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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 07 2021

BY Paola Iniguez
Paola Iniguez DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ROMUALDA RAZO, on behalf of herself,
the State of California, and others similarly
situated and aggrieved,

PLAINTIFF,

v.

DIVERSE FACILITY SOLUTIONS,
INC., an Illinois corporation; and DOES 1-
100, inclusive,

Defendants.

Case No.: **CIV SB 2133307**

CLASS ACTION COMPLAINT FOR:

1. **Recovery of Unpaid Minimum Wages and Liquidated Damages**
2. **Recovery of Unpaid Overtime Wages**
3. **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
4. **Failure to Provide Rest Periods or Compensation in Lieu Thereof**
5. **Failure to Furnish Accurate Itemized Wage Statements**
6. **Failure to Timely Pay All Wages Due Upon Separation of Employment**
7. **Failure to Reimburse Business Expenses**
8. **Unfair Competition and**
9. **Violation of Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

1 PLAINTIFF, ROMUALDA RAZO ("PLAINTIFF"), on behalf of herself, the State of
2 California, and others similarly situated and aggrieved, hereby files this Complaint against
3 Defendant DIVERSE FACILITY SOLUTIONS, INC. ("DFS" or "DEFENDANT") and DOES 1-
4 100, inclusive. PLAINTIFF is informed and believes and thereon alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. This court possesses original subject matter jurisdiction over this matter. Venue is
7 proper in San Bernardino County, California, because DFS transacts business within this judicial
8 district, DFS employed PLAINTIFF to work in this judicial district and some of the complained of
9 conduct occurred in this judicial district.

10 **THE PARTIES**

11 2. PLAINTIFF resides in San Bernardino County, in the State of California.
12 PLAINTIFF worked for DEFENDANTS in the State of California as a non-exempt, hourly-paid
13 employee during the relevant time period.

14 3. Defendant DFS is an Illinois corporation that, at all relevant times, was authorized
15 to do business within the State of California and is doing business in the State of California. DFS
16 provides janitorial, facility maintenance and related services to, including but not limited to, airports
17 and the aviation industry.

18 4. The true names and capacities of the DOE Defendants sued herein as DOES 1
19 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
20 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
21 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
22 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
23 become known.

24 5. PLAINTIFF is further informed and believes that, at all relevant times, each
25 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
26 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
27 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
28 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all

1 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
2 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
3 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
4 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
5 controlled, aided and abetted the conduct of all other Defendants.

6 **CLASS ALLEGATIONS**

7 6. PLAINTIFF brings this action on behalf of herself and all others similarly situated
8 as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFF seeks to
9 represent are defined as follows and referred to as the “Class Members”: “All non-exempt workers
10 employed by DFS in California at any time within the four years prior to the filing of the initial
11 complaint.”

- 12 a. Numerosity. While the exact number of Class Members is unknown to
13 PLAINTIFF at this time, the class is so numerous that the individual joinder of
14 all members is impractical under the circumstances of this case.
- 15 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
16 because common questions of law and fact predominate over individual issues.
17 Common questions include, but are not limited to, the following: (1) whether
18 DFS understated hours worked and failed to pay all amounts due to PLAINTIFF
19 and the Class Members for wages earned, including minimum and overtime
20 wages, under California law; (2) whether DFS provided PLAINTIFF and the
21 Class Members with all meal periods or premium payments in lieu thereof in
22 compliance with California law; (3) whether DFS provided PLAINTIFF and the
23 Class Members with all rest periods or premium payments in lieu thereof, in
24 compliance with California law; (4) whether DFS provided PLAINTIFF and the
25 Class Members with accurate, itemized wage statements in compliance with
26 California law, displaying, including but not limited to, the total hours worked
27 during the pay period; (5) whether DFS timely paid PLAINTIFF and the Class
28 Members all wages due upon separation of employment; (6) whether DFS failed

1 to reimburse PLAINTIFF and the Class Members for all business expenses; and
2 (7) whether DFS violated California Business and Professions Code sections
3 17200, et seq.

4 c. Ascertainable Class. The proposed class is ascertainable as its members can be
5 identified and located using information in DEFENDANT's business, payroll
6 and personnel record.

7 d. Numerosity. The class is so numerous that the individual joinder of all Class
8 Members is impractical under the circumstances of this case. While the exact
9 number of Class Members is unknown to PLAINTIFF, PLAINTIFF is informed
10 and believes the class consists of at least 100 individuals.

11 e. Typicality. PLAINTIFF's claims are typical of the claims of the Class Members.
12 PLAINTIFF suffered a similar injury as the other Class Members as a result of
13 DEFENDANT's common practices regarding, *inter-alia*, failure to calculate
14 and pay all owed minimum and overtime wages, failure to provide proper meal
15 and rest periods or premium compensation in lieu thereof, failure to provide
16 accurate wage statements, failure to reimburse business expenses, and failure to
17 pay all wages due upon separation of employment.

18 f. Adequacy. PLAINTIFF will fairly and adequately protect the interests of the
19 Class Members. PLAINTIFF has no interests adverse to the interests of the other
20 Class Members. Counsel who represent PLAINTIFF are competent and
21 experienced in litigating similar class action cases and are California lawyers in
22 good standing. Counsel for PLAINTIFF have the experience and resources to
23 vigorously prosecute this case.

