. Countrywide and the enterprise/venture now known as Lightsource HR manifested their intent that Condustrial rely on these representations which were used to fraudulently induce Condustrial to enter into a business relationship with Countrywide and the enterprise/venture now known as Lightsource HR, to continue to pay premiums and other payments to Countrywide and the enterprise/venture now known as Lightsource HR, to prevent Condustrial from further investigating and working with insurance carriers to discover the fraud, and to delay Condustrial from discovering, seeking, and asserting its rights against Collier, Countrywide, and the enterprise/venture now known as Lightsource HR.

74. Condustral did rely on the truthfulness of these statement until July 2017, and it had a right to rely on these statements until that time. As a result of the nature of the relationship between Condustral and Countrywide and the enterprise/venture now known as Lightsource HR, it was Countrywide and the enterprise/venture now known as Lightsource HR's responsibility and duty to communicate with the insurance carriers and procure coverage for the co-employees. Countrywide and the enterprise/venture now known as Lightsource HR had sole possession of the information that would prove or disprove the falsity of their statements, and they had a pecuniary interest in making those statements due to the payments and other consideration Countrywide and the enterprise/venture now known as Lightsource HR were receiving from Condustral.

75. These misrepresentations were material, as the entire reason that Condustral entered into business with Collier, Countrywide, and the enterprise/venture now known as Lightsource HR, was to procure Workers' Comp insurance coverage for it and its employees.

76. As the direct and proximate result of the fraud perpetuated by Collier and the employees and agents of Countrywide and the enterprise/venture now known as Lightsource HR, Condustral has suffered actual damages, including payments for insurance premiums, gaps in insurance coverage, reputational harm, legal expenses, and other economic losses to be demonstrated at trial. Condustral is also entitled to an award compensating it for these damages, as well as an award of punitive damages.

77. As stated above, because Countrywide and the enterprise/venture now known as Lightsource HR are either a single enterprise or a joint venture that operate as the alter egos of Collier - who has allowed some of these entitles to become dissolved and

who has disregarded the distinctions between these companies to the detriment of third parties dealing with Countrywide and the enterprise/venture now known as Lightsource HR - Collier is liable both for his own conduct as well as the successor and real party in interest for the alter ego companies.

**ALTERNATIVELY, FOR A THIRD CAUSE OF ACTION**  
(Constructive Fraud: Countrywide/Lightsource Defendants)

78. All previous paragraphs are incorporated herein verbatim.

79. In the alternative that the officers, agents and employees of Countrywide and the enterprise/venture now known as Lightsource HR did not have a dishonest purpose or intent to deceive Condustral when making the aforesaid representations, Condustral asserts that Countrywide and the enterprise/venture now known as Lightsource HR nevertheless made false, material statements as described in paragraphs above. Countrywide and the enterprise/venture now known as Lightsource HR intended for Condustral to rely upon these statements, and Condustral did so rightly rely without on them knowledge of their falsity, which could not be uncovered by any further due diligence by it.

80. As the direct and proximate result of the constructive fraud perpetuated by Collier and the employees and agents of Countrywide and the enterprise/venture now known as Lightsource HR, Condustral has suffered actual damages, including payments for insurance premiums, gaps in insurance coverage, reputational harm, legal expenses, and other economic losses to be demonstrated at trial. Condustral is also entitled to an award compensating it for these damages, as well as an award of punitive damages, and Collier is directly responsible for the same.



**ALTERNATIVELY, FOR A FOURTH CAUSE OF ACTION**

(Negligent Misrepresentation: Countrywide/Lightsource Defendants)

81. All previous paragraphs are incorporated herein verbatim.

82. In the alternative, Collier, Countrywide and the enterprise/venture now known as Lightsource HR owed Condustrual a duty of care to truthfully advise Condustrual about the nature and existence of the insurance coverage it procured – or failed to procure – for Condustrual and its employees since it undertook the obligation to provide such coverage.

83. Collier, Countrywide and the enterprise/venture now known as Lightsource HR had a pecuniary interest in making the representations to Condustrual, as they were positions to profit and make financial gain as a result of their dealings with Condustrual, Condustrual's ongoing payments to them, and Condustrual's forbearance in asserting rights against Collier, Countrywide and the enterprise/venture now known as Lightsource HR.

84. Collier, Countrywide and the enterprise/venture now known as Lightsource HR owed a duty of care to Condustrual because:

- a. Of the nature of the special relationship between them and Condustrual that created the co-employment relationship;
- b. Their undertaking to act towards Condustrual and its employees on the subject of Workers' Comp coverage and procuring/providing the same;
- c. And Collier, Countrywide and the enterprise/venture now known as Lightsource HR's pecuniary interest in and peculiar knowledge of the subject of the aforesaid representations.

