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NORMA LOPEZ

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

NORMA LOPEZ, an individual,

Plaintiff,

vs.

CEDARS-SINAI MEDICAL CARE  
FOUNDATION, a California non-profit  
corporation; CEDARS-SINAI MEDICAL  
CENTER, a California non-profit  
corporation; PATRICIA O'BRIEN, an  
individual; JAY OLIVAS, an individual;  
and DOES 1 through 100, inclusive,

Defendants.

**CASE NO.: 25ST CV 17276**

**COMPLAINT FOR:**

- 1. DISCRIMINATION BASED UPON  
PHYSICAL DISABILITY IN  
VIOLATION OF GOVT. CODE  
§12940 (a);**
- 2. HOSTILE WORK ENVIRONMENT  
IN VIOLATION OF GOVT. CODE  
§12940 ET SEQ.;**
- 3. RETALIATION IN VIOLATION OF  
GOVT. CODE §12940 ET SEQ.;**
- 4. FAILURE TO PREVENT  
DISCRIMINATION FROM  
OCCURRING IN VIOLATION OF  
GOVT. CODE §12940(k);**
- 5. HARASSMENT BASED ON  
PHYSICAL DISABILITY IN  
VIOLATION OF GOVT. CODE  
§12940 (a);**
- 6. FAILURE TO ACCOMMODATE  
PHYSICAL DISABILITY IN  
VIOLATION OF GOVT. CODE  
§12940(m);**
- 7. FAILURE TO ENGAGE IN A GOOD  
FAITH INTERACTIVE PROCESS  
IN VIOLATION OF GOVT. CODE  
§12940(n);**
- 8. WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY  
IN VIOLATION OF GOVT. CODE**

- §12940 *et seq.*;
9. FAILURE TO PAY PREMIUM  
OVERTIME WAGES DUE (Cal.  
*Labor Code* §§ 510, 511, 558, 1194,  
1198; WAGE ORDER NO. 4);
10. FAILURE TO PROVIDE  
ACCURATE ITEMIZED WAGE  
STATEMENTS (Cal. *Labor Code*  
§226);
11. FAILURE TO PAY ALL WAGES  
DUE ON TERMINATION (Cal.  
*Labor Code* §203);
12. FAILURE TO REIMBURSE  
BUSINESS EXPENSES (Cal. *Labor*  
*Code* §2802);
13. FAILURE TO ALLOW  
INSPECTION OF EMPLOYMENT  
RECORDS (Cal. *Labor Code*  
§1198.5); and
14. UNFAIR COMPETITION (Cal. *Bus.*  
*& Prof. Code* §§17200 *et seq.*)

**DEMAND FOR A JURY TRIAL**

Norma Lopez (“Plaintiff”) alleges the following:

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over this Complaint under California Government Code §12920 *et seq.*, and the rules, regulations and directives implementing those statutes, *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Government Code* and wage and hour violations as against the persons identified herein, occurred in Los Angeles County and because Defendants Cedars-Sinai Medical Care Foundation and Cedars-Sinai Medical Center owned and operated their non-profit corporations in Los Angeles County.

**II. PARTIES**

3. At all times relevant hereto, Plaintiff Norma Lopez (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Moorpark, California.

1           4.       Plaintiff is informed and believes and thereon alleges that at all times material  
2 hereto, Defendant Cedars-Sinai Medical Care Foundation (“CSMCF”), has been, and is a  
3 California non-profit corporation, with a principal place of business at 6500 Wilshire Blvd,  
4 19th Floor, Los Angeles, CA 90048. At all times material hereto, CSMCF has been, and is, a  
5 foundation that provides health care services.

6           5.       Plaintiff is informed and believes and thereon alleges that at all times material  
7 hereto, Defendant Cedars-Sinai Medical Center (“CSMC”), has been, and is a California non-  
8 profit corporation, with a principal place of business at 8700 Beverly Blvd, Los Angeles, CA  
9 90048. At all times material hereto, CSMC has been, and is, a medical center that provides  
10 health care services.

11           6.       Plaintiff is informed and believes and thereon alleges that Defendant Patricia  
12 O’Brien (“Patricia”) is an individual, who at all times relevant herein, was a resident of Los  
13 Angeles County. Patricia is a manager at CSMCF and CSMC.

14           7.       Plaintiff is informed and believes and thereon alleges that Defendant Jay Olivas  
15 (“Jay”) (collectively with CSMCF, CSMC and Patricia “Defendants”) is an individual, who at  
16 all times relevant herein, was a resident of Los Angeles County. Jay was Plaintiff’s former  
17 supervisor at CSMCF and CSMC.

18           8.       Plaintiff was employed by CSMCF and CSMC, as a Senior Patient  
19 Representative. Plaintiff is informed and believes and thereon alleges that at all times material  
20 hereto CSMCF and CSMC have been authorized to do business and has been doing business in  
21 the State of California.

22           9.       Plaintiff is informed and believes and thereon alleges, that at all times relevant  
23 herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or  
24 servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things  
25 herein alleged, were acting within the course and scope of such agency or employment, and  
26 with the approval and ratification of each of the other Defendants.  
27  
28

1           10. Plaintiff is ignorant of the true names and capacities of Defendants sued herein  
2 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such  
3 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names  
4 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon  
5 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an  
6 individual person who owned, controlled, or managed the business for which Plaintiff worked  
7 and/or who directly or indirectly exercised operational control over the wages, hours, and  
8 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director  
9 and/or executive positions with the remaining Defendants, and acted on behalf of the remaining  
10 Defendants, which included decision-making responsibility for, and establishment of, disability  
11 discrimination and harassment practices and policies, and wage and hour violations, for  
12 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the  
13 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action  
14 alleged herein.

