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Attorneys for Plaintiff RONNETTE SANCHEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

RONNETTE SANCHEZ,

Plaintiff,

vs.

SHENGYUN LLC; XINYI LI; UNIUNI  
LOGISTICS INC.; BAO JIAN LIANG; and  
DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: **24STCV12121**

) **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 GIVE REST BREAKS**  
) **7) FAILURE TO GIVE MEAL BREAKS**  
) **8) FAILURE TO REIMBURSE FOR**  
) **BUSINESS EXPENSES;**  
) **9) FAILURE TO PAY WAGES WHEN**  
) **EMPLOYMENT ENDS**  
) **10) PRIVATE ATTORNEYS GENERAL**  
) **ACT ("PAGA");**  
) **11) VIOLATION OF CALIFORNIA**  
) **BUSINESS AND PROFESSIONS**  
) **CODE SECTION 17200**

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, RONNETTE SANCHEZ (hereinafter “Plaintiff”), and alleges as follows:

**PARTIES, JURISDICTION, VENUE**

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants SHENGYUN LLC; XINYI LI; UNIUNI LOGISTICS INC.; BAO JIAN LIANG and DOES 1 to 25, inclusive, (hereinafter collectively known as “Defendant(s)” or “SHENGYUN”), do business in the County of Los Angeles and because Defendants’ obligations and liabilities arise therein. 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 SHENGYUN LLC is and was a California Limited Liability Company, doing business in Los Angeles County, California and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant UNIUNI LOGISTICS INC. is and was a California corporation, doing business in Los Angeles County, California., and which employed Plaintiff.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendants XINYI LI and BAO JIAN LIANG are residents of the State of California, and the owners, managing agents, and/or directors of SHENGYUN LLC and UNIUNI LOGISTICS INC., respectively. XINYI LI and BAO JIAN LIANG are being included in this lawsuit pursuant to Labor Code Section 558.1 in that they were and are involved in the day-to-day operations of the businesses, including the wage and hour policies and practices, and as such, they controlled the hours, wages, and/or working conditions of Plaintiff and other hourly, non-

1 exempt employees. Defendants SHENGYUN LLC; XINYI LI; UNIUNI LOGISTICS INC.;  
2 BAO JIAN LIANG are all considered joint employers in that they each controlled the wages,  
3 hours, and/or working conditions of Plaintiff and other employees. Defendants SHENGYUN  
4 LLC; XINYI LI; UNIUNI LOGISTICS INC.; and BAO JIAN LIANG collectively referred to  
5 herein as “Defendant(s)” (unless otherwise noted) or “SHENGYUN”.

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

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

#### 18 **GENERAL ALLEGATIONS**

19 8. Plaintiff employment with SHENGYUN ended on or around late 2023. During her  
20 employment tenure, Plaintiff was hired as a delivery driver and was seemingly misclassified as  
21 an independent contractor.

22 9. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),  
23 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas  
24 Security Services USA, Inc., an onsite security provider. After about a year of employment,  
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1 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff  
2 specifically alleged violations to the Labor Code requiring immediate payment of wages upon  
3 termination of employment and weekly payment of wages to temporary employees. The trial  
4 court determined Huff was not a temporary employee, and therefore, lacked standing to bring  
5 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court  
6 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue  
7 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not  
8 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the  
9 PAGA representative to sue for violations that the representative has personally suffered. The  
10 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves  
11 and others. The statute also states that an “aggrieved employee” is “any person who was  
12 employed by the alleged violator and against whom one or more of the alleged violations was  
13 committed.” Because at least one of the violations that Huff had alleged had affected him  
14 personally, the Court of Appeal denied Securitas’ motion.  
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17 10. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and  
18 other employees, it allows for suits broader than the specific violations the named  
19 employee experienced. Therefore, even if the employee did not personally experience the  
20 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is  
21 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on  
22 behalf of all other employees, including ALL hourly, non-exempt employees and those  
23 employees who were improperly classified as 1099 independent contractors and who worked  
24 for SHENGYUN in the State of California during the relevant PAGA period.  
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26 11. It is Plaintiff’s position that SHENGYUN has violated the following Labor Code  
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1 Sections against Plaintiff and other similarly situated aggrieved employees, who include all non-  
2 exempt, hourly employees and those misclassified as independent contractors who worked for  
3 SHENGYUN in the State of California during the relevant PAGA period.

