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9 Attorney for Plaintiff  
10 CHRISTINA HARDY

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION**

14 CHRISTINA HARDY

15 Plaintiff,

16 vs.

17 OK STONE ENGINEERING, INC.;  
18 INTERSECTION CAPITAL LLC; SAM  
19 INVESTMENT CORP, a Delaware Corporation;  
20 OREN KLAFF, an individual; GUY BAR-NER,  
21 an individual; DOES 1 through 50, inclusive; and  
22 ROES 1 through 50, inclusive;

23 Defendants.

Case No.: \_

**COMPLAINT FOR DAMAGES AND  
EQUITABLE RELIEF FOR:**

1. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
2. **DISABILITY DISCRIMINATION (CAL. GOV'T CODE § 12940(A));**
3. **FAILURE TO PREVENT DISCRIMINATION (CAL. GOV'T CODE § 12940(K));**
4. **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS (CAL. GOV'T CODE § 12940(N));**
5. **FAILURE TO PROVIDE REASONABLE ACCOMMODATION (CAL. GOV'T CODE § 12940(M));**
6. **RETALIATION (CAL. GOV'T CODE § 12940(H));**
7. **WILLFUL MISCLASSIFICATION (CAL. LAB. CODE §§ 226.8, 2753);**
8. **FAILURE TO PAY WAGES UPON TERMINATION (CAL. LAB. CODE §§ 201-203);**

9. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (CAL. LAB. CODE § 226);**
10. **FAILURE TO REIMBURSE BUSINESS EXPENSES (CAL. LAB. CODE § 2802);**
11. **FRAUDULENT INDUCEMENT;**
12. **VIOLATION OF UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE § 17200 ET SEQ.);**
13. **DECLARATORY RELIEF; AND**
14. **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (PAGA) (CAL. LAB. CODE § 2698 ET SEQ.).**

**DEMAND FOR JURY TRIAL**

Plaintiff CHRISTINA HARDY (“Plaintiff” or “Ms. Hardy”) alleges as follows against Defendants OK STONE ENGINEERING, INC. (“OK Stone”); INTERSECTION CAPITAL LLC (“Intersection Capital”); DOES 1 through 50, inclusive; and ROES 1 through 50, inclusive (collectively, “Defendants”):

**INTRODUCTION**

1. This This action arises from Defendants’ scheme to fraudulently induce Ms. Hardy into accepting a high-level executive position through promises of W-2 employment and benefits, only to willfully misclassify her as an independent contractor to evade California’s robust employee protections. After luring her into the role, Defendants abruptly terminated Ms. Hardy based on a transparently pretextual reason that masks unlawful disability discrimination.
2. Defendants’ conduct constitutes a flagrant violation of the Fair Employment and Housing Act (“FEHA”), the California Labor Code, and fundamental public policies of this State.

1 Through this action, Ms. Hardy seeks to hold Defendants accountable for their unlawful  
2 actions, recover all damages to which she is entitled, and obtain penalties on behalf of  
3 herself and other aggrieved employees.

