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ELECTRONICALLY
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Superior Court of California,
County of San Francisco

10/17/2025
Clerk of the Court
BY: WILMA CORRALES
Deputy Clerk

ATTORNEYS FOR PLAINTIFF
TALECIA PETERSON

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

TALECIA PETERSON, an individual;

Case No.: **CGC-25-630361**

PLAINTIFF,

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

vs.

MC GEE AIR SERVICES, INC., a Delaware
corporation; and DOES 1 through 50,
DEFENDANT,

DEFENDANT.

- (1) FAILURE TO PAY MINIMUM WAGES;
- (2) FAILURE TO PAY OVERTIME WAGES;
- (3) FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS;
- (4) FAILURE TO PAY ALL WAGES AT TERMINATION;
- (5) RETALIATION IN VIOLATION OF LABOR CODE §1102.5;
- (6) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
- (7) FAILURE TO TIMELY PERMIT INSPECTION OF PERSONNEL FILE AND WAGE RECORDS.

PLAINTIFF TALECIA PETERSON (hereinafter "PLAINTIFF") files her Complaint against DEFENDANT MCGEE AIR SERVICES, INC., a Delaware corporation and DOES 1 through 50 (collectively "DEFENDANT"), alleges as follows:

PARTIES

1. PLAINTIFF TALECIA PETERSON ("PLAINTIFF") is an individual residing in the State of California who performed work for DEFENDANT at San Francisco International Airport.

2. DEFENDANT MCGEE AIR SERVICES, INC. (“DEFENDANT”) is a Delaware corporation doing business in the State of California, including San Francisco County.

3. At all times relevant herein, PLAINTIFF was employed by DEFENDANT as a non-exempt hourly employee in the position of Baggage Handler. Throughout her employment, DEFENDANT exercised control over PLAINTIFF's wages, hours, and working conditions.

4. The true names and capacities of DOES 1 through 50 are presently unknown to PLAINTIFF, who therefore sues said DEFENDANTs by such fictitious names. PLAINTIFF will amend this Complaint to allege their true names and capacities when ascertained. PLAINTIFF is informed and believes that each DOE DEFENDANT is responsible for the acts alleged herein.

5. PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANT engaged in the acts alleged herein and/or condoned, permitted, authorized, and/or ratified the conduct of its employees and/or agents, and are liable for the wrongful conduct of its employees and/or agents as alleged herein.

6. PLAINTIFF is informed and believes and thereon alleges that, at all relevant times mentioned herein, DEFENDANTS were an alter-ego of each and every other defendant. Unity of interest and ownership existed such that the separate personalities each of DEFENDANT never existed or ceased to exist. Further, if the acts are treated as those of one of the DEFENDANTS alone, an inequitable result will follow. Accordingly, PLAINTIFF alleges that each DEFENDANT was an alter-ego of each and every other DEFENDANT and vice versa.

VENUE AND JURISDICTION

7. This Court has jurisdiction over this matter because DEFENDANT conducts business in and has substantial contacts within the State of California and in San Francisco County specifically.

8. Venue is proper in the County of San Francisco because PLAINTIFF performed work for DEFENDANT in San Francisco County and DEFENDANT had control over PLAINTIFF's wages, hours, or working conditions in San Francisco County.

FACTUAL ALLEGATIONS

8. On or about November 19, 2024, PLAINTIFF received an Offer Letter from DEFENDANT for employment as a Ramp Agent/Baggage Handler at San Francisco International Airport.

1 PLAINTIFF's employment with DEFENDANT continued until her wrongful termination on or about
2 May 27, 2025. PLAINTIFF's last hourly rate of pay was \$22.78 per hour.

3 9. As a condition of hire, PLAINTIFF and other similarly situated employees were required to
4 complete certain activities (drug test, background check, badging). In addition, DEFENDANT
5 required Plaintiff and other similarly situated employees to attend **other onboarding activities that**
6 **were not true conditions of employment** but were nevertheless mandatory and employer-controlled,
7 including:

- 8 ○ **Nov. 21, 2024** – onboarding appointment at SFO;
- 9 ○ **Nov. 26, 2024** – fingerprinting appointment at SFO;
- 10 ○ **Dec. 23, 2024** – security training and badging.