4 12. At all times during her employment tenure with SHENGYUN, Plaintiff was  
5 supposed to be considered an hourly, non-exempt employee, however, Plaintiff was  
6 misclassified as an independent contractor and received Zelle payments without any  
7 deductions. It is Plaintiff's position that over the course of her employment tenure, Plaintiff  
8 and other similarly situated aggrieved employees have been willfully misclassified as  
9 "independent contractors" pursuant to California Labor Code section 226.8. It is Plaintiff's  
10 firm position that Plaintiff and others were in fact SHENGYUN's employees, however, they  
11 had not been treated as such throughout their employment tenure with SHENGYUN.  
12

13 13. SHENGYUN committed numerous labor code violations as follows:  
14 SHENGYUN violated Labor Code section 226.8. Pursuant to Labor Code section 226.8(a)(1), it  
15 is unlawful for any person or employer to willfully misclassify an individual as an independent  
16 contractor. "Willful misclassification means avoiding employee status for an individual by  
17 voluntarily and knowingly misclassifying that individual as an independent contractor." Cal.  
18 Lab. Code Section 226.8(i)(4). If a person or employer has willfully misclassified an individual  
19 as an independent contractor, the person or employer shall be subject to a civil penalty of not  
20 less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for  
21 each violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code  
22 Section 226.8(b). If the person or employer has engaged in or is engaging in a pattern or practice  
23 of willfully misclassifying individuals as independent contractors, the person or employer shall  
24 be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than  
25 twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or  
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1 fines permitted by law. Cal. Lab. Code Section 226.8(c). This is so because SHENGYUN treated  
2 Plaintiff and others as employees with a set schedule of work from Monday through Friday.

3 14. In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th  
4 903, the Supreme Court developed the “ABC TEST” to determine whether an independent  
5 contractor is an employee. Under the ABC TEST, a worker will be deemed to have been  
6 “suffered or permitted to work,” and thus, an employee for wage order purposes, unless the  
7 putative employer proves:

8  
9 (a) that the worker is free from the control and direction of the hiring entity in connection  
10 with the performance of the work, both under the contract for the performance of the  
11 work and in fact;

12 (b) that the worker performs work that is outside the usual course of the hiring entity’s  
13 business; and

14 (c) that the worker is customarily engaged in an independently established trade,  
15 occupation, or business of the same nature as the work performed.  
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17 15. Note that each of these requirements need to be met in order for the presumption that a  
18 worker is an employee to be rebutted, and for a court to recognize that a worker has been properly  
19 classified as an independent contractor.