24 g. Superiority. A class action is superior to other available means for the fair and
25 efficient adjudication of this controversy since individual joinder of all members
26 of the class is impractical. Class action treatment will permit a large number of
27 similarly situated persons to prosecute their common claims in a single forum
28 simultaneously, efficiently, and without the unnecessary duplication of effort

1 and expense that numerous individual actions would engender. Furthermore, as
2 the damages suffered by each individual member of the class may be relatively
3 small, the expenses and burden of individual litigation would make it difficult
4 or impossible for individual members of the class to redress the wrongs done to
5 them, while an important public interest will be served by addressing the matter
6 as a class action. The cost to the court system of adjudication of such
7 individualized litigation would be substantial. Individualized litigation would
8 also present the potential for inconsistent or contradictory judgments. Finally,
9 the alternative of filing a claim with the California Labor Commissioner is not
10 superior, given the lack of discovery in such proceedings, the fact that there are
11 fewer available remedies, and the losing party has the right to a trial de novo in
12 the Superior Court.

13 **FACTUAL AND LEGAL ALLEGATIONS**

14 7. During the four-year period preceding filing of this complaint, PLAINTIFF, and each
15 of the Class Members, were employed by DEFENDANT in the State of California as non-exempt,
16 hourly-paid workers. At all times referenced herein, DEFENDANT exercised control over
17 PLAINTIFF and each of the Class Members and suffered and/or permitted them to work.

18 8. PLAINTIFF was employed by DEFENDANT as a non-exempt, janitor, maintenance
19 worker and or similar title during the relevant time period, until the separation of her employment,
20 in or about December 2020. PLAINTIFF worked for DEFENDANT performing janitorial and
21 disinfecting duties at the Ontario International Airport in Ontario, California.

22 9. PLAINTIFF was scheduled to work shifts of at least eight (8) hours per day, five (5)
23 days per week.

24 10. PLAINTIFF does not possess records of her hours worked, pay, or pay periods.
25 DEFENDANT did not provide PLAINTIFF with accurate itemized wage statements at any time
26 during her employment with DEFENDANT.

27 11. DEFENDANT failed to compensate PLAINTIFF for all hours worked, resulting in
28 the underpayment of minimum and overtime wages owed PLAINTIFF. DEFENDANT

1 implemented an auto-deduction policy and practice for meal periods and time rounding policies
2 pertaining to shift start and end times and meal periods. Specifically, PLAINTIFF alleges that
3 DEFENDANT implemented a policy and practice of time-rounding that, as applied, systematically
4 deprived PLAINTIFF of compensable time because the time-rounding system, more often than not,
5 if not always, resulted in understating actual compensable work time. DEFENDANT adjusted
6 PLAINTIFF's time entries and or PLAINTIFF's supervisor would record only the scheduled
7 beginning and end times of PLAINTIFF's shifts rather than the actual times PLAINTIFF began and
8 stopped working, resulting in PLAINTIFF consistently performing off-the-clock work.
9 DEFENDANT would also automatically deduct thirty minutes per shift for a meal period, regardless
10 of whether PLAINTIFF received a thirty-minute off-duty meal period, resulting in significant daily
11 off-the-clock work and the underpayment of minimum and overtime wages owed to PLAINTIFF.

12 12. Throughout her employment with DEFENDANT, DEFENDANT clocked
13 PLAINTIFF out for/deducted thirty minutes per shift for a meal period, when PLAINTIFF was not
14 relieved of all duties or employer control.

15 13. PLAINTIFF worked at least eight (8) hours per day each day PLAINTIFF worked
16 for DEFENDANT. PLAINTIFF was not provided a thirty-minute off-duty meal period before the
17 end of the fifth hour of work due to having to complete work tasks/meet work deadlines and or
18 pressure from supervisors to finish tasks within time frames designated by DEFENDANT that
19 prohibited the timely taking of off-duty, uninterrupted, thirty-minute meal periods. DEFENDANT
20 implemented policies that failed to relieve PLAINTIFF of all duties or employer control during meal
21 periods. For example, DEFENDANT required PLAINTIFF to always remain tethered to the
22 worksite premises/immediate work area during her shifts, including during any meal periods, and
23 PLAINTIFF was not always permitted a full thirty-minute meal period. Regardless of whether a
24 thirty-minute, off-duty meal period was provided, DEFENDANT deducted thirty minutes per
25 workday, resulting in off-the-clock work and the underpayment of minimum and overtime wages
26 owed to PLAINTIFF.

27 14. Based on information and belief, DEFENDANT rounded the start and end times of
28 employee meal periods and start and end time of employee shifts resulting in PLAINTIFF not being

1 paid for all time worked. PLAINTIFF is further informed and believes and thereon alleges that
2 DEFENDANT had actual or constructive knowledge that its time-rounding and auto-deduction
3 policies and practices resulted in the denial of lawful meal periods to PLAINTIFF and the
4 underpayment of wages owed PLAINTIFF, in violation of California's minimum wage and meal
5 period laws. DEFENDANT never paid PLAINTIFF an additional hour of wages at her regular rate
6 of pay for each workday a proper meal period was not provided.

7 15. Because PLAINTIFF's time and payroll records are in the sole possession of
8 DEFENDANT, PLAINTIFF alleges on information and belief, that DEFENDANT clocked
9 PLAINTIFF out for a meal period every day she worked for DEFENDANT, but failed to relieve her
10 of all duties or employer control, including but not limited to, on the following dates for which
11 PLAINTIFF worked a shift that would qualify her for at least one meal period: December 18, 2020,
12 December 21, 2020, December 22, 2020, December 23, 2020, and December 24, 2020.

13 16. DEFENDANT did not advise PLAINTIFF that meal periods should be free of all
14 duties and employer control.

15 17. DEFENDANT did not authorize or permit PLAINTIFF to take rest periods.
16 DEFENDANT did not advise PLAINTIFF when rest periods should be taken, how long rest periods
17 should be, how many rest periods she should receive in a given shift, nor that rest periods should be
18 free of all duties and employer control.

