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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BENITO

NORA MARIELA MORA MARTINEZ,

Plaintiff,

vs.

INFINITY STAFFING SERVICES, INC.;
ICU EYEWEAR, INC.; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: CU-24-00004

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) FAILURE TO PROVIDE REST BREAKS;**
- 8) FAILURE TO PROVIDE MEAL BREAKS;**
- 9) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 11) DISCRIMINATION ON THE BASIS OF RACE/ETHNICITY/NATIONAL ORIGIN IN VIOLATION OF FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")**
- 12) FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF FEHA;**
- 13) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
- 14) VIOLATION OF BUSINESS AND**

PROFESSIONS CODE SECTION
17200

JURY TRIAL DEMANDED

COMES NOW Plaintiff, NORA MARIELA MORA MARTINEZ (hereinafter
"Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of San Benito in this judicial district because Defendants INFINITY STAFFING SERVICES, INC., ICU EYEWEAR, INC., and DOES 1 to 25, inclusive (hereinafter collectively "INFINITY" or "Defendant(s)") do business in the County of San Benito, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Benito is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant INFINITY STAFFING SERVICES, INC. is and was a California corporation, doing business in the County of San Benito, State of California, and which employed Plaintiff. Plaintiff is further informed and believes and thereon alleges that at all times herein mentioned, Defendant ICU EYEWEAR, INC. is and was a California corporation, doing business in the County of San Benito, and which employed Plaintiff. Plaintiff further alleges that Defendants INFINITY STAFFING SERVICES, INC. and ICU EYEWEAR, INC. are considered "joint employers" of Plaintiff in that they each controlled the wages, hours, and/or working conditions of Plaintiff and other employees.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

6. Plaintiff started working at INFINITY as an eyeglass cleaner on or around 2020. Plaintiff was classified as an hourly, non-exempt employee. Plaintiff's employment ended on or around September 15, 2023.

7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court

1 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
2 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
3 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA
4 representative to sue for violations that the representative has personally suffered. The PAGA
5 statute states that an “aggrieved employee” is able to file suit on behalf of themselves and others.
6 The statute also states that an “aggrieved employee” is “any person who was employed by the
7 alleged violator and against whom one or more of the alleged violations was committed.”
8 Because at least one of the violations that Huff had alleged had affected him personally, the
9 Court of Appeal denied Securitas’ motion.
10

11 8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
12 other employees, it allows for suits broader than the specific violations the named
13 employee experienced. Therefore, even if the employee did not personally experience the Labor
14 Code violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
15 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
16 other employees, including ALL hourly, non-exempt employees, irrespective of job title or job
17 duties.
18

19 9. It is Plaintiff’s position that INFINITY has violated the following Labor Code Sections
20 against Plaintiff and other similarly situated aggrieved employees, who include all non-exempt,
21 hourly employees who worked for INFINITY at their various locations in the State of California
22 during the relevant PAGA period.
23

24 10. INFINITY violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it failed to
25 pay Plaintiff and other similarly situated aggrieved employees for all hours worked, including
26 the statutory minimum wage for all hours worked and for “off the clock” work. This is so because
27 INFINITY had a company policy wherein they would disproportionately round down the number
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1 of hours worked, resulting in "time shaving" and further resulting in aggrieved employees not
2 being paid for all hours worked. Furthermore, and to the extent that Plaintiff and others worked
3 through their meal periods while "off the clock", they were not compensated for all hours
4 worked, which would be akin to a minimum wage violation.