20 16. Here, it is unequivocally clear that SHENGYUN would not be able to get past the second  
21 part of the test since Plaintiff and others were unequivocally doing work (delivery duties) related  
22 to SHENGYUN’s core business of logistics/delivery services. As such, SHENGYUN willfully  
23 misclassified Plaintiff and other aggrieved employees as independent contractors. Moreover,  
24 there was plenty of control by SHENGYUN as it related to Plaintiff’s and other aggrieved  
25 employees’ schedules and working conditions.  
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27 17. SHENGYUN also violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it  
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1 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,  
2 including the statutory minimum wage for all hours worked and for “off the clock” work. This  
3 is so because SHENGYUN simply did not have a timekeeping system and paid Plaintiff a flat  
4 rate for each package delivered on piece-rate basis. Plaintiff and others were not paid an hourly  
5 rate. There was no travel time pay for traveling between delivery locations and Plaintiff was not  
6 paid hourly whatsoever. Due to the travel time and the number of locations Plaintiff visited,  
7 Plaintiff’s and others’ monthly pay was below the statutory minimum wage. She was essentially  
8 paid a piece rate for every package delivered; however, she did not receive any compensation  
9 for any non-productive time under Labor Code section 226.2, including the travel time, the time  
10 it took to sort the packages before going on the road to deliver, scanning and organizing the  
11 packages, as well as cleaning. Additionally, California Labor Code section 226.2, effective  
12 January 1, 2016, provides that employees shall be compensated for rest and recovery periods and  
13 other non-productive time separate from any piece-rate compensation. Section 226.2 further  
14 requires that employees must be compensated for these time periods at a rate no less than the  
15 highest federal, state, or local minimum wage that is applicable to the employment. SHENGYUN  
16 did not fully and accurately compensate Plaintiff, and all similarly situated aggrieved employees  
17 for rest and recovery periods and other non-productive time (mentioned above) separate from  
18 any piece-rate compensation. Moreover, and since SHENGYUN required Plaintiff and others to  
19 use their personal vehicles for delivery purposes, SHENGYUN was supposed to pay Plaintiff  
20 and others twice the minimum wage pursuant to Section 9B of the applicable Industrial Welfare  
21 Commission Wage Order 4 or 9. It is also important to note that per company policy, if a worker  
22 such as Plaintiff was not able to deliver a package on a particular day, the employee had to drop  
23 off the package the next day even if that employee had a day off (and the employee wouldn’t get  
24 paid for delivering that package).

1 18. Due to the above violations, and especially based on the fact that Plaintiff and others  
2 were not paid hourly, SHENGYUN also violated Labor Code §510 because it failed to pay  
3 Plaintiff and other aggrieved employees overtime and double time compensation, even though  
4 they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout  
5 their employment. Plaintiff's and other aggrieved employees' actual work hours entitled them to  
6 overtime compensation, however, SHENGYUN did not compensate its hourly, non-exempt  
7 employees with any overtime as a matter of company policy. Plaintiff and others would work  
8 12-15 hours, 7 days per week, starting at 430am or 5am (through the late hours of the evening –  
9 7pm-9pm) and always starting their day with sorting the packages, however, overtime  
10 compensation was simply not enforced and not part of company policy especially due to the  
11 misclassification of employees. Furthermore, SHENGYUN 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. There was also no overtime compensation despite Plaintiff and others working 7  
16 consecutive days in a pay period.

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19 19. SHENGYUN also violated Labor Code § 226.7 and the appropriate Industrial Welfare  
20 Commission Wage Order no. 4/9 because it failed to provide Plaintiff and other similarly situated  
21 aggrieved employees with 10-minute rest periods for every four hours of work, or majority  
22 portion thereof, throughout their employment. SHENGYUN did not completely relieve Plaintiff  
23 and others of all duty during said rest periods. SHENGYUN did not pay to Plaintiff and others  
24 one additional hour of pay at Plaintiff's regular rate of compensation for each workday that one  
25 or more statutory rest periods was not provided. It was not part of the company policy for  
26 employees such as Plaintiff to take even one rest break, especially since they were misclassified  
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1 as 1099 workers. The concept of rest breaks was not implemented as it was not company policy.  
2 As such, Plaintiff did not and does not take statutory rest breaks during her employment due to  
3 the nature of the work and having to deliver a large amount of packages. Moreover, it would not  
4 have been possible for employees such as Plaintiff and others to take such rest breaks due to  
5 being alone and having to consistently deliver packages and meet deadlines. As such, the culture  
6 as well as the policies and procedures of SHENGYUN did not lend itself to the employees  
7 receiving consistent statutory rest breaks wherein they were relieved of all work duties. The  
8 environment at SHENGYUN was not conducive to receiving multiple statutory rest breaks under  
9 California law and timely, statutory rest breaks were not authorized or enforced. Moreover, since  
10 SHENGYUN misclassified Plaintiff as a 1099 independent contractor, they figured they could  
11 get away with not providing any statutory breaks.  
12

