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Electronically
FILED

by Superior Court of California, County of San Mateo

ON

10/28/2024

By /s/ Kimberly Claussen
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN
MATEO - SOUTHERN BRANCH: HALL OF JUSTICE AND RECORDS**

JAMES KISNER, an individual

Plaintiff,

v.

Backblaze, Inc.,
a Delaware Corporation

Defendant.

CASE NO: 24-CIV-06796

COMPLAINT FOR:

- (1) WHISTLEBLOWER
RETALIATION, CIV. CODE §
1102.5;**
- (2) WRONGFUL TERMINATION IN
VIOLATION OF PUBLIC
POLICY; AND**
- (3) BREACH OF CONTRACT.**

[UNLIMITED CIVIL CASE]

[DEMAND FOR JURY TRIAL]

Plaintiff James Kisner ("Kisner" or "Plaintiff") alleges against Defendant Backblaze, Inc. ("Backblaze") as follows:

EXECUTIVE SUMMARY

1. This case arises from Kisner's opposition to Defendant Backblaze financial

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disclosures to auditors and the Securities and Exchange Commission (“SEC”). Prior to Backblaze’s retaliation, Kisner lead Backblaze’s Financial Planning & Analysis (“FP&A”) team. FP&A teams are responsible for *accurate* planning, forecasting, and budgeting for public disclosures.

2. Unfortunately, Backblaze’s founders prioritized their own personal “liquidity” over honesty. By heavily selling a thinly traded stock, the founders put strong downward pressure on its stock price and generated a motive to provide overly optimistic forecasts. (While its November 2021 IPO price was \$16 per share, it is currently trading at roughly \$6 per share or barely above the \$5 price level many institutional require for their investments.)

3. In 2023, Chief Financial Officer (“CFO”) Frank Patchel (“Patchel”) sent highly inflated cash flow forecasts to auditors so that Backblaze could pass the “going concern” opinion provided by auditors in Backblaze’s public quarterly and annual financial filings (forms 10-Q and 10-K). Ultimately, at great personal risk, Kisner went directly to Senior Management and the Board to prevent the fraudulent cash flow forecasts from being incorporated into public financial filings. While Kisner led the financial crisis modeling to help justify and rush through more than 20% unplanned price increases on both of Backblaze's two key services, allowing Backblaze to remain a going concern, his career at Backblaze was already over.

4. Founder and Chief Executive Officer Gleb Budman (“Budman”) saw in Kisner’s psychiatric disability and sobriety a perfect justification for getting rid of an obstacle to the founders’ personal liquidity. Wracked with the stress of taking the likely career killing step of opposing Patchel’s fraudulent cash flow projections, Kisner was further destabilized by having to go directly to the Board.

5. In late August 2023, Backblaze suspends Kisner with pay while Backblaze

1 purported to conduct: (i) a personnel investigation that found no fault with Kisner's conduct –
2 and fired the other employee a few days later; and (ii) a HR investigation that found Kisner's
3 post-breakdown over the top communications that stopped when his mental health stabilized
4 justified his November 27, 2023 termination. In addition, an outside law firm's investigation
5 validated Kisner's complaints that Backblaze's cash flow forecasting process was highly
6 deficient, leading to Backblaze, at the behest of auditors, to disclose a new material weakness in
7 Backblaze's internal controls in the company's Q3 2023 10-Q and 2024 10K. Backblaze
8 incorrectly characterized the material weaknesses as "our controls were not adequately designed
9 and operating effectively to allow sufficient and timely review of our going concern assessment.
10 Within the going concern assessment, this resulted in incorrect assumptions used in the
11 forecasted cash flows and computational errors." In reality, the actual cause of the material
12 weakness was Patchel directing employees to provide fraudulent numbers.
13

14
15 6. In addition, an outside law firm's investigation validated Kisner's complaints that
16 Backblaze's cash flow forecasting process represented a "material weakness" in Backblaze's
17 internal controls.
18

19 **INTRODUCTION**

20 7. This is a Complaint for: (i) whistleblower retaliation, Civ. Code § 1102.5; and (ii)
21 wrongful termination in violation of public policy.
22

23 **THE PARTIES**

24 8. At all relevant times, Kisner was an individual residing in the County of Santa
25 Clara in the State of California.
26

27 9. Kisner is informed and believes and thereon alleges that, at all relevant times,
28 Defendant Backblaze was and is a Delaware corporation registered with the State of California

COMPLAINT

1 as a foreign corporation with its principal place of business at 201 Baldwin Avenue, San Mateo,
2 CA, 94401, and doing business in the County of San Mateo County, in the State of California.

