

04/21/2025

By: Jessica Sroufe Deputy

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*Attorneys for Plaintiffs*

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
SACRAMENTO COUNTY**

**SERGEI MURAVSKII and SWARTIKA  
LAL** on behalf of themselves, and all other  
similarly situated,

Plaintiffs,

v.

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES, LOCAL 3299**, a public sector  
labor union,

Defendant.

CASE NO. **25CV009487**

**CLASS ACTION COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF**

**INTRODUCTION**

1. Defendant American Federation of State, County, and Municipal Employees, Local 3299 (“AFSCME 3299”) has a widespread practice of deducting dues payments from public employees’ lawfully earned wages without their affirmative consent. AFSCME 3299’s conduct constitutes coerced speech with respect to the affected employees—and is an unfair business practice.

2. AFSCME 3299 deducted dues payments from Mr. Muravskii’s paychecks between March 2024 and February 10, 2025, without his affirmative consent. AFSCME 3299 thus coerced him to

1 subsidize the political speech. The Union would not honor Mr. Muravskii's repeated requests to  
2 cancel union membership and dues deductions until after his attorney sent a demand letter on his  
3 behalf.

4 3. AFSCME 3299 also continued to take Plaintiff Swartika Lal's lawfully earned wages,  
5 without her affirmative consent, after she had properly exercised her constitutional right to refrain  
6 from union membership in February 2024. A union representative even acknowledged to Ms. Lal  
7 that her request was received and told her that dues deduction should stop within two pay cycles—  
8 they never did and continue to this day.

9 4. AFSCME 3299 abused its privileged position under California law to coerce speech from  
10 named Plaintiffs and the Class, creating compelled speech injuries under Article I, Section 2(a) of  
11 the California Constitution. Accordingly, Plaintiffs and the Class seek relief under Tom Bane Civil  
12 Rights Act, California Civil Code Section 52.1.

13 5. AFSCME Local 3299's conduct also violates California's Unfair Competition Law, Business  
14 & Professions Code Section 17200, *et seq.* (the "UCL"), which bars unfair, unlawful, and fraudulent  
15 business practices. Plaintiffs and the class seek restitution, injunctive relief, and declaratory relief as  
16 available under the UCL.

### 17 **JURISDICTION AND VENUE**

18 6. This Court has jurisdiction for claims under the California Constitution, damages claims  
19 under the Tom Bane Civil Rights Act, claims for restitution, and claims for injunctive relief.

20 7. Venue is proper in this Court because Sacramento County is the judicial jurisdiction where  
21 each Plaintiff suffered their injuries.

### 22 **PARTIES**

23 8. Plaintiff Sergei Muravskii is and at all mentioned herein an employee in a bargaining unit  
24 which AFSCME 3299 represents. He is an employee of UC Davis Health.

25 9. Plaintiff Swartika Lal is and at all times mentioned herein an employee in a bargaining unit  
26 which AFSCME 3299 represents. She is an employee of UC Davis Health.

1 10. Defendant AFCME 3299 is a labor union. Their principal place of business is 425 15th St.  
2 Oakland, CA 94612.

### 3 **STATEMENT OF FACTS**

#### 4 **California Law Provides AFSCME 3299 With the Authority Over Payroll Deduction** 5 **Systems.**

6 11. California law provides unions like AFSCME 3299 with the privileged position of  
7 controlling payroll deduction systems. Cal. Gov't Code § 1157.12.

8 12. California Government Code Section 1157.12 provides that public employees must direct  
9 requests "to cancel or change deductions for employee organizations to the employee organization,  
10 rather than to the public employer." Cal. Gov't Code § 1157.12 (a).

11 13. California law requires public employers to "rely on information provided by the employee  
12 organization regarding whether deductions for an employee organization were properly canceled or  
13 changed." Cal. Gov't Code § 1157.12 (b).

#### 14 **AFSCME 3299 Knowingly Took Money from Plaintiff Sergei Muravskii's Lawfully Earned** 15 **Wages Without His Consent.**

16 14. On April 13, 2022, Plaintiff Sergei Muravskii signed a simple membership form, containing  
17 no language requiring him to pay dues.