5 11. Due to the above "off the clock" violations, INFINITY also violated Labor Code §510
6 because it failed to pay Plaintiff and other aggrieved employees overtime compensation, even
7 though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
8 throughout their employment. Plaintiff's and other aggrieved employees' actual work hours
9 entitled them to overtime compensation, however, INFINITY did not compensate its hourly,
10 non-exempt employees with the correct amount of overtime due to the "off the clock" work and
11 time shaving as described above. Furthermore, INFINITY failed to include bonuses/incentive
12 payments in calculating employees' regular rate of pay for use in deciphering the correct
13 overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into
14 employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v.
15 Loews case.
16

17 12. INFINITY also violated Labor Code § 226.7 and the appropriate Industrial Welfare
18 Commission Wage Order no. 4/7 because it failed to provide Plaintiff and other similarly situated
19 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
20 portion thereof, throughout their employment. INFINITY did not completely relieve Plaintiff
21 and others of all duty during said rest periods. INFINITY did not pay to Plaintiff and others one
22 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
23 more statutory rest periods was not provided. It was not part of the company policy for employees
24 such as Plaintiff to take at least two full rest breaks per shift. The concept of rest breaks was not
25 consistently implemented as it was not company policy. In fact, if Plaintiff and others did get
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1 rest breaks, they would be cut short and would be less than 10 minutes as the supervisor Rosalba
2 Guzman would cut it short and tell the employees it had already been 10 minutes when it had
3 not. Moreover, there were occasions wherein management would track down employees and
4 interrupt their supposed rest breaks. As such, the culture as well as the policies and procedures
5 of INFINITY did not lend itself to the employees receiving consistent statutory rest breaks
6 wherein they were relieved of all work duties. The environment at INFINITY was not conducive
7 to receiving multiple statutory rest breaks under California law and timely, statutory rest breaks
8 were not authorized or enforced.
9

10 13. INFINITY violated Labor Code §§ 512 and 226.7 and the appropriate Industrial Welfare
11 Commission Wage Order no. 4/7 because it failed to provide hourly, non-exempt employees,
12 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
13 (5) hours of work throughout their employment. INFINITY did not completely relieve
14 Plaintiff and other employees of all duty during said meal periods. INFINITY did not pay to
15 Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular rate of
16 compensation for each workday that one or more statutory meal periods was not provided. The
17 hourly, non-exempt employees would often not be able to receive timely meal periods before the
18 5th hour worked that were actually uninterrupted. The latter was due to the workload and due to
19 being in a fast-paced environment. Like the rest breaks, receiving a thirty-minute uninterrupted
20 and timely meal break was not part of the company culture and was not consistently enforced by
21 INFINITY. Consequently, it was the normal practice and custom of INFINITY not to
22 consistently authorize, permit, and enforce timely statutory meal periods. If INFINITY had
23 Plaintiff sign a meal period waiver, it would not be valid and enforceable since Plaintiff and
24 others generally worked more than a 6-hour shift. If INFINITY had Plaintiff sign an on-duty
25 meal period agreement wherein Plaintiff agreed to work through the meal periods, it would be
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1 invalid and unenforceable because the nature of Plaintiff's job does not and did not prevent her
2 from taking a meal period and the company could have hired "breakers" to relieve Plaintiff of
3 her job duties so that she can actually take a timely, uninterrupted meal period. Moreover, any
4 such "on duty" meal period agreement did not allow for Plaintiff and others to revoke such an
5 agreement even if it was signed. As such, Plaintiff and others did not always receive statutory,
6 timely meal periods during their employment. To the extent that INFINITY argues that Plaintiff
7 and others were paid to work through their meal period, this argument is not compelling due to
8 the position that there was no valid meal period waiver in place and even if there was, it is still
9 a violation to prevent an employee from taking a meal break in order to rest and recover. To the
10 extent that INFINITY argues that employees receive meal break premium pay for missed meal
11 periods, that argument is inconsequential for PAGA penalty purposes since the PAGA penalties
12 are for the violations themselves, irrespective of whether an employee received the premium
13 payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection,*
14 *Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice between
15 providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire*
16 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
17 pay does not excuse the violation; the employer has still committed a violation even if the remedy
18 for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL
19 1110302 at *4). As such, the work environment and culture at INFINITY was not conducive to
20 receiving consistent, timely, statutory meal breaks under California law. Moreover, any meal or
21 rest break premiums paid were not compensated at the weighted average regular rate, inclusive
22 of bonuses and/or incentive payments as well as overtime compensation.
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26 14. Furthermore, during the relevant time period, and due to the above labor code violations,
27 INFINITY failed to pay Plaintiff and other similarly situated aggrieved employees all wages due
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1 to them within any time period specified by California Labor Code section 204. Since Plaintiff
2 was personally not compensated for all hours worked, INFINITY would have certainly violated
3 section 204 as to Plaintiff. INFINITY was also in violation of California Labor Code section
4 226(a) by failing to include pertinent information on the wage statements, including but not
5 limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime
6 pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all
7 deductions, the correct start and end of the pay period, all employee identifying information, the
8 correct and complete name and address of the legal employer, and reimbursement for business
9 expenses, among others. As such, INFINITY did not provide Plaintiff and other similarly
10 situated aggrieved employees with complete, accurate itemized wage statements.
11