11 10. For PLAINTIFF, these activities totaled approximately **7 hours and 45 minutes**. They were
12 mandatory, scheduled and controlled by DEFENDANT, and PLAINTIFF was required to remain
13 until dismissed. Under California's "suffer or permit to work" standard, this time constitutes
14 compensable work. DEFENDANT did not pay PLAINTIFF for the majority of this time nor did it
15 pay this time for similarly situated employees and maintains a systemic practice of not paying for this
16 time.

17 11. Furthermore, PLAINTIFF and other similarly situated employees were required to complete
18 multiple onboarding documents off-the-clock. For example, on November 20, 2024, PLAINTIFF wa
19 required to complete the following onboarding documents, including but not limited to: (a)
20 Attendance Policy for Union Team Members; (b) Confidentiality Agreement; (c) Alaska Air Group
21 Customs Seal Awareness; (d) Disclosure and Authorization for Consumer Reports; (e) Driving
22 Record Check Consent Form; (f) SFO National IAM Benefit Trust Fund Election and Waiver of
23 Benefits; (g) National IAM Benefit Trust Fund Enrollment Form; (h) Eligible Dependent
24 Certification; (i) Emergency Contact Information; (j) Employee Pay Selection Record and Direct
25 Deposit Authorization; (k) Electronic Pay Statement Acknowledgement; (l) San Francisco Health
26 Care Accountability Ordinance Employee Voluntary Waiver Form; (m) Hepatitis B Vaccination
27 Consent; and, (n) Notice to Employee pursuant to Labor Code section 2810.5. PLAINTIFF and other
28 similarly situated employees were not compensated for the time it took them to review and execute

1 any of these documents as DEFENDANT maintains a systemic policy and practice of not paying for
2 these off-the-clock work activities.

3 12. DEFENDANT further misclassified PLAINTIFF's start date as January 6, 2025, thereby
4 omitting all prior onboarding work from her payroll records and wage statements. Her first paycheck,
5 issued January 24, 2025, failed to compensate her for the onboarding activities described above.

6 13. PLAINTIFF initiated repeated communications to resolve Defendant's failure to pay for off
7 the clock activities. Specifically, on **February 19, 2025**, she emailed HR specialist Jocelyne Diaz
8 with questions about her onboarding records. On **February 20, 2025**, PLAINTIFF sent a detailed
9 email to HR Generalist Ariel Woods, copied to Diaz, HR Director Frans Miller, and the SFO HR
10 Team, explicitly citing California law. PLAINTIFF wrote: "If an employer requires you to be
11 somewhere at a specific time for a job-related reason, it is considered 'work,' and you must be paid
12 for that time."

13 14. She then listed each unpaid appointment: "*Unpaid drug test appointment (Nov. 20, 2024) ...*
14 *Unpaid onboarding appointment (Nov. 21, 2024) ... Unpaid fingerprinting appointment (Nov. 26,*
15 *2024) ... Unpaid security training & badging (Dec. 23, 2024).*"

16 15. HR Generalist Woods replied: "While we do compensate for time spent completing the CBT
17 test at the SFO badging office, other pre-employment activities, such as background checks,
18 fingerprinting, and drug testing, are not considered paid time. That said, we have added 2.5 hours for
19 your CBT appointment to your timecard for this week." However, PLAINTIFF was paid for only **2**
20 **hours** of this time.

21 16. On **March 4, 2025**, PLAINTIFF sent a follow-up email to DEFENDANT'S Human Resources
22 department after receiving no substantive response to her wage complaints. PLAINTIFF documented
23 that DEFENDANT had ceased all communications regarding the unpaid wages after February 20,
24 2025. PLAINTIFF further documented that DEFENDANT informed her that partial payment for the
25 December 23, 2024 computer-based training would be issued via direct deposit on March 7, 2025,
26 and that this partial payment would be received 74 days after the work was actually performed.
27 PLAINTIFF noted that all additional required appointments listed in her February 20, 2025 email
28 remained completely unpaid.