#### 4 THE PARTIES

- 5
- 6 3. Plaintiff **CHRISTINA HARDY** is, and at all times relevant herein was, an individual  
7 residing in the County of San Diego, State of California.
- 8 4. Plaintiff is informed and believes, and thereon alleges, that Defendant **OK STONE**  
9 **ENGINEERING, INC.** is, and at all times relevant herein was, a Delaware corporation  
10 registered to do business and doing substantial business in the State of California, with its  
11 principal California office located in Carlsbad, County of San Diego.
- 12 5. Plaintiff is informed and believes, and thereon alleges, that Defendant **INTERSECTION**  
13 **CAPITAL LLC** is, and at all times relevant herein was, a Delaware limited liability  
14 company doing substantial business in the State of California, with its principal place of  
15 business located in Carlsbad, County of San Diego.
- 16 6. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as **DOES 1**  
17 **through 50**, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff  
18 will amend this Complaint to allege their true names and capacities when ascertained.  
19 Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named  
20 DOE Defendants is responsible in some manner for the occurrences herein alleged and that  
21 Plaintiff's damages as herein alleged were proximately caused by their conduct.
- 22 7. Plaintiff is informed and believes, and thereon alleges, that at all times relevant, Defendants,  
23 and each of them, including the DOE Defendants, were the agents, servants, employees,  
24 partners, joint venturers, co-conspirators, and/or alter egos of each of the other Defendants,  
25 and in doing the things hereinafter alleged, were acting within the course and scope of said  
26 agency, employment, partnership, joint venture, conspiracy, and/or alter ego relationship.  
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1 Plaintiff is further informed and believes that Defendants OK Stone and Intersection Capital  
2 operated as a single enterprise and/or joint employers with respect to Plaintiff's  
3 employment.  
4

### 5 **JURISDICTION AND VENUE**

- 6 8. This Court has jurisdiction over this action pursuant to the California Constitution, Article  
7 VI, Section 10, as this is a case in law and equity.
- 8 9. Venue is proper in the Superior Court for the County of San Diego pursuant to California  
9 Code of Civil Procedure § 395(a) because the wrongful conduct, employment-related  
10 activities, and injuries giving rise to this action occurred in this County, and this is the  
11 County where Plaintiff resides and where Defendants maintain their principal places of  
12 business in California.  
13

### 14 **ADMINISTRATIVE EXHAUSTION**

- 15 10. On or about July 15, 2025, Plaintiff filed a verified Complaint of Discrimination with the  
16 California Civil Rights Department ("CRD") against Defendants, alleging violations of  
17 FEHA. Plaintiff has obtained or will obtain a Notice of Right-to-Sue from the CRD.  
18
- 19 11. On or about July 15, 2025, pursuant to California Labor Code § 2699.3, Plaintiff provided  
20 written notice by certified mail to the Labor and Workforce Development Agency  
21 ("LWDA") and to Defendants of the specific provisions of the Labor Code alleged to have  
22 been violated. Plaintiff has complied with, or will have complied with, all administrative  
23 prerequisites for filing a civil action under PAGA prior to trial.  
24

### 25 **GENERAL FACTUAL ALLEGATIONS**

#### 26 **A. The Fraudulent Inducement: A Bait-and-Switch Scheme**

- 27 12. In or around May 2025, Defendants, through their authorized agent, executive recruiting  
28 firm Paul Mitchell Group, solicited Ms. Hardy for the position of "Chief of Staff."

1 13. The role was explicitly presented as a full-time, on-site executive position at Defendants’  
2 Carlsbad, California headquarters, reporting directly to the CEO. The job description  
3 detailed duties integral to Defendants’ core strategic and operational management.

4 14. To induce Ms. Hardy to accept the position, Defendants’ agent made numerous  
5 representations consistent with a W-2 employment relationship. On or about May 3, 2025,  
6 the recruiter informed Ms. Hardy that the role offered a base salary of “\$100K with great  
7 benefits.” Later, the recruiter provided Ms. Hardy with a company benefits summary sheet,  
8 reinforcing the promise of an employment relationship.

9 15. Relying on these representations of employment, salary, and benefits, Ms. Hardy accepted  
10 the Chief of Staff position, ceasing her search for other employment opportunities.

11  
12 **B. Willful Misclassification and the Pretextual “Services Agreement”**

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14 16. Despite inducing Ms. Hardy with promises of employment, Defendants concocted a scheme  
15 to misclassify her as an independent contractor to deny her legal protections and benefits.

16 17. On or about May 15, 2025, after Ms. Hardy had already accepted the role based on  
17 representations of employment, Defendants presented her with a boilerplate document titled  
18 “Professional Services Agreement.” This agreement, which falsely labeled Ms. Hardy a  
19 “Vendor,” was a pretextual attempt to circumvent California law and did not reflect the  
20 reality of the work relationship.