12 15. During the relevant time period, INFINITY also failed to keep accurate and complete
13 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
14 others pursuant to California Labor Code sections 1174(d).
15

16 16. INFINITY also violated Labor Code § 203 because it willfully failed to pay Plaintiff and
17 other similarly situated aggrieved employees earned and due wages upon separation of
18 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
19 These earned but unpaid wages include compensation for all hours worked, including minimum
20 wages, overtime compensation, and premium pay for missed meal and rest breaks.
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22 17. During the relevant time period, Plaintiff and other aggrieved employees incurred
23 necessary, business-related expenses and costs that were not reimbursed by INFINITY. These
24 costs include, but are not limited to, uniforms and materials such as straps for the lenses which
25 Plaintiff had to purchase in order to effectuate her job duties. Accordingly, INFINITY was in
26 violation of California Labor Code sections 2800 and 2802.
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1 18. Furthermore, Defendants have also violated Labor Code Section 558 and has engaged in
2 business practices which violate Business and Professions Code Section 17200.

3 19. In addition, Plaintiff would have individual claims against INFINITY for discrimination
4 based on ethnicity as well as wrongful termination, in that Plaintiff and other employees who
5 were Mexican were overworked, given more job duties and responsibilities, and treated
6 differently than the non-Mexican employees who born in the United States. Prior to filing this
7 action, Plaintiff timely exhausted her administrative remedies by timely filing an administrative
8 complaint with the Department of Fair Employment and Housing ("DFEH") and receiving her
9 DFEH right to sue letter.
10

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

13 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
14 **Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

15 **(Plaintiff against all named defendants and all DOE defendants)**
16

17 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

19 21. At all times relevant herein, Defendants were required to compensate its employees for
20 all hours worked upon reporting for work at the appointed time stated by the employer
21 pursuant to Industrial Welfare Commission Order 4-2001/7-2001, California Code of
22 Regulations, Title 8, Section 11040/11070.

23 22. For the three (3) years preceding filing of this action, Defendants failed to compensate
24 Plaintiff for all hours worked.

25 23. Under the aforementioned wage order and regulations, Plaintiff is to recover
26 compensation for all hours worked but not paid by Defendants for the three (3) years
27 preceding the filing of this Complaint.
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1 24. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
2 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
3 this Court.

4 25. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
5 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
6 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
7 reasonable attorney's fees and costs of suit.

8 26. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
10 amount known to Plaintiff once she has obtained all other payroll records from
11 Defendants.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(California Labor Code Sections 1194, 1194.2, 1197)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 27. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 26, inclusive, of this Complaint as though fully set forth herein.

18 28. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
19 to suffer or permit a California employee to work without paying wages at the minimum wage
20 rate for all hours worked as required by the applicable Industrial Welfare Commission
21 (hereinafter "IWC") Wage Order No. 4-2001/7-2001, codified at California Code of
22 Regulations, Title 8, Section 11040/11070, subdivision 4.

23 29. Pursuant to IWC Wage Order no. 4-2001/7-2001, subdivision 2(K)/(H), at all relevant
24 times, "hours worked" included "the time during which an employee is subject to the control of
25 an employer, and includes all the time the employee is suffered or permitted to work, whether
26 or not required to do so..."