15           11. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
16 through 100 are, and at all times relevant hereto were, persons, corporations or other business  
17 entities organized and existing under and by virtue of the laws of the State of California, and  
18 are/were qualified to transact and conduct business in the State of California, and did transact  
19 and conduct business in the State of California, and are thus subject to the jurisdiction of the  
20 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,  
21 employ persons, conduct business and engage in disability discrimination and wage and hour  
22 violations, in the County of Los Angeles.

23           12. Plaintiff is further informed and believes, and thereon alleges, that each of the  
24 fictitiously named Defendants aided and assisted the named Defendants in committing the  
25 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each  
26 Defendant.

27 **III. PAGA NOTICE**  
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1           13. Pursuant to the California Labor Code, on or about June 13, 2025, Plaintiff filed  
2 a notice with Labor and Workforce Development Agency (LWDA) of her intent to pursue  
3 claims against Defendants CSMCF and CSMC under the Private Attorney General Act  
4 (PAGA). As such, Plaintiff further reserves the right to amend this Complaint once she  
5 completes and complies with the provisions under the law.

6 **IV. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**  
7 **ACTION**

8 **Employment Information**

9           14. Plaintiff was an employee of CSMCF and CSMC since on or about November  
10 11, 2024. Plaintiff worked as a Senior Patient Representative for CSMCF. Plaintiff obtained  
11 authorizations for patient treatments and care. Plaintiff worked 8 or more hours per day, 5 days  
12 per week. Plaintiff earned \$28.50 per hour. She was employed at CSMCF and CSMC until  
13 April 22, 2025, when Plaintiff was wrongfully terminated.

14 **Discrimination, Harassment and Wrongful Termination**

15           15. Plaintiff was denied a work environment free of disability discrimination and  
16 harassment and was targeted for wrongful termination on or about April 22, 2025.

17           16. Plaintiff had previously worked as a Senior Patient Representative for CSMCF  
18 from 2006 until 2021. However, Plaintiff left her position when she found a position that  
19 allowed her to work from home. At the time, CSMCF and CSMC requested that Plaintiff not  
20 resign from her position. Nonetheless, Plaintiff left her position because she found the  
21 commute difficult.

22           17. In or about October 2024, Patricia contacted Plaintiff and asked her to return to  
23 her position. Patricia told Plaintiff that she would be able to work remotely. As a result,  
24 Plaintiff accepted Patricia's offer in October 2024.

25           18. In or about December 2024, CSMCF and CSMC sent Plaintiff a contract that  
26 specified that Plaintiff needed to spend at least 25% of her time in the office. That requirement  
27 was never mentioned by Patricia during the hiring process.

28           19. Plaintiff has medical issues. She suffers from Lupus and Rheumatoid Arthritis.

1 As a result of the harassment and discrimination, Plaintiff suffered emotional distress and  
2 aggravation of her injuries. As such, these conditions, singularly and in the aggregate,  
3 constitute a physical disability, as that term is defined in *Government Code* § 12926(l)(1)(A),  
4 (B).

5 20. CSMCF and CSMC were aware of Plaintiff's medical issues since she had  
6 previously worked for them.

7 21. Plaintiff's insurance did not become active until late December 2024 and  
8 Plaintiff was unable to obtain an appointment with her physician until March 2025.

9 22. During that time, Plaintiff provided all of her medical documentation to the  
10 leave of absence department in the Human Resources Department ("HR").

11 23. Plaintiff also provided her physician with paperwork to complete, which he did  
12 in March 2025. Plaintiff provided her physician's documentation to HR.

13 24. Due to Plaintiff's long commute which required her to spend 2.5 hours to return  
14 home, Plaintiff began to suffer from health issues related to her back. Additionally, Plaintiff  
15 was required to request more medicated patches and her physician became concerned about  
16 that. Plaintiff took x-rays and learned that she had degenerative joint disease.

17 25. Plaintiff obtained a physician's note that had the following restriction: when  
18 Plaintiff was experiencing a Lupus flare up, she must work from home for 5 days per month or  
19 be allowed intermittent leave.

20 26. On or about March 25, 2025, CSMCF and CSMC denied Plaintiff's request for  
21 accommodation and failed to engage in any interactive process.

22 27. CSMCF and CSMC told Plaintiff that they never received Plaintiff's  
23 documentation. Plaintiff explained to CSMCF and CSMC that the person who took her  
24 documentation the first time did not process the information when Plaintiff brought it in.

25 28. In or about April 2025, Plaintiff requested time off from work to take her  
26 husband for surgery on April 14, 2025. Plaintiff was scheduled to return to work on April 16,  
27 2025. Plaintiff's request was denied.

28

1           29.     On or about April 10, 2025, Plaintiff went to the ER because she was  
2 experiencing chest pain and back pain. Plaintiff was discharged from the ER.

3           30.     On the next day, April 11, 2025, Plaintiff returned to the ER because she was  
4 still experiencing a lot of pain. At that time, Plaintiff was diagnosed with Pneumonia. Plaintiff  
5 was given a physician's note that stated she needed to be off work for 10 days. Plaintiff was  
6 scheduled to return to work on April 21, 2025. However, on April 21, 2025, Plaintiff was still  
7 not feeling well and she informed her managers that she was still not well. Plaintiff had a  
8 physician appointment scheduled for April 23, 2025.

9           31.     However, on or about April 23, 2025, Plaintiff was terminated by Jay due to her  
10 purported absences. Plaintiff alleges that she was terminated due to her disability.

11          32.     CSMCF and CSMC 's wrongful termination of Plaintiff was wrongfully  
12 motivated by discrimination against her due to her disability.