21  
22 18. The reality of Ms. Hardy’s role satisfies the “ABC Test” for employee status established  
23 in *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal. 5th 903 (2018), and codified in  
24 Labor Code § 2775.

25 **(A) Control:** Ms. Hardy was not free from Defendants’ control. She worked on-site,  
26 reported directly to the CEO, was issued company email addresses, was given specific tasks  
27 and directives, and was integrated into Defendants’ executive team.

28 **(B) Course of Business:** Her work as Chief of Staff—overseeing strategic initiatives and

1 daily operations—was central to, and within the usual course of, Defendants’ business, not  
2 outside of it.

3 **(C) Independent Trade:** Ms. Hardy is not customarily engaged in an independently  
4 established business as a “Chief of Staff.” She was recruited for this specific, integral role  
5 with Defendants.  
6

7 **C. Discriminatory Termination and Pretextual Justification**

8 19. Ms. Hardy is a survivor of a [REDACTED]). Plaintiff is informed and  
9 believes, and thereon alleges, that her condition was perceived and regarded by Defendants’  
10 management as a disability.

11 20. Shortly after commencing her role, on or about June 4, 2025, Defendants abruptly  
12 terminated Ms. Hardy without warning during a Zoom call.  
13

14 21. The reason provided for her termination—that Defendants decided they “no longer need  
15 someone located in California” for an on-site Chief of Staff role in Carlsbad—is  
16 transparently false and pretextual. This nonsensical justification is powerful circumstantial  
17 evidence of a discriminatory and retaliatory motive.

18 22. Defendants failed to engage in any good-faith interactive process to discuss Ms. Hardy’s  
19 role or explore any potential accommodations before terminating her.  
20

21 **D. Post-Termination Unlawful Conduct**

22 23. Upon termination, Defendants willfully failed to pay Ms. Hardy all wages owed, in violation  
23 of Labor Code § 201.

24 24. On or about July 14, 2025, more than a month after her termination, Defendants made a  
25 defective and incomplete tender of payment. The check was made out to the wrong name  
26 (“Cristina Hardy”), and the accompanying wage statement documented a different net pay  
27 amount than the check itself, rendering the tender invalid. The cover letter accompanying  
28

1 this defective tender further admitted to excluding certain penalties, confirming the  
2 willfulness of Defendants' failure to pay all amounts due.

3 **FIRST CAUSE OF ACTION**

4 **(Wrongful Termination in Violation of Public Policy)**

5 **(Against All Defendants)**

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7 25. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 24 as  
8 though fully set forth herein.

9 26. At all relevant times, an employment relationship existed between Plaintiff and Defendants.

10 27. On or about June 4, 2025, Defendants terminated Plaintiff's employment.

11 28. The termination of Plaintiff's employment was a violation of fundamental public policies of  
12 the State of California, including, but not limited to:

13  
14 a. The policy against employment discrimination on the basis of a perceived physical  
15 disability, as embodied in FEHA, California Government Code § 12900 et seq.;

16 b. The policy against retaliating against an individual for asserting rights protected by FEHA  
17 and the Labor Code; and

18 c. The policy requiring employers to properly classify and pay employees all wages due and  
19 provide requisite benefits and protections, as embodied in the California Labor Code.

20 29. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered and  
21 will continue to suffer damages, including lost wages, benefits, and other economic losses,  
22 as well as non-economic damages for emotional distress, humiliation, and mental anguish, in  
23 an amount to be proven at trial.

24  
25 30. Defendants' conduct was carried out with malice, oppression, and fraud, entitling Plaintiff to  
26 an award of punitive damages.

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2 **SECOND CAUSE OF ACTION**

3 **(Disability Discrimination — Cal. Gov't Code § 12940(a))**

4 **(Against All Defendants)**

5 31. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 30 as  
6 though fully set forth herein.