27 30. During her employment, Plaintiff was regularly required as a matter of uniform
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1 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
2 was paid less than the minimum wage rate by Defendants for hours worked in violation of
3 California Labor Code Section 1197 and the applicable California Industrial Wage
4 Commission wage order(s).

5 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
6 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
7 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
8 to believe that their acts or omissions were not contrary to California law.

9 32. For all hours worked by Plaintiff for which she was paid less than the minimum wage
10 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
11 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
12 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
13 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

14 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
16 trial.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PAY OVERTIME**

19 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
20 **Regulations Title 8 Section 11040/11070; California Labor Code Section 510)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 34. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

24 35. Pursuant to Industrial Welfare Commission Order No. 4-2001/7-2001, Cal. Code of
25 Regs., Title 8, Section 11040/11070, for the period of Plaintiff's employment, Defendants were
26 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
27 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
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1 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
2 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
3 week.

4 36. Plaintiff was a non-exempt employee entitled to the protections of the California
5 Industrial Welfare Commission Order No. 4-2001/7-2001, California Code of Regulations,
6 Title 8, Section 11040/11070.

7 37. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
8 single workday or forty (40) hours in a single workweek on numerous occasions.

9 38. Plaintiff was entitled to the above overtime premiums.

10 39. Defendants did not pay Plaintiff premium wages of at least one and one-half times
11 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
12 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
13 twelve (12) in a day.

14 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

16 41. Plaintiff worked at least one pay period in which she was not properly paid overtime
17 within the three (3) years prior to the initiation of this lawsuit.

18 42. Defendants know or should know the actual dates of overtime worked, the amount of
19 overtime worked, and the amount of unpaid overtime due.

20 43. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
21 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
22 Court.

23 44. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
24 Regulations, Title 8, Sections 11040/11070, Plaintiff is entitled to recover damages for the
25 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
26 reasonable attorney's fees and costs of suit.

27 45. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28 along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(California Labor Code Section 226)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 46. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein.

8 47. Pursuant to California Labor Code Section 226, every employer must furnish each
9 employee an itemized statement of wages and deductions at the time of payment of wages.
10

11 48. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
12 accurately reflected all information required by Labor Code Section 226, including but not
13 limited to, gross wages earned, including overtime, minimum wages, and premium pay for
14 missed meal and rest breaks, net wages earned, total hours worked by the employee, and all
15 deductions. Therefore, Defendants failed to maintain and provide accurate itemized wage
16 statements to Plaintiff in accordance with California Labor Code Section 226(a).

17 49. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
18 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
19 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
20 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
21 reasonable attorney's fees.

22 50. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
23 sustained damages, including loss of earnings, in an amount to be established at trial. As a
24 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
25 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
26 and attorney's fees pursuant to statute.

27 51. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28 along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

4 (California Labor Code Section 204)

5 (Plaintiff against all named defendants and all DOE defendants)

6 52. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 51, inclusive, of this Complaint as though fully set forth herein.

8 53. California Labor Code Section 204 establishes the fundamental right of all employees
9 in the State of California to be paid wages in a timely fashion for their work.

10 54. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
11 full amount of all owed wages when due as required by California Labor Code Section 204.

12 55. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
13 informed, believes, and thereon alleges, that all times relevant during the liability period,
14 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
15 including overtime hours, the minimum wage, and premium pay for missed meal and rest
16 breaks.

17 56. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
18 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
19 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
20 from Defendants' records or indirectly based on information from Defendants' records.

21 57. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

26 (California Labor Code Sections 201, 203)

27 (Plaintiff against all named defendants and all DOE defendants)

1 58. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 57, inclusive, of this Complaint as though fully set forth herein.

3 59. Pursuant to California Labor Code Section 201(a), an employer who discharges an
4 employee must immediately pay for all compensation due and owing.

