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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

11 CYNTHIA GALAS,

12 Plaintiff,

14 vs.

15 PAYQWICK, INC., GREEN CHECK  
16 VERIFIED, INC.; GCV VENTURES, LLC, and  
17 DOES 1-10, inclusive,

18 Defendants.  
19

Case No. 23SMCV04364

**COMPLAINT FOR DAMAGES**

- 13 **(1) WHISTLEBLOWER RETALIATION**  
14 **(CAL. LABOR CODE § 1102.5(b))**
- 15 **(2) WHISTLEBLOWER RETALIATION**  
16 **(CAL. LABOR CODE § 1102.5(c))**
- 17 **(3) WRONGFUL TERMINATION IN**  
18 **VIOLATION OF PUBLIC POLICY**
- 19 **(4) AIDING AND ABETTING**  
20 **WHISTLEBLOWER RETALIATION**
- 21 **(5) AIDING AND ABETTING WRONGFUL**  
22 **TERMINATION IN VIOLATION OF**  
23 **PUBLIC POLICY**

24 **DEMAND FOR JURY TRIAL**

1 Plaintiff Cynthia Galas alleges as follows:

2 **INTRODUCTION**

3 1. Cynthia Galas is a former employee of PayQwick, Inc., a Money Service Business  
4 (“MSB”) and financial institution registered with the United States Department of the Treasury  
5 Financial Crimes Enforcement Network, incorporated in the State of California and with its principal  
6 place of business at 23801 Calabasas Rd #1017, Calabasas, CA 91302. PayQwick, Inc., a money  
7 transmitter licensee (“MTL” and/or “licensee”) provides banking services to cannabis companies in  
8 various states across the US.

9 2. Cynthia Galas at all relevant times was the Chief Compliance Officer for PayQwick,  
10 Inc. (hereinafter “PayQwick, Inc.”).

11 3. Cynthia Galas’s job was to ensure that PayQwick complied with federal laws and the  
12 laws of the individual states. This includes those regulations governing financial institutions like  
13 PayQwick that handle and facilitate the movement of funds belonging to myriad businesses across  
14 the nation and thus, the conduct of which significantly impacts the national economy and the  
15 economies of the states in which they operate.

16 4. PayQwick terminated Cynthia Galas because of her insistence (as required by  
17 California Financial Code § 2035 and her position as Chief Compliance Officer) that PayQwick  
18 report to the California Department of Financial Protection and Innovation (DFPI) certain material  
19 changes to its personnel that would be taking place upon the acquisition of PayQwick’s by Green  
20 Check Verified, Inc. (“Green Check” or “GCV”).

21 5. PayQwick’s management sought to rush the acquisition by Green Check Verified,  
22 Inc. as a means of addressing ongoing cashflow difficulties within the company and staying afloat  
23 amid difficulties in meeting the company’s payroll demands.

24 6. PayQwick terminated Cynthia Galas’s employment because her performance of her  
25 job duties – which entailed ensuring the company obtained the requisite approval from the DFPI  
26 before being acquired by PayQwick – threatened to present a stumbling block with respect to the  
27 imminent acquisition and thwart PayQwick’s management’s intent to complete the acquisition as  
28 quickly as possible.

1           7.       Cynthia Galas, through her employment, repeatedly insisted to PayQwick's  
2 management that they comply with Cal. Financial Code § 2035 and other relevant regulations. The  
3 termination of Cynthia Galas, the company's Chief Compliance Officer, served as PayQwick's  
4 illegal means of avoiding its (and GCV's) obligations to participate in the time-consuming and  
5 inconvenient process of complying with California financial regulations (by gathering true and  
6 correct information regarding personnel changes to take place upon completion of the acquisition,  
7 disclosing the same to DFPI, and seeking and obtaining approval from the DFPI based thereon  
8 *before* proceeding with the acquisition).

9           8.       To date, DFPI still thinks Cynthia Galas is PayQwick's Chief Compliance Officer  
10 and publicly lists her as the same on the DFPI's public money transmitter licensee listing on the  
11 DFPI website.<sup>1</sup> Plaintiff believes that this is because PayQwick continues to withhold true material  
12 information from the DFPI regarding changes to its management structure that result from its  
13 acquisition by GCV, including its termination of Cynthia Galas in retaliation for her insistence that  
14 PayQwick be truthful with the DFPI and secure legitimate approval of the GCV acquisition from the  
15 agency prior to proceeding with the acquisition.

16           9.       If PayQwick disclosed the termination of its Chief Compliance Officer to the DFPI  
17 (as required by Cal. Financial Code § 2035) the same would be to admit that PayQwick and GCV  
18 have not been truthful to the DFPI in the company's previous disclosures to the DFPI regarding the  
19 changes to PayQwick, Inc. that would result from PayQwick's acquisition by GCV – not least  
20 because PayQwick had previously falsely represented to the DFPI prior to the acquisition that no  
21 material changes to PayQwick's personnel or management structure would result from the  
22 acquisition.

23           10.      Cynthia Galas suffers economic damages including loss of salary and loss of future  
24 salary, loss of employment benefits, loss of advancement within the company, loss of future  
25 positions, and also general damages including, *inter alia*, severe emotional distress including  
26 inconvenience, shame, humiliation, and other emotional distress resulting from the retaliatory  
27

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28 <sup>1</sup> See <https://dfpi.ca.gov/2018/04/14/payqwick-inc/>

1 termination of her position as Chief Compliance Officer for PayQwick.

2 11. Ms. Galas thus brings this action to recover compensatory damages, punitive and/or  
3 exemplary damages in light of Defendant’s malice, fraud and/or oppression, recover reasonable  
4 attorney’s fees provided by *e.g.* Cal. Labor Code § 1102.5(j) corresponding to Defendants’  
5 whistleblower retaliation, recover costs of suit, and recover whatever other damages this Court finds  
6 just and proper.

7  
8 **PARTIES**

9 12. Plaintiff Cynthia Galas is a citizen and resident of California and was employed by  
10 PAYQWICK, INC. as Chief Compliance Officer between February of 2022 and late April of 2023.