1 17. PLAINTIFF underscored her good faith: “Please note this email is written verification that I
2 have acted in good faith to resolve the matter amicably with my employer, and now move to seek any
3 and all damages related to the refusal of compensation for remaining unpaid work performed prior to
4 January 24, 2025.”

5 18. Furthermore, throughout her employment, PLAINTIFF regularly worked in excess of 8 hours
6 per day and 40 hours per workweek without receiving proper overtime compensation. PLAINTIFF
7 is informed and believed that there are similarly situated employees who also worked these hours but
8 were not paid the proper overtime compensation based on DEFENDANT’S systemic policy and
9 practice of omitting these payments. In this instance, DEFENDANT failed to compensate
10 PLAINTIFF at one and one-half times her regular rate of pay for these overtime hours. Specifically,
11 DEFENDANT's practice was to schedule PLAINTIFF to work multiple shifts in a single day, as
12 reflected in DEFENDANT's scheduling documents. On numerous occasions, these multiple shifts
13 caused PLAINTIFF to exceed 8 hours of work in a single workday, but DEFENDANT failed to
14 compensate PLAINTIFF at the overtime rate for hours worked in excess of 8 hours per day. To that
15 end, PLAINTIFF worked multiple shifts totaling more than 8 hours in a single workday on the
16 following dates, without receiving proper overtime compensation: February 15, 2025; February 23,
17 2025; March 2, 2025; March 14, 2025; March 21, 2025; March 28, 2025; April 4, 2025; and April 6,
18 2025.¹

19 19. On **May 25, 2025**, PLAINTIFF sent an email from her work Outlook account to
20 DEFENDANT'S administrative team, copying the Human Resources department, notifying
21 DEFENDANT that on May 15, 2025, she had been called into the office for a meeting and that the
22 meeting caused her to exceed 8 hours of work that day. PLAINTIFF requested that she be paid
23 overtime for that time in accordance with California law.

24
25
26 ¹ On February 15, 2025, PLAINTIFF worked 16.07 total hours but received only 3.3 overtime hours instead of the 8.07
27 owed (4.77 hours unpaid); on February 23 and March 2, 2025, she worked 16 and 16.03 total hours respectively but
28 received only 4.12 combined overtime hours instead of the 16.03 owed (11.91 hours unpaid); and on March 14, 2025,
she worked 14.98 total hours but received zero overtime hours instead of the 6.98 owed. On March 21 and March 28,
2025, PLAINTIFF worked 16 total hours each day but received zero overtime hours instead of the 16 owed (16 hours
unpaid). On April 4 and April 6, 2025, PLAINTIFF worked 16.02 and 16.75 total hours respectively but received only
0.08 combined overtime hours instead of the 16.77 owed (16.69 hours unpaid).

1 20. Despite PLAINTIFF's persistence and repeated efforts, DEFENDANT terminated her on or
2 about **May 27, 2025**, just weeks after her protected complaints concerning omissions in pay for off
3 the clock workand days after her request to be paid the overtime wages she was owed.

4 21. PLAINTIFF is informed and believes and thereon alleges that DEFENDANT'S stated reasons
5 for termination, if any, were pretextual, and that DEFENDANT terminated PLAINTIFF in retaliation
6 for her protected wage and hour complaints,, including her February 2025 emails and her May 25,
7 2025 email demanding overtime compensation.

8 22. On May 25, 2025, PLAINTIFF timely requested that DEFENDANT produce her personnel
9 files and wage records pursuant to California Labor Code 1198.5 and 226(b). However,
10 DEFENDANT'S waited until September 5, 2025 to produce certain responsive documents which is
11 beyond the required statutory cut off period. DEFENDANT's delay resulted in PLAINTIFF being
12 unable to timely assess potential Labor Code and/or common law workplace-based violations and
13 eroded statutory periods of liability resulting in irreparable injury to PLAINTIFF without adequate
14 remedy at law. With regard to the instant controversy, therefore, an order compelling DEFENDANT
15 to timely produce all relevant documents is necessary and without such order, PLAINTIFF and other
16 similarly situated employees remain at risk of being unable to fully investigate and allege any
17 potential workplace violations committed by DEFNDANTS.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME WAGES**

20 **(Against All DEFENDANTS, Including Does 1-50)**

21 23. PLAINTIFF re-alleges and incorporates by reference each and every preceding paragraph as
22 though fully set forth herein.

