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Attorneys for Plaintiff, VIANNE CURIEL
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

VIANNE CURIEL on behalf of herself and all
others similarly situated

Plaintiff,

vs.

FAB4 LLC dba RUSSELL WESTBROOK
CDJR, a California limited liability company,
and DOES 1 through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Timely Pay Wages**
- 5) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 6) Failure to Reimburse**
- 7) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

1 Plaintiff VIANNE CURIEL on behalf of herself and all others similarly situated assert
2 claims against Defendant FAB4 LLC dba RUSSELL WESTBROOK CDJR; and DOES 1
3 through 50, inclusive as follows:

4 I.

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
7 against Defendants FAB4 LLC dba RUSSELL WESTBROOK CDJR, and any subsidiaries and
8 affiliated companies (hereinafter “FAB4” or “Defendants”) on behalf of Plaintiff VIANNE
9 CURIEL (hereinafter “Plaintiff”) and all employees not classified as “Exempt” or primarily
10 employed in executive, professional, or administrative capacities, employed by, or formerly
11 employed by FAB4 in California who occupied positions of “internet sales manager” and similar
12 positions (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

13 2. During the liability period, defined as the applicable statute of limitations for each
14 and every cause of action contained herein, Defendant enforced shift schedules, employment
15 policies and practices, and workload requirements wherein Plaintiff and all other Non-Exempt
16 Employees: (1) were not paid proper wages they earned for all hours they worked; (2) were not
17 permitted to take their full statutorily authorized rest and meal periods. Defendant failed to pay
18 such employees one (1) hour of pay at the employees’ regular rate of compensation for each
19 workday that the meal period and/or rest period that was not properly provided.

20 3. During the liability period, Defendant has failed to reimburse Class Members for
21 business expenses incurred in the performance of their job duties.

22 4. During the liability period, Defendant has also failed to maintain accurate
23 itemized records reflecting total hours worked and have failed to provide Non-Exempt
24 Employees with accurate, itemized wage statements reflecting total hours worked and
25 appropriate rates of pay for those hours worked.

26 5. During the liability period, Defendant willfully refused to pay for all hours
27 worked, including minimum, regular, reporting time, and overtime wages including overtime at
28 the proper rate, piece rate units earned, and commissions.

6. During the liability period, Defendant also failed to compensate Plaintiff and Class Members for work performed “off the clock.”

7. During the liability period, Defendants have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non-Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked.

8. During the liability period, Defendants have also failed to pay all wages owed to discharged or resigned Class Members in a timely manner.

9. Plaintiff, on behalf of herself and all Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 2802 California Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

10. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

11. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendants conduct substantial and continuous commercial activities in Los Angeles County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Los Angeles County, California.

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III.

PARTIES

12. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

13. On information and belief, Defendant was at all times mentioned herein licensed and qualified to do business in California. On information and belief, Plaintiff alleges that all relevant times referenced herein Defendant did and continues to transact business throughout California.

14. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

15. Plaintiff is informed and believes, and based thereon alleges, that Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

FACTUAL BACKGROUND

16. FAB4 operates as a business that sells and services automobiles.

17. Plaintiff was employed by FAB4 on or about December 7, 2018 and was employed as an “internet sales manager” working in Van Nuys, California. Plaintiff occupied said position until the last day of her employment on or about December 10, 2019.

18. Upon being employed by Defendants, Plaintiff was informed that she was going to be paid an hourly rate plus commission. However, for at least one month of her employment,

1 Defendant changed the pay structure and Plaintiff was paid commission-only.

2 19. As a commission only non-exempt employee, Plaintiff was not separately
3 compensated for time spent working on tasks which were not compensated on a commission
4 basis, including for example, hours spent waiting for customers and attending meetings (i.e. non-
5 productive time). As a result, Plaintiff was not paid at least the minimum wage for all hours
6 worked.

7 20. During the relevant time frame, Defendants have had a policy and practice of
8 failing to pay all wages due under its bonus policies. At all relevant times herein, Defendants did
9 not properly include bonus payments in the calculation of overtime wages. Also, Defendants'
10 stated methodology/ policy for including any bonus payments in the calculation of overtime
11 wages is not compliant with California law.

12 21. Plaintiff and Class Members performed work "off the clock" before the start of
13 their shift and/or after clocking out at the end of the work shift. As set forth below, Plaintiff and
14 class members were required to keep their personal cell phones with them in order to answer
15 customer's phone calls at all times of the day, even when not clocked in for work. Additionally,
16 Plaintiff and class members were also instructed to clock out and continue working during meal
17 breaks. Plaintiff was not compensated for the times in which she performed work off the clock
18 during her work shifts.

19 22. During the relevant time frame, Plaintiff was systematically not provided lawful
20 meal periods and not permitted or authorized lawful rest breaks within the legally required time
21 frames.

22 23. Due to the work load requirements implemented by Defendants, Plaintiff and
23 Class Members were frequently required to work without being permitted or authorized a lawful
24 minimum ten (10) minute rest period for every four hours or major fraction thereof worked and
25 not compensated one (1) hour of pay at their regular rate of compensation for each workday that
26 a rest period was not provided, in violation of California labor laws, regulations, and IWC Wage
27 Orders.

28 24. During the liability period, due to customer service being prime and foremost, as

1 well as the work load requirements Defendants placed upon employees, Plaintiff and class
2 members were often instructed to clock out for meal breaks and continue working. It was
3 commonplace for Defendants to adjust the time sheets at the end of the work shift in order to
4 reflect compliant meal periods when in fact they were not provided to Plaintiff and Class
5 Members.

6 25. Plaintiff and Class Members were frequently required to work in excess of five (5)
7 hours without a minimum, uninterrupted thirty (30) minute meal period and not being
8 compensated one (1) hour of pay at their regular rate of compensation for each workday that a
9 meal period was not provided, in violation of California labor laws, regulations and IWC Wage
10 Order. Further, during the shifts in which a meal break premium was provided, it was not paid at
11 the employee's correct regular rate of pay.

12 25. Defendants required Plaintiff and Class Members to utilize their personal mobile
13 phones to carry out their job duties. Although Defendants regularly required Plaintiff and Class
14 Members to use their personal cellular phones to carry out work-related responsibilities,
15 Defendants failed to reimburse Plaintiff and Class Members for these expenses.

16 26. On information and belief, Defendant willfully failed to pay all earned wages in a
17 timely manner to Non-Exempt Employees; nor has Defendant paid to Non-Exempt Employees,
18 upon or after termination of their employment with Defendant, all compensation due, including
19 but not limited to all wages owed and compensation for having failed to properly provide rest
20 periods and meal periods.

21 27. Defendants have also failed to maintain accurate itemized records reflecting total
22 hours worked and have failed to provide Non-Exempt Employees with accurate, itemized wage
23 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

24 28. Plaintiff is informed and believes, and based thereon alleges, that FAB4 currently
25 employ and/or during the relevant period have employed over one hundred (100) employees in
26 the State of California in non-exempt hourly positions.

27 29. Non-Exempt Employees employed by FAB4 at all times pertinent hereto, have
28 been non-exempt employees within the meaning of the California Labor Code, and the

1 implementing rules and regulations of the IWC California Wage Orders.

2 V.

3 **CLASS ACTION ALLEGATIONS**

4 30. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
5 are or were employed by FAB4 in the state of California as non- exempt employees within four
6 (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit
7 (collectively referred to as the “Class” and/or Class Members”).

8 31. Plaintiff also seeks to represent Subclasses which are composed of persons
9 satisfying the following definitions:

10 a. All persons who are or were employed by FAB4 in the state of California
11 as non- exempt employees during the liability period and were not accurately and fully paid all
12 lawful wages owed to them including minimum wage and overtime for all their hours worked;

13 b. All persons who are or were employed by FAB4 in the state of California
14 as non-exempt employees and who, within the liability period, have not been provided an
15 uninterrupted 30 minute meal period when they worked over five hours in a work shift by the end
16 of the fifth hour and were not provided compensation in lieu thereof;

17 c. All persons who are or were employed by FAB4 in the state of California
18 as non-exempt employees and who, within the liability period, have not been provided lawful
19 minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked
20 per day and were not provided compensation in lieu thereof;

21 d. All persons who are or were employed by FAB4 in the state of California
22 as non-exempt employees and who, within the liability period, were not timely paid all wages
23 due and owed to them upon the termination of their employment with Defendants;

24 e. All persons who are or were employed by FAB4 in the state of California
25 as non-exempt employees and who, within the liability period, were not provided with accurate
26 and complete itemized wage statements;

27 f. All persons who are or were employed by FAB4 in the state of California
28 as non-exempt employees and who, within the liability period, were paid on a commission-only

1 basis and were not separately compensated for time spent working on tasks which were not
2 compensated on a commission basis; and

3 g. All persons who are or were employed by FAB4 in the state of California
4 as non-exempt employees and who, within the liability period, used their personal mobile
5 phones, which were required in the performance of their job duties, without receiving
6 reimbursement from Defendant.

7 32. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
8 or modify the class description with greater specificity or further division into subclasses or
9 limitation to particular issues.

10 33. This action has been brought and may properly be maintained as a class action
11 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
12 defined community of interest in the litigation and the proposed Class is easily ascertainable.

13 **A. Numerosity**

14 34. The potential members of the Class as defined are so numerous that joinder of all
15 the members of the Class is impracticable. While the precise number of Class Members has not
16 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
17 and/or during the relevant time period employed, approximately over one hundred Non-Exempt
18 Employees in California who are or have been affected by Defendants' unlawful practices as
19 alleged herein.

20 **B. Commonality**

21 35. There are questions of law and fact common to the Class predominating over any
22 questions affecting only individual Class Members. These common questions of law and fact
23 include, without limitation:

- 24 i. Whether Defendants violated Labor Code §§510, 1194 and applicable IWC
25 Wage Orders by failing to pay all earned wages including overtime compensation to
26 Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or
27 more than forty (40) hours in a workweek for the time spent under the control of
28 Defendants during the work shift.

- 1 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
2 failing to pay minimum wages for working "off the clock" without pay during the work
3 shifts. Labor Code §1197 provides that employees are to be paid minimum wage for
4 each hour worked, and cannot be averaged the minimum and the payment of a lesser
5 wage than the established is unlawful;
- 6 iii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC
7 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-
8 Exempt Employees on days in which they worked in excess of 5 hours and/or 10 hours
9 and failing to compensate said employees one hour wages in lieu of meal periods;
- 10 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
11 Wage Orders by failing to authorize and permit 10 minute rest periods to Non-Exempt
12 Employees for every four hours or major fraction thereof worked and failing to
13 compensate said employees one hours wages in lieu of rest periods;
- 14 v. Whether Defendant violated Labor Code §2802 and applicable IWC Wage Orders
15 for failing to indemnify employees for the expenditures incurred in the performance of
16 their job duties (i.e., personal mobile phones necessary to the performance of their job
17 duties);
- 18 vi. Whether Defendants violated sections 201-203 of the Labor Code by failing to
19 pay all earned wages and/or premium wages due and owing at the time that Plaintiff and
20 any Class Members' employment with Defendants terminated;
- 21 vii. Whether Defendants violated sections 226 of the Labor Code and applicable IWC
22 Wage Orders by failing to, among other violations, maintain accurate records of Non-
23 Exempt Employees' earned wages, work periods, meal periods and deductions;
- 24 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
25 Professions Code by failing to pay lawful wages owed including overtime and minimum
26 wages to Non-Exempt Employees; failing to provide lawful rest and/or meal periods and
27 failing to pay compensation in lieu thereof; failing to pay wages due and owing at the
28 time the employee's employment with Defendants terminated failing to keep accurate

records all in violation of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1199, 2802 and applicable IWC Wage Orders.

ix. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code and Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

C. Typicality

36. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

37. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

38. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

39. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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VI.
CAUSES OF ACTION
First Cause of Action

Failure to Pay Lawful Wages
(Lab. Code §§ 510, 1194, 1199)
(Against All Defendants)

40. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

41. During the liability Defendants' policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working "off the clock" and not receiving compensation for all earned wages including overtime in violation of California state wage and hour laws.

42. As stated herein, during the relevant time period, Plaintiff was not compensated for non-productive times and for work related tasks performed after work hours. All such time is compensable time as required by Labor Code §§ 1194, 1197.

43. During the liability Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

44. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working "off the clock" without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

45. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of compensation for all earned wages including minimum wage and overtime wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

1 46. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
2 described herein and below.

3 **Second Cause of Action**

4 Failure to Provide Lawful Meal Periods
5 Or Compensation in Lieu Thereof
6 (Lab. Code §§226.7, 512, IWC Wage Orders)
7 (Against All Defendants)

8 47. Plaintiff repeats and incorporates herein by reference each and every allegation set
9 forth above, as though fully set forth herein.

10 48. By Defendants' failure to provide 30 minute uninterrupted meal periods by the
11 end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess
12 of 5 hours and failing to provide the correct compensation for such statutorily non-compliant
13 meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage
14 Orders.

15 49. By failing to record and maintain adequate and accurate time records according to
16 sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
17 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
18 and Class Members.

19 50. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
20 represent have been deprived of premium wages in amounts to be determined at trial, and are
21 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
22 §226.7.

23 51. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
24 described herein and below.

25 **Third Cause of Action**

26 Failure to Provide Rest Periods
27 Or Compensation in Lieu Thereof
28 (Lab. Code §§226.7, IWC Wage Orders)
 (Against All Defendants)

 52. Plaintiff repeats and incorporates herein by reference each and every allegation set
 forth above, as though fully set forth herein.

1 53. By Defendant's failure to provide lawful ten (10) minute rest period for every
2 four hours or major fraction thereof worked per day by Non-Exempt Employees, and failing to
3 provide compensation for such non-provided rest periods, as alleged above, Defendants willfully
4 violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

5 54. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
6 represent have been deprived of premium wages in amounts to be determined at trial, and are
7 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
8 §226.7.

9 55. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
10 described herein and below.

11 **Fourth Cause of Action**

12 Failure to Timely Pay Wages Due At Termination

13 (Lab. Code §§ 201-203)

14 (Against All Defendants)

15 56. Plaintiff repeats and incorporates herein by reference each and every allegation set
16 forth above, as though fully set forth herein.

17 57. Sections 201 and 202 of the California Labor Code require Defendants to pay its
18 employees all wages due within 72 hours of termination of employment. Section 203 of the
19 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
20 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
21 full or an action is commenced. The penalty cannot exceed 30 days of wages.

22 58. Affected class members are entitled to compensation for all forms of wages
23 earned, including overtime compensation and compensation for non provided rest and meal
24 periods but to date have not received such compensation therefore entitling them Labor Code
25 section 203 penalties.

26 59. More than 30 days have passed since Plaintiff and affected Class Members have
27 left Defendants' employ, and on information and belief, have not received payment pursuant to
28 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned

1 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
2 section 203 for failure to pay legal wages.

3 60. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
4 described herein and below.

5 **Fifth Cause of Action**

6 Knowing and Intentional Failure to Comply With Itemized Employee

7 Wage Statement Provisions

8 (Lab. Code § 226(b))

9 (Against All Defendants)

10 61. Plaintiff repeats and incorporates herein by reference each and every allegation set
11 forth above, as though fully set forth herein.

12 62. Section 226(a) of the California Labor Code requires Defendants to itemize in
13 wage statements all deductions from payment of wages and to accurately report total hours
14 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
15 Defendants to maintain time records showing, among others, when the employee begins and ends
16 each work period, meal periods, split shift intervals and total daily hours worked in an itemized
17 wage statement, and must show all deductions and reimbursements from payment of wages, and
18 accurately report total hours worked by Plaintiff and the members of the proposed class. On
19 information and belief, Defendants have failed to record all or some of the items delineated in
20 Industrial Wage Orders and Labor Code §226.

21 63. In addition, Section 1174 of the California Labor Code requires Defendants to
22 maintain and preserve, in a centralized location, among other items, records showing the names
23 and addresses of all employees employed, payroll records showing the hours worked daily by and
24 the wages paid to its employees. On information and belief and based thereon, Defendants have
25 knowingly and intentionally failed to comply with Labor Code section 1174. Defendant's failure
26 to comply with Labor Code section 1174 is unlawful.

27 64. Plaintiff and Class Members have been injured by Defendants' actions by
28 rendering them unaware of the full compensation to which they were entitled under applicable
provisions of the California Labor Code and applicable IWC Wage Orders.

73. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

74. The actions of Defendants, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

75. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

76. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiffs Class as a result of the business acts and practices described herein.

77. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

VII.

PRAAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §203;
6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194, 2802
7. For such other and further relief as the Court deems just and proper.

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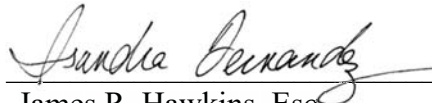
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

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5 **Dated: May 28, 2020**

JAMES HAWKINS, APLC

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7 
8 James R. Hawkins, Esq.
9 Isandra Y. Fernandez, Esq.
10 Attorneys for Plaintiff
11 Vianne Curiel
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