7  
8 32. FEHA prohibits employers from terminating employees because of a physical disability or a  
9 perceived physical disability.

10 33. Defendants regarded Plaintiff as having a [REDACTED].

11 34. Plaintiff was qualified and able to perform the essential duties of her position.

12 35. Defendants subjected Plaintiff to an adverse employment action by terminating her  
13 employment.

14 36. Plaintiff's perceived disability was a substantial motivating reason for Defendants' decision  
15 to terminate her employment.

16  
17 37. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff has  
18 suffered damages in an amount to be proven at trial. Defendants' conduct was malicious,  
19 oppressive, and fraudulent, warranting an award of punitive damages.

20 **THIRD CAUSE OF ACTION**

21 **(Failure to Prevent Discrimination — Cal. Gov't Code § 12940(k))**

22 **(Against All Defendants)**

23  
24 38. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 37 as  
25 though fully set forth herein.

26 39. FEHA requires employers to take all reasonable steps necessary to prevent discrimination  
27 from occurring.  
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1 40. Defendants failed to take such reasonable steps, in that they terminated Plaintiff for  
2 discriminatory reasons and failed to have policies and procedures in place to prevent such  
3 discrimination.  
4

5 41. As a direct and proximate result of Defendants' failure to prevent discrimination, Plaintiff  
6 suffered the harm alleged herein.

7 **FOURTH CAUSE OF ACTION**

8 **(Failure to Engage in the Interactive Process — Cal. Gov't Code § 12940(n))**

9 **(Against All Defendants)**

10 42. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 41 as  
11 though fully set forth herein.  
12

13 43. FEHA requires an employer to engage in a timely, good-faith, interactive process with an  
14 employee it knows or regards as having a disability to determine effective reasonable  
15 accommodations.  
16

17 44. Defendants knew of or regarded Plaintiff as having a disability that may require  
18 accommodation.  
19

20 45. Defendants failed to engage in this mandatory interactive process with Plaintiff. Instead of  
21 exploring accommodations, Defendants summarily terminated her employment.  
22

23 46. As a direct and proximate result of Defendants' failure, Plaintiff suffered damages as alleged  
24 herein.  
25

26 **FIFTH CAUSE OF ACTION**

27 **(Failure to Provide Reasonable Accommodation — Cal. Gov't Code § 12940(m))**

28 **(Against All Defendants)**

47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 46 as  
though fully set forth herein.

1 48. FEHA requires employers to make reasonable accommodations for the known physical or  
2 mental disability of an employee.

3 49. Defendants were aware of or regarded Plaintiff as having a disability. Plaintiff was a  
4 qualified individual able to perform the essential functions of her job.

5 50. Defendants failed to provide a reasonable accommodation for Plaintiff's perceived  
6 disability.

7  
8 51. As a direct and proximate result of Defendants' failure to accommodate, Plaintiff has  
9 suffered damages as alleged herein.

10 **SIXTH CAUSE OF ACTION**

11 **(Retaliation — Cal. Gov't Code § 12940(h))**

12 **(Against All Defendants)**

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14 52. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 51 as  
15 though fully set forth herein.

16 53. FEHA prohibits retaliation against any person for opposing practices forbidden under the  
17 Act.

18 54. Plaintiff engaged in protected activity by implicitly asserting her rights to be free from  
19 disability discrimination and to be properly classified as an employee.

20 55. Defendants subjected Plaintiff to an adverse employment action by terminating her  
21 employment. A causal link exists between the protected activity and the termination.

22  
23 56. As a direct and proximate result of Defendants' retaliatory conduct, Plaintiff has suffered  
24 damages as alleged herein. Defendants' conduct was malicious, oppressive, and fraudulent,  
25 warranting an award of punitive damages.  
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1 **SEVENTH CAUSE OF ACTION**

2 **(Willful Misclassification — Cal. Lab. Code §§ 226.8, 2753)**

3 **(Against All Defendants)**

4 57. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 56 as  
5 though fully set forth herein.