23 24. California Labor Code §§ 510 and 1194 require that employees be compensated at the
24 overtime rate for hours worked in excess of 8 in a workday or 40 in a workweek.

25 25. PLAINTIFF regularly worked hours under DEFENDANT's control beyond statutory
26 thresholds without proper overtime compensation, including mandatory training sessions and delayed
27 credited hours.

1 26. DEFENDANT's failure to pay overtime wages caused PLAINTIFF to suffer damages in the
2 form of unpaid wages, penalties, interest, and attorneys' fees.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY MINIMUM WAGES**

5 **(Against All DEFENDANTS, Including Does 1-50)**

6 27. PLAINTIFF re-alleges and incorporates by reference each and every preceding paragraph as
7 though fully set forth herein.

8 28. California Labor Code §§ 1194, 1194.2, 1197, and 1198 require employers to pay employees
9 at least the minimum wage for all hours worked.

10 29. DEFENDANT required PLAINTIFF to attend and complete mandatory onboarding activities
11 controlled by DEFENDANT, including: (a) attending appointments at specific times and locations
12 designated by DEFENDANT on November 20, 21, and 26, 2024, and December 23, 2024; and (b)
13 reading, understanding, and completing fourteen (14) mandatory onboarding documents totaling on
14 November 20, 2024. These activities were not voluntary and were necessary for PLAINTIFF to
15 commence her employment. The onboarding activities were scheduled and controlled by
16 DEFENDANT, and performed at times and locations designated by DEFENDANT.

17 30. DEFENDANT failed to pay PLAINTIFF minimum wages for this time.

18 31. As a direct result, PLAINTIFF has suffered damages in the form of unpaid wages, liquidated
19 damages, interest, and attorneys' fees.

20 **THIRDIRD CAUSE OF ACTION**

21 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

22 **(Against All DEFENDANTS, Including Does 1-50)**

23 32. PLAINTIFF re-alleges and incorporates by reference each and every preceding paragraph as
24 though fully set forth herein.

25 33. California Labor Code § 1102.5 prohibits an employer from retaliating against an employee
26 for disclosing or complaining about violations of state or federal law.

27 34. PLAINTIFF engaged in protected activity by:

- 28 ○ Repeatedly complaining in writing to HR (February 19 and 20, 2025 emails);

○ Following up on March 4, 2025, documenting DEFENDANT's continued violations;

and,

- Filing a complaint with the Labor Commissioner.

35. DEFENDANT had actual knowledge of PLAINTIFF's protected complaints through the direct communications to multiple HR personnel identified in paragraph 29 above.

36. DEFENDANT retaliated by terminating PLAINTIFF within weeks of these protected activities.

37. A causal connection exists between PLAINTIFF's protected activities and her termination, as demonstrated by the temporal proximity of the termination occurring approximately three weeks after PLAINTIFF's March 4, 2025 email explicitly stating her intent to seek damages, and approximately five weeks after her initial detailed February 20, 2025 complaint citing California law.

38. PLAINTIFF is informed and believes that DEFENDANT terminated her employment in retaliation for engaging in protected activity under Labor Code section 1102.5, and that DEFENDANT's stated reason for termination, if any, was pretextual.

39. As a direct and proximate result of DEFENDANT's retaliation, PLAINTIFF suffered damages including lost wages, benefits, and emotional distress. PLAINTIFF seeks compensatory damages, civil penalties, and attorneys' fees.