18 15. While a union representative on that day initially handed him a form with dues paying  
19 obligations, Mr. Muravskii read that the form would commit him to dues payments and told the  
20 union representative that he refused to sign it.

21 16. Mr. Muravskii specifically stated that the reason he would not sign the form was because he  
22 did not consent to dues payments.

23 17. A union representative then handed Mr. Muravskii a separate form and told him that there is  
24 no language containing dues payment obligations.

25 18. Mr. Muravskii signed that separate form, which he was told did not contain dues payment  
26 obligations.

1 19. The form Mr. Muravskii signed did not contain dues payment obligations.

2 20. Nonetheless, AFSCME 3299 began deducting monies from his lawfully earned wages  
3 anyways.

4 21. AFSCME 3299 coerced Mr. Muravskii to subsidize the Union's political speech without his  
5 affirmative consent.

6 22. Mr. Muravskii exercised his constitutional right to refrain from union membership and dues  
7 payments when he sent a letter to AFSCME 3299 in March 2024, requesting to withdraw his union  
8 membership and dues payments.

9 23. On March 28, 2024, AFSCME 3299 sent him a membership form that they purported he  
10 signed, containing dues payment obligations up until a certain window period each year.

11 24. Mr. Muravskii did not sign this form or any other form containing dues payment obligations.

12 25. AFSCME 3299 forged Mr. Muravskii's signature on a form containing dues payment  
13 obligations.

14 26. The signature on the form AFSCME 3299 sent to Mr. Muravskii does not reflect how he  
15 signs his name.

16 27. For example, the signature does not match the signature on Mr. Muravskii's social security  
17 card.

18 28. Over text message, Mr. Muravskii explained to a co-worker and AFSCME 3299 member  
19 that he only ever signed a form which contained no dues payment obligations. A true and correct  
20 copy of their exchange is attached as **Exhibit A**.

21 29. Mr. Muravskii explained that he had previously expressed a desire to not pay union dues,  
22 and that the Union had provided him a form without dues payment obligations. *See* **Exhibit A**.

23 30. Mr. Muravskii would not have signed any form which would have required him to subsidize  
24 union political speech.

25 31. Mr. Muravskii retained legal counsel after AFSCME 3299 refused to cease dues deductions.

32. Mr. Muravskii's attorney sent a demand letter to AFSCME 3299 on June 21, 2024, requesting that the Union release him from future dues payment obligations and that the Union issue a refund of all dues deducted from his lawfully earned wages since March 2024. A true and correct copy of the letter is attached as **Exhibit B**.

33. The Union would not cease deductions until after February 10, 2025.

**AFSCME 3299 Knowingly Takes Money from Plaintiff Swartika Lal's Lawfully Earned Wages Without Her Consent.**

34. Plaintiff Swartika Lal exercised her constitutional right to refrain from union membership when she sent a letter to AFSCME 3299 in February 2024, requesting to withdraw her membership and cease dues deductions.

35. AFSCME 3299 coerced Ms. Lal to subsidize the Union's political speech without her consent.

36. AFSCME 3299 ignored Ms. Lal until she called the Union in March, 2024.

37. On that phone call, a union representative confirmed that AFSCME 3299 received Ms. Lal's revocation letter.

38. The union representative told Ms. Lal that deductions should cease in two to three pay cycles.

39. Deductions never ceased, which led Ms. Lal to retain legal counsel.

40. Ms. Lal's legal counsel sent AFSCME 3299 a demand letter on August 9, 2024, requesting that the union cease deduction and a refund of any dues deducted since February 2024, up until deductions cease, plus interest. A true and correct copy of the letter is attached as **Exhibit C**.

41. Despite this, AFSCME 3299 never ceased deductions from Ms. Lal's lawfully earned wages, and they continue to this day.

**CLASS ALLEGATIONS**

42. Plaintiffs incorporate and re-allege the allegations contained in every preceding paragraph as if fully set forth herein.

43. Plaintiffs bring this action on behalf of themselves, and behalf of all other persons similarly situated (hereinafter referred to as the class).

44. Class Definition: Plaintiff proposes the following class definition, subject to amendment as appropriate: “All individuals from whom Defendant AFSCME 3299 deducted dues payments without affirmative consent.”