13 20. SHENGYUN violated Labor Code §§ 512 and 226.7 and the appropriate Industrial  
14 Welfare Commission Wage Order no. 4/9 because it failed to provide hourly, non-exempt  
15 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods  
16 for every five (5) hours of work throughout their employment. SHENGYUN did not completely  
17 relieve Plaintiff and other employees of all duty during said meal periods. SHENGYUN did not  
18 pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their regular  
19 rate of compensation for each workday that one or more statutory meal periods was not provided.  
20 Plaintiff did not receive any meal breaks during her employment tenure as meal breaks simply  
21 did not exist. Like the rest breaks, receiving a thirty-minute uninterrupted and timely meal break  
22 was not part of the company culture and was not enforced by SHENGYUN. Consequently, it  
23 was the normal practice and custom of SHENGYUN not to authorize, permit, and enforce timely  
24 statutory meal periods. If SHENGYUN had Plaintiff sign a meal period waiver, it would not be  
25 valid and enforceable since Plaintiff and others generally worked more than a 6-hour shift in a  
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1 day (Plaintiff worked 12-15 hours per day). If SHENGYUN had Plaintiff sign an on-duty meal  
2 period agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid  
3 and unenforceable because the nature of Plaintiff's job as a delivery driver does not and did not  
4 prevent her from taking a meal period and the company could have hired "breakers" to relieve  
5 Plaintiff of her job duties so that she can actually take a timely, uninterrupted meal period.  
6 Moreover, any such "on duty" meal period agreement did not allow for Plaintiff to revoke such  
7 an agreement even if it was signed. As such, Plaintiff and others did not receive statutory, timely  
8 meal periods during their employment. To the extent that SHENGYUN argues that employees  
9 receive meal break premium pay for missed, short, or late meal periods, that argument is  
10 inconsequential for PAGA penalty purposes since the PAGA penalties are for the violations  
11 themselves, irrespective of whether an employee received the premium payment for a missed,  
12 short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated,  
13 "section 226.7 does not give employers a lawful choice between providing *either* meal and rest  
14 breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53  
15 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of pay does not excuse the  
16 violation; the employer has still committed a violation even if the remedy for the violation has  
17 been paid. See *Wert v. U.S. Bancorp.*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at \*4). As  
18 such, the work environment and culture at SHENGYUN was not conducive to receiving  
19 consistent, timely, statutory meal breaks under California law. Moreover, any meal or rest break  
20 premiums paid were not compensated at the weighted average regular rate, inclusive of bonuses  
21 and/or incentive payments as well as overtime compensation.

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25 21. Furthermore, during the relevant time period, and due to the above labor code violations,  
26 SHENGYUN failed to pay Plaintiff and other similarly situated aggrieved employees all wages  
27 due to them within any time period specified by California Labor Code section 204, including  
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1 all compensation for minimum wage violations, overtime, meal/rest premiums, and payment for  
2 non-productive time. SHENGYUN was also in violation of California Labor Code section 226(a)  
3 by failing to include pertinent information on the wage statements, including but not limited to,  
4 the correct hourly rate, all hours worked, overtime hours worked, all earned tips, correct overtime  
5 pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all  
6 deductions, the correct start and end of the pay period, all employee identifying information, the  
7 correct and complete name and address of the legal employer, and reimbursement for business  
8 expenses, among others. In fact, since SHENGYUN misclassified Plaintiff and others are  
9 independent contractors, Plaintiff and others did not receive any pay stubs with all the required  
10 information on them. As such, SHENGYUN did not provide Plaintiff and other similarly situated  
11 aggrieved employees with complete, accurate itemized wage statements.  
12

13 22. During the relevant time period, SHENGYUN also failed to keep accurate and complete  
14 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and  
15 others pursuant to California Labor Code sections 1174(d).  
16

