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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

LILIANA SANDOVAL, ,ELIZETH MONTES SOTO, and FLOR ESTRELLITA ARRELLANO PETLACALCO, on behalf of the State of California andthemselves and aggrieved employees, *Plaintiffs,* v. LAMPS PLUS, INC.; PACIFIC COAST LIGHTING, INC; LAMPS PLUS/CENETENNIAL, INC.; and DOES 1 through 100, inclusive, Defendants.	Case No. 22CV014052 **FIRST AMENDED COMPLAINT FOR PENALTIES PURSUANT TO SECTIONS 2699(a) and (f) OF THE CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT** **DEMAND FOR JURY**

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Plaintiff Liliana Sandoval ("Plaintiff Sandoval"), Elizeth Montes Soto ("Plaintiff Soto") and Flor Estrellita Arellano Petlacalco ("Plaintiff Petlacalco" collectively "Plaintiffs"), by their attorneys, alleges upon information and belief, except for her own acts, which are alleged on knowledge, as follows:

INTRODUCTION

1. Plaintiffs brings this Labor Code Private Attorneys General Act ("PAGA") enforcement action on behalf of the State of California against Defendant Lamps Plus, Inc., Defendant Pacific Coast Lighting, Inc., and Defendant Lamps Plus/Centennial, Inc (collectively "Defendants").

2. Defendants are the largest lighting retailer in the United States.

3. Defendants have maintained and continues to maintain unlawful policies and practices of failing to properly compensate its current and former non-exempt hourly employees, ("Aggrieved Employees"). Throughout the relevant time period, Defendants:

(a) failed to authorize or provide compliant meal and rest periods or pay premiums for all missed or non-complaint meal and rest periods;

(b) failed to timely pay Aggrieved Employees for all hours worked;

(c) failed to pay Aggrieved Employees minimum wages;

(d) failed to pay Aggrieved Employees overtime wages;

(e) failed to provide Aggrieved Employees accurate, itemized wage statements;

(f) failed to reimburse Aggrieved Employees for all necessary business expenses;

(g) failed to timely pay Aggrieved Employees full wages owed upon termination or resignation;

(h) Failed to provide suitable seating to Aggrieved Employees; and

(i) violated Labor Code Section 6404, which prohibits an employer from maintaining a place of employment "that is not safe and healthful" because the temperature in distribution centers operated by Defendant especially during the summer months, frequently exceeded the limits for a safe and healthful workplace.

4. On behalf of the State of California, Plaintiffs seek to recover civil penalties for these violations pursuant to Sections 2699(a) and (f) of the PAGA.

JURISDICTION AND VENUE

5. Venue is proper in this County pursuant to Code of Civil Procedure §§ 395(a) and/or 395.5. Defendants conduct business, have retail locations, and employ Aggrieved Employees in this County, and as a result, the causes of action asserted arose in whole or in part in this County.

6. This Court has jurisdiction over the claims for penalties in this Complaint pursuant to the PAGA. The Court also has jurisdiction over Defendants because they are corporations authorized to do business in the State of California, and because Defendants in fact do business and employ workers in the State of California.

PARTIES

7. Plaintiffs are individuals over the age of eighteen, and at all times relevant to this Complaint are residents of the State of California.

8. Defendants are a California corporation, licensed and doing business in the State of California. Defendants may be served with process by serving its registered agent, Dennis Swanson, at 20250 Plummer St., Chatsworth, CA 91311.

FACTUAL ALLEGATIONS

9. Defendants are the largest lighting retailer in the United States. They operatores retail stores throughout the State of California, including in Alameda County. Defendants have approximately 1,500 employees across all of its locations, including hundreds of workers in California.

10. Plaintiff Sandoval is a former employee of Defendants. Plaintiff Sandoval worked for Defendants as a Sales Associate in Pasadena, California, from approximately October 2019 to April 2020 and again from approximately June 2020 to April 2022. Plaintiff Sandoval worked five to six days a week, eight hours a day, forty or more hours a week. Throughout her employment, Plaintiff Sandoval was compensated at a rate of approximately $14.00 to $16.00 an hour.

11. Plaintiff Soto was employed at Defendant's distribution center in Redlands, California from approximately August 7, 2019 through June 28, 2023.

12. Plaintiff Petlacalco was employed at Defendant's distribution center in Redlands,

California from approximately August 2021 through July 6, 2023.

13. Aggrieved Employees were similarly employed by Defendant throughout California, including in this County, and performed work materially similar to Plaintiffs. Defendants paid Aggrieved Employees, including Plaintiffs, on an hourly rate basis.[1]

14. At all relevant times, Defendants conducted business under the laws of California, as had places of business in California, including in this County, and employed Aggrieved Employees in this County. Defendants are a "person" as defined in Labor Code § 18 and Business and Professions Code § 17201. Defendants are also an "employer" as that term is used in the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders.