13          33.     At all times material hereto, CSMCF and CSMC regularly employed five or  
14 more persons and therefore are employers, as that term is defined in *Government Code* §  
15 12926(d).

16          34.     On June 13, 2025, Plaintiff filed an administrative complaint with the California  
17 Civil Rights Department ("CCRD") alleging discrimination and harassment by CSMCF,  
18 CSMC, Patricia and Jay. On June 13, 2025, the CCRD issued to Plaintiff a Right to Sue  
19 Notice as to CSMCF, CSMC, Patricia and Jay.

### 20                                   **Wage and Hour Violations**

21          35.     The employment by CSMCF and CSMC of Plaintiff is governed by Industrial  
22 Welfare Commission Wage Order No. 4, which covers those persons employed in the  
23 professional, technical, clerical, mechanical and similar occupations.

24          36.     Under California law, non-exempt employees as defined by IWC Wage Order  
25 No. 4, are entitled to overtime wages for work in excess of 8 hours per day.

26          37.     As a result of CSMCF and CSMC's failure to pay Plaintiff at required overtime  
27 rates, the wage statements issued to her did not comply with *Labor Code* §226 and IWC Wage  
28 Order No. 4 in that they did not accurately reflect all wages earned and due and owing.

1           38.       CSMCF and CSMC's routinely failed to provide Plaintiff with itemized wage  
2 statements that properly and accurately itemized the number of hours she worked at the  
3 effective regular rates of pay.

4           39.       CSMCF and CSMC failed to pay Plaintiff all wages due on termination.

5           40.       CSMCF and CSMC failed to reimburse Plaintiff for her necessary business  
6 expenses.

7           41.       CSMCF and CSMC failed to provide Plaintiff with her requested employment  
8 records.

9  
10                               **FIRST CAUSE OF ACTION**

11                   **(Discrimination Based on Physical Disability in Violation of Government Code**

12                   **§§12940(a) - By Plaintiff Against Defendants CSMCF, CSMC and Does 1 through 100)**

13           42.       Plaintiff realleges and incorporates by reference all of the allegations set forth in  
14 this Complaint.

15           43.       Under the California Fair Employment and Housing Act ("FEHA"),  
16 Government Code § 12940(a), an employer cannot discriminate against an employee, because  
17 of a physical disability.

18           44.       Plaintiff suffered from the physical limitation as set forth above and was  
19 therefore a member of the class of persons protected from disability discrimination under  
20 California Government Code § 12940(a).

21           45.       Upon learning about Plaintiff's disability, and not wanting a disabled employee,  
22 on or about April 22, 2024, CSMCF and CSMC terminated Plaintiff's employment in violation  
23 of California Government Code § 12940.

24           46.       By terminating Plaintiff because of her physical disability, CSMCF and CSMC  
25 violated Government Code § 12940(a).

26           47.       As a direct and proximate result of CSMCF and CSMC's conduct, individually  
27 and collectively, Plaintiff has suffered and continues to suffer substantial losses in income,  
28 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost



1 and will continue to lose employment benefits in the amount of at least \$188,784.00,  
2 according to proof.

3 48. As a direct and proximate result of CSMCF and CSMC's actions, Plaintiff has  
4 suffered severe and serious injury to her person, all to her damage in the amount of at least  
5 \$1,000,000, according to proof.

6 49. CSMCF and CSMC's conduct in discriminating against Plaintiff because of her  
7 physical disability subjected her to cruel and unjust hardship in conscious disregard of her  
8 rights, as it was anticipated by CSMCF and CSMC that Plaintiff would be unable to find  
9 comparable employment in the foreseeable future. Plaintiff is informed and believes, and  
10 thereon alleges, that her wrongful termination by CSMCF and CSMC was done with the intent  
11 to cause her injury. As a consequence of the aforesaid oppressive, malicious and despicable  
12 conduct, Plaintiff is entitled to an award of punitive damages in a sum to be shown according  
13 to proof.

14 50. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an  
15 award of attorneys' fees in this action.

## 16 **SECOND CAUSE OF ACTION**

17 **(Hostile Work Environment in Violation Govt. Code §12940 et seq.- By Plaintiff Against**  
18 **Defendants CSMCF, CSMC and Does 1 through 100)**

19 51. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
20 this Complaint.

21 52. The offensive conduct to which Plaintiff was subjected constitutes a hostile  
22 work environment in violation to FEHA, California Government Code §12940 et seq. During  
23 his employment, CSMCF and CSMC violated FEHA, California Government Code §12940 (j),  
24 by discriminating against Plaintiff due to her physical disability.

25 53. CSMCF and CSMC's harassment was hostile, abusive, continuous and  
26 pervasive to create a hostile work environment for Plaintiff.  
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1           54.     CSMCF and CSMC 's harassment was unwelcome, humiliating, offensive and  
2 adversely affected the terms of Plaintiff's employment.

3           55.     Plaintiff was subjectively offended by CSMCF and CSMC 's conduct and any  
4 reasonable person in Plaintiff's position would perceive CSMCF and CSMC 's conduct as  
5 being offensive, hostile and abusive.

6           56.     As a direct result of CSMCF and CSMC's failure to take all reasonable steps  
7 necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and  
8 suffering, extreme and severe mental anguish and emotional distress, loss of earnings and  
9 earning capacity, in at least the amount of \$1,000,000, subject to proof at trial.

10          57.     Plaintiff is hereby entitled to general and compensatory damages in at least the  
11 amount of \$188,784.00, subject to proof at trial.