17 23. SHENGYUN also violated Labor Code § 203 because it willfully failed to pay Plaintiff  
18 and other similarly situated aggrieved employees earned and due wages upon separation of  
19 employment, either immediately upon involuntary termination, or within 72 hours of resignation.  
20 These earned but unpaid wages include compensation for all hours worked, including minimum  
21 wages, overtime compensation, and premium pay for missed meal and rest breaks.  
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23 24. During the relevant time period, Plaintiff and other aggrieved employees incurred  
24 necessary, business-related expenses and costs that were not reimbursed by SHENGYUN. These  
25 costs include, but are not limited to, use of personal cell phones for work purposes (to decipher  
26 delivery locations, scan packages, and GPS), and use of personal vehicles (mileage) to effectuate  
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her job duties in delivering packages. Accordingly, SHENGYUN was in violation of California Labor Code sections 2800 and 2802.

25. Furthermore, SHENGYUN did not provide for any sick pay that was also delineated on employee pay stubs and also failed to provide proper sick leave in violation of Labor Code sections 233 and 246. Moreover, SHENGYUN failed to provide worker's compensation in contravention of Labor Code section 3700.5.

26. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section 558 and has engaged in business practices which violate Business and Professions Code Section 17200.

### **FIRST CAUSE OF ACTION**

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

**(California Industrial Welfare Commission Order 4-2001/9-2001, California Code of Regulations Title 8 Section 11040/11090, and California Labor Code Section 1198)**

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

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

28. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001/9-2001, California Code of Regulations, Title 8, Section 11040/11090.

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

30. Under the aforementioned wage order and regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years

1 preceding the filing of this Complaint.

2 31. As a proximate result of the aforementioned violations, Plaintiff has been damaged in  
3 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of  
4 this Court.

5 32. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
6 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is  
7 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus  
8 reasonable attorney's fees and costs of suit.  
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10 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
11 along with any allowable interest, penalties, attorney's fees, and costs which will equal an  
12 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGES**

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

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

17 34. Plaintiff re-alleges and incorporates by reference each and every allegation in  
18 paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.  
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20 35. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer  
21 to suffer or permit a California employee to work without paying wages at the minimum wage  
22 rate for all hours worked as required by the applicable Industrial Welfare Commission  
23 (hereinafter "IWC") Wage Order No. 4-2001/9-2001, codified at California Code of  
24 Regulations, Title 8, Section 11040/11090, subdivision 4.  
25

26 36. Pursuant to IWC Wage Order no. 4-2001/9-2001, subdivision 2, at all  
27 relevant times, "hours worked" included "the time during which an employee is subject to the  
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1 control of an employer, and includes all the time the employee is suffered or permitted to work,  
2 whether or not required to do so...”

3 37. During her employment, Plaintiff was regularly required as a matter of uniform  
4 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff  
5 was paid less than the minimum wage rate by Defendants for hours worked in violation of  
6 California Labor Code Section 1197 and the applicable California Industrial Wage  
7 Commission wage order(s).  
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9 39. Plaintiff was, at all relevant times, under the control of Defendants and suffered or  
10 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately  
11 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants  
12 to believe that their acts or omissions were not contrary to California law.

13 40. For all hours worked by Plaintiff for which she was paid less than the minimum wage  
14 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum  
15 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount  
16 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,  
17 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.  
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19 41. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
20 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at  
21 trial.  
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### 23 **THIRD CAUSE OF ACTION**

#### 24 **FAILURE TO PAY OVERTIME**

25 **(California Industrial Welfare Commission Order 4-2001/9-2001, California Code of**  
26 **Regulations Title 8 Section 11040/11090)**

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

28 42. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 41, inclusive, of this Complaint as though fully set forth herein. This  
2 cause of action is brought by Plaintiff against all Defendants jointly and individually.

3 43. Pursuant to Industrial Welfare Commission Orders No. 4-2001/9-2001, California  
4 Code of Regulations, Title 8, Section 11040/11090, for the period of Plaintiff's employment,  
5 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one  
6 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day  
7 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in  
8 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh  
9 consecutive work day in a week.  
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11 44. Plaintiff was a non-exempt employee entitled to the protections of the California  
12 Industrial Welfare Commission Order No. 4-2001/9-2001, California Code of Regulations,  
13 Title 8, Section 11040/11090.