5 60. Pursuant to California Labor Code Section 202, when an employee resigns, the
6 employer must pay all compensation due and owing within 72 hours of resignation, or on the
7 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

8 61. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
9 without abatement or reduction, any wages of an employee whose employment ends, the wages
10 of the employee shall continue as a penalty from the due date at the same rate until paid or until
11 an action is commenced; however, the wages shall not continue for more than 30 days for
12 failure to pay an employee owed wages.

13 62. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
14 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.

15 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
18 preceding the filing of this lawsuit.

19 64. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
20 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
21 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

22 65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
24 trial.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO GIVE REST BREAKS**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 66. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 65, inclusive, of this Complaint as though fully set forth herein.

3 67. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. Title 8 of the California Code of Regulations Sections 11040/11070(12)(A), which
5 provides that every employer shall authorize and permit all employees to take rest
6 periods, which insofar as practicable shall be in the middle of each work period.
7 The authorized rest period time shall be based on the total hours worked daily at the
8 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
9
10 b. Title 8 of the California Code of Regulations Sections 11040/11070(12)(B), which
11 provides that if an employer fails to provide an employee a rest period in
12 accordance with the applicable provisions of this order, the employer shall pay the
13 employee one (1) hour of pay at employee's regular rate of compensation for each
14 workday that the rest period is not provided;
15
16 c. Title 8 of the California Code of Regulations sections 11040/11070(20)(A), which
17 penalizes the employer \$50.00 for each initial violation, per employee, of any
18 provision of the Wage Order, and \$100.00 for each additional violation thereafter
19 per employee; and
20
21 d. California Labor Code section 226.7, which states that (a) no employer shall require
22 any employee to work during any rest period mandated by an applicable order of
23 the Industrial Welfare Commission, and (b) if an employer fails to provide an
24 employee a rest period in accordance with an applicable order of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour
26 of pay at employee's regular rate of compensation for each work day that the rest
27 period is not provided.
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1 68. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute
2 rest break after every four (4) hours of work or major fraction thereof, as required by California
3 law.

4 69. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
5 regulations, and wage orders alleged in this cause of action along with any allowable interest,
6 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
7 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
8

9 70. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
10 fees as well as interest under Labor Code section 218.6.

11 71. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

14 **EIGHTH CAUSE OF ACTION**

15 **FAILURE TO GIVE MEAL BREAKS**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 72. Plaintiff re-alleges and incorporates by reference each and every allegation in
18 paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.
19

20 73. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 21 a. California Labor Code section 512(a), which requires that employees be given a 30-
22 minute uninterrupted meal break after five (5) hours of work, and a second
23 uninterrupted meal break after ten (10) hours of work;
24 b. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any meal period mandated by an applicable order of
26 the Industrial Welfare Commission, and (b) if any employer fails to provide an
27 employee a meal period in accordance with an applicable order of the Industrial
28

1 Welfare Commission, the employer shall pay the employee one (1) additional hour
2 of pay at the employee's regular rate of compensation for each workday that the
3 meal period is not provided;

4 c. California Industrial Welfare Commission Order No. 4/7section 11(B), as codified
5 under Title 8 of the California Code of Regulations Section 11040/11070, which
6 states that if an employer fails to provide an employee a meal period in accordance
7 with the applicable provisions of the Wage Order, the employer shall pay the
8 employee one (1) hour of pay at the employee's regular rate of compensation for
9 each workday that the meal period is not provided;
10

11 d. California Industrial Welfare Commission Wage Order No. 4/7Section 7(A)(3), as
12 codified under Title 8 of the California Code of Regulations Section 11040/11070,
13 which requires an employer to maintain records documenting its employees' meal
14 periods;
15

16 e. California Industrial Welfare Commission wage order No. 4/7Section 20(A), as
17 codified under California Code of Regulations Section 11040/11070, which
18 penalizes the employer \$50.00 for each initial violation, per employee, of any
19 provision of the Wage Order, and \$100.00 for each additional violation thereafter
20 per employee; and

21 f. California Labor Code section 1171 and 1173, which have given the California
22 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5)
23 as enforceable law.
24

