

1 Daniel L. Rottinghaus, SBN 131949  
drottinghaus@berdingweil.com  
2 Fredrick A. Hagen, SBN 196220  
fhagen@berdingweil.com  
3 BERDING & WEIL LLP  
2175 N. California Blvd, Suite 500  
4 Walnut Creek, California 94596  
925/838-2090 (tel.) / 925/820-5592 (fax)

5 David M. Birka-White, SBN 85721  
dbw@birka-white.com  
6 Robert S. Robinson SBN 131461  
rob@robobinsonlaw.com  
7 BIRKA-WHITE LAW OFFICES  
8 178 E. Prospect Avenue  
Danville, CA 94526  
9 (925) 362-9999 (tel.) / (925) 362-9970 (fax)

10 Attorneys for Plaintiff BOOBULI’S LLC,  
11 a California limited liability company, on behalf of itself  
and all others similarly situated

12  
13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**

15  
16 BOOBULI’S LLC, a California limited  
liability company, on behalf of itself  
17 and all others similarly situated,

18 Plaintiff,

19 vs.

20 STATE FARM FIRE AND  
CASUALTY COMPANY, an Illinois  
21 corporation;

22 Defendant.  
23 \_\_\_\_\_ /

Case No. 3:20-cv-7074

**COMPLAINT FOR RESTITUTION  
(UNJUST ENRICHMENT) AND  
VIOLATION OF THE UNFAIR  
COMPETITION LAW**

**DEMAND FOR JURY TRIAL**

**CLASS ACTION**

24 **INTRODUCTION**

25 1. Plaintiff Boobuli’s LLC seeks to remedy defendant’s unfair business  
26 practice of unjustly profiting from the COVID-19 pandemic by collecting and/or  
27 retaining excessive, unfair premiums in violation of California’s inherent public  
28 policy limiting insurers to a fair rate of return.





**PRELIMINARY ALLEGATIONS**

1  
2 12. In December 2019, several cases of an unknown viral pneumonia were  
3 detected in Wuhan, China. In January 2020, the cause was identified as a novel  
4 virus, SARS-Co-V-2 (“COVID-19”). As COVID-19 began to spread worldwide,  
5 California declared a state of emergency on March 4, 2020. On March 11, 2020,  
6 the World Health Organization declared the deadly COVID-19 outbreak a  
7 pandemic.<sup>1</sup> On March 16, 2020, the Center for Disease Control and national  
8 Coronavirus Task Force issued guidance for arresting the spread of COVID-19  
9 titled “30 Days to Slow the Spread,” promoting the adoption of unprecedented  
10 social distancing measures.<sup>2</sup>

11 13. On March 19, 2020, California health authorities issued statewide  
12 shelter-in-place orders, directing California residents to stay at home and avoid  
13 public places except essential services. These unprecedented health orders resulted  
14 in the closing or substantial reduction in operations of numerous California  
15 businesses throughout the state, including restaurants and other food service  
16 locations. Those orders have been revised, extended, and modified as the virus  
17 continues to spread, and the devastation of California business operations has  
18 grown contemporaneously. As of September 24, 2020, California has identified  
19 nearly 800,000 cases and 16,000 deaths from COVID-19.

20 14. State Farm is aware that the shelter-in-place orders, social distancing  
21 guidelines, and resulting reduction in business activity has substantially reduced or  
22 eliminated insured business operations through California. For example, in touting  
23 its program to refund about 25% of the premiums paid by auto insurance customers  
24 for the period March 20 through May 31, State Farm stated: “We know this is a  
25

---

26 <sup>1</sup> See <https://www.who.int/dg/speeches/detail/who-director-general-s-opening-remarks-at-the-media-briefing-on-covid-19---11-march-2020>

27 <sup>2</sup> See [https://www.whitehouse.gov/wp-content/uploads/2020/03/03.16.20\\_coronavirus-guidance\\_8.5x11\\_315PM.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/03/03.16.20_coronavirus-guidance_8.5x11_315PM.pdf)  
28

1 difficult time and we continue to look for ways to support our customers.”<sup>3</sup> But  
2 State Farm continued to collect and retain excessive, unfair premiums from  
3 Boobuli’s and other businesses. State Farm claims to be working on lowering  
4 future business premiums by up to 7%, which is woefully inadequate to address the  
5 ongoing reduction in business operations and fails to address State Farm’s prior  
6 collection and retention of excessive premiums from March 2020 to the present.