3 **JURISDICTION AND VENUE**

4 10. This Court has personal jurisdiction over all Defendant(s) named in this Complaint
5 as Defendant Backblaze operated its business in San Mateo, California, including hiring
6 employees in California, including Plaintiff. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.
7 S. 286, 297 (1980). Therefore, this Court may properly exercise jurisdiction over Defendants.
8

9 11. This Court has subject matter jurisdiction over all causes of action alleged in this
10 Complaint as the acts of Defendant that form the basis for the causes of action in this Complaint
11 occurred in the City and County of San Mateo, and this Court is a Court of competent jurisdiction
12 to grant the relief requested. Further, Plaintiff's claims arise under the laws of the State of
13 California, are not preempted by federal law, do not challenge conduct within any federal agency's
14 exclusive domain, and are not statutorily assigned to any other trial court.
15

16 12. Venue is proper in the Superior Court for the County of San Mateo because the acts
17 or effects of the acts of Defendants that form the basis for the causes of action in this Complaint
18 occurred in the County of San Mateo.

19 **GENERAL ALLEGATIONS**

20 **A. Backblaze Hires Kisner As Vice President of Investor Relations.**

21 13. Backblaze, founded in 2007, is a company that provides, *inter alia*, Cloud Storage
22 and Computer Backup services, targeted at both business and personal markets.
23

24 14. Kisner earned an MBA from The Wharton School and has substantial experience
25 in financial planning, forecasting, budgeting and reporting for publicly traded companies. In
26 addition, Kisner has a Bachelor's Degree in economics, mathematics and political science from
27

28 **COMPLAINT**

Indiana University, Bloomington.

15. In May 2021, Backblaze hired Kisner as the “Vice President (“VP”) of Investor Relations.” As VP of Investor Relations, Kisner serves as a key liaison between the company and the investment community, ensuring that investors have a clear understanding of the company’s performance and strategy.

16. Kisner’s job responsibilities included both investor relations and financial planning for the entire company. As part of investor relations (“IR”), Kisner oversees all aspects of communications with investors and event management. As part of financial planning, Kisner is responsible for all aspects of financial planning and forecasting. Kisner also was responsible for managing a team of IR and FP&A professionals.

17. Kisner reports directly to Backblaze’s Chief Financial Officer (“CFO”) Frank Patchel (“Patchel”).

18. Kisner’s written employment contract provides for: (i) \$290,000 salary per year; (ii) a \$50,000 sign-on bonus; (iii) standard employee benefits; (iv) the option to purchase 26,800 shares of common stock; and (v) California law applies to all disputes between Backblaze and Kisner. [Ex. A].

19. In addition, Backblaze’s Whistleblower Policy provides in pertinent part:

Matters that Must be Reported Employees must immediately report and submit complaints regarding potential violations of the Company’s Code of Business Conduct and Ethics, the Company’s Code of Ethics for Senior Financial Officers and other applicable laws impacting the Company or its business. Employees must also immediately report and submit complaints of accounting, auditing and other legal matters for which there is actual or suspected:

- Intentional error, fraud or gross negligence in the preparation, review or audit of any of the financial statements of the Company;
- Material or intentional error or omissions, fraud or gross negligence in the disclosure of information or recording of transactions of the Company;
- Failure of, or noncompliance with, or significant deficiencies or material weaknesses in, the internal controls over financial reporting or disclosure controls of

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the Company;

- Violations of U.S. Securities and Exchange Commission (the “SEC”) rules and regulations, including any violations that are related to securities laws or accounting, internal accounting controls and auditing matters;
- Fraud against investors, securities fraud, mail or wire fraud, bank fraud or fraudulent statements to management, outside auditors, the SEC or members of the investing public; or
- Violations of the Company’s Insider Trading Policy, the U.S. federal securities laws or the Company’s Anti-Corruption Policy, including the FCPA or similar laws.