45. Plaintiffs fairly represent and are members of the Class. Excluded from the Class are Defendant and any entities in which a Defendant has a controlling interest, Defendant’s agents and employees, any Judge to whom this action is assigned and any member of such Judge’s staff and immediate family, Plaintiffs’ counsel, and any claims for personal injury, wrongful death and/or emotional distress.

46. This Class Action Complaint seeks injunctive relief, monetary damages, and restitution.

47. Class actions are statutorily authorized “when the question is one of common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court....” Code Civ. Proc. § 382.

48. Class certification requires the existence of both an ascertainable class and a well-defined community of interest among class members. *Johnson v. GlaxoSmithKline, Inc.*, (2008) 166 Cal. App. 4th 1497, 1508–09.

49. The community of interest requirement embodies three factors: “(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Johnson v. GlaxoSmithKline, Inc.*, (2008) 166 Cal. App. 4th 1497, 1509.

50. Class members all have common interests with each other and with named Plaintiffs, stemming from the fact that they were all subject to non-consensual dues deductions from AFSCME 3299.

51. Class members have predominant questions of law and fact in common with named Plaintiffs.

52. AFSCME 3299 coerced speech from each of them.

53. AFSCME 3299 took monies from each of their lawfully earned wages and used those monies to subsidize AFSCME 3299's political speech.

54. All Plaintiffs suffered irreparable harm to their freedom against compelled speech.

55. Named Plaintiffs as class representatives are typical of the class.

56. All class members have substantively identical claims under the Tom Bane Civil Rights Act because they all suffered substantively identical coerced speech injuries under Article I, Section 2(a) of the California Constitution.

57. All class members have substantively identical claims under the Unfair Competition Law because AFSCME 3299 took monies from each of their lawfully earned wages without their consent.

58. Named Plaintiffs can adequately represent the class.

59. Named Plaintiffs each suffered irreparable coerced speech injuries under Article I, Section 2(a) of the California Constitution.

60. Named Plaintiffs were each subject to non-consensual dues deductions at the hands of Defendant AFSCME 3299.

61. The class is sufficiently numerous for a class action.

62. Publicly available information reflects that AFSCME Local 3299 represents 37,000 employees.

63. All 37,000 employees have a constitutional right to refrain from union membership.

64. AFSCME 3299 is legally required to obtain consent from each of those employees before they can begin deducting monies from their lawfully earned wages.

65. It is impractical to assess the claims of each of these employees because potentially thousands of employees would have standing to sue.

66. A class certification would thus serve the interest of judicial efficiency.

1 **V. CLAIMS**

2 **CLAIM I**

3 **AFSCME 3299's Conduct Constitutes Coerced Speech Under Article I, Section 2(a) of the**  
4 **California Constitution.**  
5 **(California Civil Code Section 52.1)**

6 67. Plaintiffs and the Class re-allege and incorporate by reference each and every paragraph  
7 above.

8 68. The Tom Bane Civil Rights Act authorizes suits against persons “whether or not acting under  
9 color of law,” when they interfere by “threat, intimidation, or coercion, or attempts to interfere by  
10 threat, intimidation, or coercion, with the exercise or enjoyment by any individual or individuals of  
11 rights secured by the Constitution or laws of the United States, or of the rights secured by the .

12 69. The Tom Bane Civil Rights Act does not require that the by “threat, intimidation, or  
13 coercion,” element be independent of the constitutional violation alleged. *See Cornell v. City & Cnty.*  
14 *of San Francisco*, (2017) 17 Cal. App. 5th 766, 800; *Scalia v. Cnty. of Kern*, (E.D. Cal. 2018) 308  
15 F. Supp. 3d 1064, 1084.

16 70. Because AFSCME 3299 knowingly coerced speech, their conduct satisfies the coercion  
17 prong.

18 71. Any government action that causes a constitutional injury under the First Amendment of the  
19 U.S. Constitution also creates a constitutional injury under Article I, Section 2(a) of the California  
20 Constitution.

21 72. Article I, Section 2(a) of the California Constitution provides that “Every person may freely  
22 speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of this  
23 right. A law may not restrain or abridge liberty of speech or press.” Cal. Const. art. I, § 2.

24 73. The California Constitution provides at a minimum, all of the same protections of the Free  
25 Speech Clause of the U.S. Constitution.