14 45. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a  
15 single workweek on numerous occasions.  
16

17 46. Plaintiff worked more than twelve (12) hours in a single workday.

18 47. Plaintiff was entitled to the above overtime premiums.

19 48. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
20 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.

21 49. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
22 Plaintiff's correct regular rate of pay for hours worked past forty (40) in a week.  
23

24 50. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's correct  
25 regular rate of pay for hours worked past twelve (12) in a day.

26 51. Plaintiff worked at least one pay period in which she was not properly paid the correct  
27 amount of overtime within the three (3) years prior to the initiation of this lawsuit.  
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1 52. Defendants know or should know the actual dates of overtime worked, the amount of  
2 overtime worked, and the amount of unpaid overtime due.

3 53. As a proximate result of Defendants' violations, Plaintiff has been damaged in an  
4 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
5 Court.

6 54. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
7 Regulations, Title 8, Section 11040/11090, Plaintiff is entitled to recover damages for the  
8 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
9 reasonable attorney's fees and costs of suit.  
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11 **FOURTH CAUSE OF ACTION**

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

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

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

15 55. Plaintiff re-alleges and incorporates by reference each and every allegation in  
16 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein. This  
17 cause of action is brought by Plaintiff against all Defendants jointly and individually.  
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19 56. Labor Code section 226(a) requires employers provide employees with itemized wage  
20 statements.

21 57. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked  
22 and the applicable hourly rates.  
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24 58. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable  
25 hourly rates in effect during the pay period and the corresponding number of hours worked at  
26 each hourly rate.

27 59. Pursuant to California Labor Code Section 226, every employer must furnish each  
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1 employee an itemized statement of wages and deductions at the time of payment of wages.

2 60. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs  
3 that accurately reflected all information required by Labor Code Section 226, including but not  
4 limited to, gross wages earned, net wages earned, total hours worked by the employee, all  
5 deductions, overtime hours and pay, premium pay for rest break and meal break violations, and  
6 business expense reimbursement, among others. Therefore, Defendants failed to maintain and  
7 provide accurate itemized wage statements to Plaintiff in accordance with California Labor  
8 Code Section 226(a).  
9

10 61. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the  
11 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
12 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay  
13 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and  
14 reasonable attorney's fees.  
15

16 62. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has  
17 sustained damages, including loss of earnings, in an amount to be established at trial. As a  
18 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,  
19 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs  
20 and attorney's fees pursuant to statute.  
21

## 22 **FIFTH CAUSE OF ACTION**

### 23 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

24 **(California Labor Code Section 204)**

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

26 63. Plaintiff re-alleges and incorporates by reference each and every allegation in  
27  
28

1 paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein. This  
2 cause of action is brought by Plaintiff against all Defendants jointly and individually.

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

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

7 66. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is  
8 informed, believes, and thereon alleges, that all times relevant during the liability period,  
9 Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all  
10 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating  
11 Plaintiff with premium pay for missed rest and meal breaks.  
12

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

## 18 **SIXTH CAUSE OF ACTION**

### 19 **FAILURE TO GIVE REST BREAKS**

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

21 68. Plaintiff re-alleges and incorporates by reference each and every allegation in  
22 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein. This  
23 cause of action is brought by Plaintiff against all Defendants jointly and individually.  
24

25 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 26 a. Title 8 of the California Code of Regulations Section 11040/11090(11)(A), which  
27 provides that every employer shall authorize and permit all employees to take rest  
28

periods, which insofar as practicable shall be in the middle of each work period.

The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- b. Title 8 of the California Code of Regulations Section 11040/11090(11)(B), which provides that 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 employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations section 11040/11090(18)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

70. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

71. Under this cause of action, Plaintiff prays for wages due to her under the statutes,

1 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
2 penalties, attorney's fees and costs, in an amount to be proven at trial. Specifically, Plaintiff  
3 prays for the foregoing moneys calculated from 3 years immediately preceding the filing of  
4 this lawsuit.