7 15. State Farm is also aware that when its California property and casualty  
8 premiums were calculated, State Farm did not incorporate or contemplate that the  
9 majority of insured businesses would cease to operate or that their operations  
10 would be severely reduced. Boobuli’s and other similarly situated businesses have  
11 paid premiums to insure against the risks associated with pre-COVID-19 business  
12 operations, even after the insured business operations have ceased or been  
13 substantially reduced. This has resulted in State Farm collecting and retaining  
14 excessive, unfair premiums in violation of California public policy.

15 16. Like so many other California businesses, Plaintiff’s insured  
16 operations have been substantially reduced or eliminated by COVID-19 and  
17 concomitant government mandates and guidelines. Prior to March 2020, Boobuli’s  
18 operated a coffee shop and restaurant in an office-building location in Walnut  
19 Creek, California, serving coffee, espresso drinks, and food, including sandwiches,  
20 salads and soups.

21 17. By March 2020, business activity decreased dramatically as a result of  
22 the COVID-19 pandemic. And after California’s March 19, 2020, shelter-in-place  
23 order, Boobuli’s could not operate for months. The Walnut Creek office buildings  
24 where Boobuli’s Caffe California restaurant is located are still largely vacant  
25 because the majority of the tenants’ employees are still working from home.

26  
27 \_\_\_\_\_  
28 <sup>3</sup> State Farm Response to COVID-19 coronavirus, September 16, 2020:  
<https://newsroom.statefarm.com/covid-19/>

1 Boobuli's was able to reopen with reduced hours and employees, but the volume of  
2 business rarely approaches a quarter of pre-COVID-19-pandemic levels. As a  
3 result, Boobuli's has substantially reduced the number of employees and  
4 experienced dramatically reduced sales and operations that will continue into the  
5 foreseeable future. Some days gross revenue fails to cover daily operating costs.

6 18. State Farm provides commercial property and casualty insurance,  
7 insuring against certain property and businesses risks of California businesses and  
8 their respective operations at certain commercial premises. State Farm sets  
9 premiums based on the various anticipated risks associate with the insured business  
10 operations and location of the premises. State Farm uses various factors in  
11 calculating premiums for commercial property and casualty insurance, including  
12 the volume and type of business giving rise to the expected risks, the number of  
13 customers that frequent the business, the type of work employees conduct at the  
14 premises, and the character of adjacent businesses and premises. And State Farm  
15 requires policyholders, like Plaintiff, to provide detailed information regarding its  
16 past and expected business operations and income, swearing to the accuracy of the  
17 information under the penalty of perjury. Finally, State Farm requires accurate  
18 information to set and maintain premiums at the appropriate rates.

19 19. Plaintiff purchased business risk insurance from State Farm to insure  
20 its business operations and its commercial premises, including Commercial General  
21 Liability insurance ("CGL).

22 20. The premium rates charged to Plaintiff and other businesses were set  
23 prior to the COVID-19 pandemic, associated shelter-in-place orders, and the  
24 resulting effect on business operations. Just as with Plaintiff, many insured  
25 businesses can no longer operate or were forced to substantially reduce their  
26 operations from March 2020 through the filing of this complaint.

27 21. California has a long-standing general public policy limiting insurance  
28 premiums and rates to a fair rate of return on the risk covered by the policy. (See,

1 e.g., 10 Cal. Code Reg. § 2644.16 [rate of return].) The fair rate of return policy  
2 limits insurance premiums to an amount: (1) commensurate with returns on  
3 investments in other enterprises having corresponding risks; and (2) sufficient to  
4 attract capital and maintain credit. Given the elimination and/or substantial  
5 reduction in business operations, the risks insured under State Farm’s policies have  
6 been substantially reduced or eliminated. Nevertheless, after COVID-19 orders,  
7 State Farm continued to charge and retain premiums calculated based on the  
8 volume of pre-COVID-19 business operations and associated risks. This has  
9 resulted in State Farm charging and retaining premiums substantially in excess of a  
10 fair rate of return for the given risk, resulting in a windfall of excessive, unfair  
11 premiums that violates California public policy.

12 22. State Farm is the largest property and casualty insurance conglomerate  
13 in the country, writing policies generating over \$65.5 billion in net premiums in  
14 2018.<sup>4</sup> By market capitalization, State Farm is one of the largest U.S. Insurance  
15 Company, with a net worth of more than \$116 billion.

