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MANUEL D. RODRIGUEZ GOMEZ, PETER A. LOW JR., HILDA JUDITH CAMPOS, ELISEO SANCHEZ, ANDREA MEDEA, NOE ESCALANTE, SALVADOR YEPEZ MEJIA, CARLOS FARIAS, SEVERO VILLA MAGALLON, and AMIT ASHOK BHANDAGI

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT

MANUEL D. RODRIGUEZ GOMEZ, PETER A. LOW JR., HILDA JUDITH CAMPOS, ELISEO SANCHEZ, ANDREA MEDEA, NOE ESCALANTE, CARLOS FARIAS, SALVADOR YEPEZ MEJIA, SEVERO VILLA MAGALLON, and AMIT ASHOK BHANDAGI, all individuals,

Plaintiffs,

vs.

HERSHA HOSPITALITY MANAGEMENT, LP, a limited partnership, doing business as Hilton Los Angeles Culver City; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 26STCV34257

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

1. Unlawful Conversion of Gratuities;

2. Failure to Provide Meal Periods;

3. Failure to Authorize and Permit Rest Periods;

4. Failure to Provide Accurate Itemized Wage Statements;

5. Failure to Allow Inspection of Personnel Records;

6. Unfair Business Practices; and

7. Civil Penalties under the Private Attorneys General Act.

JURY TRIAL DEMANDED

GENERAL ALLEGATIONS

1. Plaintiffs MANUEL D. RODRIGUEZ GOMEZ, PETER A. LOW JR., HILDA JUDITH CAMPOS, ELISEO SANCHEZ, ANDREA MEDEA, NOE ESCALANTE, SALVADOR YEPEZ MEJIA, CARLOS FARIAS, SEVERO VILLA MAGALLON, and AMIT ASHOK BHANDAGI (collectively "Plaintiffs") are, and at all times relevant herein were,

individuals who worked for Defendants at the Hilton Los Angeles Culver City, located in the City of Culver City, County of Los Angeles, State of California.

2. Defendant HERSHA HOSPITALITY MANAGEMENT, LP ("Defendant" or "Hersha") is, and at all times relevant herein was, a limited partnership that operated the hotel known as the Hilton Los Angeles Culver City ("Hilton LACC"), located at 6161 West Centinela Avenue, Culver City, California 90230, with a corporate address at 44 Hersha Drive, Harrisburg, Pennsylvania 17102. Hersha is identified as the employer on Plaintiffs' paycheck stubs.

3. Plaintiffs are informed and believe, and based thereon allege, that at all times mentioned herein, each of the Defendants was the agent, servant, employee, co-venturer, and co-conspirator of each of the remaining Defendants, and was at all times herein mentioned, acting within the course, scope, purpose, consent, knowledge, ratification, and authorization of such agency, employment, joint venture, and conspiracy.

4. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiffs, who therefore sue Defendants by such fictitious names. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the events and happenings referred to herein and caused injury and damage proximately thereby to Plaintiffs as hereinafter alleged. Plaintiffs will seek leave of the court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when the same have been finally ascertained.

5. Whenever in this Complaint reference is made to "Defendants," such allegations shall be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

6. At all times relevant herein, Plaintiffs' wages, hours, and working conditions were governed by, inter alia, Title 8, California Code of Regulations section 11050, Industrial Welfare Commission Order No. 5 ("Wage Order 5"), governing the public housekeeping industry.

FACTUAL BACKGROUND

7. The physical worksite where all Plaintiffs work and worked is Hilton LACC, located at 6161 West Centinela Avenue, Culver City, California 90230.

8. During the relevant period, Jorge Cortez held the title of Director of Operations, Shashi Poudyal was the General Manager, John Castillo held the position of Banquet Captain, and Elizabeth Ishioka and Michelle Alegria were identified as Catering Managers on banquet event documents. Plaintiffs are informed and believe and based thereon allege that each of the individuals named in this paragraph was a supervisory employee and managing agent of Defendants at all times relevant.