11 13. Defendant PAYQWICK, INC. (hereinafter “PayQwick”), is a MSB with its corporate  
12 headquarters at 23801 Calabasas Rd. #1017, Calabasas, CA 91302. PayQwick, Inc. is a money  
13 transmitter licensee that provides financial and money transmission services to cannabis companies  
14 in various states across the United States, and thus is subject to the Department of Financial  
15 Protection and Innovation’s regulation under *e.g.* Cal. Financial Code § 2000 *et seq.*

16 14. The true names and capacities, whether individual, corporate, associate, or otherwise,  
17 of Defendants sued herein as Does 1 through 10, inclusive, as well as any appropriate charging  
18 allegations, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious  
19 names. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants  
20 designated herein as Does is legally responsible in some manner for the events and happenings  
21 referred to herein and caused injury and damage proximately thereby to Plaintiff as hereinafter  
22 alleged. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and  
23 capacities of the Defendants designated hereinafter as Does when the same have been fully  
24 ascertained.

25 **JURISDICTION AND VENUE**

26 15. Plaintiff Cynthia Galas alleges that all of the facts, acts, omissions, events, and  
27 circumstances herein mentioned and described herein, occurred within the jurisdiction of this Court  
28 in the County of Los Angeles, California.



1 **to the licensee in terms of corporate structure and management** that may result from the  
2 applicant’s proposed acquisition.

3 a. Naturally, this includes specific disclosures regarding the funds held by the  
4 licensee, the finances of the applicant, the particular people involved in  
5 management (of both the licensee and the applicant), projected financials for both  
6 the licensee and the acquiring company, and any personnel changes within the  
7 licensee that will result from the acquisition.

8 21. DFPI (along with other similar regulatory agencies in other states) maintains an  
9 interest in timely, accurate and complete disclosures in the event of an acquisition of a licensee,  
10 since licensees handle the money of myriad small businesses across the nation, and unsound  
11 management and/or financial decisions of a licensee can financially devastate the businesses that  
12 entrust the licensee with funds, and thus have “ripple effects” across national and local economies.  
13 *See* Cal. Fin. Code § 2001(a)-(d).

14 22. PayQwick, Inc. is a money transmission licensee that facilitates the transmission of  
15 funds of various cannabis companies in states in which PayQwick, Inc. holds a money transmission  
16 license, and thus is subject to the laws and regulations governing the same, including Cal. Financial  
17 Code § 2000 *et seq.* and the implementing regulations administered by the California DFPI.

18 23. PayQwick, Inc. hired Cynthia Galas (hereinafter “Ms. Galas”) as its Chief  
19 Compliance Officer in February of 2022. As Chief Compliance Officer, Ms. Galas was responsible  
20 for ensuring PayQwick’s compliance with local, state and federal laws and regulations, including but  
21 not limited to those set forth in Cal. Fin. Code § 2035 and those administered by the California  
22 DFPI.

23 24. Ms. Galas, in her capacity as Chief Compliance Officer, reported to the board of  
24 directors and the CEO within the company, Robert Craig.

25 25. In about August of 2022, Robert Craig, the CEO of PayQwick, called Ms. Galas and  
26 informed her that Green Check Verified, Inc. (“GCV”), a technology firm, would be “buying  
27 [PayQwick] out.” Ms. Galas responded to the effect that she needed to “find out what we needed to  
28 do as a money transmission licensee before that happens” because of her understanding that the

1 California DFPI needed to approve the merger. Mr. Craig touted the benefits of the deal to Ms. Galas  
2 on the phone, stating: “this is going to be great – they are going to help us grow. We should be  
3 bringing in 50+ accounts per month [after the acquisition].” Ms. Galas asked “how is it going to  
4 affect employees?” to which Mr. Craig responded by stating that “nothing will change” and “as a  
5 matter of fact, your department will grow.”

6 26. PayQwick executives, including CEO Robert Craig and Founder Keith Marks  
7 officially announced to the company in September of 2022 that GCV would be acquiring PayQwick,  
8 effective December of 2022. PayQwick issued a press release<sup>2</sup> on September 7, 2022 announcing  
9 that a technology company, Green Check Verified (“GCV”), would be “acquiring” PayQwick.

10 27. On September 8, 2022, during the status meeting, PayQwick executives notified the  
11 company’s employees of the “acquisition”, and also the fact that PayQwick’s corporate peers were  
12 notified at a recent conference (the “PBC Conference”). During the status meeting, Robert Craig  
13 referred to the deal between the companies as a “merger”. After that meeting, Mr. Marks called Mr.  
14 Craig and Ms. Galas and admonished Mr. Craig that the deal was an “acquisition” and not a  
15 “merger.” On that same call that day, the three discussed imminent steps related to regulatory  
16 requirements in the states in which PayQwick held money transmission licenses. Ms. Galas voiced a  
17 concern about notification of the California Department of Financial Protection and Innovation,  
18 given that the company had already announced the deal between the companies, that it was her job to  
19 make sure DFPI was notified of the acquisition before it was announced – and she was just learning  
20 about the acquisition after-the-fact. Mr. Marks and Mr. Craig simply stated “we’ll let you know”  
21 about notifying the DFPI.

22 28. Ms. Galas was assured on this phone call that counsel for both PayQwick and GCV  
23 would be meeting with Ms. Galas to discuss the same (given that she was Chief Compliance Officer  
24 and it was her job to ensure the company’s compliance with various federal and state regulations).  
25 Ms. Galas was never included in any of the meetings with counsels, however, Mr. Kevin Greenberg  
26 (Vice President of Finance) was included.