* * *

Reprisal, threats, retribution or retaliation in any way against any person who has in good faith made a complaint or reported a concern, or against any person who assists in any investigation or process with respect to such a complaint or concern, is prohibited. . . .

20. Kisner performed well at his job earning an “exceeds expectations” rating in all performance review cycles prior to Kisner bringing questionable, inflated and fraudulent accounting and financial concerns to management as more fully described below.

21. In recognition of Kisner’s excellent job performance, Backblaze awards Kisner back-to-back raises such that his salary increased to \$326,000.

22. Due to Kisner’s excellent performance, in the fall of 2022, Backblaze promotes Kisner to “VP of Investor Relations and Financial Planning” with responsibility for Backblaze’s FP&A team.

23. At Backblaze, FP&A team is responsible for accurate planning, forecasting, and budgeting for both managing the business and to support public disclosures to investors and in SEC filings.

24. As an experienced financial professional, Kisner was aware of the importance of accurate information for SEC filings as well as maintaining the confidence of investors and analysts.

B. On November 11, 2021, Backblaze Becomes A Public Company And The Founders’ Focus On Personal “Liquidity” Leads To A Swift Price Decline.

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1 25. On November 11, 2021, Backblaze becomes a publicly traded company.

2 26. Backblaze went public after generating just \$16 million in revenue in the second
3 quarter at an IPO price of \$16 per share and raised \$100 million.¹

4 27. Each of Backblaze’s five Founders prioritized personal “liquidity” and decided to
5 sell 2,000 shares of stock per day.

6 28. On an April 4, 2022 conference call, the five Founders decided to ignore all external
7 capital markets advice that the Founders’ proposed 10b5-1 plan (the “Plan”) to each sell 2,000
8 shares per day could seriously damage the company. Kisner, Backblaze’s General Counsel Tom
9 MacMitchell (“MacMitchell”), Patchel, and an external capital markets consultant told the
10 Founders that their 10b5-1 plan coupled with four other large early employee holders and a large
11 employee option lockup expiration and softening business fundamentals could cause Backblaze
12 shares to drop significantly.

13 29. The 18,000 shares to be sold daily was around 100% of daily trade volume in the
14 days leading up to this meeting. In contrast, investment bankers and others recommend limiting
15 daily insider sales to below 5% of average daily volume.

16 30. Kisner expressed his concern to leadership that the Plan could cause Backblaze’s
17 share price to drop significantly. On April 5, 2022, Kisner sent an email to Backblaze’s
18 management expressing his concerns:

19 My final 2c on this...Sounds like that this would be after the conversion has already
20 happened. What I'm thinking is that if a Board member wants to contact the participants
21 prior to execution of the conversion, they should have that option. As you know, I believe
22 that this decision, while fully within the legal rights of the founders to do, could have a
23 meaningful negative impact on the business, and a Board member therefore should be
24 given an opportunity to express disagreement. It also may draw headlines given its

25
26 ¹ <https://www.cnbc.com/2021/11/12/Backblaze-ipo-takes-opposite-approach-to-rivian-going-public-small.html>

unprecedented nature. I do recognize management seems very committed to this course, which could also be part of context for the other members and whether they want to bother with another conversation.

[Ex. B].

C. In April 2022, Backblaze Publicly Announces The Founder's 10b5-1 Plan And The Stock Price Bottoms Out At \$3.75.

31. On April 13, 2022, Backblaze publicly announces the Plan. The daily trading volumes of Backblaze shares could not absorb the planned daily sales of 18,000 shares for an entire year without significant negative impacts. Adam Epstein, a capital markets expert and corporate lawyer by training, told Kisner that Backblaze management was likely breaching its fiduciary duties with this program.

32. Starting in May 2022, Backblaze investors and other stockholders complain to Backblaze management about how the plan is causing the value of its stock to plummet. Some investors request that Backblaze postpone the plan until the price of the stock rises. Some investors complain that the insider stock sales are the "kiss of death" for companies such as Backblaze.

33. Despite complaints over the next year from investors and stockholders that the Plan was causing a significant decrease in Backblaze's stock price, would negatively affect the company's financial position, and result in significant cash loss, Backblaze continued with the Plan. On

34. The planned sales of 10,000 shares a day by the Founders alone reflects a 35% increase in the public float of the company in a single year, a dramatic increase in oversupply to a highly illiquid stock. After a 50% decline in share price, Budman reluctantly announces he is terminating his 10b5-1 insider selling program.