85. From March 2015 through July 2017, Collier and the employees and agents of Countrywide and the enterprise/venture now known as Lightsource HR failed to exercise

due care in making the aforesaid representations to Condustrial, and were negligent and/or grossly negligent in misrepresenting the truth regarding Condustrial's lack of Workers' Comp coverage for it and its employees.

86. Condustrial's reliance on the false representations was justifiable in light of the circumstances discussed in the preceding paragraphs and the relationship between the parties.

87. As the direct and proximate result of the negligent misrepresentations by Collier and the employees and agents of Countrywide and the enterprise/venture now known as Lightsource HR, Condustrial has suffered actual damages, including payments for insurance premiums, gaps in insurance coverage, reputational harm, legal expenses, and other economic losses to be demonstrated at trial. Condustrial is also entitled to an award compensating it for these damages, as well as an award of punitive damages, and Collier is directly responsible for the same.

**FOR A FIFTH CAUSE OF ACTION**

(Negligence/Gross Negligence: Countrywide/Lightsource Defendants)

88. All previous paragraphs are incorporated herein verbatim.

89. Countrywide and the enterprise/venture now known as Lightsource HR, as a result of the co-employment relationship between them and Condustrial, and Countrywide and the enterprise/venture now known as Lightsource HR's undertaking to procure and provide Condustrial and its employees Workers' Comp coverage, owed Condustrial a duty of care in procuring it complete Workers' Comp coverage for the time between March 26, 2015 and December 14, 2015.

90. Additionally, Collier, as the principal, Chief Executive Officer, sole director, sole shareholder, sole member, and controlling authority over Countrywide and

the enterprise/venture now known as Lightsource HR, owed a duty to properly supervise the employees and agents of Countrywide and the enterprise/venture now known as Lightsource HR to make sure that assigned job duties were performed, communications were accurate and truthful, and complete Workers' Comp coverage was in place for Condustral and its employees for the time between March 26, 2015 and December 14, 2015.

91. Countrywide and the enterprise/venture now known as Lightsource HR, by and through the employees and agents for whom they are vicariously liable, breached their duty of care in a negligent and/or grossly negligent manner by inexcusably failing to procure complete Workers' Comp insurance coverage for Condustral and its employees from March 26, 2015 and December 14, 2015.

92. Likewise, Collier breached his duty of care and was negligent and/or grossly negligent in his monitoring, supervision, and discharge of his office as the person responsible to ensure that the agents and employees of Countrywide and the enterprise/venture now known as Lightsource adequately and truthfully performed their job responsibilities and procured Workers' Comp insurance for Condustral and its employees.

93. In particular, Collier had actual or constructive knowledge about the propensity for his subordinates, including Hanson, his President, to engage in deceptive business practices.

94. As the direct and proximate result of these negligent and/or grossly negligent acts, Condustral has suffered significant financial harm, such as payments for insurance premiums, gaps in insurance coverage, reputational harm, legal expenses, and

other economic losses to be demonstrated at trial, as well as an award of punitive damages.

**FOR A SIXTH CAUSE OF ACTION**

(Accounting and Restitution)

95. All previous paragraphs are incorporated herein verbatim.

96. In the alternative that Condustrual has no available remedy at law, Condustrual has nevertheless conferred a non-gratuitous benefit on each of the Defendants in the form of cash and other consideration.

97. Defendants have realized some value from Plaintiff from the receipt or appropriation of these benefits, and yet Condustrual has never received the value it sought by compensating the Defendants for insurance coverage it either never received or that was inadequate to meet the reasonable needs of Condustrual known to the Defendants.

98. In light of Defendants' actions discussed in the proceeding paragraphs, it would be inequitable for Defendants to retain the benefits it has realized at the expense of Condustrual, giving rise to unjust enrichment.

99. As a result of Defendants' actions and inactions described above, Condustrual is entitled to the equitable remedy of accounting in order to prevent unjust enrichment and to disgorging the proceeds whereby Defendants have been unjustly enriched at the expense of Condustrual, including prejudgment interest and an order establishing a constructive trust over Defendants' assets for purposes of repayment to Condustrual.

**DEMAND FOR A JURY TRIAL**

100. In the event that a trial is necessary, Condustrual demands a jury trial on all causes of action.

**PRAYER FOR RELIEF**

WHEREFORE, having duly complained of the Defendants, Condustrial respectfully asks that the court to enter judgment against each of the Defendants and award Condustrial all of the actual, general, consequential, and exemplary damages it is entitled to receive at law (in an amount that exceeds \$100,000.00), including punitive damages, as well as all pre-judgment interest, costs, attorneys' fees, and such other relief that the court may deem just or proper at law or in equity.

Respectfully submitted:

s/ Shaun C. Blake  
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December 12, 2018

ATTORNEYS FOR THE PLAINTIFF