27 \_\_\_\_\_  
28 <sup>2</sup> <https://greencheckverified.com/green-check-acquires-payqwick/>

1           29.     In October of 2022, during a weekly meeting with Mr. Craig, Mr. Craig asked Ms.  
2 Galas to send a letter to the DFPI, and to “keep it simple”, stating just that PayQwick “would like to  
3 inform the DFPI that “[PayQwick] will be acquired by GCV.” Ms. Galas accordingly sent a draft  
4 letter to Mr. Craig, Mr. Marks, and Kevin Greenberg (Vice President of Finance within PayQwick).  
5 Mr. Craig responded: “you should include the link to the press release for the DFPI to use as a  
6 reference so that they know the news has been communicated since September.” Ms. Galas inquired  
7 “why? That notifies them that it is already happening and indicates we didn’t notify them ahead of  
8 time.” Mr. Craig responded “it’s just a press release. They’ll be able to click the link and see how it  
9 is already announced. It should say the acquisition will be completed by the end of the year. Mr.  
10 Craig continued: “just add it. **You don’t want to be a part of what’s going on.**”

11           30.     Accordingly, on November 15, 2022, intending to ensure the acquisition complied  
12 with relevant laws, PayQwick, Inc. through Cynthia Galas sent a letter to PayQwick’s point-of-  
13 contact within the Department of Financial Protection and Innovation, Jonathan Lee, informing the  
14 DFPI of the acquisition, and of PayQwick and GCV’s intent to complete the acquisition by  
15 December of 2022.<sup>3</sup>

16           31.     Upon Jonathan Lee’s receipt of the letter from Ms. Galas on behalf of PayQwick,  
17 Jonathan Lee emailed Cynthia Galas on that same day, November 15, 2022, and instructed her to  
18 call him “as soon as possible”. Ms. Galas returned Mr. Lee’s call that same day. Mr. Lee answered  
19 the phone, clearly upset, admonishing Ms. Galas: “**I read your letter: this acquisition cannot**  
20 **happen.**”

21           32.     Mr. Lee continued: “**What’s going on Cynthia? I am sick and tired of your**  
22 **company [PayQwick]. I am sick and tired of you guys thinking you can do whatever you want.**  
23 **This happens every time with PayQwick – I have had issues with your company from day one.**  
24 **We need heads up before this happens. You need written approval from the DFPI, and it takes**  
25 **six to nine months for [DFPI] to do our due diligence. An acquisition is not happening at the**  
26 **end of December.**” Mr. Lee further admonished Cynthia Galas to “have a conversation” with

27 \_\_\_\_\_  
28 <sup>3</sup> See <https://dfpi.ca.gov/2018/04/14/payqwick-inc/> (listing Jonathan Lee as PayQwick’s DFPI contact, and Cynthia Galas as PayQwick’s Officer responsible for complying with DFPI regulations).



1 management within PayQwick, because “[DFPI] needs to understand who this other company  
2 [GCV] is. The last thing we need is a random company coming in with money thinking they can just  
3 buy a bank without knowing all the responsibilities that come with it. I don’t understand why you  
4 guys think you can do whatever you want.”

5 33. Alarmed, Ms. Galas indicated to Mr. Lee she would speak internally with the  
6 company. Accordingly, that same day, Ms. Galas walked into the office of CEO Robert Craig and  
7 made a statement to the effect: “I have bad news. I just got off the phone with Jonathan. He is not  
8 happy.” Robert Craig responded: “why?” Cynthia Galas responded “I told you we needed written  
9 approval from him.”

10 34. Robert Craig expressed hesitation at disclosing the details of the acquisition with the  
11 DFPI: “what if we get on a call with Jonathan and explain to him what we are trying to do, and end  
12 up pissing him off and losing our license? **Let me get on the phone with Green Check – they are  
13 going to be pissed.**” Based on this conversation (and others), Cynthia Galas understood that the  
14 CEO of PayQwick had been making representations and promises to his professional contacts at  
15 GCV to the effect that the acquisition would be completed within a certain time frame – whether or  
16 not the DFPI would allow it to be completed within that time frame.

17 35. In about that week of November 15, 2022, another call took place between Bob Craig  
18 (CEO of PayQwick), Cynthia Galas (Chief Compliance Officer of PayQwick), Kevin Greenberg  
19 (Vice President of Finance of PayQwick), and Jonathan Lee (agent of the California Department of  
20 Financial Protection and Innovation). On this call, Mr. Craig told Jonathan Lee (falsely) that “there  
21 will be no changes to PayQwick – the whole point of this ‘acquisition’ is to expand, grow, and  
22 provide better financial services to the cannabis industry.” Mr. Lee expressed concerns that GCV, as  
23 a technology company owning a financial institution that holds a money transmission license (MTL),  
24 might not understand their regulatory responsibilities. Mr. Lee asked Mr. Craig directly: “Does  
25 [GCV] understand their regulatory requirements and responsibilities?” Mr. Craig responded “of  
26 course.” (Cynthia Galas understands to be a lie by Mr. Craig to Mr. Lee.) Mr. Lee responded “I find  
27 it interesting because if that was the case, they’d know an acquisition cannot be finalized in a couple  
28 months without the proper due diligence.”

1           36.     In about the second or third week of December of 2022, a sales team of four  
2 individuals, including the Chief Revenue Officer Jesse Taylor, was terminated without prior notice  
3 to Cynthia Galas. As this was inconsistent with what she had told the DFPI previously (that there  
4 would be no significant changes to personnel), this raised concerns for Ms. Galas as Chief  
5 Compliance Officer Ms. Galas approached Mr. Craig to raise her concerns. In addition to her  
6 concerns regarding inconsistencies in what was disclosed to DFPI regarding changes in PayQwick’s  
7 personnel, Ms. Galas inquired: “these numbers [we disclosed to DFPI] are not working - so who is  
8 bringing in the prospects for possible new accounts, especially when you’ve told me we must open  
9 as many as we can so we look good in terms of financials?” Mr. Craig responded: “Green Check will  
10 help.” Ms. Galas had her doubts about whether GCV would actually help, given that Mr. Craig  
11 repeatedly complained to Ms. Galas about how PayQwick was expecting GCV to bring leads, but  
12 GCV was not delivering.

13           37.     On January 20, 2023, Cynthia Galas sent a completed package including a written  
14 application to DFPI to begin the process for approval to acquire control of money transmitter..  
15 Jonathan Lee responded on January 23, 2023 with a list of written questions regarding the  
16 acquisition, including ones related to the legal names, management structure, and business plan  
17 including financial projections for both companies – GCV and PayQwick – separately.

18           38.     Cynthia Galas met with Robert Craig and Keith Marks in late January of 2023 for  
19 purposes of responding to the additional questions from the DFPI regarding the acquisition.