35. Despite the credibility problems created by the Plan, Kisner manages to maintain the confidence of investors and analysts in Backblaze. As a result, in the fall of 2022, Backblaze

promotes Kisner to “VP of Investor Relations and Financial Planning” with responsibility for Backblaze’s Financial Planning & Analysis (“FP&A”) team.

D. Backblaze Conceals Further Founder Stock Sales.

36. On March 21, 2023, Backblaze’s General Counsel, Tom MacMitchell, sends emails to management including Kisner discussing Backblaze’s plan to obscure the sales of co-founders Brian Wilson (“Wilson), Casey Jones, and Billy Ng, who had left the company.

37. Specifically, those three founders signed an agreement not to convert their Class B shares to publicly traded Class A sales for at least 61 days, and this allowed them to stop filing form 4s, hiding their sales from public investors. MacMitchell was so concerned that he sent the following e-mail response to an e-mail chain discussing the proposed plan:

FYI, I am concerned that [founder] Tim [Nufire]'s plan to sell a very significant amount of stock at first opportunity could have a very dramatic impact on the stock, particularly if he goes through the open market. And that is just Tim, never mind any other Founders, employees, etc. that wish to do something similar around the same time.

Given the significant amount of stock held by insiders and employees, and a large pent up demand to liquidate, I hope we do not crush our stock price.

In addition, Wilson responded to this e-mail chain with the following:

The number of shares publicly traded daily is currently 5 million. I have been told for several years that if all of the above people sell their 18,402,352 shares on the first day that we possibly can, it will decrease the stock price significantly harming all of us.

I would propose we ask some knowledgeable people for advice of what we can sell at what rate "fairly safely" and we all file our 10b5-1 plans to sell at that rate. But PLEASE SPEAK UP if you want to go your own way, or actively trade the stock trying to time the market, or whatever. This is a personal decision, I'm just trying to surface this issue.

[Ex. C]

1 On September 20, 2022, or 4 months into the 10(b)5-1 program, Founder and Board
2 Member Wilson wrote in pertinent part:

3 *If BLZE goes straight down to zero, each day I sold was BEYOND totally justified*
4 *and I won't regret it. On the other hand, if sometime in the next 5 years the stock*
5 *recovers, then I'll be selling then also so that's even better for me. Different people*
6 *on this list have other tradeoffs, concerns, life pressures, expectations – they are*
7 *free to make their own decisions. (Emphasis added.)*

8 **E. Kisner Discovers Patchel's Fraudulent Cash Flow Projections.**

9 38. In April 2023, Backblaze presents its auditor, BDO USA, LLP ("BDO") with a
10 "going concern" memo to support Backblaze's Quarter 1 2023 10Q filing for the SEC. BDO was
11 also to prepare Backblaze's annual SEC filing, form 10K.

12 39. BDO does not initially accept the memorandum due to discrepancies between
13 Backblaze's actual and forecasted financials. Although Kisner was responsible for FP&A, Patchel
14 "addresses" BDO's concerns without involving Kisner.

15 **F. Patchel Excludes Kisner From Meetings With BDO.**

16 40. In May 2023, while the FP&A team led by Kisner works on the Quarter 2 2023
17 projections, Kisner discovers that Backblaze's cash flow forecasts were approximately \$10 million
18 too high due to Patchel's indefensible assumptions. On May 18, 2023, Huey Hall, then
19 Backblaze's Sr. Director of Financial Planning and Analysis (FP&A), wrote Kisner in a slack
20 conversation,
21

22 what Frank [Patchel] wants and have in his mind is to present something we can
23 pass "Going Concern" memo. He will certainly not accept a low number that we
24 might come up with. As such, I tried to tread a thin line between what we think our
25 position will be vs. Frank thinks our cash position should be.

26 41. Kisner reasonably believes that the fraudulent, inflated cash flow forecasts if
27 presented to BDO and the SEC would be a violation of law.

1 42. In July 2023, Kisner raises these issues with Patchel. In response, Patchel continues
2 to meet with BDO regarding the cash flow projections, but completely excludes Kisner, even
3 though cash flow is firmly within the domain of FP&A.

4 43. Patchel justifies keeping Kisner out of the meetings with BDO as Kisner's presence
5 might "trigger questions" that might not otherwise had occurred.