19 18. PLAINTIFF did not receive compliant, timely ten-minute rest periods every four (4)
20 hours worked or major fraction thereof. Any purported rest periods would be interrupted, cut short,
21 on duty, and or late due to the nature and constraints of her job duties and or commentary from
22 DEFENDANT pressuring PLAINTIFF to skip breaks completely/take non-compliant breaks.
23 PLAINTIFF was pressured to complete jobs according to a designated schedule such that rest
24 periods were only taken once jobs were completed/as time permitted. DEFENDANT implemented
25 policies and practices that failed to relieve PLAINTIFF of all duties and employer control during
26 rest periods. For example, DEFENDANT required PLAINTIFF to always remain tethered to the
27 worksite premises/immediate work area during her shifts, including during any rest periods.
28 DEFENDANT had no policy in place nor instruction as to the taking or timing of rest periods.

1 DEFENDANT never paid PLAINTIFF a rest period premium for any missed/improper rest period.

2 19. Because PLAINTIFF's time and payroll records are in the sole possession of
3 DEFENDANT, PLAINTIFF alleges on information and belief, that DEFENDANT failed to relieve
4 her of all duties or authorize and permit PLAINTIFF to take rest periods, including but not limited
5 to on the following dates for which PLAINTIFF worked a shift that would qualify her for at least
6 one rest period: December 18, 2020, December 21, 2020, December 22, 2020, December 23, 2020,
7 and December 24, 2020.

8 20. DEFENDANT failed to furnish PLAINTIFF with complete and accurate wage
9 statements in compliance with Labor Code section 226. DEFENDANT's wage statements do not
10 accurately reflect, the total gross and net wages earned, including, all earned minimum and overtime
11 wages and do not accurately reflect all applicable hourly rates in effect during the pay period and
12 the corresponding number of hours worked at each hourly rate. Due to DEFENDANT's unlawful
13 automatic deduction, rounding, payment according to scheduled hours and unlawful meal period
14 policies described herein, DEFENDANT's wage statements fail to reflect the true total hours
15 worked by PLAINTIFF per pay period, a requirement of Labor Code section 226.

16 21. DEFENDANT required PLAINTIFF to incur parking expenses as a direct
17 consequence of the performance of her job duties. DEFENDANT required PLAINTIFF to park her
18 vehicle at the Ontario International Airport each day she worked for DEFENDANT without
19 reimbursing PLAINTIFF in full for the parking expenses she incurred in connection therewith.
20 Based on information and belief, PLAINTIFF was required to incur without any reimbursement
21 from DEFENDANT data plan charges in connection with DEFENDANT requiring PLAINTIFF to
22 use her personal cellphone/other personal mobile communication device in the performance of her
23 job duties, including but not limited to, for communicating with her supervisors regarding
24 scheduling/work tasks. Based on further information and belief, PLAINTIFF was also required to
25 incur expenses in connection with purchasing and or maintaining the uniform and or work clothing
26 DEFENDANT required PLAINTIFF to wear without receiving any reimbursement from
27 DEFENDANT for these expenses PLAINTIFF incurred as a direct consequence of the performance
28 of her job duties.

22. PLAINTIFF was improperly required to pay for business expenses that are supposed to be the responsibility of the employer, as described above. While DEFENDANT purported to compensate for parking expenses and or uniform/work clothing-related expenses, the amount offered fell far below what PLAINTIFF was required to pay out of pocket/the actual expenses PLAINTIFF incurred. DEFENDANT's failure to provide PLAINTIFF with full reimbursement for all reasonable expenses associated with carrying out her duties required PLAINTIFF to subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

23. Upon separation of employment, DEFENDANT failed to timely furnish PLAINTIFF her final paycheck containing all earned and unpaid wages, including but not limited to, all earned and unpaid minimum wages, all earned and unpaid overtime wages, and any and all accrued paid time off.

24. PLAINTIFF is informed and believes and allege thereon that DEFENDANT engaged in these same herein described unlawful practices with regard to all of the Class Members, and that DEFENDANT applied these same herein described unlawful practices to all of its employees that it applied to PLAINTIFF.

FIRST CAUSE OF ACTION

**Recovery of Unpaid Minimum Wages and Liquidated Damages
(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, inclusive)**

25. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

26. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage Commission (“IWC”) Wage Orders, an employer must pay its employees for all hours worked, up to forty per week or eight (8) per day, at a regular time rate no less than the mandated minimum wage. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

27. DEFENDANT violated California's minimum wage laws by failing to compensate PLAINTIFF and the Class Members for all hours worked by virtue of, among other things, DEFENDANT's auto-deduction policy and practice for meal periods, payment of wages based on scheduled hours and not actual hours worked, and rounded time entries.

28. DEFENDANT had and continues to have a continuous policy of failing to pay

1 PLAINTIFF and Class Members for all hours worked.

2 29. DEFENDANTS had and continue to have a continuous policy of clocking out
3 PLAINTIFF and Class Members/requiring PLAINTIFF and Class Members to clock out for 30
4 minutes for a meal period, even though PLAINTIFF and Class Members were not relieved of all
5 duties and employer control during said meal periods, rendering the unpaid time compensable under
6 California law.

7 30. DEFENDANT had and continues to have a continuous policy of rounding the Class
8 Members time punches, including meal period time punches. On information and belief, this policy
9 favored DEFENDANT more often than not, resulting in significant uncompensated time worked by
10 the Class Members.

11 31. DEFENDANT had and continue to have a continuous policy of paying PLAINTIFF
12 and Class Members for scheduled hours, rather than actual time worked.