25 74. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
26 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
27 to take a second relieved meal break after ten (10) hours of work, as required by California
28

1 law. California Labor Code section 512(a) and California Industrial Welfare Commission
2 Order No. 5, as codified under California Code of Regulations Sections 11040/11070 et. seq.
3 requires that employees receive uninterrupted meal periods every five (5) hours of consecutive
4 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of
5 all work duty. California Labor Code section 226.7 provides that employers may not require
6 their employees to work through their meal periods. California Labor Code section 226.7 and
7 California Code of Regulations section 11040/11070 requires that if the employer fails to
8 provide the employee with an uninterrupted meal period, the employer must pay the employee
9 one (1) hour of pay for each work day that the meal period is not given.
10

11 75. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
12 regulations, and wage orders alleged in this cause of action along with any allowable interest,
13 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
14 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

15 76. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
16 fees as well as interest under Labor Code section 218.6.

17 77. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
19 trial.

20 **NINTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

22 **(Plaintiff against All Named Defendants and all DOE defendants)**

23 78. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 77, inclusive, of this Complaint as though fully set forth herein.
25

26 79. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct
28 consequence of the discharge of his or her duties."

1 80. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
2 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
3 of completing her job duties, which were not reimbursed by Defendant. These expenses
4 include, but are not limited to, uniforms and materials such as straps for the lenses which
5 Plaintiff had to purchase in order to effectuate her job duties.

6 81. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
7 and attorney's fees and costs, under Labor Code section 2802.

8 **TENTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
11 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,**
1197, 1197.1, 1198, 2802)

12 **(Plaintiff against INFINITY and all DOE defendants)**

13 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

15 83. Plaintiff has complied with the procedures for bringing suit specified in California
16 Labor Code § 2699.3. By letter dated February 17, 2023, Plaintiff gave written notice by certified
17 mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the
18 specific provisions of the California Labor Code alleged to have been violated, including the
19 facts and theories to support the alleged violations.

20 84. Pursuant to California Labor code section 2699.3, no response was received from
21 the LWDA within 65 days of the postmark date of the above-alleged letter.

22 85. Plaintiff therefore has exhausted all administrative remedies required of him under
23 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
24 cause of action and pursue penalties in a representative action for Defendants' violations of the
25 Labor Code.

26 86. Pursuant to California Labor Code section 2699, any provisions of the Labor
27 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
28 departments, divisions, commissions, boards, agencies, or employees for violation of the code

1 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
2 on behalf of himself or herself and other current or former employees pursuant to the procedures
3 specified in California Labor Code section 2699.3.

4 87. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
5 violator and had one or more of the alleged violations committed against her, and therefore is
6 properly suited to represent the interests of other current and former employees, including all
7 current and former hourly, non-exempt employees who worked for INFINITY in the State of
8 California during the applicable PAGA Period.

9 88. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties
10 under California Labor Code sections 2698 and 2699 because of Defendants’ violations of
11 numerous provisions of the California Labor Code as alleged in this Complaint.

12 89. Plaintiff therefore has exhausted all administrative remedies required of her under
13 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute
14 this cause of action and pursue penalties in a representative action for Defendants’ violations of
15 the Labor Code.

16 90. California Labor Code section 2699 et seq. imposes penalties upon culpable
17 Defendants for violating the Labor Code.

18 91. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by
19 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
20 seeking individual penalties/victim specific relief or underpaid wages for herself or other
21 employees under this specific PAGA cause of action. Plaintiff has separate causes of action in
22 this Complaint for individual wages but is not seeking wages through the PAGA action.

23 92. Specifically, Plaintiff seeks penalties under California Labor Code
24 section 2699, for the following:

25 Violations of California Labor Code sections 201, 202, 203, 204, and/or 204b, 210, 226,
26 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and any
27 other Labor Codes/Industrial Welfare Commission Order (No. 4/7) violated based on the
28 facts alleged in this Complaint.

93. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,

1 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
2 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
3 limits of this Court.