12          58.     CSMCF and CSMC did the things hereinabove alleged, intentionally,  
13 oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts  
14 were against public policy, were obnoxious, despicable, and ought not to be suffered by any  
15 member of the community.

16          59.     All actions of CSMCF and CSMC were known, ratified and approved by the  
17 officers or managing agents of CSMCF and CSMC. Therefore, Plaintiff is entitled to punitive  
18 or exemplary damages against CSMCF and CSMC in an amount to be determined at the time  
19 of trial.

20          60.     Pursuant to California Government Code §12965(c)(6), Plaintiff requests an  
21 award of attorneys' fees in this action.

22  
23                   **THIRD CAUSE OF ACTION**

24           **(Retaliation in Violation of Government Code §§12940 et seq. - By Plaintiff Against**  
25           **Defendants CSMCF, CSMC and Does 1 through 100)**

26          61.     Plaintiff realleges and incorporates by reference all of the allegations set forth  
27 above in the Complaint.

1           62.     This cause of action is brought pursuant to the FEHA, Govt. Code §12940(h),  
2     which provides that it is unlawful to retaliate against a person "because the person has opposed  
3     any practices forbidden under [Government Code sections 12900 through 12966] or because  
4     the person has filed a complaint, testified, or assisted in any proceeding under the FEHA."

5           63.     As a result of her physical disability, Plaintiff was denied the right to work in an  
6     environment free of discrimination and harassment and was wrongfully terminated by CSMCF  
7     and CSMC.

8           64.     CSMCF and CSMC 's retaliatory conduct toward Plaintiff caused her emotional  
9     injury, including, but not limited to, humiliation, anxiety, fear, and loss of self-esteem.  
10    CSMCF's retaliatory conduct was a substantial factor and the proximate cause of Plaintiff's  
11    damages.

12           65.     Plaintiff's physical disability was the reason CSMCF and CSMC retaliated  
13    against her.

14           66.     Plaintiff has suffered monetary damages, lost wages and privileges of  
15    employment illegally caused by CSMCF and CSMC 's discriminatory conduct in the amount of  
16    at least \$188,784.00, according to proof.

17           67.     CSMCF and CSMC did the things hereinabove alleged, intentionally,  
18    oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts  
19    were against public policy, were obnoxious, despicable, and ought not to be suffered by any  
20    member of the community.

21           68.     All actions of CSMCF and CSMC were known, ratified and approved by the  
22    officers or managing agents of CSMCF and CSMC. Therefore, Plaintiff is entitled to punitive  
23    or exemplary damages against the CSMCF and CSMC in an amount to be determined at the  
24    time of trial.

25           69.     Pursuant to California Government Code §12965(c)(6), Plaintiff requests an  
26    award of attorneys' fees in this action.  
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1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Prevent Discrimination from Occurring in Violation of Government Code**  
3 **§12940(k) - By Plaintiff Against Defendants CSMCF, CSMC and Does 1 through 100)**

4 70. Plaintiff realleges and incorporates by reference all of the allegations set forth  
5 above in the Complaint.

6 71. CSMCF and CSMC's conduct in subjecting Plaintiff to discriminatory conduct  
7 due to Plaintiff's physical disability constituted breach of their duty under FEHA, including the  
8 duty to take immediate and appropriate corrective action and to take all reasonable steps to  
9 prevent discrimination and retaliation from occurring pursuant to California Government Code  
10 Section 12940(k).

11 72. CSMCF and CSMC failed to take measures to prevent discrimination and  
12 retaliation.

13 73. As a direct result of CSMCF and CSMC's failure to take all reasonable steps  
14 necessary to prevent discrimination, Plaintiff has suffered and will continue to suffer pain and  
15 suffering, extreme and severe mental anguish and emotional distress, loss of earnings and  
16 earning capacity, in the amount of at least \$1,000,000, according to proof at trial.

17 74. Plaintiff is hereby entitled to general and compensatory damages in an amount  
18 within the jurisdiction of this Court, according to proof at trial.

19 75. CSMCF and CSMC did the things hereinabove alleged, intentionally,  
20 oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts  
21 were against public policy, were obnoxious, despicable, and ought not to be suffered by any  
22 member of the community.

23 76. All actions of CSMCF and CSMC were known, ratified and approved by the  
24 officers or managing agents of CSMCF and CSMC. Therefore, Plaintiff is entitled to punitive  
25 or exemplary damages against the CSMCF and CSMC in an amount to be determined at the  
26 time of trial.  
27  
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77. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

## **FIFTH CAUSE OF ACTION**

**(Harassment Due to Physical Disability in Violation of Govt. Code §12940(a)– By Plaintiff  
against all Defendants and Does 1 through 100)**

78. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

79. Beginning on or about January 20, 2025, Plaintiff was harassed by the actions, conduct and comments of CSMCF and CSMC's employees, Patricia and Jay, which actions, conduct and comments combined to create and allow a pattern of harassment towards her due to her disability.

80. Defendants' actions constituted a continuing violation of Cal. Gov. Code § 12940, et seq.

81. Defendants negligently and in bad faith failed to properly investigate Plaintiff's claims of disability and harassment and take appropriate remedial action.

82. Defendants engaged in retaliatory actions against Plaintiff due to her disability and Plaintiff was subjected to unfair and hostile treatment by Defendants.

83. All of the conduct by Defendants, was done with the full knowledge and ratification of the management employees of CSMCF and CSMC and was consistent with the recognized policies and procedures of CSMCF and CSMC, which tolerated and encouraged such discriminatory conduct.

84. At all times herein mentioned, Defendants were legally required to refrain from discriminating against and harassing any employee on the basis of physical disability, among other things. Within the time provided by law, Plaintiff filed a complaint with the CCRD, in full compliance with these sections, and received a right to sue letter.