20           39.     At this meeting, Robert Craig suggested that PayQwick tell the DFPI that no changes  
21 to personnel or board membership of PayQwick would be occurring, but **surreptitiously make**  
22 **personnel changes after (fraudulently) obtaining DFPI approval of the acquisition, and after**  
23 **the acquisition takes place.** Cynthia Galas vehemently objected, insisting that PayQwick inform  
24 DFPI of the personnel changes to be made, so as to comply with, *inter alia*, Cal. Fin. Code § 2035.  
25 Keith Marks agreed with Cynthia Galas in this meeting and inquired of Robert Craig what the  
26 problem was. Mr. Marks suggested that the company tell the DFPI that he, Jeanne Sullivan and  
27 David Friedman will be stepping down as board members, but Mr. Craig and Joe Proto (another  
28 board member) will remain, and then Kevin Hart (corporate officer of GCV) would be joining as

1 part of the new board for PayQwick.” It appeared to Cynthia Galas that Robert Craig assented to this  
2 suggestion, and she understood this to be the course of action PayQwick would be taking with  
3 respect to the acquisition.

4 40. Believing PayQwick had reached consensus, Ms. Galas drafted and sent a letter  
5 response to Jonathan Lee in February 2023, disclosing financial projections on a forward-looking  
6 basis for PayQwick (as a separate entity from GCV), and representing that the only changes to the  
7 management structure of PayQwick would be to the effect that three officers of PayQwick (Keith  
8 Marks, Jeanne Sullivan, and David Friedman) would be departing, and that Kevin Hart of GCV  
9 would be joining the board of PayQwick. Jonathan Lee responded indicating his satisfaction with the  
10 disclosure, based on Cynthia Galas’s representations that PayQwick’s Employer Identification  
11 Number and name were staying the same post-acquisition. At this point, Cynthia Galas believed  
12 PayQwick to be in compliance with its regulatory responsibilities imposed by the DFPI and Cal. Fin  
13 Code § 2000 *et seq.*

14 41. PayQwick instructed Cynthia Galas to make similar representations to other similar  
15 agencies throughout the United States. In relevant example, an agent from New Jersey’s Department  
16 of Banking and Insurance (“DOBI”) asked Ms. Galas on March 2, 2023: “Will there be any changes  
17 to the officers or business plan post-merger?” To which Ms. Galas responded that same day,  
18 consistent with what had been represented to her by PayQwick’s management: “There will be no  
19 changes to PQ’s officers or the existing business plan post-merger.”

20 42. Between January and March of 2023, Ms. Galas began receiving calls, emails and  
21 questions from employees regarding changes to PayQwick’s operations, including employee  
22 benefits, day-to-day work, etc. As Ms. Galas was then under the impression that no such changes  
23 would be occurring (or else she would have to report the same to DFPI antecedent to the acquisition)  
24 Ms. Galas raised her concerns to Robert Craig and Kevin Greenberg repeatedly during weekly  
25 meetings. Their response, every time, was something to the effect that the employee’s concerns  
26 would “change for the better” after acquisition by Green Check because, *inter alia* “[GCV] has a  
27 better benefit plan.”  
28

1           43.     On or about March 13, 2023, Ms. Galas received an email from one of her employees  
2 asking about taking time off. PayQwick’s Human Resources representative, Daniella Madrid, was  
3 copied on the email, and responded to Ms. Galas suggesting that everyone on Ms. Galas’s team sent  
4 her an email to include HR referencing all the days off that employees planned to take in 2023. Ms.  
5 Galas did the same and emailed Mr. Craig, which responded the next day: “Great idea, but I can’t  
6 approve anything. We’ve gotta wait on GCV.”

7           a.     This contradicted the expectations of Ms. Galas as Chief Compliance Officer. Ms.  
8 Galas was under the impression that GCV had no involvement in employee  
9 related matters, benefit plans or time off, or else she would have had to report the  
10 same to the DFPI antecedent to the acquisition – and the same had not been  
11 reported to the DFPI. Especially, when Mr. Craig shared with Ms. Galas of a  
12 conversation he had with GCV regarding a Sales employee that was  
13 underperforming and his attendance was questionable. The response he received  
14 from GCV was “he is a PayQwick employee and not a GCV one, therefore, you  
15 have to deal with it”.

16           44.     While on site at PayQwick in Calabasas, CA on March 16, 2023, Ms. Galas  
17 approached Mr. Craig, concerned, and asked: “what’s going on? What is happening? I keep getting  
18 questions from my team about changes to benefits and paid time off due to the acquisition. What  
19 changes are these? No one knows the answer, and people think I know because I am Chief  
20 Compliance Officer.” (Ms. Galas was informed by the Human Resources Representative for  
21 PayQwick that the only person within PayQwick that possessed a copy of GCV’s employee  
22 handbook was Robert Craig, and he was not sharing its contents with PayQwick’s other  
23 employees.”)

24           45.     Robert Craig responded evasively: “it’s a lot.” Ms. Galas responded: “okay, but what  
25 changes?” Mr. Craig responded: “the only thing I can tell you is that one thing Green Check wants,  
26 once the acquisition is finalized, **is to terminate all employees, and rehire them under Green  
27 Check Verified with new offer letters featuring the Green Check logo and everything.**”  
28

1           46. Cynthia Galas immediately became alarmed, as this was wildly different from what  
2 she had been led by PayQwick to believe about the acquisition: that PayQwick would continue to  
3 exist in its current form as a wholly-owned subsidiary of GCV after the acquisition. Ms. Galas  
4 stated: **“that doesn’t make any sense. We told regulators PayQwick would continue to exist as a**  
5 **subsidiary. Why are we issuing termination letters? Why are we switching to Green Check’s**  
6 **payroll?”**

7           47. Mr. Craig responded “I don’t know. They [GCV] do things very weirdly.” Cynthia  
8 Galas pressed onward with further questioning: “I heard you have been given a copy of the  
9 employee manual – why doesn’t every employee get a copy? Shouldn’t everyone have access?”  
10 Robert Craig responded: “well, one of the things they have on their manual which I find weird is that  
11 they expect all employees to be available for work between 6am and 8pm, and also on the  
12 weekends.” Ms. Galas inquired further into what the handbook said about medical benefits and  
13 vacation time, and Mr. Craig responded, again evasively: “Daniella [Human Resources  
14 Representative] will give you further information. I saw the offer letter, and I was shocked.” Cynthia  
15 Galas asked: “what do you mean?” to which Mr. Craig again responded evasively: “it’s just a lot”  
16 and refused to elaborate.