4 **ELEVENTH CAUSE OF ACTION**

5 **DISCRIMINATION ON THE BASIS OF RACE/ETHNICITY/NATIONAL ORIGIN IN**

6 **VIOLATION OF FEHA**

7 **Violation of FEHA, California Government Code Sections 12900 et seq.**

8 **(Plaintiff against All Named Defendants and all DOE defendants)**

9 94. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 Paragraphs 1 through 93, inclusive, of this Complaint as thought fully set forth herein.

11 95. Defendants and DOES 1 to 25, inclusive, are covered employers under California's Fair
12 Employment and Housing Act.

13 96. Plaintiff was and is at all times relevant hereto an employee covered by Government
14 Code section 12926(c).

15 97. Defendants were at all times relevant hereto each an employer within the meaning of
16 Government Code section 12926(d) and, as such, required by FEHA to take all reasonable
17 steps to prevent discrimination from occurring and to ensure a workplace free from
18 discrimination.
19

20 98. FEHA prohibits discrimination in all aspects of employment including hiring,
21 termination and terms and conditions based on race or color. (See Gov. Code, § 12940(a).)

22 99. During her employment tenure, Plaintiff was unfortunately treated differently by
23 Defendants due to her ethnicity/race/national origin in being a Mexican immigrant to the
24 United States as mentioned above and was subsequently terminated from her employment.
25

26 100. An employer who fails to remedy problems of which it has actual or
27
28

constructive knowledge may be held liable for discrimination despite the existence of a formal policy against discrimination. (See Gov. Code, § 12940(k).)

101. As described above, Defendant discriminated against Plaintiff based on race/ethnicity/national origin during Plaintiff's employment, eventually terminating her employment.

102. In engaging in the aforementioned conduct, Defendant and DOES 1 to 25, inclusive, and each of them, aided, abetted, incited, compelled, and/or coerced unlawful employment practices in violation of the announced policy of this State against such practices. Furthermore, they failed to take immediate and appropriate corrective action to prevent this discrimination.

103. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

104. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company policies are made without regard to race/ethnicity/national origin, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

105. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this claim, in an amount to be proven at trial.

TWELFTH CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION IN VIOLATION OF THE FEHA

(Plaintiff against All Named Defendants and all DOE Defendants)

106. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.

107. At all times herein mentioned, FEHA, California Government Code section 12940(k), was in full force and effect and was binding on Defendants. According to Government Code § 12940(k), it is an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent discrimination and sexual harassment from occurring.

108. During the course of Plaintiff's employment, Defendant failed to prevent its employees, including management, from engaging in intentional actions that resulted in Plaintiff being treated less favorably and eventually being terminated because of Plaintiff's protected status (i.e., race/ethnicity/national origin). During the course of Plaintiff's employment, Defendants failed to prevent their employees from engaging in unjustified employment practices against employees in such protected classes. During the course of Plaintiff's employment, Defendants failed to prevent a pattern and practice by their employees of intentional discrimination, on the basis of race and/or other protected status and/or protected activity.

109. Plaintiff believes and, on that basis, allege that her race/ethnicity/national origin were substantial motivating factors in Defendants' employees' discriminating against her, and terminating her employment.

110. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

111. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company

1 policies are made without regard to race and age, so as to justify the imposition of punitive
2 damages to punish and set an example of said Defendants.

3 112. As a proximate result of the foregoing conduct, which violated the provisions of
4 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
5 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

6
7 **THIRTEENTH CAUSE OF ACTION**

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

9 **(Plaintiff against All Named Defendants and all DOE Defendants)**

10 113. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 112 inclusive, of this Complaint as though fully set forth herein.

12 114. At all times during her employment with Defendants, Plaintiff performed her
13 duties with the utmost diligence and competence.