74. Article I, Section 2(a) of the California Constitution provides even broader free speech protections than the U.S. Constitution. *Gerawan Farming, Inc. v. Kawamura*, (2004)14 Cal.Rptr.3d 14, 33.

75. For example, unlike the Free Speech Clause of the U.S. Constitution, claims under Article I Section 2(a) of the California Constitution do not have a state action requirement. *See Robins v. Pruneyard Shopping Ctr.*, (1979) 23 Cal. 3d 899 (a California Supreme Court ruling that the California Constitution protected free speech on a privately owned shopping center without the involvement of state action); *Fashion Valley Mall v. National Labor Relations Board*, (2007) 42 Cal.4th 850 (ruling that the California Constitution bars a shopping mall from enforcing a rule prohibiting persons from urging customers to boycott a store in the mall).

76. When a public-sector union deducts dues payments from employees' paychecks without affirmative consent, that constitutes a coerced speech injury. *Janus v. Am. Fed'n of State, Cnty., & Mun. Emps., Council 31*, (2018) 585 U.S. 878, 930.

77. AFSCME 3299's conduct of deducting dues payments from Plaintiffs and the Class constitutes a coerced speech injury under Article I, Section 2(a) of the California Constitution.

78. California law places unions like AFSCME 3299 in a privileged position to control payroll deduction systems, process dues cancellation requests, and present to employers whether employees authorized dues deductions.

79. AFSCME 3299 abused its privileged position under California law to knowingly coerce the speech of Plaintiffs and the Class.

80. Plaintiffs placed AFSCME 3299 on notice regarding their desire to cancel dues deductions.

81. AFSCME 3299 spent months deducting dues payments from their paychecks anyways.

82. AFSCME thus interfered with Plaintiff's and the Class's exercise of the constitutional right against coerced speech, through acts of coercion.

83. AFSCME 3299's act of coercion being coercing the speech of Plaintiffs and the Class.

84. This conduct is actionable for damages, injunctive relief, and declaratory relief under the Tom Bane Civil Rights Act, irrespective of whether AFSCME 3299 acted under color of law. *See* Cal. Civ. Code § 52.1.

## **CLAIM II**

### **AFSCME 3299’S Conduct Constitutes a Violation of California’s Unfair Competition Law (“UCL”) Cal. Bus. & Prof. Code § 17200, et seq.**

85. Plaintiffs and the Class re-allege and incorporate by reference each and every paragraph above.

86. The UCL defines “unfair business competition” to include any “unlawful, unfair or fraudulent” act or practice. Cal. Bus. Prof. Code § 17200

87. Business and Professional Code Section 17200 is “not confined to anticompetitive business practices but is also directed toward the public’s right to protection from fraud, deceit, and unlawful conduct.” *Hewlett v. Squaw Valley Ski Corp.*, (1997) 54 Cal.App.4th 499, 519-520.

88. Under California law, any “person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction.” Cal. Bus. & Prof. Code § 17203.

89. Public sector unions like AFSCME 3299 are persons whose conduct is subject to regulation under the UCL. *Isenberg v. United Tchrs. Los Angeles*, (Cal. Ct. App. Feb. 26, 2016) No. B259611, 2016 WL 750277, at \*1.

90. AFSCME 3299’s conduct of deducting dues payments from the paychecks of public employees without their consent is a business practice within the meaning of the UCL.

91. Any one instance of AFSCME 3299 deducting dues payments from an employee’s paycheck without their consent is an act within the meaning of the UCL.

92. AFSCME 3299’s conduct of deducting dues payments from employees’ paychecks without their consent is a practice within the meaning of the UCL.

1       **“Fraudulent” Prong**

2       93. AFSCME 3299’s conduct of deducting dues payments from public employees’ paychecks  
3 without their consent is fraudulent under the UCL.

4       94. This is because AFSCME 3299 is using its privileged position under California law to falsely  
5 present to public employers that public employees have authorized dues deductions from their  
6 paychecks.

7       95. AFSCME 3299 committed fraudulent acts when falsely presenting to Named Plaintiffs’  
8 employers that Named Plaintiffs had consented to dues payments.

9       96. AFSCME 3299 committed a fraudulent act when it forged Plaintiff Sergei Muravskii’s  
10 signature on dues authorization card he never signed.