6 44. Apparently satisfied with Patchel's responses and explanations on the cash flow
7 forecasts, despite the issues Kisner raised, BDO submits Backblaze's Quarter 2 2023 10Q SEC
8 filing.
9

10 **G. Kisner Reports The Inflated Cash Flow Projections To Budman And The**
11 **Board.**

12 45. Knowing the importance of accuracy in SEC filings, Kisner next raised his concerns
13 in writing and verbally with Budman, General Counsel Tom MacMitchell ("MacMitchell"), Chief
14 Human Resources Officer Robert ("Fitt"), but again was ignored.

15 46. After Kisner discovers FP&A Analyst II Shane Broome ("Broome") making
16 inappropriate changes to the corporate model at Patchel's request without notifying his direct
17 supervisor, Kisner. Kisner threatens to fire Broome. Kisner reports this situation to management
18 as well. (Patchel had unusual influence over Broome as Broome has dated Patchel's daughter since
19 high school and they live together.)
20

21 47. Backblaze's senior management's lack of response to Kisner's reporting of
22 Patchel's fraudulent and inflated cash flow forecasts spiked Kisner's stress levels, exacerbated his
23 psychiatric disability and threatened his sobriety and Budman knew it.

24 48. Ultimately, at great career risk, Kisner reports Patchel's fraudulent and inflated cash
25 flow forecasts directly to the Board. Ultimately, the Board appointed an outside law firm to
26 investigate Kisner's report of inflated cash flow.
27

1 **H. Backblaze Retaliates Against Kisner By Suspending, Then Terminating Him,**
2 **While Allowing Patchel To Stay Until He “Retires” Effective September 2024.**

3 49. In August 2023, Backblaze retaliates against Kisner by suspending him with pay
4 and putting him on administrative leave, while Backblaze purports to conduct two internal
5 investigations. First, a personnel investigation that found no fault with Kisner’s conduct and fired
6 the other employee. Second, an investigation focusing on Kisner’s post-breakdown
7 communications with Backblaze employees.

8 50. Backblaze also hired Fenwick to conduct an outside investigation into Kisner that
9 validated Kisner’s complaints that Backblaze’s cash flow forecasting process represented a
10 “material weakness” in Backblaze’s internal controls.

11 51. On November 27, 2023, Backblaze wrongfully terminated Kisner’s using his
12 psychiatric disability as a pretext for terminating him. During the termination, MacMitchell
13 pointed to Kisner threatening to fire FP&A Analyst II Broome for making inappropriate changes
14 to the corporate model at Patchel’s request without notifying his direct supervisor, Kisner.

15 52. Since Backblaze’s retaliatory termination, Kisner has diligently and unsuccessfully
16 searched for comparable employment.
17

18 53. Further, as a result of the stress of working at Backblaze and difficulties Kisner
19 has faced in finding comparable employment after being unlawfully terminated by Backblaze,
20 Kisner has suffered significant mental and emotional distress and symptoms of anxiety and
21 depression, indigestion, loss of appetite, and extreme fatigue.
22

23 **I. Budman Sells \$1.6 Million In Stock Before Backblaze Publicly Announces**
24 **Patchel’s Retirement And The Price Drops.**

25 54. In early February 2024, Budman pressures Patchel to resign. Budman must have
26 known that non-public information on February 21-23, 2024, when Budman sold \$1.6 million in
27 stock at prices ranging from \$11.67 to \$9.95.
28

55. On May 8, 2024, Backblaze publicly announced Patchel's retirement resulting in a 20% stock price drop from \$9 to \$7.50 on May 9, 2024. This insider trading demonstrates the power of Backblaze's motive to retaliate against anyone, who poses a potential obstacle to higher stock valuation (or personal liquidity).

56. On August 8, 2024, Backblaze announced their new CFO and represented that: Mr. Patchel is expected to remain with the Company for approximately 4-6 weeks in an advisory capacity to help ensure a smooth transition. Backblaze’s representation in the press release that “Mr. Patchel is not resigning due to any disagreement with the Company” appears highly inaccurate and misleading. Finally, to incentivize Patchel to not disclose the wrongdoing at Backblaze, his stock options were extended until 2029.