FOURTH CAUSE OF ACTION

FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS

[California Labor Code § 226]

(PLAINTIFF Against All DEFENDANTs, Including Does 1-50)

40. PLAINTIFF re-alleges each and every paragraph of this Complaint as though fully set forth herein.

41. Labor Code section 226 requires an employer to furnish its employees with an accurate itemized wage statement in writing showing, among other things: (1) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked by each respective individual; (2) total hours worked by each respective individual; (3) gross wages earned; (4) net wages earned; (5) all deductions; (6) inclusive dates of the period for which the employee is

1 paid; (7) the name of the employee and an employee identification or social security number; and (8)
2 the name and address of the legal entity that is the employer.

3 42. As a pattern and practice, in violation of Labor Code section 226(a), DEFENDANT failed to
4 provide PLAINTIFF with accurate itemized wage statements, by failing to include all hours worked
5 on her paystub, including omitting to include premium payments for missed meal breaks. As a result
6 of DEFENDANT's failure to provide accurate itemized wage statements, PLAINTIFF suffered actual
7 damages and harm by being unable to determine PLAINTIFF's applicable hourly rate or the amount
8 of overtime worked for each pay period, which prevented PLAINTIFF from becoming aware of these
9 violations and asserting their statutory protections under California law.

10 43. Pursuant to Labor Code section 226(e), PLAINTIFF is entitled to recover the greater of all
11 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one
12 hundred dollars (\$100.00) for each violation in a subsequent pay period, not exceeding an aggregate
13 penalty of four thousand dollars (\$4,000.00).

14 44. PLAINTIFF is entitled to an award of costs and attorneys' fees under Labor Code section
15 226(e)(1).

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY ALL WAGES AT TERMINATION / WAITING TIME PENALTIES**

18 **(Labor Code Section 203)**

19 **(PLAINTIFF Against All DEFENDANTS, Including Does 1-50)**

20 45. PLAINTIFF re-alleges and incorporates by reference each and every preceding paragraph as
21 though fully set forth herein.

22 46. California Labor Code §§ 201–203 require employers to pay all wages due immediately upon
23 termination.

24 47. When PLAINTIFF was terminated on March 26, 2025, DEFENDANT willfully failed to pay
25 all wages owed, including unpaid overtime and minimum wages.

26 48. As a result, PLAINTIFF is entitled to waiting time penalties for each day that wages remained
27 unpaid, up to thirty (30) days.

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1 **SIXTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 (Against All DEFENDANTS)

4 49. PLAINTIFF re-alleges and incorporates by reference each and every preceding paragraph as
5 though fully set forth herein.

6 50. California public policy protects employees from retaliation and termination for asserting
7 rights under the Labor Code.

8 51. By terminating PLAINTIFF for asserting her rights to minimum wage and overtime
9 compensation, DEFENDANT violated fundamental public policy.

10 52. As a result, PLAINTIFF suffered lost wages, lost benefits, emotional distress, and other
11 damages. PLAINTIFF seeks compensatory and punitive damages.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO TIMELY PRODUCE DOCUMENTS AND RECORDS**

14 **(Against All DEFENDANTS, Including Does 1-50)**

15 53. Plaintiff re-alleges and incorporated by reference the preceding paragraphs in their entirety as
16 though they were fully alleged and set forth herein.

17 54. California Labor Code section 1198.5 (k) states, "If an employer fails to permit a
18 current or former employee, or his or her representative, to inspect or copy personnel records within
19 the times specified in this section, or times agreed to by mutual agreement as provided in this section,
20 the current or former employee or the Labor Commissioner may recover a penalty of seven hundred
21 fifty dollars (\$750) from the employer. California Labor Code section 1198.5 (I) goes on to state, "A
22 current or former employee may also bring an action for injunctive relief to obtain compliance with
23 this section, and may recover costs and reasonable attorney's fees in such an action."

24 55. Labor Code section 226(b) states, that an employer shall, "afford current and former
25 employees the right to inspect or copy records pertaining to their employment, upon reasonable
26 request to the employer." Labor Code 226(f) states, "a failure by an employer to permit current or
27 former employees to inspect or copy records within the time set forth in subdivision (c) entitles the
28 current or former employee to recover \$750 penalty from the employer." Labor Code section 226(h)

1 states, "(a)n employee may also bring an action for injunctive relief to ensure compliance with this
2 section, and is entitled to an award of costs and reasonable attorney's fees."