85. Defendants' conduct resulted in the damages and injuries to Plaintiff as alleged in this Complaint. As a direct and proximate result of the conduct of Defendants, Plaintiff has

1 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain  
2 and anguish, all to his damage in at least \$1,000,000, subject to proof at trial.

3 86. Defendants did the things hereinabove alleged, intentionally, oppressively, and  
4 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted  
5 in Plaintiff's wrongful termination against public policy, were obnoxious, despicable, and  
6 ought not to be suffered by any member of the community.

7 87. All actions of Defendants were known, ratified and approved by the officers or  
8 managing agents of CSMCF and CSMC. Therefore, Plaintiff is entitled to punitive or  
9 exemplary damages against the Defendants, and each of them, in an amount to be determined  
10 at the time of trial.

11 88. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an  
12 award of attorneys' fees in this action.

### 13 **SIXTH CAUSE OF ACTION**

14 **(Failure to Accommodate Physical Disability in Violation of Public Policy, Govt. Code**  
15 **§§12940 (m) – By Plaintiff Against Defendants CSMCF, CSMC and Does 1 through 100)**

16 89. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
17 this Complaint.

18 90. As alleged herein, Plaintiff requested that CSMCF and CSMC make a  
19 reasonable accommodation for her physical disability so that she would be able to perform the  
20 essential job requirements. CSMCF and CSMC refused said accommodation and refused to  
21 discuss any other potential reasonable accommodation it might afford to Plaintiff, wrongfully  
22 terminating Plaintiff instead on or about April 22, 2025.

23 91. By refusing to afford Plaintiff a reasonable accommodation, CSMCF and CSMC  
24 violated Government Code § 12940(m).

25 92. As a direct and proximate result of CSMCF and CSMC 's conduct, individually  
26 and collectively, Plaintiff has suffered and continues to suffer substantial losses in income,  
27 earnings, and benefits and has been damaged in her capacity to earn her salary, and has lost and  
28 will continue to lose employment benefits.

93. As a direct and proximate result of CSMCF and CSMC 's actions, Plaintiff has suffered severe and serious injury to her person, all to her damage in an amount within the jurisdiction of this Court, according to proof.

94. CSMCF and CSMC did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts were against public policy, were obnoxious, despicable, and ought not to be suffered by any member of the community.

95. All actions of CSMCF and CSMC were known, ratified and approved by the officers or managing agents of CSMCF and CSMC. Therefore, Plaintiff is entitled to punitive or exemplary damages against the CSMCF and CSMC in an amount to be determined at the time of trial.

96. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an award of attorneys' fees in this action.

## SEVENTH CAUSE OF ACTION

**(Failure to Engage in a Good Faith Interactive Process in Violation of Government Code §12940(n)– By Plaintiff Against Defendants CSMCF, CSMC and Does 1 through 100)**

97. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

98. At all times hereto, FEHA, including in particular Government Code §12940(n), was in full force and effect and was binding on CSMCF and CSMC. This subsection imposes a duty on Defendants to engage in a timely, good faith, interactive process with the employee to determine reasonable accommodation, if any, in response to a request for a reasonable accommodation by an employee with a known physical disability or known medical condition.

99. At all relevant times, Plaintiff was a member of a protected class within the meaning of Government Code §12940(a) et seq. because she had a disability, of which CSMCF and CSMC had both actual and constructive notice.

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1           100. Plaintiff reported her disability to CSMCF and CSMC, triggering CSMCF and  
2 CSMC's obligation to engage in a good faith interactive process with Plaintiff, but at all times  
3 herein, CSMCF and CSMC failed and refused to do so.

4           101. CSMCF and CSMC breached their statutory duty under FEHA to engage in a  
5 timely good faith interactive process to determine a reasonable accommodation for Plaintiff's  
6 physical disability. Plaintiff further alleges: (1) that CSMCF and CSMC were the Plaintiff's  
7 employers; (2) that Plaintiff was an employee of CSMCF and CSMC; (3) that Plaintiff had a  
8 disability that required reasonable accommodation and which disability was known to CSMCF  
9 and CSMC; (4) that Plaintiff requested that CSMCF and CSMC make reasonable  
10 accommodation for her disability and/or physical condition so that she would be able to  
11 perform the essential functions of her job requirements; (5) that Plaintiff was willing to  
12 participate in the interactive process to determine whether reasonable accommodation could be  
13 made so that she would be able to perform the essential job requirements; (6) that CSMCF and  
14 CSMC failed to participate in a timely good faith interactive process with Plaintiff to determine  
15 whether reasonable accommodation could be made; (7) that Plaintiff was harmed financially;  
16 and (8) that CSMCF and CSMC 's failure to engage in a good faith interactive process was a  
17 substantial factor in causing Plaintiff's damage and harm. Instead of engaging in a good faith  
18 interactive process, CSMCF and CSMC, wrongfully terminated Plaintiff on or about April 16,  
19 2025.

20           102. The above acts of CSMCF and CSMC constitute violations of FEHA, and were  
21 a proximate cause of Plaintiff's damages as stated below.

22           103. CSMCF and CSMC did the things hereinabove alleged, intentionally,  
23 oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts  
24 were against public policy, were obnoxious, despicable, and ought not to be suffered by any  
25 member of the community.

26           104. All actions of CSMCF and CSMC were known, ratified and approved by the  
27 officers or managing agents of CSMCF and CSMC. Therefore, Plaintiff is entitled to punitive  
28



1 or exemplary damages against the CSMCF and CSMC in an amount to be determined at the  
2 time of trial.