17           48. The next day, March 17, 2023, a meeting between Robert Craig, Ms. Galas and the  
18 department heads of PayQwick met to discuss reasonable expectations for the company as the  
19 acquisition proceeded. One employee, Ferruk Shiekh (Controller for PayQwick) and Talal Al-Helo  
20 (Head of Information technology within PayQwick), asked Robert Craig: “what is going to happen  
21 with our employment?” Robert Craig responded: “Green Check wants to terminate everyone after  
22 the acquisition and give them new offer letters.” Multiple other employees then voiced their  
23 concerns by asking: “Am I keeping my job?” to which Robert Craig responded: “I don’t know – it’s  
24 at the discretion of Green Check.”

25           49. After this meeting, Cynthia Galas had a conversation with her team members, Andre  
26 Avellanada and Rosalina Tapia (not present at the meeting with the department heads), where they  
27 inquired into the nature of the acquisition. Ms. Galas stated that she would be having a conversation  
28 with the founder of PayQwick, Keith Marks, to get his input, because the discrepancies between

1 what she had been led to believe (and to disclose to the DFPI) regarding the acquisition did not line  
2 up with what GCV had planned, as relayed by Robert Craig. Upon inquiry to Mr. Craig by Ms.  
3 Galas, Mr. Craig assured Ms. Galas that the previous disclosures to DFPI were accurate, and that any  
4 plans by GCV fell in line with what Ms. Galas had previously submitted to DFPI on behalf of  
5 PayQwick regarding the acquisition by Green Check.

6 50. On or about March 27, 2023, Jonathan Lee communicated to PayQwick on behalf of  
7 DFPI that DFPI had approved the acquisition of PayQwick under Cal. Fin. Code § 2035. Cynthia  
8 Galas received accolades from Keith Marks within PayQwick for this development.

9 51. Ms. Galas spoke with Mr. Marks on March 29, 2023 over the phone and asked:  
10 “What’s going on? I am getting mixed messages and I am concerned. I don’t think Green Check  
11 understands money transmission licenses or what we really do.” Keith Marks responded: “I know.  
12 Green Check says they know, but they don’t. They’ve been cutting corners for the last three  
13 months.” Cynthia Galas shared an example in which Stacy Litke (Vice President of Banking within  
14 GCV) and Paul Chesek (“Chief Growth Officer” within GCV), out of a desire to speed up the  
15 process of onboarding clients as quickly as possible and skirt regulatory requirements, demanded  
16 certain changes to the checklist of documents required of prospective clients (including those  
17 relating to the verification and/or identification of individuals owning more than a certain percentage  
18 of businesses seeking to use PayQwick’s services).

19 52. Keith Marks further shared: “I think [GCV doesn’t] want to deal with money  
20 transmitter licenses.” As PayQwick is a money transmitter licensee, Ms. Galas was bewildered and  
21 asked “why did we go through with all of this then?” Keith Marks responded with uncertainty and  
22 stated: “This looks like a year plan. Within a year, they are probably going to go the other direction.”  
23 When Cynthia Galas expressed confusion and inquired further, Mr. Marks stated: “I had a lot of  
24 questions and they were doing a lot of things I wasn’t okay with. As of December of last year, they  
25 removed me from all negotiations [with GCV]. There was a lot of things in that contract [with GCV]  
26 that I didn’t approve of – so they just removed me from it. You are basically on your own, and are  
27 just going to have to work with Kevin Hart going forward.” (Kevin Hart is the CEO and majority  
28 owner within GCV).

1           53.     Ms. Galas was concerned that PayQwick’s CEO and Green Check had potentially  
2 fraudulently procured DFPI’s approval of the acquisition, and continued to raise those concerns to  
3 Bob Craig and Keith Marks between March and April of 2023.

4           54.     Ms. Galas found herself entirely excluded from conversations regarding the  
5 impending acquisition since September 2022, when Ms. Galas was (falsely) told by PayQwick’s  
6 management that counsel for both companies would consult her regarding the status of negotiations  
7 and compliance with regulatory requirements relating thereto. Ultimately, no one from either  
8 company sought Ms. Galas (**the Chief Compliance Officer for PayQwick**)’s input regarding the  
9 acquisition, and the details of the acquisition were never shared with her.

10          55.     On April 18, 2023 Ms. Galas received an email from Mr. Craig in which Mr. Craig  
11 asks Ms. Galas **to resign from her position as Chief Compliance Officer for PayQwick, pending**  
12 **re-hiring by GCV as an employee of GCV.** He wrote:

13  
14            “As you know, we are trying to finish the acquisition by GCV. One of the  
15 requirements is that all officers are required to resign effective at the closing.  
16 You’ll be getting a resignation letter from our lawyers to e-sign.”

17            At closing, no employees will remain at PayQwick as part of the independent  
18 business, but officers and Board Directors are required to resign specifically.

19            Please be on the lookout for the document to e-sign, thx!

20          56.     Ms. Galas emailed Robert Craig on April 18 to inquire, as follows:

21            “Hi Bob – can you please provide more context on this?”

22            Based on the meeting we had while I was in the office on March 16, 2023, you  
23 informed me that all PQ employees would be “terminated” and after GCV will  
24 extend the new offer letters for all employees to be under GCV. Even though PQ  
25 stands as a wholly owned entity of GCV.

26            This email paints a different picture as you are only asking for the employees in  
27 this email to resign which is not what was communicated during our meeting, or  
28 during the call we had on March 17, 2023.

            57.     He responded:

            “Officers need to resign their positions as officers. This is not a different  
perspective. Just a step for officers to specifically resign, effective at closing.

1 GCV will provide offers of employment for the individuals moving forward. They  
2 make those decisions.

3 The communications have been consistent.  
4 -Bob”

5 58. Ms. Galas, bewildered, responded (emphasis in bold added):

6 **“This is news to me Bob as this information about officers needing to resign  
7 was never shared or brought to my attention.** I have always been transparent  
8 and have asked for the same from PQ and you.