9. Each Plaintiff is a current employee of Defendants who worked in banquet and catering service at the Hilton LACC. Their typical duties include setup of events, serving guests, cleanup, and breakdown. Their respective positions, dates of hire, and pay rates are set forth below:

a. MANUEL D. RODRIGUEZ GOMEZ, Banquet Captain, employed since April 2024, most recently at $28.50 per hour.

b. PETER A. LOW JR., Bartender and Server, employed since 2024, most recently at $22.00 per hour.

c. HILDA JUDITH CAMPOS, Banquet Server, employed since March 2006, most recently at $24.00 per hour.

d. ELISEO SANCHEZ, Banquet Server, employed since March 2023, most recently at $22.00 per hour.

e. ANDREA MEDEA, Banquet Captain and Server, employed since July 8, 2022, most recently at $24.00 per hour as a server and $29.15 per hour as a captain.

f. NOE ESCALANTE, Banquet Server, employed since 1996, most recently at $25.72 per hour.

g. SALVADOR YEPEZ MEJIA, Banquet Bartender and Server, employed since 2020, most recently at $22.50 per hour.

h. CARLOS FARIAS, Banquet Server, employed since October 2000, most recently at $26.00 per hour.

i. SEVERO VILLA MAGALLON, Banquet Bartender, employed since April 2022, most recently at $22.00 per hour.

j. AMIT ASHOK BHANDAGI, Banquet Server, employed since August 2025, most recently at $22.00 per hour.

The 25 percent "Administrative Fee"

10. Hersha charges its banquet and catering clients a 25 percent "Administrative Fee" on food and beverage subtotals, audio and visual subtotals, and function room rental subtotals at banquet and catering events. No gratuity is ever separately charged.

11. Clients receive a "Banquet Event Order," which makes no mention of a service charge or gratuity. Clients also receive a "Banquet Check," essentially an invoice, which contains a line item for "Total Gratuity Charges." That line reads $0.00 on every Banquet Check.

12. Both the Banquet Event Orders and the Banquet Checks state: "All costs are applicable of Administrative Fee (currently 25%), CA Tourism Surcharge (currently 0.1%) and Sales Tax (currently 10.25%) (subject to change without notice)." None of the three disclosed charges is described as a gratuity, and none is explained by reference to service employee compensation.

13. Banquet Checks range up to over $32,750, with corresponding Administrative Fees up to over $8,150. Plaintiffs receive no part of the Administrative Fee. The only gratuities any Plaintiff receives are cash tips left in cups on bartenders' bars customers to leave cash tips, but that is the extent of any gratuity paid to any Plaintiff.

14. Hilton hotels throughout the United States other than the Hilton LACC routinely charge a "Service Charge" of up to 25 percent. Had the Hilton LACC labeled its "Administrative Fee" as a "Service Charge," the amounts would have belonged to the service employees. The Hilton LACC is located in Culver City, just outside the jurisdiction of Los Angeles Municipal Code section 184.02, which requires mandatory service charges at covered hotel properties to be distributed to service employees. Plaintiffs are informed and believe and based thereon allege that Hersha adopted the "Administrative Fee" label, in place of the customary "Service Charge," at this location to avoid the operation of that ordinance and to retain the charge for itself.

Missed meal periods

15. All ten Plaintiffs missed meal periods. Several Plaintiffs missed meal periods on

as many as 95 percent of their shifts. Management took no steps to ensure that meal periods were taken; management directed workers to punch out, but the workers did not actually sit down and take an uninterrupted break. Even when Plaintiffs had a chance to eat during their shifts, they worked through their meal periods more than three-quarters of the time. Plaintiffs raised the issue with human resources, including by providing supporting text messages, but the problem persisted.

16. The missed meal periods are attributable in substantial part to understaffing. Banquet staff at the Hilton LACC are required to pull equipment, polish it, and set the room without the assistance of stewards, who perform these functions at other hotels. This requirement leaves insufficient time to take breaks before events, and once events are underway they are often severely understaffed, so that Plaintiffs work during their thirty-minute meal periods and later take the break, if at all, while still on the clock.

Missed rest periods

17. All ten Plaintiffs missed rest periods. Several Plaintiffs essentially never received all of the uninterrupted ten-minute rest periods to which they were entitled. The same understaffing and inadequate setup time that caused the meal period violations also prevented Plaintiffs from taking rest periods.

Request for personnel and payroll records

18. On or about May 15, 2026, Plaintiffs' counsel sent correspondence to Defendants requesting the personnel file and payroll records for each Plaintiff under Labor Code §§226, 432, and 1198.5. As of the filing of this Complaint, Defendants have not responded and have not produced any records for any Plaintiff.

FIRST CAUSE OF ACTION

(Conversion of Gratuities under Labor Code §§350, 351, and 353)

19. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs and incorporate the same by reference as though fully set forth herein.

20. Labor Code §350, subd. (e), defines a "gratuity" to include any money paid by a patron over and above the actual amount due the business for services rendered.

21. Labor Code §351 provides that gratuities are the sole property of the employee or employees to whom they are paid, given, or left, and prohibits an employer from collecting, taking, or receiving any gratuity or part thereof that is paid, given to, or left for an employee.