**FIRST CAUSE OF ACTION
(WHISTLEBLOWER RETALIATION UNDER CALIFORNIA LABOR CODE
1102.5)**

57. Kisner re-alleges and incorporates paragraphs one (1) through fifty-six (56) as though fully set forth herein.

58. Plaintiff was employed by Defendant as a full-time employee.

59. Defendant terminated Plaintiff in retaliation for Plaintiff's uncovering of and complaining about Defendants' fraudulent business practices, including without limitation, inflating projected cash flows and submitting them to auditors, who were preparing submissions to the SEC.

60. Plaintiff had a good faith belief that the complained-of business practices were unlawful.

61. Plaintiff's uncovering of and complaining about Defendant's fraudulent business practices were contributing factors in Defendant's decision to terminate Plaintiff.

62. As a direct and proximate result of Defendants retaliatory termination, Plaintiff has

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1 suffered damages, including back pay, benefits and actual damages, in an amount to proved at trial,
2 and a civil penalty of \$10,000.00 per violation. Lab. Code §§ 98.6(b), 1102.5(f), 1105.

3
4 **FIRST CAUSE OF ACTION**
5 **(Wrongful Termination in Violation of Public Policy)**

6 63. Kisner re-alleges and incorporates paragraphs one (1) through sixty-two (62) as
7 though fully set forth herein.

8
9 64. Plaintiff was employed by Defendants as a full-time employee.

10 65. The legislature has issued laws prohibiting fraudulent business practices. *See* Bus.
11 & Prof. Code § 17200; Civ. Code §§ 1572, and 3294; and Pen. Code § 484.

12 66. Defendant terminated Plaintiff in retaliation for Plaintiff's uncovering of and
13 complaining about Defendants' fraudulent business practices, including without limitation, selling
14 and devaluing stock prices, inflating projected cash flows in submissions to the SEC.

15 67. Plaintiff's challenging of Defendant's fraudulent business practices with the public
16 at large and efforts to hide its fraudulent business practices serves an important public policy.
17 *Casella v. SouthWest Dealer Services, Inc.*, 157 Cal.App.4th 1127, 1143 (holding that California's
18 public policy in favor of opposing conduct that violates Penal Code § 484 supports a wrongful
19 termination claim); *Haney v. Aramark Uniform Services, Inc.*, 121 Cal.App.4th 623, 629 (holding
20 that California's public policy of discouraging fraud supports a wrongful termination claim).

21
22 68. Plaintiff's uncovering and complaints of Defendant's fraudulent business practices
23 were a substantial motivating reason for Plaintiff's suspension and discharge.

24 69. As a direct and proximate result of Defendant's wrongfully terminating him,
25 Plaintiff has suffered compensatory damages, including emotional distress, in an amount to proven
26

27
28 **COMPLAINT**

at trial. *Gantt v. Sentry Ins.*, 1 Cal. 4th 1083 (1992).

70. Defendant's acts were despicable and done maliciously and oppressively, with a willful and conscious disregard to Plaintiff. Thus, Plaintiff is entitled to an award of punitive damages. *See id.*

THIRD CAUSE OF ACTION (Breach of Contract)

71. Kisner re-alleges and incorporates paragraphs one (1) through seventy (70) as though fully set forth herein.

72. Kisner performed all obligations under the Employment Contract, and/or has been excused or prevented from performing all obligations due to Backblaze's actions, inactions, failures, omissions, and/or waiver.

73. Backblaze breached the Contract by retaliating against Kisner in violation of its written whistleblower policy.

74. Kisner has been substantially damaged by such breaches, including, but not limited to, lost income, lost bonus, and lost stock value.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

1. Compensatory damages, including front pay, back pay, bonuses, stock options, and emotional distress on Counts I and II;
2. Compensatory damages, including front pay, back pay, bonuses, stock options on Count III;
3. A civil penalty of up to \$10,000 per violation of the California Whistleblower Protection Statute, Labor Code § 1102.5(f) on Count I;
4. Punitive damages on Count II;

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5. Reasonable attorney fees and costs on Count I. Labor Code § 1102.5(j);
6. Pre-judgment interest. Civ. Code § 3289; and
7. Such other and further relief as this Court deems just and proper.

DATED: 28, 2024

KANE LAW FIRM

By: Brad S. Kane
Brad S. Kane
Attorney for Plaintiff

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