3 56. An actual controversy now exists between PLAINTIFF and DEFENDANT with
4 regard to DEFENDANT'S failure to timely produce documents and records pertaining to
5 PLAINTIFF'S employment and compensation with DEFENDANT and to which PLAINTIFF is
6 entitled pursuant to express statutory authority, specifically California Labor Code sections 226(b)
7 and 1198.5.

8 57. PLAINTIFF has incurred and will continue to incur attorneys' fees and costs in
9 enforcing her rights as well as those of similarly situated employees under Labor Code sections 226(b)
10 and 1198.5.

11 58. PLAINTIFF seeks a judicial order compelling DEFENDANT to timely comply with
12 Labor Code sections 226(b) and 1198.5 and timely produce PLAINTIFF'S and other similarly situated
13 employees' personnel files and wage records.

14 59. Additionally, PLAINTIFF seeks a judicial order enjoining DEFENDANT, its officers,
15 agents, employees, representatives, and all persons acting in concert with them, from failing to timely
16 comply with any current or future request by PLAINTIFF or other similarly situated employees'
17 requests for inspection and/or copies of their personnel and wage records as required by Labor Code
18 sections 226(b) and 1198.5 and for an order compelling DEFENDANT to establish and implement
19 lawful policies and procedures to ensure compliance with Labor Code sections 226(b) and 1198.5,
20 including producing records within the statutory limits; and for such other and further injunctive relief
21 as the Court deems just and proper to ensure DEFENDANT'S ongoing compliance with California
22 law.

23 60. Plaintiff seeks a judicial order compelling DEFENDANT to pay within seven (7) days
24 of the date of this Courts Order, a \$750 penalty to PLAINTIFF for DEFENDANT'S violation of
25 Labor Code section 226(f) and a \$750 penalty to PLAINTIFF for DEFENDANT'S violation of Labor
26 Code 1198.5.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANT in excess of \$150,000
3 broken down as follows:

- 4 (a) For unpaid minimum wages, overtime, meal, and rest break premiums as may be appropriate;
5 (b) For pre-judgment interest on any unpaid minimum wage or overtime compensation
6 commencing from the date such amounts were due;
7 (c) For liquidated damages;
8 (d) For statutory and civil penalties;
9 (e) For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California
10 Labor Code §§ 203, 218.5, 1102.5(f), 1194(a), 226 et seq., 1198.5 et seq., and California Code of Civil
11 Procedure § 1021.5;
12 (f) For civil penalties pursuant to Labor Code section 1102.5(f) for retaliation;
13 (g) For waiting time penalties pursuant to Labor Code section 203 equal to thirty (30) days of
14 wages and penalties for untimely payment of wages under Labor Code 204 and 210;
15 (h) For costs of suit incurred herein;
16 (i) For all actual damages;
17 (j) For a declaration that Defendant violated Plaintiff's rights under California Labor Code 226
18 and 1198.5;
19 (k) For a preliminary and permanent injunction enjoining DEFENDANT, its officers, agents,
20 employees, representatives, and all persons acting in concert with them, from failing to timely comply
21 with any current or future request by PLAINTIFF or other similarly situated employees' requests for
22 inspection and/or copies of their personnel and wage records as required by Labor Code sections
23 226(b) and 1198.5 and for an order compelling DEFENDANT to establish and implement lawful
24 policies and procedures to ensure compliance with Labor Code sections 226(b) and 1198.5, including
25 producing records within the statutory limits; and for such other and further injunctive relief as the
26 Court deems just and proper to ensure DEFENDANT'S ongoing compliance with California law;
27 (l) For restitution of unpaid wages; and
28 (m) For such other and further relief as the Court may deem equitable and appropriate.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a trial by jury on all claims.

DATED: 10/17/2025

WORKRIGHT LAW, APC

By:



Ash Bhargava
Attorneys for PLAINTIFF,
TALECIA PETERSON