16 23. Despite growing financial position and its policyholders’ dramatic  
17 decrease in insured business operations caused by the COVID-19 pandemic, State  
18 Farm refuses to: a) reduce premiums fairly; or b) refund the excess premium  
19 reflecting the absent or decreased insured risks. Simply stated, the premiums  
20 charged for property and casualty policies are based on the considered risks  
21 associated with the type, volume, and location of insured business operations.  
22 California public policy and practice limits an insurer to a fair rate of return – not  
23 an excessive, unjustified rate of return. Yet, while Covid-19 wreaked its continuing  
24 toll on collective health, business, and society, State Farm chose a windfall of  
25 excessive premiums over fairness mandated by California public policy.

26 24. State Farm’s conduct of collecting excessive premiums in excess of a  
27

28 <sup>4</sup> <https://www.reinsurancene.ws/top-100-u-s-property-casualty-insurance-companies/>

1 fair rate of return violates California’s laws against unfair business practices under  
2 section 17200 of the Business and Professions Code. Plaintiff seeks to restore  
3 excessive, unfair premiums (and the earnings thereon), through disgorgement,  
4 restitution and a constructive trust, and enjoin State Farm from continuing to charge  
5 and retain excessive, unfair premiums.

6 **CLASS ALLEGATIONS**

7 25. *Class Definition:* Plaintiff brings this suit as a class action under  
8 section 17203 of the Business & Professions Code and section 382 of the Code of  
9 Civil Procedure, on behalf of itself and all other similarly-situated persons as a  
10 member of a Class defined as follows: All persons who paid insurance premiums to  
11 State Farm for property and casualty insurance policies, covering any period from  
12 March 16, 2020, through the present, whose business operations were substantially  
13 reduced or eliminated due to the COVID-19 pandemic.

14 26. *Numerosity:* The proposed Class is sufficiently numerous in that State  
15 Farm insures numerous businesses in California. Class members are so numerous  
16 and are dispersed throughout California that joinder of all Class members is  
17 impracticable. Class members can be readily identified by, *inter alia*, records  
18 maintained by the Defendant.

19 27. *Common Questions of Fact and Law:* Common questions of fact and  
20 law exist as to all members of the Class and predominate over any questions  
21 affecting solely individual members of the Class. Among the questions of fact and  
22 law that predominate over any individual issues are:

- 23 a. Whether Defendant’s practice of charging and retaining excess  
24 premiums during the COVID-19 pandemic was “unfair” within the  
25 meaning of section 17200 of the Business and Professions Code; and  
26 b. Whether Class members lost money or property as a result of  
27 Defendant’s unfair business practice in violation of section 17200 of  
28 the Business and Professions Code.

- 1 c. Whether the members of the Class paid excessive premiums to
- 2 Defendant;
- 3 d. Whether Defendant failed to properly calculate or recalculate
- 4 premiums to take into account the substantial reduction in insured
- 5 activity and Defendant's risk during the COVID-19 pandemic;
- 6 e. Whether the members of the Class are entitled to recover the
- 7 premiums paid in excess of the amounts allowed by California public
- 8 policy given the reduction of insured activity and/or risk, plus interest;
- 9 f. Whether Defendant should be enjoined from continuing to charge,
- 10 receive, and retain payment of excess premiums, and if so, the nature,
- 11 type, and the extent of such injunction;
- 12 g. Whether Defendant should disgorge the profits from their investment
- 13 of charged and retained excess premiums; and
- 14 h. The appropriate nature of and procedure for providing class-wide
- 15 relief.

16 28. *Typicality of Claims:* Plaintiff's claims are typical of the claims of the  
17 Class. Plaintiff, like other Class members, has been assessed and/or has paid  
18 premiums that exceed the Defendant insurer's fair return for the risk taken.  
19 Plaintiff's claims therefore arise from a common course of conduct by Defendant  
20 and are based on the same legal theories. Proof of a common or single state of facts  
21 will establish the right of each member of the Class to judgment because  
22 Defendant's ongoing practice violates California law and public policy, as stated  
23 herein, and will be applicable to all members of the Class. Moreover, the injunction  
24 proscribing Defendant's practice will benefit all members equally. Upon  
25 application by Plaintiff's counsel for certification of the class, as and where  
26 necessary as to the following causes of action, the Court may be requested to also  
27 incorporate subclasses in the interests of justice and judicial economy.

28 29. *Adequacy of Representation:* Plaintiff is an aggrieved representative of

1 the class parties who will fully and adequately protect the interests of the Class  
2 members and has retained experienced and competent class counsel who have  
3 familiarity in litigating complex class action lawsuits and claims. Plaintiff has no  
4 interest contrary to or in conflict with that of the Class it seeks to represent. The  
5 interests of the Class will thus be fairly and adequately protected by Plaintiff and  
6 Plaintiff's counsel.