22. Labor Code §353 requires every employer to keep accurate records of all gratuities received by the employer, whether received directly from the employee or indirectly by means of a deduction from wages.

23. As alleged above, Hersha imposes a mandatory 25 percent "Administrative Fee" on food, beverage, audio and visual, and room rental subtotals at every banquet and catering event, while disclosing no gratuity, showing "$0.00" on the "Total Gratuity Charges" line of every Banquet Check, and distributing no portion of the fee to Plaintiffs. As held in O'Grady v. Merchant Exchange Productions, Inc. (2019) 41 Cal.App.5th 771, there is no categorical bar to a mandatory charge labeled as something other than a gratuity nonetheless meeting the statutory definition of a gratuity. The 25 percent Administrative Fee is a gratuity within the meaning of Labor Code §§350 and 351, which an objectively reasonable customer would understand to be payment intended for the service employees who staffed the event.

24. By the conduct alleged herein, Defendants wrongfully exercised dominion over the gratuities given by patrons of the Hilton LACC for Plaintiffs and other service employees. As a result, Plaintiffs have been denied the possession, use, and enjoyment of the gratuities taken by Defendants, and have been damaged in an amount to be proved at trial based upon the records that Defendants were required to keep under Labor Code §§351 and 353.

25. As a direct and proximate result of Defendants' conversion, Plaintiffs have suffered and continue to suffer extreme and severe mental anguish and emotional distress of the sort naturally associated with conversion of wages. Plaintiffs are thereby entitled to special, general, and compensatory damages in an amount in excess of $50,000.00, to be proven at the time of trial.

26. Plaintiffs are informed and believe and based thereon allege that the conduct of Defendants described herein was willful and done with fraud, oppression, and malice, and with a conscious disregard for Plaintiffs' rights and with the intent, design, and purpose of injuring

them. Defendants authorized, condoned, and ratified the unlawful conduct by failing to take immediate and appropriate corrective action. By reason thereof, Plaintiffs are entitled to punitive and exemplary damages from Defendants in an amount appropriate to punish and make an example of Defendants.

SECOND CAUSE OF ACTION

(Failure to Provide Meal Periods)

27. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs and incorporate the same by reference as though fully set forth herein.

28. Labor Code §512, subd. (a), and Wage Order 5 required Defendants to provide each Plaintiff with an uninterrupted meal period of not less than thirty minutes for each workday of more than five hours, and a second such meal period for each workday of more than ten hours.

29. Section 11 of Wage Order 5 provides, in pertinent part:

> "(A) No employer shall employ any person for a work period of more than five (5)hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked....
>
> "(B) If an employer fails to provide an employee a meal period in accordance withthe applicable provisions of this order, the employer shall pay the employee one (1)hour of pay at the employee's regular rate of compensation for each workday that themeal period is not provided."

30. In Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, the California Supreme Court held that an employer satisfies its meal period obligation only if it relieves its employees of all duty, relinquishes control over their activities, permits them a reasonable opportunity to take an uninterrupted thirty-minute break, and does not impede or discourage them from doing so.

31. Defendants failed to provide Plaintiffs with uninterrupted, duty-free meal periods as required. Defendants directed Plaintiffs to punch out without relieving them of all duty, required them to work through their meal periods, and, through chronic understaffing, deprived them of any reasonable opportunity to take the meal periods to which they were entitled.

32. As a direct and proximate result of Defendants' conduct as alleged above, and under Labor Code §226.7, subd. (c) and Section 11 of Wage Order 5, Plaintiffs are entitled to one additional hour of pay at each Plaintiff's regular rate of compensation for each workday that a required meal period was not provided, together with interest thereon.

THIRD CAUSE OF ACTION

(Failure to Authorize and Permit Rest Periods)

33. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs and incorporate the same by reference as though fully set forth herein.

34. Section 12 of Wage Order 5 provides, in pertinent part:

> "(A) Every employer shall authorize and permit all employees to take rest periods,which insofar as practicable shall be in the middle of each work period. Theauthorized rest period time shall be based on the total hours worked daily at the rateof ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> "(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

35. In Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th 257, the California Supreme Court held that during required rest periods an employer must relieve its employees of all duties and relinquish any control over how the employees spend their break time, and that on-duty and on-call rest periods are not permitted.

36. Defendants failed to authorize and permit Plaintiffs to take the rest periods to which they were entitled. Through chronic understaffing and inadequate setup time, Defendants deprived Plaintiffs of the uninterrupted, duty-free rest periods required by law, at the rate of ten minutes of net rest time for each four hours worked or major fraction thereof.

37. As a direct and proximate result of Defendants' conduct as alleged above, and under Labor Code §226.7, subd. (c), and Section 11 of Wage Order 5, Plaintiffs are entitled to one additional hour of pay at each Plaintiff's regular rate of compensation for each workday that a required rest period was not authorized and permitted, together with interest thereon.

FOURTH CAUSE OF ACTION

(Failure to Provide Accurate Itemized Wage Statements)

38. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs and incorporate the same by reference as though fully set forth herein.

39. This action is brought by Plaintiffs under Labor Code §226, which sets forth reporting requirements for employers when paying wages, including,

> "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees . . . an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, . . . (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.
>
> Subdivision (e) provides, "(1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.
>
> "(2)(A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.
>
> "Subdivision (g) provides, "An employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney's fees."

40. Plaintiffs are informed and believe and based thereon allege that Defendants knowingly and intentionally failed to provide paycheck deduction statements that complied with Labor Code §226 to Plaintiff showing all hours worked or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Defendants failed to report, *inter alia*, the gratuities wrongfully withheld and the wage premiums for missed meal and rest breaks.

41. Plaintiffs have been damaged by Defendants' failure to comply with Labor Code §226 by, *inter alia*, being unable to determine the total amount of wrongfully withheld gratuities and missed meal and rest break premiums to which they were entitled.

42. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiffs are entitled to a civil penalty of fifty dollars ($50) for the initial pay period, and one hundred dollars ($100) for each subsequent pay period, for which Defendants violated the reporting requirements of Labor Code §226, up to a maximum of $4,000, together with interest thereon and attorney's fees and costs.

FIFTH CAUSE OF ACTION

(Failure to Allow Inspection of Personnel Files)

43. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs and incorporate the same by reference as though fully set forth herein.

44. This action is brought by Plaintiffs under Labor Code §226, subdivision (f), which provides: "A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar ($750) penalty from the employer."

45. Plaintiffs, through their counsel, made a written request for inspection of Plaintiffs' payroll records and personnel files.

46. Defendants did not allow Plaintiffs to inspect their payroll records within 21 days of Plaintiffs' request..

47. This action is also brought by Plaintiffs under Labor Code §1198.5, subdivision (k), which provides: "If an employer fails to permit a current or former employee, or their representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars ($750) from the employer."

48. Plaintiffs, through their counsel, made a written request for inspection of Plaintiffs' payroll records and personnel files.

49. Defendants did not allow Plaintiffs to inspect their payroll records within 30 days of Plaintiffs' request.

50. As a direct and proximate result of Defendants' conduct as alleged above, each Plaintiff is entitled to a civil penalty of $750 under Labor Code § 226 and $750 under Labor Code § 1198.5, together with interest thereon and attorney's fees and costs.

SIXTH CAUSE OF ACTION

(Unfair Business Practices).

51. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs and incorporate the same by reference as though fully set forth herein.

52. Plaintiffs bring bring this action for themselves and on behalf of the People of the State of California under the provisions of the Business & Professions Code §17200 *et seq*. Among the persons adversely affected by the unfair business practices of Defendants as alleged herein are all Defendants' employees who did not receive timely and proper payment of wages.

53. A representative action pursuant to Business & Professions Code §§17200, 17203 and 17204 on behalf of the general public is appropriate and necessary because Defendants did not make timely and proper payment of wages as a general business practice contrary to the law of the State of California.

54. Business & Professions Code §17200 *et seq*. defines unfair competition to include any "unfair," "unlawful," or "deceptive" business practice. Business & Professions Code §§17200 et seq. provides for injunctive and restitutionary relief for violations. Defendants' failure to make timely and proper payment of wages constitutes an unfair, unlawful, and deceptive business practice.

55. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiffs have been damaged in the amount of the wages to which they were entitled and which Defendants did not pay when due. Under Business & Professions Code §§17200 and 17203, Plaintiffs and current and former employees of Defendants are entitled to restitution of all wages wrongfully withheld by Defendants, together with interest thereon.

56. Under Business & Professions Code §17203, Plaintiffs seek on their own behalf and on behalf of the People of the State of California an order enjoining Defendants from continuing their aforesaid unlawful practices. Injunctive relief is appropriate to avoid a

multiplicity of suits for continuing violations of Business & Professions Code §17200 *et seq*.

SEVENTH CAUSE OF ACTION

(Civil Penalties under the Private Attorneys General Act, Labor Code §§2698 et seq.)

57. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs and incorporate the same by reference as though fully set forth herein.

58. The Private Attorneys General Act, Labor Code §§2698 *et seq*. ("PAGA"), authorizes an aggrieved employee, on behalf of the employee and other current and former aggrieved employees, to recover civil penalties for violations of the Labor Code.

59. Each Plaintiff is an aggrieved employee within the meaning of Labor Code §2699, subd. (c), because each was employed by Defendants and personally suffered one or more of the Labor Code violations alleged herein.

60. On June 17, 2026, Plaintiffs gave written notice, by certified mail to Defendant Hersha and by online filing to the California Labor and Workforce Development Agency ("LWDA"), under Labor Code §2699.3, subd. (a)(1), of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories supporting the alleged violations. Plaintiffs have satisfied, or will have satisfied before the seventh cause of action is prosecuted, all administrative prerequisites to the recovery of civil penalties under the Private Attorneys General Act, Labor Code §§2698 *et seq*.

61. By the conduct alleged herein, Defendants violated Labor Code §§200, 204, 206, 221, 226, 226.7, 350, 351, 353, 512, 1198, and 1198.5.

62. As a result of the violations alleged herein, Plaintiffs, on behalf of themselves and all other current and former aggrieved employees, are entitled to recover civil penalties under Labor Code §§2699 and 2699.5, to be distributed as provided by statute, together with reasonable attorney's fees and costs under Labor Code §2699, subd. (g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For damages and restitution equal to all gratuities unlawfully taken, collected, received, and retained by Defendants, according to proof, together with interest thereon;

2. For special, general, and compensatory damages, including lost wages and benefits, and emotional distress damages on the first cause of action in excess of $50,000.00, according to proof;

3. For punitive damages in an amount sufficient to punish Defendants for the wrongful conduct alleged herein on the first cause of action in and to deter such conduct in the future;

4. For one hour of pay for each workday that a meal period was not provided, together with interest thereon;

5. For one hour of pay for each workday that a rest period was not authorized or permitted, together with interest thereon;

6. For a wage premium of fifty dollars ($50) for the first period for which Defendants failed to supply Plaintiffs with accurate itemized wage statements and one hundred dollars ($100) for each subsequent pay period for which Defendants failed to supply Plaintiffs with accurate itemized wage statements;

7. For a seven-hundred-fifty-dollar ($750) penalty for failure to provide each Plaintiff's payroll records under Labor Code § 226, subd. (f);

8. For a seven-hundred-fifty-dollar ($750) penalty for failure to provide each Plaintiff's personnel file under Labor Code §1198.5, subd. (*l*);

9. For restitution of full amounts, plus interest at the legal rate, of all unpaid wages, including but not limited to wrongfully withheld and/or converted gratuities, and wage premiums;

10. For civil penalties under the Private Attorneys General Act, Labor Code §2698 *et seq*. including Labor Code §§2699 and 2699.5, to be distributed as provided by statute;

11. For interest under Labor Code §§218.6 and 226 and Civil Code §§3287 and 3289;

12. For attorney's fees and costs of suit, to the extent permitted by law, including under Labor Code §§218.6, 226, 1198.5, 2699, and Code of Civil Procedure §1021.5;

13. For an order enjoining Defendants from continuing to engage in the aforementioned unlawful business practices in violation of Business & Professions Code §17200;

and,

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

DATED: October 28, 2026

James H. Cordes and Associates,

[ELECTRONICALLY SIGNED; CRC RULE 2.257]

/s/ James H. Cordes
James H. Cordes, Esq.
Attorney for Plaintiffs
MANUEL D. RODRIGUEZ GOMEZ, PETER A. LOW JR., HILDA JUDITH CAMPOS, ELISEO SANCHEZ, ANDREA MEDEA, NOE ESCALANTE, SALVADOR YEPEZ MEJIA, CARLOS FARIAS, SEVERO VILLA MAGALLON, and AMIT ASHOK BHANDAGI

JURY TRIAL DEMAND

Plaintiffs hereby demand trial by jury.

DATED: October 28, 2026

James H. Cordes and Associates,

[ELECTRONICALLY SIGNED; CRC RULE 2.257]

/s/ James H. Cordes
James H. Cordes, Esq.
Attorney for Plaintiffs
MANUEL D. RODRIGUEZ GOMEZ, PETER A. LOW JR., HILDA JUDITH CAMPOS, ELISEO SANCHEZ, ANDREA MEDEA, NOE ESCALANTE, SALVADOR YEPEZ MEJIA, CARLOS FARIAS, SEVERO VILLA MAGALLON, and AMIT ASHOK BHANDAGI