3 105. Pursuant to Government Code §12965(c)(6), Plaintiff requests a reasonable  
4 award of attorneys' fees and costs.

5 **EIGHTH CAUSE OF ACTION**

6 **(Wrongful Termination in Violation of Public Policy, Govt. Code §§12940 et seq.**

7 **– By Plaintiff Against Defendants CSMCF, CSMC and Does 1 through 100)**

8 106. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
9 this Complaint.

10 107. Plaintiff alleges that significant policies exist in the State of California that  
11 prohibit discrimination, retaliation, wrongfully terminating an employee for being disabled,  
12 complaining about harassment and protesting against unlawful employment practices. Among  
13 others, the right to be free from discrimination and retaliation are codified in the California and  
14 United States Constitutions and the provisions of Government Code §§12900 *et seq.*

15 108. These policies are set forth in various laws including but not limited to  
16 Government Code §§12940 (a), 12940 (k); Cal. Const. Art. 1, §8 (employment  
17 discrimination).

18 109. Plaintiff was disabled while working for CSMCF.

19 110. CSMCF and CSMC, acting through their employees, intentionally created and  
20 knowingly permitted the discrimination based on disability and harassment.

21 111. CSMCF and CSMC wrongfully terminated Plaintiff in violation of important  
22 and well-established public policies, including, but not limited to, policies against employment  
23 discrimination based upon disability and against harassment.

24 112. CSMCF and CSMC's wrongful conduct proximately caused Plaintiff to suffer  
25 general, special and statutory damages in the amount of at least \$188,784.00, according to  
26 proof.

27 113. As a further proximate result of the unlawful acts of CSMCF and CSMC as  
28 alleged above, Plaintiff has been harmed in that she has suffered humiliation, mental anguish,

1 and emotional and physical distress that a reasonable person would suffer upon losing her job.  
2 As a result of such actions and consequent harm, Plaintiff has suffered such damages in the  
3 amount of at least \$1,000,000, according to proof.

4 114. The above acts of CSMCF and CSMC constituted a wrongful termination of  
5 Plaintiff and were in violation of public policy as described above. Such termination was a  
6 substantial factor in causing damage and injury to Plaintiff as set forth below.

7 115. Plaintiff believes and thereon alleges that engaging in protected activity,  
8 including, but not limited to, complaining about harassment were factors in CSMCF and  
9 CSMC's conduct as alleged hereinabove.

10 116. As a result of CSMCF and CSMC's conduct, Plaintiff is entitled to recover  
11 punitive damages in amount according to proof at trial.

12 117. Pursuant to California Government Code §12965(c)(6), Plaintiff requests an  
13 award of attorneys' fees in this action.

14 **NINTH CAUSE OF ACTION**

15 **(Failure to Pay Overtime in violation of Labor Code §§510, 511, 558, 1194, 1194.3, 1198**  
16 **and Wage Order No. 4 by Plaintiff Against Defendants CSMCF, CSMC and Does 1-100)**

17 118. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
18 this Complaint.

19 119. During Plaintiff's entire employment with CSMCF and CSMC , pursuant to Cal.  
20 Lab. Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, CSMCF and CSMC were  
21 required to compensate Plaintiff with premium pay for all overtime performed, for hours  
22 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first  
23 eight (8) hours on the seventh (7th) consecutive day of any work week.

24 120. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee  
25 who had not been paid overtime compensation could recover the unpaid balance of the full  
26 amount of overtime wages due, including interest thereon, together with reasonable attorneys'  
27 fees and costs of suit.

28 121. California Labor Code section 510, subdivision (a), states in relevant part:

1 Any work in excess of 12 hours in one day shall be compensated at the rate of  
2 no less than twice the regular rate of pay for an employee. In addition, any work  
3 in excess of eight hours on any seventh day of a workweek shall be compensated  
4 at the rate of no less than twice the regular rate of pay of an employee.

5 122. Further, California Labor Code section 1198 provides,

6 The maximum hours of work and the standard conditions of labor fixed by the  
7 commission shall be the maximum hours of work and the standard conditions  
8 of labor for employees. The employment of any employee for longer hours than  
9 those fixed by the order or under conditions of labor prohibited by the order is  
10 unlawful.

11 123. Pursuant to IWC Wage Order No. 4 § 3, "Employment beyond eight (8) hours in  
12 any workday is permissible provided the employee is compensated for such overtime at not less  
13 than: ...(b) Double the employee's regular rate of pay for all hours worked in excess of 12  
14 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>)  
15 consecutive day of work in a workweek."

16 124. California Labor Code section 558 provides in pertinent part:

17 (a) Any employer or other person acting on behalf of an employer who  
18 violates, or causes to be violated, a section of this chapter or any  
19 provision regulating hours and days of work in any order of the  
20 Industrial Welfare Commission shall be subject to a civil penalty as  
follows:

21 (1) For any initial violation, fifty dollars (\$50) for each underpaid  
22 employee for each pay period for which the employee was underpaid in  
addition to an amount sufficient to recover underpaid wages.

23 (2) For each subsequent violation, one hundred dollars (\$100) for each  
24 underpaid employee for each pay period for which the employee was  
25 underpaid in addition to an amount sufficient to recover underpaid  
wages.

26 (3) Wages recovered pursuant to this section shall be paid to the affected  
27 employee...

28 (c) The civil penalties provided for in this section are in addition to any  
other civil or criminal penalty provided by law.

125. At times, CSMCF and CSMC expected Plaintiff to work overtime, but never paid her time and one half for any of the overtime hours she worked. Plaintiff was paid her regular rate of pay.

126. Throughout Plaintiff's employment, CSMCF and CSMC failed and refused to pay and properly pay overtime compensation to Plaintiff as required by law.

127. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of CSMCF and CSMC's failure and refusal to pay overtime compensation, Plaintiff suffered damages in the amount of at least \$188,784.00, to be proven at trial.

128. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

### **TENTH CAUSE OF ACTION**

**(Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code §226– By Plaintiff Against Defendants CSMCF, CSMC and Does 1 through 100)**

129. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

130. At all times relevant herein, CSMCF and CSMC issued payroll statements to Plaintiff which violated Cal. Lab. Code §226(a), in that CSMCF and CSMC failed to properly and accurately itemize the number of hours she worked at the effective regular rates of pay.

131. CSMCF and CSMC knowingly and intentionally failed to comply with Cal. Lab. Code §226(a), causing damage to Plaintiff. These damages, including but not limited to costs expended calculating her true hours worked, and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent pay periods pursuant to Cal. Lab. Code § 226(e), in an amount to be proven at trial, plus reasonable attorneys' fees and costs.

1           132. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus  
2 attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code § 226(g).

3                                   **ELEVENTH CAUSE OF ACTION**

4           **(Failure to Pay All Wages Due on Termination in violation of Cal. Lab. Code §203– By**  
5                   **Plaintiff Against Defendants CSMCF, CSMC Does 1 through 100)**

6           133. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
7 this Complaint.

8           134. Labor Code § 201(a) provides that a discharged employee's unpaid wages are  
9 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns  
10 from employment, unpaid wages are due and payable within 72 hours of resignation.

11           135. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as  
12 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until  
13 paid, not to exceed thirty days.

14           136. Plaintiff was wrongfully discharged from CSMCF and CSMC's employ and  
15 CSMCF and CSMC willfully failed to pay Plaintiff wages due to her.

16           137. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day  
17 she was not timely paid, not to exceed 30 days' wages.

18           138. By willfully failing to pay Plaintiff for overtime, as set forth above, CSMCF  
19 and CSMC are liable to her for penalties pursuant to Cal. Lab. Code § 203, in an amount equal  
20 to 30 days of her per diem wage rate in an amount according to proof.

21                                   **TWELFTH CAUSE OF ACTION**

22           **(Reimbursement of Business Expenses in violation of Cal. Labor Code § 2802 By Plaintiff**  
23                   **Against All Defendants and Does 1 through 100)**

24           139. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
25 this Complaint.

26           140. Labor Code § 2802 requires employers to indemnify employees for all necessary  
27 expenditures incurred by employees in the discharge of her duties.

1           141. At all times relevant herein, CSMCF and CSMC were aware that Plaintiff was  
2 purchasing supplies for business, but failed to indemnify Plaintiff for all her business-related  
3 expenses, in accordance with Labor Code § 2802.

4           142. As a result of CSMCF and CSMC's conduct, Plaintiff suffered damages in an  
5 amount, subject to proof, to the extent she was not reimbursed for all of her business-related  
6 expenses incurred in the discharge of her duties.

7           143. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover the full amount of  
8 her unreimbursed business expenses, reasonable attorneys' fees and costs of suit, in an amount  
9 according to proof.

10                                   **THIRTEENTH CAUSE OF ACTION**

11                           **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

12           **(Cal. Labor Code §1198.5 By Plaintiff Against Defendants CSMCF, CSMC and Does 1**  
13                                   **through 100)**

14           144. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
15 this Complaint.

16           145. California Labor Code Section 1198.5 provides:

17                   (a) Every current and former employee, or his or her representative, has the right  
18 to inspect and receive a copy of the personnel records that the employer  
19 maintains relating to the employee's performance or to any grievance concerning  
20 the employee.

21                   (b) The employer shall make the contents of those personnel records available  
22 for inspection to the current or former employee, or his or her representative, at  
23 reasonable intervals and at reasonable times, but not later than 30 calendar days  
24 from the date the employer receives a written request, unless the current or  
25 former employee, or his or her representative, and the employer agree in writing  
26 to a date beyond 30 calendar days to inspect the records, and the agreed-upon  
27 date does not exceed 35 calendar days from the employer's receipt of the written  
28 request to inspect the records. Upon a written request from a current or former

1 employee, or his or her representative, the employer shall also provide a copy of  
2 the personnel records,... later than 30 calendar days from the date the employer  
3 receives the request...

4 (k) If an employer fails to permit a current or former employee, or his or her  
5 representative, to inspect or copy personnel records within the times specified I  
6 this section... the current or former employee may recover a penalty of seven  
7 hundred fifty dollars (\$750) from the employer.

8 (1) A current or former employee may also bring an action for injunctive relief  
9 to obtain compliance with this section, and may recover costs and reasonable  
10 attorney's fees in such an action.

11 146. Additionally, pursuant to IWC Wage Order No. 4, at section 7 re: Records,  
12 employers are required to keep accurate payroll records on each employee, and such records  
13 must be made readily available for inspection by the employee upon reasonable request. The  
14 employer must also maintain accurate production records.

15 147. On or about June 13, 2025, Plaintiff 's counsel issued a written request to  
16 CSMCF for copies of her personnel records.

17 148. Under California Labor Code Sections 226, 432 and 1198.5, such records were  
18 to include all records relating to Plaintiff's hours worked, wage statements and compensation.  
19 Plaintiff's counsel and CSMCF and CSMC did not enter into an agreement to enlarge the time  
20 for CSMCF and CSMC's compliance, and CSMCF and CSMC have failed and refused to  
21 permit Plaintiff copies of her records.