9 **I was aware about the board of directors, since that was communicated to the  
10 California DFPI and other regulatory agencies from the different states in  
11 which-[sic] hold an MTL. However, nothing was communicated about  
12 officers in fact it was guaranteed that there would be NO changes to the  
13 management team which includes you, Kevin Greenberg, myself, and others.**  
14 Everyone that has worked on the change of ownership/acquisition process has  
15 been fully aware of this, especially when responding back to the CA DFPI as  
16 that was one of the questions from Jonathan Lee and of course the Deputy  
17 commissioner in which they asked multiple times if there would be any  
18 changes to PQ’s business model, legal name, and management structure.

19 **I reassured the many states in which we hold an MTL the only changes  
20 would be on the board of directors’ side as Keith Marks, Jeanne Sullivan and  
21 David Friedman would be leaving, but you and Joe Proto would remain, and  
22 then Kevin Hart would be joining you two as part of the new board for PQ. I  
23 personally signed these letters and sent to the examiners which was  
24 instrumental of us [sic] receiving the approval we were seeking for the  
25 change of ownership of our existing Money Transmitter Licenses.**

26 This is inconsistent to any conversations/meetings that we’ve had on a one on  
27 one, and with other employees.

28 Best,

Cynthia

59. Mr. Craig responded, downplaying Ms. Galas’s concerns:

60. **“I think of this as just paperwork that the lawyers asked us to complete. I’ve  
already resigned as CEO. After closing, I don’t think it will matter, there is no  
PayQwick independent company that has corporate officers. There are functional  
roles but not corporate officers. I’m happy to talk through your thoughts.”**  
(emphasis in bold added).

61. Ms. Galas, in a responsive email, stated: **“[A]s a compliance person I need to  
understand the whole picture better, because right now it does not seem clear to me,**



1 **especially from a legal standpoint.”** (emphasis in bold added). Ms. Galas then separately  
2 emailed Jonathan Lee of the DFPI to ask for his guidance in light of the email she received from  
3 Robert Craig regarding her resignation.

4 61. On April 21, 2023, Jonathan Lee of the DFPI emailed Ms. Galas asking that she  
5 call him, so she did. On the topic of the email from Robert Craig regarding Ms. Galas’s  
6 “resignation”, Mr. Lee stated on this call: “[PayQwick’s management] **lied straight to my face**  
7 **and are trying to pull the rug out from under me. [PayQwick’s management] reached out**  
8 **to me a couple of weeks ago and you were not present. They asked me about making**  
9 **changes to management, and I told them that if that were to happen, an entire new**  
10 **application [from PayQwick for approval of the acquisition] is required.”** Mr. Lee, angry,  
11 continued to Ms. Galas: “**you need to talk to your team. I can’t continue speaking with you.”**

12 62. Also on the morning of April 21, 2023, Kevin Greenberg messaged Ms. Galas asking  
13 for Ms. Galas to utilize her administrative credentials to log into PayQwick’s system for managing  
14 its bonds (every money transmitter licensee is required to own a bond), so Ms. Galas did so. Ms.  
15 Galas inquired into the value and vesting date of certain stocks that PayQwick had granted its  
16 employees. Mr. Greenberg responded “I can’t tell you. Cynthia – maybe we can talk later.” Cynthia  
17 Galas asked Mr. Greenberg “did you sign that letter about the officers resigning?” Ms. Galas then  
18 reiterated her concerns regarding the required DFPI disclosures. Mr. Greenberg asked in response  
19 “Did you tell [Robert Craig] that?” to which Ms. Galas responded: “Yes, I said it by email. You  
20 know about this too. Did *you* sign that letter?” Mr. Greenberg responded: “I gotta go – caught up  
21 with stuff. We will connect later.”

22 63. Ms. Galas sent another email to Robert Craig regarding the required DFPI  
23 disclosures, which yielded a response from Robert Craig of “Call me.” Ms. Galas called Robert  
24 Craig who opens the call by saying “I am waiting for [Kevin Greenberg] to be on the call.” Ms.  
25 Galas heard Mr. Greenberg state “I’m here” and continue: “**Listen. it has been amazing working**  
26 **with you– with the acquisition coming to an end, Green Check Verified has decided not to**  
27 **move forward with your employment.”**

1           64.     Thus ended the employment of Cynthia Galas as PayQwick’s Chief Compliance  
2 Officer on April 21, 2023 – **the same day as her last communication with Jonathan Lee of the**  
3 **DFPI** - contrary to the representations made in PayQwick’s disclosures to the DFPI regarding the  
4 structure of PayQwick post-acquisition by GCV, and contrary to that currently publicly indicated on  
5 the government’s money transmitter listing for PayQwick.

6           65.     PayQwick fired Cynthia Galas because of her insistence (as required by California  
7 Financial Code § 2035 and her position as Chief Compliance Officer) that PayQwick report to the  
8 California Department of Financial Protection and Innovation (DFPI) certain material changes to its  
9 personnel that would be taking place upon the acquisition of PayQwick’s by Green Check Verified,  
10 Inc. (“Green Check” or “GCV”).

11           66.     PayQwick’s management sought to rush the acquisition by Green Check Verified,  
12 Inc. as part of PayQwick’s means of addressing ongoing cashflow difficulties within the company,  
13 as the acquisition would result in a cash infusion to PayQwick.

14           67.     PayQwick terminated Cynthia Galas’s employment because her performance of her  
15 job duties – which entailed ensuring the company obtained the requisite approval from the DFPI  
16 before being acquired by PayQwick – threatened to present a stumbling block with respect to the  
17 imminent acquisition and thwart PayQwick’s management’s intent to complete the acquisition as  
18 quickly as possible.

19           68.     Cynthia Galas, through her employment, repeatedly insisted to PayQwick’s  
20 management that they comply with Cal. Financial Code § 2035 and other relevant regulations. The  
21 termination of Cynthia Galas, the company’s Chief Compliance Officer, served as PayQwick’s  
22 illegal means of avoiding its (and GCV’s) obligations to participate in the time-consuming and  
23 inconvenient process of complying with California financial regulations (by gathering true and  
24 correct information regarding personnel changes to take place upon completion of the acquisition,  
25 disclosing the same to DFPI, and seeking and obtaining approval from the DFPI based thereon  
26 *before* proceeding with the acquisition).