7 30. The number and identity of the members of the Class, and the precise  
8 amount of unfair premiums paid by each of them, are unknown at the present time,  
9 but are readily determinable from Defendant's billing records. Such records will  
10 permit Class members to be easily identified and, if appropriate, notified of the  
11 pendency of this action through mail, and/or through internet or print publications.

12 31. *Superiority*: A class action is superior to other available means for the  
13 fair and efficient adjudication of this controversy since individual joinder of all  
14 members of the class is clearly impractical. Class action treatment will permit a  
15 large number of similarly situated persons to prosecute their common claims in a  
16 single forum simultaneously, efficiently, and without the necessary duplication of  
17 effort and expense that numerous individuals claim filings and actions would  
18 engender. Furthermore, given that the restitution amount suffered and/or demanded  
19 by each individual member of the class may be relatively small, the expenses and  
20 burden of individual litigation would make it difficult or impossible for individual  
21 members of the class to redress the wrongs done to them. Moreover, individualized  
22 claims and litigation would present the potential for inconsistent or contradictory  
23 outcomes. The class action device presents fewer management difficulties,  
24 requiring only a single adjudication of the complex legal and factual issues in this  
25 dispute, thereby providing the benefits of economy of scale and comprehensive  
26 supervision by a single court.

27 32. Plaintiff and Plaintiff's counsel know of no difficulty to be  
28 encountered in the management of this action that would preclude its maintenance

1 as a class action. A class action would be superior to other methods for fair and  
2 efficient adjudication of this controversy. Accordingly, relief concerning Plaintiff's  
3 rights and certification of class would be appropriate under Fed. R. Civ. P.  
4 23(b)(1), (2) and/or (3).

5 **FIRST CAUSE OF ACTION**

6 **(Unjust Enrichment/Restitution)**

7 33. Plaintiff realleges and incorporates by reference all of the foregoing  
8 paragraphs as if set forth herein.

9 34. Plaintiff and the Class purchased business risk insurance packages  
10 from State Farm, including Comprehensive General Liability coverage, covering  
11 risks faced by Plaintiff's business operations at various locations.

12 35. Plaintiff and the Class submitted insurance applications describing  
13 among other things, their business operations, revenue, and other details to enable  
14 State Farm to evaluate the risk of covering Plaintiff and Class member's respective  
15 business operations and set a premium allowing a fair rate of return under  
16 California public policy. Plaintiff and Class members also agreed to subject their  
17 businesses to audits and verify the accuracy of representations regarding the type,  
18 volume and location of insured business operations.

19 36. As a result of the COVID-19 pandemic, the insured business  
20 operations of Plaintiff and the Class have decreased dramatically, but State Farm  
21 has continued to charge and collect excessive, unfair premiums and has failed and  
22 refused to voluntarily return the excessive, unfair premiums.

23 37. Defendant's collection and refusal to refund the excessive, unfair  
24 premiums has unjustly enriched Defendant and Plaintiff and Class members are  
25 entitled to restitution of such excessive, unfair premiums and the Defendant's  
26 investment returns thereon. Further, Plaintiff and the Class request a constructive  
27 trust on those excessive, unfair premiums (and Defendant's gains on those funds)  
28 and an award of attorney's fees and costs incurred for this matter.

**SECOND CAUSE OF ACTION**

**(Violation of Business and Professions Code § 17200, et seq. )**

38. Plaintiff realleges and incorporates by reference all of the foregoing paragraphs as if set forth herein.

39. Defendant provided commercial property and casualty policies to Plaintiff and Class members, insuring against certain risks, most of which were related to the use of their respective commercial premises. Consistent with California public policy, Defendant initially charged premiums that covered the risk and presumably included a fair rate of return for the risk insured.

40. Beginning in mid-March 2020, California governing authorities issued a series of shelter-in-place orders preventing and/or significantly reducing the ability of Plaintiff and Class members, through no fault of their own, to operate their respective businesses and/or conduct business at their respective insured commercial premises. After the shelter-in-place orders, the risk insured by Defendant was eliminated and/or substantially reduced. Nevertheless, despite the complete elimination or substantial reduction in the insured risk, Defendant continued to charge and/or did not refund excess premiums that were calculated based on the pre-pandemic business operations and use of the insured premises. This has resulted in Defendant charging, receiving, and retaining substantial excessive, unfair premiums in violation of California public policy.