13 32. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFF and the Class
14 Members are entitled to recover all unpaid minimum time wages and liquidated damages thereon,
15 plus attorney's fees and costs, in an amount to be proved at trial.

16 **SECOND CAUSE OF ACTION**

17 **Recovery of Unpaid Overtime Wages**
18 **(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, inclusive)**

19 33. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

20 34. Employees in California must be paid overtime, equal to one and one-half times the
21 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
22 twelve hours in any workday, and for the first eight (8) hours worked on the seventh consecutive
23 day of work in a workweek, and they must be paid double the regular rate of pay for all hours worked
24 in excess of twelve hours in any workday and for all hours worked in excess of eight (8) on the
seventh consecutive day of work in a workweek, unless they are exempt.

25 35. PLAINTIFF and the Class Members worked overtime hours for which they were not
26 compensated by DEFENDANT by virtue of DEFENDANT's auto-deduction and time-
27 rounding/time-shaving policies and other mandated off-the-clock work policies and practices
28 described above.

1 36. DEFENDANT's conduct described above is in violation of California Labor Code
2 sections 510 and 1194 and all applicable Industrial Wage Commission Wage Orders.

3 37. PLAINTIFF and the Class Members are entitled to recover all unpaid overtime
4 wages, plus attorney's fees and costs, in an amount to be proved.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
7 **(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, inclusive)**

8 38. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

9 39. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders,
10 DEFENDANT was required to provide PLAINTIFF and the Class Members with one thirty-minute
11 meal period free from all duties and employer control for all shifts longer than five (5) hours, and a
12 second thirty-minute meal period free from all duties for all shifts longer than ten hours. Meal
13 periods can be waived, but only under the following circumstances: (1) if an employee's total work
14 period in a day is over five (5) hours but no more than six (6) hours, the required meal period may
15 be waived by mutual consent of the employer and employee, and (2) if an employee's total work
16 period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal
17 period may be waived by mutual consent of the employer and employee, but only if the first meal
18 period was not waived. Employers covered by the Wage Orders have an obligation to both (1)
19 relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to
20 record having done so. If the employer fails to properly record a valid meal period, it is presumed
21 no meal period was provided.

22 40. PLAINTIFF and the Class Members were consistently unable to take timely, off
23 duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods and/or
24 work through part or all of their meal periods due to the nature and constraints of their job duties
25 and or commentary from DEFENDANT pressuring them to take non-compliant breaks or skip
26 breaks completely.

27 41. DEFENDANT had and continues to have a continuous policy of clocking out
28 PLAINTIFF and Class Members/requiring PLAINTIFF and the Class Members clock out for at
least thirty minutes for a meal period, even though PLAINTIFF and Class Members were not

1 relieved of all duties and employer control during said meal periods, rendering the unpaid time
2 compensable under California law.

3 42. Based on information and belief, DEFENDANT rounded the start and end times of
4 employee meal periods resulting in PLAINTIFF and the Class Members receiving late or shortened
5 meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

6 43. PLAINTIFF is further informed and believes and thereon alleges that DEFENDANT
7 had actual or constructive knowledge that its time-rounding and auto-deduction policies and
8 practices resulted in the denial of meal periods to PLAINTIFF, in violation of California's meal
9 period laws.

10 44. DEFENDANT did not pay PLAINTIFF and the Class Members an additional hour
11 of wages at their regular rate(s) of pay for each workday a proper meal period was not provided.
12 Based on information and belief, DEFENDANT never paid a single meal period premium to
13 PLAINTIFF or the Class Members or DEFENDANT failed to pay proper premiums for failure to
14 incorporate all non-discretionary remuneration, including but not limited to, shift differential pay
15 and or non-discretionary bonus pay into the regular rate for purposes of calculating the owed meal
16 period premiums.

17 45. DEFENDANT failed to provide PLAINTIFF and the Class Members with all
18 required meal periods, or with proper compensation in lieu thereof. As a result, under Labor Code
19 section 226.7, PLAINTIFF and the Class Members are entitled to one additional hour's pay at the
20 proper premium pay rate for each day a meal period was missed, late or interrupted, all in an amount
21 to be proved at trial.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Provide Rest Periods or Compensation in Lieu Thereof (Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, inclusive)**

24 46. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

25 47. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
26 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
27 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
28 "insofar as practicable." The rest period requirement obligates employers to permit and authorize

1 employees to take off-duty rest periods, meaning employers must relieve employees of all duties
2 and relinquish control over how employees spend their time. *Augustus v. ABM Security Services,*
3 *Inc.*, (2016) 5 Cal.5th 257. If the employer fails to provide any required rest period, the employer
4 must pay the employee one hour of pay at the employee's regular rate of compensation for each
5 workday the employer did not provide at least one legally required rest period, pursuant to Labor
6 Code section 226.7.

7 48. PLAINTIFF and the Class Members did not receive compliant, timely ten-minute
8 rest periods every four (4) hours worked or major fraction thereof. Any purported rest periods would
9 be interrupted, cut short, on duty, and or late due to the nature and constraints of their job duties and
10 or commentary from DEFENDANT pressuring them to skip breaks completely/take non-compliant
11 breaks. PLAINTIFF and the Class Members were pressured to complete their work tasks according
12 to a schedule designated by DEFENDANT that prohibited the taking of compliant rest periods; rest
13 periods were only taken once jobs were completed/as time permitted.

14 49. DEFENDANT implemented policies and practices that failed to relieve PLAINTIFF
15 and the Class Members of all duties and employer control during rest periods. For example,
16 DEFENDANT required PLAINTIFF and the Class Members to always remain tethered to the
17 worksite premises/their immediate work areas and or work communication devices during their
18 shifts, including during any rest periods, in violation of California law. DEFENDANT had no policy
19 in place nor instruction as to the taking or timing of rest periods. PLAINTIFF and the Class Members
20 were never paid a rest period premium for any missed or improper rest period.

21 50. DEFENDANT is therefore liable to PLAINTIFF and the Class Members for one
22 hour of additional pay at the regular rate of compensation for each workday that a require rest
23 periods was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
24 Order, plus pre-judgment interest.

25 **FIFTH CAUSE OF ACTION**

26 **Failure to Furnish Accurate Itemized Wage Statements** 27 **(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, inclusive)**

28 51. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

1 52. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFF and the Class
2 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
3 wage statement accurately stating the following:

4 (1) gross wages earned, (2) total hours worked by the employee,
5 except for any employee whose compensation is solely based on a
6 salary and who is exempt from payment of overtime under
7 subdivision (a) of Section 515 or any applicable order of the Industrial
8 Welfare Commission, (3) the number of piece-rate units earned and
9 any applicable piece rate if the employee is paid on a piece-rate basis,
10 (4) all deductions, provided that all deductions made on written orders
11 of the employee may be aggregated and shown as one item, (5) net
12 wages earned, (6) the inclusive dates of the period for which the
13 employee is paid, (7) the name of the employee and her or her social
14 security number, except that by January 1, 2008, only the last four
15 digits of her or her social security number or an employee
16 identification number other than a social security number may be
17 shown on the itemized statement, (8) the name and address of the
18 legal entity that is the employer, and (9) all applicable hourly rates in
19 effect during the pay period and the corresponding number of hours
20 worked at each hourly rate by the employee.

21 53. During the relevant period, DEFENDANT also failed to provide PLAINTIFF
22 and the Class Members with accurate wage statements that complied with Labor Code section 226.
23 Wage statements provided by DEFENDANT do not accurately reflect, *inter-alia*, the total hours
24 worked for the pay period. Wage statements provided by DEFENDANT failed to indicate the “total
25 hours worked” by the Class Members by virtue of DEFENDANT’s automatic deduction for on-
26 duty/shortened/interrupted meal periods and time-rounding practices and payment according to
27 scheduled hours instead of actual hours worked as described herein. As a result, the wage statements
28 provided to the Class Members were not accurate and do not include all of the statutorily required
information, such as, but not limited to, the total hours worked. Accordingly, DEFENDANT
violated Labor Code section 226.

54. DEFENDANT’s knowingly and intentionally failed to provide PLAINTIFF and the
Class Members with proper, itemized wage statements as any wage statements provided by
DEFENDANT do not accurately reflect, *inter-alia*, the total hours worked per pay period.

55. As a result of DEFENDANT’s unlawful conduct, PLAINTIFF and the Class

1 Members have suffered injury. The absence of accurate information on their wage statements has
2 prevented earlier challenges to DEFENDANT's unlawful pay practices, will require discovery and
3 mathematical computations to determine the amount of wages owed, and will cause difficulty and
4 expense in attempting to reconstruct time and pay records. DEFENDANT's conduct led to the
5 submission of inaccurate information about wages and amounts deducted from wages to state and
6 federal government agencies. As a result, PLAINTIFF and the Class Members are required to
7 participate in this lawsuit and create more difficulty and expense for PLAINTIFF and the Class
8 Members from having to reconstruct time and pay records than if DEFENDANT had complied with
9 its legal obligations.

10 56. Pursuant to California Labor Code section 226(e), PLAINTIFF and the Class
11 Members are entitled to recover fifty dollars per employee for the initial pay period in which a
12 Section 226 violation occurred and one hundred dollars per employee per violation for each
13 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per employee.

14 57. Pursuant to California Labor Code section 226(h), PLAINTIFF and the Class
15 Members are entitled to bring an action for injunctive relief to ensure DEFENDANT's compliance
16 with California Labor Code section 226(a). Injunctive relief is warranted because DEFENDANT
17 continues to provide currently employed Class Members with inaccurate wage statements or no
18 wage statements at all in violation of California Labor Code section 226(a). Currently employed
19 Class Members have no adequate legal remedy for the continuing injuries that will be suffered as a
20 result of DEFENDANT's ongoing unlawful conduct. Injunctive relief is the only remedy available
21 for ensuring DEFENDANT's compliance with California Labor Code section 226(a).

22 58. Pursuant to California Labor Code sections 226(e) and 226(h), PLAINTIFF and the
23 Class Members are entitled to recover the full amount of penalties due under Section 226(e),
24 reasonable attorneys' fees, and costs of suit.

25 **SIXTH CAUSE OF ACTION**
26 **Failure to Timely Pay All Wages Due Upon Separation of Employment**
27 **(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, inclusive)**

28 59. PLAINTIFF incorporates all preceding paragraphs as if fully set forth herein.

1 California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges
2 an employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately.”

4 60. California Labor Code section 202(a) provides, in relevant part, that “[i]f an
5 employee not having a written contract for a definite period quits his or her employment, his or her
6 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
7 given 72 hours previous notice of her or her intention to quit, in which case the employee is entitled
8 to her or her wages at the time of quitting.”

9 61. DEFENDANT failed to timely pay PLAINTIFF and the Class Members all wages
10 that were due and owing upon termination or resignation, as described herein. Upon separation of
11 employment, DEFENDANT failed to timely furnish PLAINTIFF and the Class Members with their
12 final paychecks containing all earned and unpaid minimum wages, overtime wages, vacation pay,
13 and all accrued paid time off at the properly accrued rates. Based on information and belief, the final
14 paychecks were not provided upon separation of employment within the time limits prescribed by
15 California law and any final paychecks provided were devoid of all earned and unpaid wages,
16 including but not limited to, all earned and unpaid minimum wages, overtime wages, vacation pay,
17 and all accrued paid time off at the properly accrued rates.

18 62. Under Labor Code section 203, PLAINTIFF and the Class Members who no longer
19 are employed with DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’
20 pay, plus attorney’s fees and costs, in an amount to be proved at trial.

21 **SEVENTH CAUSE OF ACTION**
22 **Failure to Reimburse Business Expenses**
23 **(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, Inclusive)**

24 63. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

25 64. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
26 were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by
27 their employer and/or carrying out the duties assigned by their employers.

28 65. Among other things, under California law, when employees must use their personal

1 cellphones for work-related purposes, the employer must reimburse them for a reasonable
2 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
3 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
4 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
5 Id. 1144-1145.

6 66. PLAINTIFF and the Class Members were improperly required to pay for business
7 expenses that are legally the responsibility of the employer, including but not limited to, being
8 required to pay for parking their vehicles on the job, data plan charges incurred because of being
9 required to use their personal cellphones/other personal mobile communication devices in the
10 performance of their job duties, such as but not limited to, for communicating with management
11 about work scheduling/tasks, and/or expenses associated with the purchase and or maintenance of
12 work uniforms/work clothing DEFENDANT required the Class Members to wear.

13 67. DEFENDANT purported to compensate for these vehicle-related, cellphone/mobile
14 device/data plan charges and or uniform/work clothing-related expenses, but any amount offered
15 fell far the amount paid out of pocket and or expenses incurred by the Class Members.

16 68. DEFENDANT's failure to provide PLAINTIFF and the Class Members with full
17 reimbursement for all reasonable expenses associated with carrying out their duties required that
18 PLAINTIFF and the Class Members subsidize and/or carry the burden of business expenses in
19 violation of Labor Code section 2802.

20 69. As a result of DEFENDANT's unlawful conduct, PLAINTIFF and the Class
21 Members have suffered injury in that they were not completely reimbursed as mandated by
22 California law.

23 70. Pursuant to California Labor Code section 2802, PLAINTIFF and the Class Members
24 are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
25 attorneys' fees, and costs of suit.

26 **EIGHTH CAUSE OF ACTION**
27 **Unfair Competition**
28 **(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, Inclusive)**

71. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

1 72. The unlawful conduct of DEFENDANT alleged herein constitutes unfair
2 competition within the meaning of California Business and Professions Code section 17200. This
3 unfair conduct includes all unlawful conduct alleged herein, including but not limited to:
4 DEFENDANT's failure to pay minimum and overtime wages by virtue of its illegal policies and
5 practices; DEFENDANT's failure to authorize or permit, or provide, all required meal and rest
6 periods or pay proper premiums in lieu thereof; DEFENDANT's failure to furnish complete and
7 accurate itemized wage statements; DEFENDANT's failure to provide paid sick leave at the
8 properly accrued rates; DEFENDANT's failure to reimburse business expenses; and
9 DEFENDANT's failure to timely pay all wages due during and upon separation of employment.

10 73. Due to DEFENDANT's unfair and unlawful business practices in violation of the
11 California Labor Code, DEFENDANT has gained a competitive advantage over other comparable
12 companies doing business in the State of California that comply with their obligations to authorize
13 or permit rest and meal periods or pay proper meal and rest period premiums in lieu thereof, to
14 provide proper notice and properly accrue and pay sick time benefits, to provide complete and
15 accurate itemized wage statements, to reimburse employees for all business expenses, to pay all
16 owed minimum and overtime wages, and to pay all wages due during and upon separation of
17 employment of their employees.

18 74. As a result of DEFENDANT's unfair competition as alleged herein, PLAINTIFF
19 and the Class Members have suffered injury in fact and lost money or property, as described in more
20 detail above. Pursuant to California Business and Professions Code section 17200, et seq.,
21 PLAINTIFF and Class Members are entitled to restitution of all wages and other monies rightfully
22 belonging to them that DEFENDANT failed to pay and wrongfully retained by means of its unlawful
23 and unfair business practices.

24 75. PLAINTIFF also seeks an injunction against DEFENDANT on behalf of the Class
25 Members, enjoining DEFENDANT and any and all persons acting in concert with it from engaging
26 in each of the unlawful practices and policies set forth herein.

NINTH CAUSE OF ACTION
Violation of the Private Attorneys General Act of 2004
(Against Defendant DIVERSE FACILITY SOLUTIONS, INC. and DOES 1-100, Inclusive)

76. PLAINTIFF incorporates all preceding paragraphs as if full alleged herein.

77. PLAINTIFF brings this cause of action under the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, (“PAGA”), as a representative action on behalf of the State of California and Aggrieved Employees (defined below), regarding violations of the Labor Code as to all similarly aggrieved individuals employed by DEFENDANT in the State of California as a non-exempt employee. This cause of action is brought solely pursuant to PAGA and seeks no relief beyond that available under PAGA.

78. Under Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations within 65 days of the date of PLAINTIFF’s written notice. PLAINTIFF has complied with the administrative exhaustion procedures for bringing suit specified in Labor Code sections 2699.3 and 2699.5. PLAINTIFF gave timely written notice by certified mail to DEFENDANT of the violation of various provisions of the California Labor Code as alleged in this complaint and filed notice of the violations online with the Labor and Workforce Development Agency (“LWDA”). PLAINTIFF filed her notice with the LWDA on September 28, 2021 and served DEFENDANT via certified mail. The LWDA assigned PLAINTIFF the following case number: LWDA-CM-846278-21.