15. During the relevant period, Defendants failed to authorize, permit, and/or make available timely and/or compliant meal and rest breaks to Aggrieved Employees. For example, Defendants consistently failed to provide timely meal breaks, failed to provide uninterrupted rest breaks, and failed to relinquish control over Aggrieved Employees during meal and rest breaks. The 30 minute meal periods provided to Plaintiffs and other Distribution Center Employees were not duty free for 30 minutes because, after clocking out from work at the start of the meal period, it takes Distribution Center Employees several minutes to walk from their work area to the lunch area, and at the end of the meal period it takes Distribution Center Employees several minutes to walk back to the work area and wait in line before they can clock back in for work. Similarly, the 10 minute rest periods provided to Plaintiffs and other Distribution Center Employees were not duty free for 10 minutes because, at the start of their rest periods it takes Distribution Center Employees several minutes to walk from their work area to the rest area, and at the end of the rest period it takes Distribution Center Employees several minutes to walk back to the work area.

16. Defendants also failed to compensate Aggrieved Employees premium wages at the regular rate of pay for non-compliant meal and rest breaks.

17. During the relevant time period, Defendants also failed to provide Aggrieved Employees their compensation due for all hours worked, including at minimum wage and overtime wages. For

[1] Aggrieved Employees include ***current*** employees as well as former employees. For ease of discussion, however, the allegations herein are made in the past tense.

example, Defendants required and/or permitted Aggrieved Employees to perform unrecorded and/or uncompensated work before clocking in for their shifts and after clocking out for their shifts. Aggrieved Employees performed pre-shift and post-shift off-the-clock work with Defendants' knowledge and/or approval, such as assisting customers. Aggrieved Employees' pre-shift and post-shift work was unrecorded and uncompensated. For example, before clocking in for work, Distribution Center Employees spend several minutes going through security checks, retrieving protective clothing or equipment from the storage area and donning protective clothing and equipment; and after clocking out from work Distribution Center Employees spend several minutes doffing protecting clothing or equipment, returning protective clothing or equipment to the storage area, and going through security checks. Additionally, Defendant did not pay Plaintiffs and other Distribution Center Employees the correct premium rates of pay for overtime wages because Defendant did not factor all wages paid to Plaintiffs and other Distribution Center Employees into calculating the regular rate of pay used for calculating overtime rates of pay. For example, attached as Exhibit A is an earning statement for Plaintiff Soto for the pay period ending 11/13/2022 that reflects she worked 28.44 hours during the pay period for which she received her regular rate of $18.16 an hour and 10.15 hours during the pay period for which she received a shift differential rate of $22.16 an hour. Based on all her earnings for regular hours worked ($741.39 for 38.59 regular hours worked), Plaintiff Soto's regular rate of pay for the purposes of calculating overtime wages was $19.21 an hour and she should have been paid overtime at the rate of $28.82 an hour instead of a "weighted overtime" rate of $9.61 an hour (which when added to the regular rate of $18.16 only amounts to an overtime rate of $27.77.

18. Defendants also required and/or permitted Aggrieved Employees to undergo COVID-19 -related testing procedures. The time Aggrieved Employees spent for these procedures was unrecorded and uncompensated.

19. Defendants also failed to compensate Aggrieved Employees overtime wages at the regular rate of pay taking into consideration differential pay and other remuneration.

20. During the relevant time period, Defendants also failed to provide Aggrieved Employees reimbursement for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendant. For example, Aggrieved Employees

were required to wear uniforms and maintain them at their own expense.

21. During the relevant time period, Defendants also failed to provide Aggrieved Employees with accurate itemized wage statements. Aggrieved Employees received inaccurate wage statements that did not reflect total hours worked and total gross and net wages earned. Aggrieved Employees' wage statements did not accurately reflect, for example, off-the-clock hours worked, overtime wages earned at the regular rate of pay, and premium wages earned for missed, late, and non-compliant meal and rest breaks at the regular rate of pay. When Plaintiffs and other Distribution Center Employees received wages for sick pay or vacation, wage statements did not state the correct number of hours worked during the pay period because the total of hours worked stated on wage statements included the time for which sick pay or vacation wages were paid. For example, attached as Exhibit B is an earning statement for Plaintiff Petlacalco for the pay period ending 1/30/22 that shows she was paid for 19.14 hours of work at her regular hourly rate of $18.00 an hour and paid for 20 hours of vacation at the rate of $20.75 an hour. Although Petlacalco only worked 19.14 hours during the pay period the total of hours worked indicated on the wage statement (under the heading "Gross") is 39.14.