6 58. Defendants willfully misclassified Plaintiff as an independent contractor when she was, in  
7 fact, an employee under California law.

8 59. This willful misclassification was a voluntary and intentional violation of a known legal  
9 duty.

10 60. Pursuant to Labor Code § 226.8, Plaintiff is entitled to recover civil penalties for this willful  
11 misclassification.  
12

13 **EIGHTH CAUSE OF ACTION**

14 **(Failure to Pay Wages Upon Termination (Waiting Time Penalties) — Cal. Lab. Code**  
15 **§§ 201-203)**

16 **(Against All Defendants)**

17 61. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 60 as  
18 though fully set forth herein.

19 62. Upon terminating Plaintiff's employment, Defendants willfully failed to pay all of her  
20 earned wages immediately, as required by Labor Code § 201.

21 63. Pursuant to Labor Code § 203, Plaintiff is entitled to recover waiting time penalties equal to  
22 her daily rate of pay for each day she was not paid, up to a maximum of thirty (30) days.  
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1 **NINTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Itemized Wage Statements — Cal. Lab. Code § 226)**

3 **(Against All Defendants)**

4 64. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 63 as  
5 though fully set forth herein.

6  
7 65. During Plaintiff's employment, Defendants knowingly and intentionally failed to provide  
8 her with accurate, itemized wage statements containing all information required by Labor  
9 Code § 226(a). In fact, Defendants provided no wage statements at all due to the  
10 misclassification.

11 66. As a result of this failure, Plaintiff has suffered injury and is entitled to recover statutory  
12 penalties, damages, and costs pursuant to Labor Code § 226(e).

13 **TENTH CAUSE OF ACTION**

14 **(Failure to Reimburse Business Expenses — Cal. Lab. Code § 2802)**

15 **(Against All Defendants)**

16  
17 67. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 66 as  
18 though fully set forth herein.

19 68. During her employment, Plaintiff incurred necessary business-related expenses for the direct  
20 benefit of Defendants, including but not limited to the use of her personal cell phone and  
21 home office equipment.

22  
23 69. Defendants failed to indemnify and reimburse Plaintiff for these necessary expenses, in  
24 violation of Labor Code § 2802.

1 **ELEVENTH CAUSE OF ACTION**

2 **(Fraudulent Inducement)**

3 **(Against All Defendants)**

4 70. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 69 as  
5 though fully set forth herein.

6  
7 71. As alleged with specificity above, Defendants, directly and through their agents, made  
8 material representations to Plaintiff that the Chief of Staff position was a W-2 employee role  
9 with benefits.

10 72. These representations were false. At the time they were made, Defendants had no intention  
11 of employing Plaintiff as a W-2 employee and instead planned to misclassify her as an  
12 independent contractor.

13  
14 73. Defendants made these false representations with the intent to deceive and induce Plaintiff  
15 to accept the position and forgo other employment opportunities.

16 74. Plaintiff justifiably relied on these misrepresentations to her detriment by accepting the  
17 position.

18 75. As a direct and proximate result of Defendants' fraud, Plaintiff has suffered significant  
19 economic and non-economic damages. Defendants' conduct was intentional and despicable,  
20 warranting the imposition of punitive damages.

21 **TWELFTH CAUSE OF ACTION**

22 **(Violation of Unfair Competition Law — Cal. Bus. & Prof. Code § 17200 et seq.)**

23 **(Against All Defendants)**

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25 76. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 75 as  
26 though fully set forth herein.

27 77. Defendants have engaged in business acts and practices that are unlawful, unfair, and  
28 fraudulent within the meaning of Business and Professions Code § 17200 et seq.

1 78. Defendants' conduct is **unlawful** because it violates, inter alia, FEHA and the California  
2 Labor Code sections cited herein.

3 79. Defendants' conduct is **unfair** because it offends established public policy and is immoral,  
4 unethical, oppressive, and substantially injurious to consumers and employees.