5 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees  
6 as well as interest under Labor Code section 218.6.

7 **SEVENTH CAUSE OF ACTION**

8 **FAILURE TO GIVE MEAL BREAKS**

9  
10 **(Plaintiff against all named defendants and all DOE defendants)**

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

13 74. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 14 a. California Labor Code section 512(a), which requires that employees be given a 30-  
15 minute uninterrupted meal break after five (5) hours of work, and a second  
16 uninterrupted meal break after ten (10) hours of work;  
17  
18 b. California Labor Code section 226.7, which states that (a) no employer shall require  
19 any employee to work during any meal period mandated by an applicable order of  
20 the Industrial Welfare Commission, and (b) if any employer fails to provide an  
21 employee a meal period in accordance with an applicable order of the Industrial  
22 Welfare Commission, the employer shall pay the employee one (1) additional hour  
23 of pay at the employee's regular rate of compensation for each workday that the  
24 meal period is not provided;  
25  
26 c. California Industrial Welfare Commission Order No. 4/9 section 11(B)/10(B), as  
27 codified under Title 8 of the California Code of Regulations Section 11040/11090,  
28

1 which state that if an employer fails to provide an employee a meal period in  
2 accordance with the applicable provisions of the Wage Order, the employer shall  
3 pay the employee one (1) hour of pay at the employee's regular rate of  
4 compensation for each workday that the meal period is not provided;

- 5 d. California Industrial Welfare Commission Wage Order No. 4/9 Section  
6 7(A)(3)/6(A)(3), as codified under Title 8 of the California Code of Regulations  
7 Section 11040/11090, which require an employer to maintain records documenting  
8 its employees' meal periods;  
9  
10 e. California Industrial Welfare Commission wage order No. 4/9 Section 20(A)/18(A),  
11 as codified under California Code of Regulations Section 11040/11090, which  
12 penalizes the employer \$50.00 for each initial violation, per employee, of any  
13 provision of the Wage Order, and \$100.00 for each additional violation thereafter  
14 per employee; and  
15  
16 f. California Labor Code section 1171 and 1173, which have given the California  
17 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos.  
18 4/9) as enforceable law.

19 75. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks  
20 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted  
21 to take a second relieved meal break after ten (10) hours of work, as required by California  
22 law. California Labor Code section 512(a) and California Industrial Welfare Commission  
23 Order No. 4/9, as codified under California Code of Regulations Sections 11040/11090 et. seq.,  
24 require that employees receive uninterrupted meal periods every five (5) hours of consecutive  
25 work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of  
26 all work duty. California Labor Code section 226.7 provides that employers may not require  
27  
28

1 their employees to work through their meal periods. California Labor Code section 226.7 and  
2 California Code of Regulations section 11040/11090 require that if the employer fails to  
3 provide the employee with an uninterrupted meal period, the employer must pay the employee  
4 one (1) hour of pay for each work day that the meal period is not given.

5 76. Under this cause of action, Plaintiff prays for wages due to her under the statutes,  
6 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
7 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for  
8 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.  
9

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

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

## 16 **EIGHTH CAUSE OF ACTION**

### 17 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

18 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

19 79. Plaintiff re-alleges and incorporates by reference each and every allegation in  
20 paragraphs 1 through 78, inclusive, of this Complaint as thought fully set forth herein.

21 80. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her  
22 employee for all necessary expenditures or losses incurred by the employee in direct  
23 consequence of the discharge of his or her duties."  
24

25 81. Beginning at most 3 years prior to the filing of this complaint, in order to discharge  
26 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course  
27 of completing her job duties, which were not reimbursed by Defendants. These expenses  
28

1 include, but are not limited to, use of personal cell phones for work purposes (to decipher  
2 delivery locations, scan packages, and GPS), and use of personal vehicles (mileage) to  
3 effectuate her job duties in delivering packages.