22. During the relevant time period, Defendants also failed to provide those Aggrieved Employees who are former employees, with full payment of all wages owed upon separation from employment. At the time their employment ended, Aggrieved Employees were owed wages for all time worked, whether their termination was voluntary or involuntary, including minimum wages and overtime wages for all time worked including for off-the-clock work, premium payments for missed, late, and non-compliant meal and rest breaks, and reimbursement for business expenditures. Defendant failed to provide Aggrieved Employees with such owed compensation.

23. In violation of Labor Code 1198, Defendants failed to keep accurate records of when work periods started and ended as required by Section 6 of Wage Order 9 because the meal periods of Plaintiff and other employees were not duty free for 30 minutes and Plaintiff and other employees spent time engaged in compensable hours before they clocked in for work and after they clocked out for work.

24. In violation of Labor Code Section 1198, Defendants failed to provide Plaintiff Soto and Plaintiff Petalco and other Distribution Center Employees with suitable seating as required by

Section 13(B) of Wage Order 9 because Defendants did not place an adequate number of suitable seats in reasonable proximity to the work area of Plaintiffs and other Distribution Center Employees for use when they were not engaged in the active duties of their employment.

25. Defendants violated Labor Code Section 6404, which prohibits an employer from maintaining a place of employment "that is not safe and healthful" because the temperature in distribution centers operated by Defendants especially during the summer months, frequently exceeded the limits for a safe and healthful workplace

26. Upon information and belief, Defendants were aware that its policies and practices deprived Aggrieved Employees full and timely earned compensation, timely and compliant meal and rest breaks, reimbursement of business expenditures, and timely final wages upon separation from employment. Thus, Defendants' conduct is both deliberate and willful.

27. Upon information and belief, Defendants' unlawful conduct is widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' operations in California. Defendants' conduct is willful, carried out in bad faith, and triggers significant civil penalties in an amount to be determined at trial.

FIRST CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(a)
(On Behalf of the State of California and Aggrieved Employees)

28. Plaintiffs re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

29. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

30. Plaintiffs seek civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants to timely compensate Aggrieved Employees all wages due in compliance with Labor Code § 204, in the civil penalties established by Labor Code § 210(a) and (c).

31. Labor Code § 204 provides:

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month…

* * *

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

32. Labor Code § 210(a) and (c) sets forth the following civil penalties for violations of § 204:

(1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

* * *

(c) An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.

33. Plaintiffs also seek civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide minimum wages in compliance with Labor Code §§ 1182.12 and 1197, in the amount of civil penalties set forth in Labor Code § 1197.1(a).

34. Labor Code § 1182.12 sets forth the minimum wages for all industries, including the following amounts for any employer who employes 26 or more employees: (i) "January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars ($13) per hour"; (ii) "From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars ($14) per hour"; and (iii) "From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars ($15) per hour."

35. IWC Wage order 7-2001, Section 4 sets forth the following minimum wages for any employer who employes 26 or more employees: "(a) Thirteen dollars ($13.00) per hour for all hours worked, effective January 1, 2020; (b) Fourteen dollars ($14.00) per hour for all hours worked, effective

January 1, 2021; and (c) Fifteen dollars ($15.00) per hour for all hours worked, effective January 1, 2022."

36. Labor Code § 1197 provides: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

37. Labor Code § 1197.1(a) provides:

> (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
>
> (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

38. Plaintiffs also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide overtime wages in compliance with Labor Code § 510, in the amount of civil penalties set forth in Labor Code § 558(a)(1) and (2).

39. Labor Code § 510 provides:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

40. Labor Code § 558(a)(1) and (2) sets forth the following civil penalties for violations of § 510:

> (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
>
> (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

41. Plaintiffs also seek civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide Aggrieved Employees accurate, itemized wage statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226.3.

42. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the place of employment or at a central location within the state of California.

43. Labor Code § 226.3 sets forth the following civil penalties for violations of § 226(a):

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

44. Pursuant to Labor Code Sections 2699(a), Plaintiff Soto and Plaintiff Petlacalco and other Aggrieved Employees are entitled to civil penalties for Defendant's violations of Labor Code Sections 1198 and 6404.

45. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff Sandoval provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim on April 25, 2022. See LWDA Case No. LWDA-CM-880409-22, available at: https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002AOdEEAW. At least

sixty-five calendar days have passed without notice from the LWDA. Plaintiff Sandoval satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a). Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff Soto and Plaintiff Petlacalco provided the LWDA with notice of their intention to file this claim on October 26, 2023. At least sixty-five calendar days have passed without notice from the LWDA.