27           69.     To date, DFPI still thinks Cynthia Galas is PayQwick’s Chief Compliance Officer  
28 and publicly lists her as the same on the DFPI’s public money transmitter licensee listing on the

1 DFPI website.<sup>4</sup> Plaintiff believes that this is because PayQwick continues to withhold true material  
2 information from the DFPI regarding changes to its management structure that result from its  
3 acquisition by GCV, including its termination of Cynthia Galas in retaliation for her insistence that  
4 PayQwick be truthful with the DFPI and secure legitimate approval of the GCV acquisition from the  
5 agency prior to proceeding with the acquisition.

6 70. If PayQwick disclosed the termination of its Chief Compliance Officer to the DFPI  
7 (as required by Cal. Financial Code § 2035) the same would be to admit that PayQwick and GCV  
8 have not been truthful to the DFPI in the company's previous disclosures to the DFPI regarding the  
9 changes to PayQwick, Inc. that would result from PayQwick's acquisition by GCV – not least  
10 because PayQwick had previously falsely represented to the DFPI prior to the acquisition that no  
11 material changes to PayQwick's personnel or management structure would result from the  
12 acquisition.

13 71. Given the foregoing, it is apparent that PayQwick, throughout negotiations and the  
14 ultimate acquisition by Green Check Verified, **did not want** Cynthia Galas to perform her job  
15 functions as Chief Compliance Officer by timely and accurately reporting information regarding the  
16 acquisition to the DFPI (and other state agencies) – as such compliance with (*inter alia*) the  
17 California Financial Code threatened to delay the acquisition by Green Check Verified (due to  
18 previous incomplete and/or fraudulent disclosures to DFPI et al.) pending regulatory compliance by  
19 PayQwick and Green Check. It was simpler and more cost-effective for PayQwick simply to  
20 wrongfully terminate Cynthia Galas for insisting on regulatory compliance, while still publicly  
21 representing<sup>5</sup> that Cynthia Galas remained Chief Compliance Officer – in order not to tip off the  
22 DFPI and other agencies, so that the acquisition could proceed uninterrupted and PayQwick could  
23 receive an infusion of cash and thereby meet payroll.

24 72. Cynthia Galas suffers economic damages including loss of salary and loss of future  
25 salary, loss of employment benefits, loss of advancement within the company, loss of future  
26 positions, and also general damages including, *inter alia*, severe emotional distress including

27 \_\_\_\_\_  
28 <sup>4</sup> See <https://dfpi.ca.gov/2018/04/14/payqwick-inc/>

<sup>5</sup> <https://theorg.com/org/payqwick/teams/board-of-directors>

1 inconvenience, shame, humiliation, and other emotional distress resulting from the retaliatory  
2 termination of her position as Chief Compliance Officer for PayQwick. Where previously earning  
3 \$175,000 per year as Chief Compliance Officer for PayQwick, Ms. Galas now faces the possibility  
4 of homelessness despite repeated reasonable efforts to find replacement employment.

5 73. Cynthia Galas has lost her employment and future positions within PayQwick, Inc.,  
6 (and/or Green Check Verified post-acquisition) lost her yearly salary and other employment benefits,  
7 and suffered other damages including shame, humiliation, anxiety, inconvenience, stress, and other  
8 emotional distress corresponding to the financial instability resulting from the retaliatory termination  
9 of her employment. Due to Defendants' fraud, malice and oppression, an award of punitive damages  
10 in favor of Plaintiff is warranted. An award of attorney's fees under Cal. Labor Code § 1102.5(j) is  
11 appropriate given Defendants' whistleblower retaliation.

12 **CLAIMS FOR RELIEF**

13 **FIRST CAUSE OF ACTION**

14 **WHISTLEBLOWER RETALIATION – Labor Code § 1102.5(b)**

15 **(Against All Defendants)**

16 74. Plaintiff re-alleges and incorporates by reference all of the preceding allegations.

17 75. Cynthia Galas was an employee of PayQwick, Inc.

18 76. Cynthia Galas disclosed to Jonathan Lee of the DFPI that PayQwick, Inc. planned to  
19 be acquired by Green Check Verified, Inc. in a manner that violated Cal. Fin. Code § 2000 *et seq.*,  
20 and PayQwick, Inc. believed that Ms. Galas would continue to disclose the same and/or similar  
21 violations to the DFPI.

22 77. Cynthia Galas had reasonable cause to believe that PayQwick, Inc. and Green Check  
23 Verified, Inc. had violated the law, including Cal. Fin. Code § 2000 *et seq.*, in misleading the DFPI  
24 regarding material aspects of the acquisition of PayQwick, Inc.

25 78. PayQwick, Inc. terminated Ms. Galas's employment because of a belief that Ms.  
26 Galas would disclose to Jonathan Lee of the DFPI that Green Check Verified, Inc's application to  
27 acquire PayQwick, Inc. under Cal. Fin. Code § 2035, submitted to DFPI in January of 2023, was  
28 fraudulent, and that she would thereby pose a hindrance to the acquisition of PayQwick, Inc. by

1 Green Check Verified, Inc.

2 79. The termination of Cynthia Galas was a substantial factor in causing Cynthia Galas's  
3 damages.

4 80. Cynthia Galas suffers loss of her position, lost salary and benefits, emotional distress  
5 including shame, humiliation, and distress, warranting an award of compensatory damages, recovery  
6 of costs of suit, and other relief the Court finds just and proper.

7 81. In light of PayQwick, Inc.'s fraud, oppression, and malice, punitive and/or exemplary  
8 damages are appropriately levied against PayQwick, Inc.

9 82. An award of attorney's fees under Cal. Labor Code § 1102.5(j) is appropriate.

10 **SECOND CAUSE OF ACTION**

11 **WHISTLEBLOWER RETALIATION – Labor Code § 1102.5(c)**

12 **(Against All Defendants)**

13 83. Plaintiff re-alleges and incorporates by reference all of the preceding allegations.

14 84. Cynthia Galas was an employee of PayQwick, Inc.

15 85. Cynthia Galas disclosed to Jonathan Lee of the DFPI that PayQwick, Inc. planned to  
16 be acquired by Green Check Verified, Inc. in a manner that violated Cal. Fin. Code § 2000 *et seq.*,  
17 and PayQwick, Inc. believed that Ms. Galas would continue to disclose the same and/or similar  
18 violations to the DFPI.