79. The LWDA did not provide notice of its intention to investigate PLAINTIFF’s claims on behalf of the State of California and the Aggrieved Employees after expiration of the 65-day waiting time period, or at any time. DEFENDANT also failed to cure within the time allotted by PAGA. Consequently, PLAINTIFF has exhausted all administrative remedies and PLAINTIFF’s right to file the instant lawsuit then duly accrued.

80. PLAINTIFF is an “aggrieved employee” as that term is defined under the Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANT during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of herself, the State of California, and all

1 Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorneys' fees and
2 costs.

3 81. PLAINTIFF has standing to bring a PAGA action on behalf of the defined
4 Aggrieved Employees, as she was employed by DEFENDANT and affected by one or more of
5 the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th
6 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by
7 the employer – regardless of whether PLAINTIFF experienced all violations personally. *Id.* at 760-
8 761.

9 82. PLAINTIFF brings this action on behalf of PLAINTIFF and all similarly aggrieved
10 employees. The “Aggrieved Employees” shall be defined as follows: “all non-exempt workers
11 employed by DEFENDANT in California at any time from one year and sixty-five days prior to the
12 filing of the initial complaint through the present.”

13 83. From one year prior to PLAINTIFF's filing of the required PAGA notice with the
14 LWDA, and continuing through the present, as alleged herein, DEFENDANT violated the California
15 Labor Code sections discussed above. DEFENDANT further failed to maintain records as required
16 by Labor Code section 1174 and the applicable IWC Wage Order. DEFENDANT failed to maintain
17 accurate records of the start and end times of Aggrieved Employees' workdays and failed to record
18 the true start and end times of Aggrieved Employees' meal periods. Moreover, by virtue of its
19 violations with respect to meal period, rest period, recordkeeping provisions and minimum and
20 overtime wage laws described herein, DEFENDANT further violated Labor Code sections 1198 and
21 1199, which together make unlawful any employment of any employee under conditions of labor
22 prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision
23 within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or
24 ruling of the commission. Labor Code section 204 imposes timing requirements on the payment of
25 wages, mandating that all earned wages be paid to employees twice during each calendar month,
26 within the specific time frames/number of days designated under Labor Code section 204.
27 DEFENDANT violated Labor Code section 204 by, including but not limited to, failing to pay
28 Aggrieved Employees twice during each calendar month; on information and belief, DEFENDANT

1 systemically failed and fails to issue paychecks twice during each calendar month to Aggrieved
2 Employees, in violation of Labor Code section 204. DEFENDANT also violated Labor Code section
3 216, which declares unlawful an employer's refusal to pay wages due and payable and/or denial of
4 the validity of any claim to wages due by failing to pay Aggrieved Employees for all hours worked
5 at the proper wage rate and by failing to pay Aggrieved Employees an additional hour of pay for
6 each meal/rest period not provided/that was invalid. In violation of California Labor Code section
7 223, DEFENDANT also willfully and systematically denied PLAINTIFF and the other Aggrieved
8 Employees minimum and overtime wage compensation for all hours worked which resulted in the
9 payment of less than statutorily required wages to them.

10 84. **Background Check Violations/Unlawful Agreements:** The Labor Code places
11 certain procedural and substantive limits on employers' ability to conduct employee background
12 checks and on how employers can use the information they obtain through those background checks.
13 Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit
14 check only if the individual works (or is applying to work) in certain positions (e.g., managerial
15 positions, financially-related positions, and certain government positions); Labor Code section
16 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in
17 conviction(s) and even then, certain limitations apply. The California Fair Chance Act (part of the
18 California Fair Employment and Housing Act "FEHA") prohibits employers from asking
19 about/requiring the disclosure of criminal conviction history prior to extending a conditional offer
20 of employment. Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA
21 Civil Code section 1786, et seq.) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681,
22 et seq.) mandate several requirements prior to and following an employee background check,
23 including but not limited to, identifying an appropriate reason for the background check, a separate
24 consent form with required disclosures and certain formatting requirements, additional forms such
25 as a summary of rights, as well as proper notice of adverse actions taken, among other statutory
26 requirements. Based on information and belief, DEFENDANT required PLAINTIFF and the
27 Aggrieved Employees to submit to an unlawful criminal and/or financial background check as a
28 condition of obtaining and/or holding employment in violation of Labor Code sections 1024.5,

1 432.7, and or 432.5. Based on information and belief, DEFENDANT also required PLAINTIFF
2 and the Aggrieved Employees to agree in writing to unlawful background checks not in
3 conformance with the requirements of ICRAA and/or FCRA. Based on information and belief,
4 DEFENDANT knew that requiring Aggrieved Employees to agree in writing to these criminal
5 and/or financial background checks as a condition of obtaining and/or holding employment was
6 unlawful. Based on information and belief, DEFENDANT required PLAINTIFF and the Aggrieved
7 Employees to agree in writing to the provision of ongoing consent throughout the duration of
8 employment for background checks not in conformance with the requirements of CA Civil Code
9 section 1786, et seq. and or 15 U.S.C. section 1681, et seq., and or other applicable law and thus
10 required PLAINTIFF and the Aggrieved Employees to agree to unlawful background checks as a
11 condition of obtaining and maintaining employment, in violation of Labor Code section 432.5
12 (stating that “no employer ... shall require an employee or applicant for employment to agree in
13 writing, to any term or condition which is known by such employer ... to be prohibited by law.”).
14 Based on further information and belief, DEFENDANT asked impermissible criminal history
15 questions on its employment application and or otherwise required Aggrieved Employees to disclose
16 criminal conviction history prior to extending a conditional offer of employment in violation of the
17 FEHA and required Aggrieved Employees to sign off on/agree in writing to the provision of the
18 unlawful disclosures as a condition of employment, in violation of including but not limited to,
19 Labor Code section 432.5 and Labor Code section 432.7. Additionally, based on information and
20 belief, DEFENDANT violated Labor Code section 432.5 by requiring Aggrieved Employees to
21 agree in writing to other unlawful agreements, including but not limited to, unlawful waiver of
22 PAGA and or representative actions as a condition of employment. These violations subject
23 DEFENDANT to civil penalties under the Labor Code, including without limitation Labor Code
24 sections 432.5, 432.7 and 2699. Each violation of each Labor Code section and Wage Order
25 provision, for each aggrieved employee, results in a separate civil penalty.