46. Plaintiffs seeks the aforementioned penalties on behalf of the State of California as set forth in Labor Code § 2699(g)(1). Defendants are liable for the civil penalties set forth in this Complaint, with interest thereon. Plaintiffs are also entitled to an award of attorneys' fees and costs as set forth below. Wherefore, Plaintiffs request relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(f)
(On Behalf of the State of California and Aggrieved Employees)

47. Plaintiffs re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

48. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiffs seek civil penalties pursuant to Labor Code § 2699(f) for Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f).

49. Labor Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

50. Plaintiffs seek civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendants, alleged above, to timely provide wages earned and unpaid upon the discharge or quitting of employment, in compliance with Labor Code §§ 201 and 202.

51. Labor Code § 201(a) provides:

> If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

52. Labor Code § 202(a) provides:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

Alternatively, Plaintiffs seek civil penalties for violations of Labor Code §§ 201 and 202 above, pursuant to Labor Code § 2699(a); Defendants failed to pay Aggrieved Employees who are former employees, at least minimum wage owed upon discharge or quitting, implicating the civil penalties set forth in Labor Code § 1197.1(a).

53. Plaintiffs also seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendants, alleged above, to reimburse Aggrieved Employees for "all necessary business expenditures or losses" in compliance with Labor Code § 2802.

54. Labor Code § 2802 provides:

> An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

55. Plaintiffs also seek penalties for violation of Labor Code Sections 226.7 and 512.

56. Pursuant to Labor Code Sections 2699(f), Plaintiff Soto and Plaintiff Petlacalco and other Aggrieved Employees are entitled to civil penalties for Defendant's violations of Labor Code Sections 1198 and 6404.

57. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff Sandoval provided the Labor and Workforce Development Agency ("LWDA") with notice of his intention to file this claim on April 25, 2022. See LWDA Case No. LWDA-CM-880409-22, available at: https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002AOdEEAW. At least sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with § 2699.3(a). Pursuant to

Labor Code § 2699.3(a)(1) and (2), Plaintiff Soto and Plaintiff Petlacalco provided the LWDA with notice of their intention to file this claim on October 26, 2023. At least sixty-five calendar days have passed without notice from the LWDA.

58. Plaintiffs seeks the aforementioned penalties on behalf of the State of California as set forth in Labor Code § 2699(g)(1). Defendants are liable for the civil penalties set forth in this Complaint, with interest thereon. Plaintiffs are also entitled to an award of attorneys' fees and costs, as well as injunctive relief and other remedies, pursuant to Labor Code § 432.6 and Business and Professions Code § 17203.

59. Wherefore, Plaintiffs requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

1. For the Court to declare, adjudge, and decree that Defendants have violated the California Labor Code as alleged herein;
2. For an order awarding the State of California civil penalties provided under the PAGA to be distributed to the State of California and Aggrieved Employees under the PAGA;
3. For appropriate injunctive and equitable relief, including an order enjoining Defendant from continuing their unlawful practices;
4. For interest as provided by applicable law;
5. For an award of reasonable attorneys' fees;
6. For all costs of suit; and
7. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Dated: March 19, 2026

SCHNEIDER WALLACE
COTRELL KIM LLP

By: Esther Lee Bylsma
Carolyn Cottrell

Esther L. Bylsma
Attorney for Plaintiff

Dated: March 19, 2026

KARASIK LAW FIRM

By: /s/ Gregory N. Karasik (e-signed as approved by counsel via email on 3/19/26)
GREGORY N. KARASIK
Attorney for Plaintiff

Dated: March 19, 2026

MAJARIAN LAW GROUP, APC

By: /s/ Sahag Majarian II (e-signed as approved by counsel via email on 3/19/26)
SAHAG MAJARIAN, II
GAREN MAJARIAN

Attorney for Plaintiffs

JURY DEMAND

Plaintiffs hereby demands a jury trial on all claims and issues for which Plaintiffs are entitled to a jury.

Dated: March 19, 2026

SCHNEIDER WALLACE
COTRELL KIM LLP

By: Esther Lee Bylsma
Carolyn Cottrell
Esther L. Bylsma
Attorney for Plaintiff

Dated: March 19, 2026

KARASIK LAW FIRM

By: /s/ Gregory N. Karasik (e-signed as approved by counsel via email on 3/19/26)
GREGORY N. KARASIK
Attorney for Plaintiff

Dated: March 19, 2026

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By: /s/ Sahag Majarian II (e-signed as approved by counsel via email on 3/19/26)
SAHAG MAJARIAN, II
GAREN MAJARIAN

Attorney for Plaintiffs