11       97. AFSCME 3299 committed a fraudulent act when a union representative told Plaintiff  
12 Swartika Lal that they would cease dues deductions within two pay cycles but never did.

13       **“Unfair” Prong**

14       98. AFSCME 3299’s conduct of deducting dues payments from public employees’ paychecks  
15 without their consent is an unfair business practice under the UCL.

16       99. The harm to Plaintiffs and the Class outweighs the utility of AFSCME 3299’S conduct  
17 because injuries to the freedom of speech are irreparable harm.

18       100. However, even if only the financial harm of Plaintiffs and the Class is considered, the  
19 severity of their harm outweighs the utility AFSCME 3299 deducting dues without consent.  
20 AFSCME could have fulfilled its interests in promoting labor peace and maintaining its revenue  
21 streams if it had only deducted dues payments from those employees who have consented to dues  
22 payments. This would have created no meaningful burden for AFSCME 3299 because obtaining  
23 affirmative consent is something the Union is already constitutionally obligated to do before it may  
24 deduct dues.

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## VI. REQUESTED RELIEF

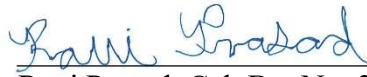
1. Plaintiffs respectfully request that this Court grant Named Plaintiffs and all putative class members the following relief against the Defendant:

- a. Injunctive relief requiring AFSCME 3299 to immediately cease further dues deductions from Plaintiffs and the Class.
- b. Declaratory relief that AFCME 3299 violated the free speech rights of Plaintiffs and the Class under Article I, Section 2(a) of the California Constitution.
- c. An order that AFSCME 3299 refund all dues payments deducted from the paychecks of Plaintiffs and Class Members without their affirmative consent, plus interest.
- d. Monetary damages as authorized under the Tom Bane Civil Rights Act for violation of Plaintiffs' and Class Members' free speech rights.
- e. A declaration that AFSCME 3299's conduct violated Article I, Section 2(a) of the California Constitution, as applied to Plaintiffs and the Class.
- f. Injunctive relief prohibiting such violations of the Unfair Competition Law by AFSCME 3299 in the future.
- g. An award of reasonable attorneys' fees and costs to counsel for Plaintiffs and the Class.
- h. An order certifying this action to be a proper class action, establishing an appropriate Class (and any Subclasses the Court deems appropriate), finding that Plaintiffs are proper representative of the Class, and appointing the lawyers and Foundation representing Plaintiffs as counsel for the class.
- i. A trial by jury on all counts so triable.
- j. Such other relief the Court deems just and proper.

### **JURY TRIAL DEMANDED**

Plaintiffs request a trial by jury on all issues so triable.

1 RESPECTFULLY SUBMITTED this 21st day of April, 2025

2 

3 Ravi Prasad, Cal. Bar No. 355175  
4 rprasad@freedomfoundation.com  
5 Shella Alcabes, Cal Bar No. 326708  
6 salcabes@freedomfoundation.com  
7 Freedom Foundation  
8 P.O. Box 552, Olympia, WA 98507  
9 Tel: (360) 956-3482

10 *Attorneys for Plaintiffs*

# Exhibit A

10:36

94%

← J [redacted] Work



RCS chat with [redacted]

Hey bro Danny said you were not going to fill survey all union members need to fill out the paperwork that's why we get the pay we do ucd doesn't pay that rate we as members have to fight for that pay and benefits at the end of our contract we start from 0 . No benefits no steps no salary increase nothing. You'll understand during our time so please sign the survey and tell all other people that ok thanks bro

That dude Danny lied to me, when I was sighting contract with him first he gave me sigh up I put my name and I see below that's union take 2% from you paycheck and I told him I wanna contract with union but I don't wanna donate any money and he gave me different one so sigh up that one and gave it to him and now I see from every paycheck I pay\$50 and a yeah \$1200 like what the heck

You have to understand ucd doesn't give us anything when our contract is over this why we pay dues . Myself income from a strong union familv for vears they bad .mouth me