14 115. Plaintiff is informed and believes and thereon alleges that Defendants' decision
15 and actions to treat her differently and terminate her employment as alleged herein, was
16 motivated by Plaintiff's race/ethnicity/national origin. Plaintiff is further informed and believes
17 and thereon alleges that any other reasons proffered by Defendants were and are pretextual in
18 nature.
19

20 116. The employment of Plaintiff was wrongfully suspended/terminated on
21 September 15, 2023 in violation of the fundamental public policy of the State of California with
22 respect to retaliating against an employee on account of her race/ethnicity/national origin.
23 Plaintiff was forced to hire an attorney to assist her to end these illegal activities. Said conduct
24 violated statutory and constitutional expressions of public policy including, but not limited to,
25 California Government Code sections 12940 et seq., and the California Constitution, Article 1
26 section 8.
27
28

1 117. As set forth above, said actions by Defendants were wrongful and in violation of
2 the fundamental principles of the public policy of the State of California as reflected in its laws,
3 objectives and policies. Said statutes and constitutional expressions of public policy include,
4 but are not limited to, California Government Code sections 12940 et seq., and the California
5 Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not
6 just the private interests of the employers and employees whom they govern or protect.

7 118. As a direct and proximate result of the aforementioned acts and omissions of
8 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
9 loss of income (past and future), loss of employment benefits (past and future), general and
10 compensatory damages (past and future), mental pain and anguish and emotional distress (past
11 future), and will continue to suffer in the future, in an amount to be proved at trial.

12 119. The foregoing conduct engaged in by Defendants and each of their directors,
13 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
14 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
15 an environment free of discrimination, so as to justify the imposition of punitive damages to
16 punish and set an example of said Defendants.

17
18 **FOURTEENTH CAUSE OF ACTION**

19 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

20 **(California Business and Professions Code Section 17200)**

21 **(Plaintiff against All Named Defendants and all DOE defendants)**

22 120. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 119, inclusive, of this Complaint as though fully set forth herein.

24 121. By virtue of the foregoing statutes, regulations, and laws, the acts of
25 Defendants constitutes unfair and unlawful business practices under California Business and
26 Professions Code Section 17200, et seq.
27
28

1 122. Defendant's violations of the California labor laws and the FEHA
2 constitutes a business practice because it was done repeatedly over a significant period of time
3 in a systematic manner that was detrimental to Plaintiff and other employees.

4 123. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
5 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
6 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
7 seq.

8 124. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
9 multiple damages as specifically provided in California Business and Professions Code section
10 17200 et seq.

11 125. For the four years preceding the filing of this action, Plaintiff requests
12 restitution of all monies and profits to be disgorged from Defendants in an amount according to
13 proof at time of trial, but in excess of the jurisdiction of this Court.

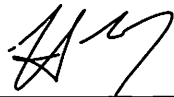
14 **PRAYER FOR RELIEF**

- 15
- 16 1. For compensatory damages including lost past and future wages, overtime,
17 commissions, and all other sums of money, including employment benefits, together
18 with interest on said amounts, and any other economic injury to Plaintiff, according to
19 proof;
 - 20 2. For special and consequential damages to the extent allowed by law;
 - 21 3. For general damages according to proof;
 - 22 4. For an award of punitive and exemplary damages against Defendants according to
23 proof;
 - 24 5. For restitution and disgorgement for all unfair business practices by corporate
25 Defendants against Plaintiff in an amount according to proof;
 - 26 6. For an order enjoining corporate Defendants from further unfair and unlawful business
27 practices in violation of Business and Professions Code section 17200, et seq.;
 - 28 7. For damages and penalties against Defendants under Labor Code sections 203 and

- 226 for Plaintiff in an amount subject to proof at trial;
8. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
 9. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
 10. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
 11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
 12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
 13. For the imposition of civil penalties and/or statutory penalties;
 14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698, FEHA, including Government Code section 12940 et seq, Code of Civil Procedure section 1021.5 and/or other applicable laws; and
 15. Costs and expenses of suit incurred herein;
 16. For all interest as allowed by law;
 17. For such other and further relief as the Court deems just and proper.

DATED: January 8, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff

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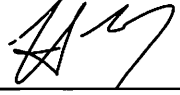
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

DATED: January 8, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff