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**ENDORSED
FILED**
San Francisco County Superior Court

NOV 12 2020 ✓

CLERK OF THE COURT
BY: KALENE APOLONIO
Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

SERGHEI STIROI, VITALY
TOKARYEV, as individuals and as
aggrieved employees pursuant to the
Private Attorneys General Act (PAGA),

Plaintiffs,

vs.

ITG COMMUNICATION, LLC; SIZIF
LLC; WCC GROUP LLC; COMCAST
CORPORATION, COMCAST CABLE
COMMUNICATIONS, LLC and DOES 1
to 20, inclusive,

Defendants

Case No.

CGC-20-587952

COMPLAINT FOR DAMAGES:

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Failure to Provide Meal and Rest Breaks
4. Failure to Provide Reimbursement of Expenses
5. Failure to Provide Accurate Wage Statements
6. Waiting Time Penalties
7. Unfair Competition (Business & Professions Code § 17200 *et seq.*)
8. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

BY FAX

Plaintiffs SERGHEI STIROI and VITALY TOKARYEV (“Plaintiffs”) hereby file this Complaint against Defendants ITG COMMUNICATION, LLC; SIZIF LLC; WCC GROUP LLC; and DOES 1 to 20, inclusive, (hereinafter collectively referred to as “Defendants”). Plaintiffs allege the following:

PARTIES AND JURISDICTION

1. Plaintiff SERGHEI STIROI is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a resident of the State of California.

2. Plaintiff VITALY TOKARYEV is an individual over the age of eighteen (18) and is now and/or at all times mentioned in this Complaint was a resident of the State of California.

3. Plaintiffs were employees of Defendants, performing services as an installer of services provided by Comcast Communications at various locations in California.

4. Plaintiffs are informed and believe, and thereon allege, that Defendants ITG COMMUNICATION, LLC; SIZIF LLC; WCC GROUP LLC are companies of unknown origin and citizenship that are and were doing business in California. Defendants ITG COMMUNICATION, LLC; SIZIF LLC; WCC GROUP LLC are engaged in the business of subcontracting the installation of services provided by Comcast Communications throughout California. Plaintiffs are informed and believe, and thereon allege, that Defendants ITG COMMUNICATION, LLC; SIZIF LLC; WCC GROUP LLC were not registered or licensed to do business in California.

5. Plaintiffs are informed and believe, and thereon allege, that Defendants COMCAST CORPORATION and COMCAST CABLE COMMUNICATIONS, LLC are Delaware corporations, with their principal place of business located in Pennsylvania.

6. Plaintiffs are further informed and believe, and thereon allege, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiffs are further informed and believe, and thereon allege, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who

1 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
2 section 474. Plaintiffs will amend this complaint to show such true names and capacities of Does 1
3 through 20, inclusive, when they have been determined.

4 7. The San Francisco County Superior Court has jurisdiction in this matter due to alleged
5 violations of California Labor Code §§ 201, 203, 226, 226.7, 510, 512, 1194, 2802, Business and
6 Professions Code § 17200 *et seq.*, and the applicable Wage Orders.

7 8. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some of
8 the wrongful acts and violations of law asserted herein occurred within San Francisco County.

9 9. On July 24, 2020, Plaintiffs filed their Labor Code § 2699.3 Private Attorney General Act
10 (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). The
11 LWDA did not respond within 65 days of filing of the PAGA notice. On October 22, 2020,
12 Plaintiffs filed an amended PAGA notice with the LWDA.

13 **FACTS COMMON TO ALL CAUSES OF ACTION**

14 10. Plaintiffs worked for Defendants in 2019 as cable installers. Defendants are/were in the
15 business of providing subcontracting work for Comcast in California. Plaintiffs, and other similarly
16 situated aggrieved employees, were misclassified by Defendants as an Independent Contractors.

17 11. During the entire relevant period with Defendants, Plaintiffs, and other similarly situated
18 aggrieved employees, worked for Defendants exclusively. During that period Plaintiffs, and other
19 similarly situated aggrieved employees, operated in the core business of Defendants and subject to
20 their control.

21 12. During the relevant period, Comcast suffered or permitted Plaintiffs, and other similarly
22 situated aggrieved employees, to perform work, thus Comcast was a joint employer. Specifically, by
23 way of example only, Comcast provided Plaintiffs, and other similarly situated aggrieved
24 employees, with a smartphone application, directed Plaintiffs, and other similarly situated aggrieved
25 employees, to perform work through the application. Comcast dispatchers also called Plaintiffs, and
26 other similarly situated aggrieved employees, to direct their work. If Plaintiffs, and other similarly
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1 situated aggrieved employees, did not follow the directions of Comcast they risked termination from
2 employment.

3 13. Plaintiffs and similarly situated employees also worked without their own contractor's
4 license. California Labor Code section 2750.5 states that if an employer hires someone to perform
5 any "function or activity" for which a Contractor's License is required by the Contractors State
6 License Law, the employer must prove that the employed person held a valid license to perform
7 required that "function or activity . . . as a condition of having independent contractor status." Here,
8 Plaintiffs and similarly situated employees would have been required to hold licenses as Electricians,
9 Low Voltage Systems Contractors, or a similar occupation in order to be properly classified as
10 independent contractors.

11 14. Furthermore, Plaintiffs, and other similarly situated aggrieved employees, could not have
12 been appropriately classified as independent contractors, even if they had licenses. Defendants and
13 Plaintiffs, and any similarly aggrieved employees, were engaged in the business of installing
14 Comcast telecommunication services and equipment, not in distinct occupations or businesses.
15 Thus, Defendants willfully misclassified Plaintiffs, and any similarly aggrieved employees, as
16 independent contractors in violation of the wage orders and California Labor Code. *See Dynamex*
17 *Operations W. v. Superior Court*, 4 Cal. 5th 903, 917, 416 P.3d 1, 7 (2018).

19 15. Plaintiffs and similarly situated employees worked many hours without proper
20 compensation or other benefits of employment provided for under the Labor Code. Plaintiffs and
21 other similarly situated aggrieved employees, were not free from direction and control; their work
22 was and is integrally involved with the business of Defendants; and they were and are not engaged in
23 an independently established trade or business.

24 16. Defendants exercised a high level of control over Plaintiffs and similarly situated
25 employees. Plaintiffs and similarly situated employees were informed of their schedules and
26 assigned tasks via an app on their mobile phones. They also frequently called Plaintiff and similarly
27 situated employees frequently throughout the day regarding the work being performed. Plaintiffs
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1 and similarly situated employees were required to clock into the system at a certain time everyday,
2 and they were disciplined if they failed to do so.

3 17. Defendants also set the daily schedule for Plaintiffs and similarly situated employees, and
4 if they failed to follow the schedule or refused additional work that was added to the schedule, they
5 were disciplined or terminated.

6 18. Although Defendants classified Plaintiffs as independent contractors, multiple factors (in
7 addition to the *Dynamex* test) demonstrate that Plaintiffs were actually employees, including but not
8 necessarily limited to:

- 9 a. Plaintiffs were not engaged in a distinct occupation or business apart from
10 Defendants;
- 11 b. The kind of occupation is one usually done under the supervision of the
12 employer (which it was);
- 13 c. The length of time in which services were performed was extended and
14 continuous. Plaintiffs worked exclusively for Defendants during the relevant
15 period;
- 16 d. The work was a part of the regular business of Defendants.

17 19. While Plaintiffs, and other similarly situated aggrieved employees, were misclassified as
18 independent contractors, Defendants saved money, but Plaintiffs, and other similarly situated
19 aggrieved employees, suffered significant financial loss.

20 20. Plaintiffs and similarly situated employees were underpaid wages, including overtime
21 wages and minimum wages due to Defendants misclassifying them as Independent Contractors.
22 Defendants deducted a monthly amount from Plaintiffs' and similarly situated employees'
23 paychecks for use of Defendants' work vans that they were required to use. Defendants failed to pay
24 wages to Plaintiffs and similarly situated employees when a customer was not at home or
25 rescheduled, or when the installation required additional help, such as a bucket truck or underground
26 work, or if the work was interrupted due to an electricity outage or due to the customer's request. In
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1 these instances, Plaintiffs and similarly situated employees were not paid at all, even though they
2 had traveled to the location and performed work.

3 21. In addition, Plaintiffs and similarly situated employees were required to sell additional
4 services to customers while onsite making an installation. Plaintiffs and similarly situated
5 employees were promised a commission for making these sales. However, Defendants refused to
6 pay the promised commission wages even though Plaintiffs and similarly situated employees made
7 hundreds of additional sales that qualified for the promised commission wages.

8 22. Defendants also failed to pay Plaintiffs and similarly situated employees for the time
9 spent traveling to the work sites, and for them spent from driving to each subsequent job site during
10 the workday. Defendants also failed to pay for time spent completing required reports at the end of
11 each workday, and for attendance at mandatory meetings.

12 23. Plaintiff and similarly situated employees were forced to pay for their own business
13 expenses, including but not necessarily limited to, tools, safety equipment, fuel for Defendants' work
14 vans, mileage, and did not have the benefit of employer sponsored benefits and contributions.

15 24. Additionally, Defendants did not provide Plaintiffs, and any similarly aggrieved
16 employees, with all statutorily required meal breaks. For example, Plaintiffs, and any similarly
17 aggrieved employees, often worked shifts well in excess of 10 hours, but were never provided with
18 second meal breaks as required by the California Labor Code and applicable Wage Orders.

19 25. Plaintiffs and similarly situated employees regularly worked over eight (8) hours a day
20 and/or forty (40) hours a week. Defendants did not pay Plaintiffs and similarly situated employees
21 all overtime and/or minimum wages earned during their employment.

22 26. Nor did Plaintiffs, and any similarly aggrieved employees, receive wage statements in
23 compliance with California Labor Code section 226.

24 27. Defendants also made unlawful deductions from the pay of Plaintiffs and similarly
25 aggrieved employees on a regular basis. For example, Defendants made deductions from Plaintiffs'
26 and similarly aggrieved employees' pay for customer reviews, vehicle repairs, and customer
27 complaints.
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1 28. Defendants did not provide Plaintiffs and similarly aggrieved employees all wages owed
2 upon their termination or within seventy-two (72) hours of their separation from employment.

3 29. Plaintiffs are informed and believe that Defendants intentionally misclassified numerous
4 other employees as independent contractors and committed numerous other violations of the
5 California Labor Code, including but not limited to those identified in this letter. Pursuant to *Huff v.*
6 *Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (Ct. App.
7 2018), reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), Plaintiffs intend to seek civil
8 penalties for all violations of the California Labor Code, whether they experienced them personally
9 or not.

10
11 **FIRST CAUSE OF ACTION**
12 **FAILURE TO PAY OVERTIME WAGES**
13 **(As to All Defendants)**

14 30. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 29 as though fully
15 set forth herein.

16 31. During the period Plaintiffs and similarly situated employees were employed by
17 Defendants, Defendants were required to compensate them one and one-half (1½) times the regular
18 rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
19 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day.
20 See California Labor Code §§ 510, 1194, and applicable wage orders. Although Plaintiffs and
21 similarly situated employees regularly worked in excess of eight (8) hours a day and/or forty (40)
22 hours per week, Defendants failed to pay all overtime wages owed to them and similarly situated
23 employees.

24 32. Provisions regulating minimum wages or hours and days of work in any order of the
25 Industrial Welfare Commission, such as IWC Wage Order No. 4-2001, and California Labor Code
26 section 1194 have been violated by, or were caused to be violated by, Defendants.

27 33. Defendants' conduct described herein violates California Labor Code sections 510 and
28 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs and similarly

1 situated employees have been damaged and deprived of overtime wages, in an amount to be
2 established at trial. Plaintiffs now seek these wages, attorney's fees and costs, and interest pursuant
3 to California Labor Code sections 1194.

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PAY MINIMUM WAGES**
6 **(As to All Defendants)**

7 34. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 33 as though fully
8 set forth herein.

9 35. For the three (3) years preceding the filing of this Action, Defendants were required to
10 compensate Plaintiffs and similarly situated employees with at least the State's minimum wage. *See,*
11 *e.g.,* MW Order-2014; MW Order-2017; California Labor Code § 1194.

12 36. California law does not permit averaging of payments during a pay period over hours
13 worked in order to meet an employer's minimum wage obligation. *Armenta v. Osmose*, 135 Cal.
14 App. 4th 314, 324 (2006) ("[T]he FLSA model of averaging all hours worked 'in any work week' to
15 compute an employer's minimum wage obligation is inappropriate. The minimum wage obligation
16 applies to each hour worked by respondents for which they were not paid.").

17 37. Plaintiffs and similarly situated employees were not exempt from the State's Wage
18 Orders as employees.

19 38. Defendants' conduct described herein violates California Labor Code section 1194, and
20 Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs have been damaged and
21 deprived of minimum wages, in an amount to be established at trial. Plaintiffs now seek these
22 wages, liquidated damages pursuant to California Labor Code section 1194.2, attorney's fees and
23 costs, and interest pursuant to California Labor Code sections 1194.

24 **THIRD CAUSE OF ACTION**
25 **FAILURE TO PROVIDE MEAL AND REST BREAKS**
26 **(As to All Defendants)**

27 39. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 38 as though fully
28 set forth herein.

1 40 . An employer must provide an employee a meal period and/or rest period in accordance
2 with the applicable Wage Order and Labor Code sections 226.7 and 512.

3 41. Labor Code section 510 and Wage Order 4-2001, section 11(A) require an employer to
4 provide a meal period of not less than thirty (30) minutes for each work period of more than five (5)
5 hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a
6 second meal period.

7 42. Labor Code section 510 and Wage Order 4-2001 section 12(A) require an employer to
8 provide a rest period of not less than ten (10) minutes for each work period of more than four (4)
9 hours or a major fraction thereof.

10 43. Plaintiffs allege that Defendants failed to provide Plaintiffs and similarly situated
11 employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiffs
12 and similarly situated employees worked more than five (5) hours in a day, or to take a second meal
13 break of at least thirty (30) minutes for several work periods that Plaintiffs and similarly situated
14 employees worked more than ten (10) hours in a day.

15 44. Plaintiffs further allege that Defendants failed to provide rest breaks of at least ten (10)
16 minutes for each work period that Plaintiffs and similarly situated employees worked more than four
17 (4) hours.

18 45. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiffs
19 are entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest
20 period not provided, as a wage, from three (3) years of the filing of this action, in an amount to be
21 established at trial. *See* Labor Code § 226.7 and Wage Order 4-2001 §§ 11(B), 12(B).

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23 **FOURTH CAUSE OF ACTION**
24 **FAILURE TO PAY REIMBURSEMENT EXPENSES**
25 **(As to All Defendants)**

26 46. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 45 as though fully
27 set forth herein.

28 47. Labor Code section 2802(a) states that "An employer shall indemnify his or her
employee for all necessary expenditures or losses incurred by the employee in direct consequence of

1 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
2 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
3 unlawful.”

4 48. Defendants knew and required that Plaintiffs and similarly situated employees pay for
5 business related expenses as described above. However, Defendants did not reimburse Plaintiffs and
6 similarly situated employees for these expenses.

7 49. Defendants’ conduct described herein violated California Labor Code section 2802. As a
8 proximate result of Defendants’ conduct, Plaintiffs have been damaged in an amount to be
9 established at trial, and are entitled to recover these damages, as well as interest and reasonable
10 attorney’s fees and costs, pursuant to statute.

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12 **FIFTH CAUSE OF ACTION**
13 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
14 **(As to All Defendants)**

15 50. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 49 as though fully
16 set forth herein.

17 51. According to Labor Code section 226(a), an employer must provide an itemized
18 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

19 *(1) gross wages earned, (2) total hours worked by the employee,*
20 *except for any employee whose compensation is solely based on a*
21 *salary and who is exempt from payment of overtime under*
22 *subdivision (a) of Section 515 or any applicable order of the*
23 *Industrial Welfare Commission, (3) the number of piece-rate units*
24 *earned and any applicable piece rate if the employee is paid on a*
25 *piece-rate basis, (4) all deductions, provided that all deductions*
26 *made on written orders of the employee may be aggregated and*
27 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
28 *the period for which the employee is paid, (7) the name of the*
employee and the last four digits of his or her social security number
or an employee identification number other than a social security
number, (8) the name and address of the legal entity that is the
employer and, if the employer is a farm labor contractor, as defined
in subdivision (b) of Section 1682, the name and address of the legal
entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the

1 *corresponding number of hours worked at each hourly rate by the*
2 *employee. The deductions made from payment of wages shall be*
3 *recorded in ink or other indelible form, properly dated, showing the*
4 *month, day, and year, and a copy of the statement and the record of*
5 *the deductions shall be kept on file by the employer for at least three*
6 *years at the place of employment or at a central location within the*
7 *State of California.*

8 52. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an
9 itemized statement or failed to provide an accurate and complete itemized statement showing the
10 requirements set forth in Labor Code section 226(a). Due to Defendants' timekeeping policies
11 during Plaintiffs' employment that resulted in failing to document accurately all hours worked,
12 especially when Plaintiffs were misclassified as an independent contractor, Defendants did not
13 properly itemize all hours worked.

14 53. Additionally, Plaintiffs allege they suffered injury as a result of Defendants' failure to
15 provide accurate and complete information as required by any one or more of items (1) to (9),
16 inclusive, of Labor Code section 226, subdivision (a), and Plaintiffs cannot promptly and easily
17 determine (*i.e.* a reasonable person in each Plaintiffs' position would not be able to readily ascertain
18 the information without reference to other documents or information) from the wage statement
19 alone. Moreover, pursuant to Labor Code section 226(e)(2), Plaintiffs are deemed to have suffered
20 injury whenever Defendants failed to provide a wage statement, which happened for the majority of
21 the time Plaintiffs worked for Defendants.

22 54. Plaintiffs are entitled to, and do hereby seek, injunctive relief requiring Defendants to
23 comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil penalties.

24 **SIXTH CAUSE OF ACTION**
25 **WAITING TIME PENALTIES**
26 **(As to All Defendants)**

27 55. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 54 as though fully
28 set forth herein.

 56. An employer must pay an employee who is terminated all unpaid wages immediately
 upon termination. Labor Code § 201.

1 57. An employer who willfully fails to pay an employee wages in accordance with California
2 Labor Code sections 201 must pay the employee a waiting time penalty of up to thirty (30) days.
3 California Labor Code § 203.

4 58. Plaintiffs and similarly situated employees did not receive all wages, including minimum
5 and overtime wages and meal and rest period premiums, at their termination from employment.

6 59. Defendants knew of their obligation to pay Plaintiffs and similarly situated employees for
7 all hours worked because they had knowledge Plaintiffs were, at all times, non-exempt employees,
8 worked over eight (8) hours a day and/or forty (40) hours a week, worked through thirty (30) minute
9 meal periods when Plaintiffs worked for periods lasted for more than five (5) hours and more than
10 ten (10) hours, and worked at many times without any compensation whatsoever. Thus, Defendants'
11 failure to pay for all hours worked was in complete disregard of their obligations. Such conduct
12 shows Defendants' knowledge of their obligation to pay all wages owed upon termination and
13 willful refusal.

14 60. As a proximate result of the Defendants' conduct, Plaintiff have been damaged and
15 deprived of their wages and thereby seeks an appropriate daily rate of pay multiplied by thirty (30)
16 days for Defendants' failure to pay all wages due, in an amount to be established at trial.

17 **SEVENTH CAUSE OF ACTION**
18 **UNFAIR COMPETITION**
19 **(As to All Defendants)**

20 61. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 60 as though fully
21 set forth herein.

22 62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
23 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter
24 1 (commencing with Section 17500) of Part 3 of Division 7 of the California Business and
25 Professions Code. See California Business and Professions ("B&P") Code § 17200.

26 63. Plaintiffs and similarly situated employees were not paid all wages owed during their
27 employment, especially since Defendants misclassified Plaintiffs and similarly situated employees as
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1 independent contractors, or non-employees. Defendants also failed to provide legally compliant
2 paystubs to Plaintiffs throughout the employment relationship.

3 64. Plaintiffs are also informed and believe and thereon allege that such actions and/or
4 conduct constitute a violation of the California Unfair Competition Law ("UCL") (California
5 Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Prods.*
6 *Co.*, 23 Cal. 4th 163 (2000).

7 65. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
8 UCL (including B&P Code §17203), Plaintiffs are entitled to restitution as a result of Defendants'
9 unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P
10 Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor
11 Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for
12 up to four (4) years from the filing of this Action.

13 **EIGHTH CAUSE OF ACTION**
14 **CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.**

15 66. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 65 as though fully
16 set forth herein.

17 67. Plaintiffs bring this cause of action as proxies for the State of California and in this
18 capacity, seek penalties on behalf of all Aggrieved Employees for Defendants' violations of the
19 California Labor Code, including but not necessarily limited to, those Labor Code violations
20 identified above.

21 68. On or about July 24, 2020, Plaintiffs sent written notice to the LWDA regarding
22 Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,
23 PAGA. As of the date of the filing of this Complaint, the LWDA has not informed Plaintiffs
24 whether the LWDA intends to investigate Plaintiffs' PAGA claims. As such, Plaintiffs have
25 exhausted their administrative remedies under PAGA and may proceed in this Court.
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JURY TRIAL DEMAND

Plaintiffs SERGHEI STIROI and VITALY TOKARYEV hereby demand a trial by jury.

Dated: November 9, 2020

Castle Law: California Employment Counsel, PC

By: _____



Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff SERGHEI STIROI
and VITALY TOKARYEV