19 86. Cynthia Galas had reasonable cause to believe that PayQwick, Inc. and Green Check  
20 Verified, Inc. had violated the law, including Cal. Fin. Code § 2000 *et seq.*, in misleading the DFPI  
21 regarding material aspects of the acquisition of PayQwick, Inc.

22 87. PayQwick, Inc. terminated Ms. Galas's employment because Ms. Galas refused to  
23 illegally and knowingly lie to the DFPI regarding material changes to the management structure of  
24 PayQwick, Inc. to take place upon acquisition by Green Check Verified, Inc., in order to hasten the  
25 acquisition and thereby provide a needed cash infusion to PayQwick, Inc.

26 88. The termination of Cynthia Galas was a substantial factor in causing Cynthia Galas's  
27 damages.

28

1 89. Cynthia Galas suffers loss of her position, lost salary and benefits, emotional distress  
2 including shame, humiliation, and distress, warranting an award of compensatory damages, recovery  
3 of costs of suit, and other relief the Court finds just and proper.

4 90. In light of PayQwick, Inc.'s fraud, oppression, and malice, punitive and/or exemplary  
5 damages are appropriately levied against PayQwick, Inc.

6 91. An award of attorney's fees under Cal. Labor Code § 1102.5(j) is appropriate.

7 92.

8 **THIRD CAUSE OF ACTION**

9 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

10 **(Against All Defendants)**

11 93. Plaintiff re-alleges and incorporates by reference all of the preceding allegations.

12 94. Cynthia Galas was an employee of PayQwick, Inc.

13 95. PayQwick, Inc. terminated Cynthia Galas's employment as Chief Compliance  
14 Officer.

15 96. PayQwick, Inc.'s decision to terminate Cynthia Galas's employment with  
16 PAYQWICK, INC., was motivated by an intent on the part of PayQwick, Inc. to evade compliance  
17 with Cal. Fin. Code § 2000 *et seq.* and the DFPI's regulations and thereby facilitate an acquisition by  
18 Green Check Verified, Inc.

19 97. The termination of Cynthia Galas was a substantial factor in causing Cynthia Galas's  
20 damages.

21 98. Cynthia Galas suffers loss of her position, lost salary and benefits, emotional distress  
22 including shame, humiliation, and distress, warranting an award of compensatory damages, and  
23 other relief the Court finds just and proper.

24 99. In light of PayQwick, Inc.'s fraud, oppression, and malice, punitive and/or exemplary  
25 damages are appropriately levied against PayQwick, Inc.

26 **FOURTH CAUSE OF ACTION**

27 **AIDING AND ABETTING WRONGFUL TERMINATION IN VIOLATION OF**

28 **PUBLIC POLICY**

1 **(Against GREEN CHECK VERIFIED, INC.; GCV VENTURES, LLC, and DOES 1-**  
2 **10)**

3 100. Plaintiff re-alleges and incorporates by reference all of the preceding allegations.

4 101. GREEN CHECK VERIFIED, INC. and GCV VENTURES, LLC knew that  
5 PayQwick, Inc. would be engaging in a wrongful termination of Cynthia Galas's employment in  
6 violation of public policy.

7 102. GREEN CHECK VERIFIED, INC. and GCV VENTURES, LLC gave substantial  
8 assistance and encouragement to PAYQWICK, INC.;

9 103. CYNTHIA GALAS suffers harm; and

10 104. The conduct of GREEN CHECK VERIFIED, INC. and GCV VENTURES, LLC was  
11 a substantial factor in causing CYNTHIA GALAS harm.

12 105. Cynthia Galas suffers loss of her position, lost salary and benefits, emotional distress  
13 including shame, humiliation, and distress, warranting an award of compensatory damages, and  
14 other relief the Court finds just and proper.

15 106. In light of the fraud, oppression and malice of GREEN CHECK VERIFIED, INC.  
16 and GCV VENTURES, LLC, punitive and/or exemplary damages are appropriately levied against  
17 Defendants.

18 **FIFTH CAUSE OF ACTION**

19 **AIDING AND ABETTING WHISTLEBLOWER RETALIATION**

20 **(Against GREEN CHECK VERIFIED, INC.; GCV VENTURES, LLC, and DOES 1-**  
21 **10)**

22 107. Plaintiff re-alleges and incorporates by reference all of the preceding allegations.

23 108. GREEN CHECK VERIFIED, INC. and GCV VENTURES, LLC knew that  
24 PayQwick, Inc. would be engaging in a wrongful termination of Cynthia Galas's employment in  
25 violation of public policy.

26 109. GREEN CHECK VERIFIED, INC. and GCV VENTURES, LLC gave substantial  
27 assistance and encouragement to PAYQWICK, INC.;

28 110. CYNTHIA GALAS suffers harm; and

1 111. The conduct of GREEN CHECK VERIFIED, INC. and GCV VENTURES, LLC was  
2 a substantial factor in causing CYNTHIA GALAS harm.

3 112. Cynthia Galas suffers loss of her position, lost salary and benefits, emotional distress  
4 including shame, humiliation, and distress, warranting an award of compensatory damages, and  
5 other relief the Court finds just and proper.

6 113. In light of the fraud, oppression and malice of GREEN CHECK VERIFIED, INC.  
7 and GCV VENTURES, LLC, punitive and/or exemplary damages are appropriately levied against  
8 Defendants.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment as follows:

- 11 1. Compensatory damages plus interest;  
12 2. Punitive damages;  
13 3. Waiting time and other penalties as provided by statute;  
14 4. Reasonable attorney's fees as provided by Labor Code § 1102.5(j) and other statute;  
15 5. Costs of suit; and  
16 6. Any other such other and further relief as the Court may deem just and proper.

17 DATED: September 8, 2023

**KIRTLAND & PACKARD, LLP**

18  
19 By: 

MICHAEL LOUIS KELLY  
CONNOR M. KAREN

Attorneys for Plaintiff Cynthia Galas



**DEMAND FOR JURY TRIAL**

Plaintiff Cynthia Galas hereby demands a jury trial.

DATED: September 8, 2023

**KIRTLAND & PACKARD, LLP**

By:  \_\_\_\_\_

MICHAEL LOUIS KELLY  
CONNOR M. KAREN

Attorneys for Plaintiff Cynthia Galas

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