26 **85. Sick Leave Violations:** DEFENDANT violated California’s paid sick leave laws
27 including, Labor Code sections 245-248.5; DEFENDANT failed to provide proper sick leave to
28 Aggrieved Employees, due to, including but not limited to, DEFENDANT’s failure to account for

1 the actual hours worked (by virtue of the auto-deduction and time rounding policies and failure to
2 pay for all hours worked, as described herein) and or failure to incorporate all forms of non-
3 discretionary remuneration, including but not limited to, shift differential pay/multiple regular pay
4 rates and or non-discretionary bonuses, into the sick pay calculation. DEFENDANT further failed
5 to put the Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
6 entitlement to sick leave in a Labor Code section 2810.5 notice. DEFENDANT failed to maintain
7 accurate records documenting the hours worked and paid sick days accrued and used by the
8 Aggrieved Employees, in violation of Labor Code section 247.5. DEFENDANT failed to provide
9 notice of the accrued sick leave amount or balance left for the Aggrieved Employees by failing to
10 provide Aggrieved Employees with a wage statement or separate writing showing the balance of
11 accrued or available sick leave, or paid time off leave provided in lieu of sick leave, on their
12 designated pay dates with the their payment of wages, as required under Labor Code section 246,
13 and thus affected Aggrieved Employees’ intelligent exercise of their paid sick leave. But for this
14 failure, Aggrieved Employees who are no longer employed with DEFENDANT would have used
15 their paid sick leave at least prior to their respective separations, or on several occasions after
16 receiving notice of the available sick leave.

17 86. Under the provisions of PAGA and the following Labor Code sections, 201-203,
18 210, 216, 218.5, 221-223, 226, 226.7, 233, 234, 245-248.5, 256, 432.5, 432.7, 510, 512, 558, 558.1,
19 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2810.5, and all relevant sections of the
20 applicable Wage Orders, as well as all interpretations of these laws by California Courts and
21 administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANT
22 is liable for all statutorily-specified penalties recoverable under PAGA as enumerated in the relevant
23 California Labor Code provisions listed herein, or for default PAGA penalties under Labor Code
24 section 2699(f) for any violation of a Labor Code section without a specified civil penalty. Pursuant
25 to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to
26 recover civil penalties, costs, plus reasonable attorney’s fees and costs, all in an amount to be proved.
27
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for relief and judgment on behalf of herself, the Class
3 Members, the Aggrieved Employees and the State of California, as follows:

- 4 1. Certification of the above-described Class as a class action, pursuant to Code of Civil
5 Procedure section 382;
- 6 2. Certification of the above-described Class as a representative class under Business and
7 Professions Code section 17200, et seq.;
- 8 3. Provision of Class Notice to all non-exempt employees who worked for DEFENDANT
9 in California during the Class Period;
- 10 4. A declaratory judgment that DEFENDANT has knowingly and intentionally violated
11 the Business and Professions Code sections 17200-17208, by the conduct set forth
12 above;
- 13 5. A declaratory judgment that DEFENDANT's violations as described above were
14 willful;
- 15 6. An equitable accounting to identify, locate, and restore to all Class Members the wages
16 that are due;
- 17 7. An award to Plaintiff and the Class Members of damages in the amount of unpaid
18 minimum wages and overtime wages, including interest thereon, subject to proof at
19 trial;
- 20 8. An award to Plaintiff and the Class Members of damages in the amount of unpaid meal
21 and rest period premiums, pursuant to Labor Code section 226.7;
- 22 9. An award to Plaintiff and the Class Members of statutory penalties because of
23 DEFENDANT's failure to provide Plaintiff and the Class Members with itemized
24 wage statements that comply with the requirements of Labor Code section 226;
- 25 10. An award of payments due to them as waiting time penalties as to those Class
26 Members who are no longer employed by DEFENDANT, pursuant to Labor Code
27 section 203;
- 28 11. An award of damages to Plaintiff and Class Members for DEFENDANT's failure to

1 reimburse business expenses pursuant to Labor Code section 2802;

2 12. An award to Plaintiff and the Class Members of reasonable attorneys' fees and costs,
3 pursuant to Code of Civil Procedure section 1021.5 and Labor Code sections 203,
4 218.5, 226, 512, 1194, and/or other applicable law;

5 13. For civil penalties according to proof, including PAGA penalties;

6 14. An award to Plaintiff and the Class Members and the Aggrieved Employees of such
7 other and further relief as this Court deems just and proper.
8

9 Dated: December 7, 2021

CROSNER LEGAL, PC

10
11 By: 

12 Michael R. Crosner, Esq.
13 Zachary M. Crosner, Esq.
14 Blake R. Jones, Esq.

15 Attorneys for PLAINTIFF,
16 ROMUALDA RAZO
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF demands a trial by jury on all claims so triable.

3
4 Dated: December 7, 2021

CROSNER LEGAL, PC

5
6 By: 

7 Michael R. Crosner, Esq.
8 Zachary M. Crosner, Esq.
9 Blake R. Jones, Esq.
Attorneys for PLAINTIFF,
ROMUALDA RAZO