5 80. Defendants' conduct is **fraudulent** because their "bait-and-switch" misclassification scheme  
6 is a practice in which members of the public are likely to be deceived.

7  
8 81. As a result of these unlawful practices, Plaintiff has lost money or property and is entitled to  
9 restitution and injunctive relief.

10 **THIRTEENTH CAUSE OF ACTION**

11 **(Declaratory Relief)**

12 **(Against All Defendants)**

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14 82. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 81 as  
15 though fully set forth herein.

16 83. An actual and justiciable controversy has arisen and now exists between Plaintiff and  
17 Defendants concerning their respective rights and duties. Plaintiff contends she was an  
18 employee at all times and that the "Professional Services Agreement" is void and  
19 unenforceable as it violates public policy and is an unlawful attempt to waive non-waivable  
20 employee rights. Defendants dispute this and contend Plaintiff was an independent  
21 contractor.

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23 84. A judicial declaration is necessary and appropriate at this time so that the parties may  
24 ascertain their rights and duties.

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**FOURTEENTH CAUSE OF ACTION**

**(Civil Penalties Under PAGA — Cal. Lab. Code § 2698 et seq.)**

**(Plaintiff on Behalf of Herself and Other Aggrieved Employees vs. All Defendants)**

85. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 84 as though fully set forth herein.

86. Plaintiff is an “aggrieved employee” as defined by Labor Code § 2699(c).

87. At all relevant times, Defendants were employers who employed Plaintiff and other individuals in California.

88. During the relevant period, Defendants committed one or more violations of the Labor Code as to Plaintiff and other aggrieved employees, including but not limited to, violations of sections 201, 202, 203, 226, 226.8, 510, 1194, 2753, and 2802.

89. Pursuant to Labor Code § 2699.3, Plaintiff has provided notice of these violations to the LWDA and Defendants. Plaintiff has exhausted, or will have exhausted by the time of trial, all administrative requirements under PAGA.

90. Plaintiff, on behalf of herself and all other current and former aggrieved employees of Defendants in California, seeks recovery of all applicable civil penalties for the violations alleged herein.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For general, special, and compensatory damages, including for lost wages, earnings, and other employee benefits, in an amount to be determined at trial;
2. For non-economic damages for emotional distress, mental anguish, and humiliation, in an amount to be determined at trial;

3. For punitive and exemplary damages in an amount sufficient to punish and deter Defendants;
4. For statutory waiting time penalties pursuant to Labor Code § 203;
5. For statutory penalties for wage statement violations pursuant to Labor Code § 226;
6. For civil penalties for willful misclassification pursuant to Labor Code § 226.8;
7. For civil penalties under PAGA for all applicable Labor Code violations;
8. For restitution and disgorgement of all ill-gotten gains and for injunctive relief under Business and Professions Code § 17200 et seq.;
9. For a judicial declaration that Plaintiff was an employee of Defendants and that the “Professional Services Agreement” is void;
10. For reasonable attorneys’ fees and costs of suit, pursuant to FEHA, the Labor Code, and other applicable law;
11. For prejudgment and post-judgment interest as allowed by law; and
12. For such other and further relief as the Court may deem just and proper.

#### **DEMAND FOR JURY TRIAL**

WHEREFORE, Pursuant to Code of Civil Procedure section 631, Plaintiff hereby demand a trial by jury on all issues triable as a matter of right.

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Dated: July 15, 2025

**JACK FERNANDES LAW, APC**

By: \_\_\_\_\_

JACK J. FERNANDES

Attorney for Plaintiff, CHRISTINA HARDY

**VERIFICATION**

I, CHRISTINA HARDY, am the Plaintiff in the above-entitled action. I have read the foregoing Verified Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 15, 2025, at San Diego, California.

\_\_\_\_\_  
/s/ CHRISTINA HARDY

*Plaintiff*