😊 RCS message



10:36



94%



Work



You have to understand ucd doesn't give us anything when our contract is over this why we pay dues . Myself income from a strong union family for years they bad .mouth me for not joining the union but now I understand it going to the bargaining meeting and on strike but if you don't want to that's your choice I'm only staying for the next strike so we can get more money in our salary and step increases and benefits cause UCD doesn't give us anything we have fight for it and our rights

Well more money we make more money we pay to union

At my previous job I was with union and I didnt pay any dues or fee and now I have to pay \$1200 a year lol

I'd rather save those money

Every hospital has Union so it's up to you just try not to get in trouble ok have a good day



# Exhibit B

June 21, 2024

Michael Avant  
President of AFSCME Local 3299  
2400 O St, Sacramento, California  
info@afscme3299.org  
executiveboard@afscme3299.org

**Re : AFSCME Local 3299 Dues**

Mr. Avant:

We represent Sergei Muravskii, a dietetic assistant in a bargaining unit represented by AFSCME Local 3299 (the "Union"). I am writing to request an immediate review of his membership status, a full refund of dues wrongfully withheld from his paychecks, that he be given an additional \$5000 in compensation for his constitutional injuries, and that the Union immediately release him from future dues obligations.

While the Union has released Mr. Muravskii from his union membership after he exercised his right to leave in March 2024, the Union has suggested that they are still entitled to make deductions from his lawfully earned wages. On March 28, the Union sent Mr. Muravskii a membership agreement he purportedly signed but the signature at the bottom of that agreement does not reflect how Mr. Muravskii signs his name. He did not sign that form.

The Union's actions amount to a violation of Mr. Muravskii's constitutional rights under *Janus v. AFSCME*, and constitute fraud, wage theft, and unfair business practice under California Business and Professions Code § 17200.

To avoid further action on our part, I request that Muravskii (1) immediately be released from any future dues payment obligations, (2) that he be issue a refund any dues deducted from March 2024 up until deductions cease, plus interest, and (3) be given an additional \$5000 in compensation for his constitutional injuries.

Please let me know if you would like to discuss further. I request a response at your earliest convenience, and if I do not hear from you by June 28, 2024, I will advise Mr. Muravskii that this request has been rejected and that he should proceed accordingly.

Sincerely,



Ravi Prasad  
Litigation Counsel | Freedom Foundation  
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Shella Alcabes  
Litigation Counsel | *Freedom Foundation*  
360-956-3482 | PO Box 552 Olympia, WA 98507  
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# Exhibit C

August 9, 2024

Michael Avant  
President of AFSCME Local 3299  
2400 O St, Sacramento, California  
info@afscme3299.org  
executiveboard@afscme3299.org

**Re : AFSCME Local 3299 Dues**

Mr. Avant:

We represent Swartika Lal, a MOSC II FLOAT in a bargaining unit represented by AFSCME Local 3299 (the "Union"). I am writing to request an immediate review of her membership status, a full refund of dues wrongfully withheld from her paychecks, that she be given an additional \$3000 in compensation for her constitutional injuries, and that the Union immediately release her from future dues obligations.

Although Ms. Lal joined the Union in the Spring of 2023, she has properly exercised her constitutional right to leave the union and refrain from paying dues. In February 2024, Ms. Lal sent a letter to the Union requesting to withdraw her membership and cease deductions. However, the Union never responded to her request and continued to deduct dues. Since Ms. Lal was ignored, she called the Union in March, and a union representative told her over the phone that they received her opt-out and that deductions should cease in two to three pay cycles. They never did, and they continue today. Ms. Lal spoke with membership services in April, and despite membership services making similar assurances, nothing changed.

The Union's actions amount to a violation of Ms. Lal's constitutional rights under *Janus v. AFSCME*, and constitute fraud, wage theft, and unfair business practice under California Business and Professions Code § 17200.

To avoid further action on our part, we ask that you (1) immediately release her from any future dues payment obligations, (2) issue her a refund any dues deducted from February 2024 up until deductions cease, plus interest, (3) compensate her an additional \$3000 for her constitutional injuries, and (4) produce a copy of any and all membership agreements through which the Union purports the authority to deduct dues.

Please let me know if you would like to discuss further. I do not hear from you by August 16, 2024, I will advise Ms. Lal that this request has been rejected and that she should proceed accordingly.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ravi Prasad', is positioned below the word 'Sincerely,'.

Ravi Prasad  
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