41. California has a long-standing public policy limiting an insurer's ability to impose rates in excess of a fair rate of return on the insured risk, reflected in various statutes and regulations. In fact, in some instances, California law requires insurers to periodically show the Commissioner of Insurance that the rates do not exceed a fair rate of return on the insured risk.

42. Defendant's conduct in charging and retaining premiums for a risk that no longer exists, or has been substantially reduced, violates this vital public policy and the intent of the statutes and regulations designed to ensure that the rates

1 charged by insurers relate to the risk insured and are limited to a fair rate of return  
2 on insuring that risk. The inability to conduct business operations due to a  
3 pandemic was not one of the factors or risks used by Defendant to calculate  
4 insurance rates or premiums. A windfall accrues to Defendant in collecting or  
5 retaining premiums for a nonexistent or substantially reduced risk. The harm to  
6 Plaintiff and the Class substantially outweighs any the benefit or utility of  
7 Defendant's unfair business practice of collecting excessive, unfair premiums.

8 43. Plaintiff and Class members have no adequate remedy at law.

9 44. As a result of the Defendant's unfair business practices, Plaintiff and  
10 Class members have lost money or property and suffered injury in fact. For  
11 example, Plaintiff pays substantial premiums to State Farm based on Plaintiff's  
12 Pre-COVID-19 business operations. After the COVID-19 elimination and/or  
13 substantial reduction of the insured risks, Defendant continues to hold and charge  
14 excessive, unfair premiums rightfully belonging to Plaintiff (and the Class).

15 45. Such conduct is ongoing and continues to this date. The various health  
16 orders continue to be reissued and revised with no certain date when they will be  
17 lifted. Moreover, the general fear caused by the pandemic has also reduced  
18 business operations as employees are furloughed or work from home and customers  
19 choose to forego goods and services due to the uncertainty. Plaintiff and Class  
20 members have been damaged by the Defendant's unfair business practices and are  
21 entitled to the relief described below, including the restoration of excessive, unfair  
22 premiums charged in violation of California public policy.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, PLAINTIFF requests of this Court the following relief on  
25 behalf of itself and all others similarly situated in California:

26 A. An order certifying the proposed Class under section 382 of the Civil  
27 Procedure Code and section 1781 of the Civil Code, and appointing Plaintiff and its  
28 counsel of record to represent the Class;

1 B. An order declaring that Defendant violated the legal rights of Plaintiff  
2 and Class members, as described herein;

3 C. An order and judgment that the Defendant be preliminarily and  
4 permanently enjoined from charging premiums in excess of a fair rate of return  
5 based on pre-COVID-19, Shelter-in-Place rate calculations under section 17203 of  
6 the Business and Professions Code and the equitable powers of this Court;

7 D. An order and judgment that the Defendant restore to Plaintiff and the  
8 Class all funds acquired by means of any act or practice declared by this Court to  
9 be unfair under Business and Professions Code section 17200 et seq. under section  
10 17203 of the Business and Professions Code and the equitable powers of this Court,  
11 including restitution for unjust enrichment;

12 E. For an order and judgment under the court’s equitable powers for  
13 disgorgement, restitution, and a constructive trust for the unearned premiums  
14 acquired from Plaintiff and the Class along with Defendant’s investment returns on  
15 those unearned premiums;

16 F. For attorneys’ fees and costs under section 1021.5 of the Code of Civil  
17 Procedure;

18 G. For pre-judgment interest;

19 H. Attorneys' fees and costs of suit, including expert witness fees; and

20 I. Such other and further legal and equitable relief as this Court may  
21 deem proper.

22 **JURY DEMAND**

23 Plaintiff demands a trial by jury for all issues so triable under the law.

24  
25 Date: October 8, 2020

**BERDING & WEIL LLP**

26  
27 By: \_\_\_\_\_

Fredrick A. Hagen  
Attorneys for Plaintiff  
Boobuli’s LLC

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Boobuli's LLC, a California limited liability company, on behalf of itself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Contra Costa (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) David M. Birka-White (85721) Robert S. Robinson (131461) Birka-White Law Offices, 178 E. Prospect Avenue, Danville, CA 94526 (925) 362-9999

DEFENDANTS

State Farm Fire And Casualty Company, an Illinois corporation

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF DEF X 1 1 Incorporated or Principal Place of Business In This State 4 4 Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 X 5 Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1332 (d)(2)((A))

Brief description of cause:

Class action for Unjust Enrichment (Restitution) and Violation of California Unfair Competition Law

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ In excess of \$5,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 10/09/2020

SIGNATURE OF ATTORNEY OF RECORD

/s/ David M. Birka-White