22 149. As a direct result and consequence of CSMCF and CSMC's failure and refusal  
23 to permit Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an  
24 order or decree mandating CSMCF and CSMC's compliance. Plaintiff has suffered and will  
25 suffer harm as a result of CSMCF and CSMC ongoing refusal to comply. Plaintiff also seeks  
26 recovery of the statutory penalty of \$750 based upon CSMCF and CSMC's violation of  
27 §1198.5.

28

1 **FOURTEENTH CAUSE OF ACTION**

2 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. &**  
3 **Prof. Code §17200 et seq.– By Plaintiff Against Defendants CSMCF, CSMC and Does 1**  
4 **through 100)**

5 150. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
6 this Complaint.

7 151. California Business & Professions Code § 17200 et seq. prohibits acts of unfair  
8 competition, which shall mean and include any "unlawful and unfair business practices."

9 152. CSMCF and CSMC's conduct as alleged herein has been and continues to be  
10 unfair, unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights  
11 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.  
12 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and  
13 therefore has standing to bring this suit for restitution.

14 153. The payment of overtime, paying all wages due on termination, issuing accurate  
15 wage statements, reimbursing business expenses and providing employment records are  
16 fundamental public policies of the State of California. It is also the public policy of this State to  
17 enforce minimum labor standards, to ensure that employees are not required or permitted to  
18 work under substandard and unlawful conditions, and to protect those employers who comply  
19 with the law from losing competitive advantage to other employers who fail to comply with  
20 labor standards and requirements.

21 154. Defendants CSMCF and CSMC failed to pay Plaintiff for overtime, to pay all  
22 wages due on termination, to issue accurate wage statements, to reimburse business expenses  
23 and to provide her employment records.

24 155. During the applicable limitations period, CSMCF and CSMC violated Plaintiff's  
25 rights under the above-referenced Labor Code sections by failing to pay for overtime and and  
26 reimburse business expenses in violation of *Labor Code* §§ 1194, 1197, 1198, 203, 226, 510,  
27 511, and 2802, as a result of not correctly calculating her regular rate of pay to include all  
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1 applicable remuneration, including, but not limited to, overtime and reimbursement of business  
2 expenses.

3 156. Through the conduct alleged herein, CSMCF and CSMC acted contrary to these  
4 public policies and has thus engaged in unlawful and/or unfair business practices in violation of  
5 Business & Professions Code §§ 17200 et. seq., depriving Plaintiff of the rights, benefits, and  
6 privileges guaranteed to employees under California law.

7 157. CSMCF and CSMC regularly and routinely violated the following statutes and  
8 regulations with respect to Plaintiff:

9 *Cal. Labor Code* §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order No. 4

10 as amended (failure to pay overtime);

11 *Cal. Lab. Code* § 226 (failure to provide accurate wage statements to employees  
12 at the time of payment);

13 *Cal. Lab. Code* §§ 201, 202 and 203 (failure to pay wages due on termination);

14 *Cal. Lab. Code* §2802 (failure to reimburse business expenses);

15 and

16 *Cal. Lab. Code* §1198.5 (failure to allow inspection of employment records).

17 158. By engaging in these business practices, which are unfair business practices  
18 within the meaning of Bus. & Prof. Code §§ 17200 et seq., CSMCF and CSMC harmed  
19 Plaintiff and gained an unfair competitive edge. Under the Business & Professions Code §  
20 17203, Plaintiff is entitled to obtain restitution of these funds.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor  
23 and against Defendants, and each of them, as follows:

24 1. For compensatory damages in the amount of overtime due to Plaintiff, in the  
25 amount of at least \$188,784.00, according to proof;

26 2. For compensatory damages for lost wages and employment benefits, in the  
27 amount of at least \$188,784.00, according to proof;

28

1           3.     For compensatory damages for physical and emotional distress, in the amount of  
2 \$1,000,000, according to proof;

3           4.     For an award of consequential damages, according to proof;

4           5.     For general damages according to proof;

5           6.     For statutory damages pursuant to *Cal. Lab. Code* § 226, according to proof;

6           7.     For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*  
7 § 203, in an amount equal to her daily pay rate at the time of termination, multiplied by the  
8 total amount of days elapsed between the date of involuntary termination, and/or 72 hours after  
9 notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

10          8.     For specific relief enforcing waiting time penalties of 30 days of per diem wages  
11 pursuant to *Business & Professions Code* § 17200 and *Labor Code* § 203, according to proof;

12          9.     For compensatory damages in the amount of Plaintiff's purchases of supplies  
13 and/or reimbursement of monies incurred while performing CSMCF and CSMC's business-  
14 related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*  
15 §2802(c), in an amount according to proof;

16          10.    For a preliminary and permanent injunction ordering CSMCF and CSMC to  
17 disclose Plaintiff's payroll records and to prevent CSMCF and CSMC from committing such  
18 illegal acts in the future;

19          11.    For an award of restitution of wages to Plaintiff in an amount equal to the  
20 amount of wages owed and unpaid, according to proof;

21          12.    For injunctive relief requiring Defendants CSMCF and CSMC to comply with  
22 Labor Code 1198.5(b)(1);

23          13.    For punitive and exemplary damages in a sum to be determined at trial;

24          14.    For reasonable costs, including attorneys' fees, in an amount according to proof  
25 pursuant to *Government Code* § 12965(c)(6), *Cal. Lab. Code* §§ 218.5, 1198.5(1), 2802 and  
26 *Cal. Code Civ. Proc.* §1021.5;

27          15.    For prejudgment interest, according to proof; and

28          16.    For such other and further relief as the Court deems just and proper.

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**DEMAND FOR JURY TRIAL**

Plaintiff Norma Lopez hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: June 13, 2025

By: Vanya Khanna  
Vanya Khanna  
Attorneys for Plaintiff  
Norma Lopez