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

6 **NINTH CAUSE OF ACTION**

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

8 **(California Labor Code Sections 201, 202, 203)**

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

10 83. Plaintiff re-alleges and incorporates by reference each and every allegation in  
11 paragraphs 1 through 83, inclusive, of this Complaint as though fully set forth herein.

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

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

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

22 87. After Plaintiff's employment with Defendants ended, Defendants willfully  
23 refused and continue to refuse to pay her unpaid wages as required by Labor Code Section  
24 203.

1 88. Under this cause of action, Plaintiff prays for penalties due under the statutes  
2 alleged along with any allowable interest, penalties, attorney's fees, and costs according to  
3 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year  
4 immediately preceding the filing of this lawsuit.

5 89. Under this cause of action, Plaintiff also prays for attorney's fees and costs  
6 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages  
7 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.  
8

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

12 **TENTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **Representative Claim for PAGA penalties under California Labor Code sections 201,**  
15 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 233, 246, 510, 512, 558, 1174,**  
16 **1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 3700.5)**

17 **(Plaintiff Against all Named Defendants and all DOE Defendants)**

18 91. Plaintiff re-alleges and incorporates by reference each and every allegation in  
19 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

20 92. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
21 Defendants of the specific violations of the California Labor Code that Defendants  
22 and DOE defendants have violated and continue to violate.  
23

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

26 94. Plaintiff therefore has exhausted all administrative remedies required of her under  
27 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
28

1 cause of action and pursue penalties in a representative action for Defendants' violations of the  
2 Labor Code.

3 95. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
4 that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
5 departments, divisions, commissions, boards, agencies, or employees for violation of the code  
6 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
7 on behalf of himself or herself and other current or former employees pursuant to the  
8 procedures specified in California Labor Code section 2699.3.  
9

10 96. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged  
11 violator and had one or more of the alleged violations committed against her, and therefore is  
12 properly suited to represent the interests of other current and former hourly, non-exempt  
13 employees who worked for SHENGYUN at all locations in the state of California during  
14 the relevant PAGA Period.  
15

16 97. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties under  
17 California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous  
18 provisions of the California Labor Code as alleged in this Complaint.

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

24 99. California Labor Code section 2699 et seq. imposes penalties upon culpable  
25 Defendants for violating the Labor Code.

26 100. California Labor Code section 558 establishes a civil penalty as follows: Any  
27 employer or other person action on behalf of an employer who violates, or causes to be  
28

1 violated, a section of this chapter or any provision regulating hours and days of work in any  
2 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section  
3 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty  
4 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
5 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid  
6 employee for each pay period for which the employee was underpaid...

7  
8 101. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by  
9 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
10 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved  
11 employees in this specific cause of action under the Private Attorneys General Act.

12 102. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for  
13 the following:

14 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,  
15 226.3, 226.7, 226.8, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,  
16 1198, 2800, 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial  
17 Welfare Commission Wage Order Provisions (no.4/9) violated based on the facts alleged in  
18 this Complaint.  
19

20 103. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney’s fees,  
21 costs, and civil penalties on behalf of other current and former aggrieved employees as alleged  
22 herein in an amount to be shown according to proof at trial and within the jurisdictional limits  
23 of this Court.  
24

25 **ELEVENTH CAUSE OF ACTION**

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

27 **(California Business and Professions Code Section 17200)**  
28

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

2           104. Plaintiff re-alleges and incorporates by reference each and every allegation in  
3 paragraphs 1 through 103, inclusive, of this Complaint as though fully set forth herein.

4           105. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants  
5 constitute unfair and unlawful business practices under California Business and Professions  
6 Code Section 17200, et seq.

7           106. Defendants' violations of California labor laws constitutes a business practice because  
8 it was done repeatedly over a significant period of time in a systematic manner that was  
9 detrimental to Plaintiff and others.

10          107. For the four years preceding the filing of this action, Plaintiff has suffered damages  
11 and request damages and/or restitution of all monies and profits to be disgorged from  
12 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of  
13 this Court.

14                               **PRAYER FOR RELIEF**

15          WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as  
16 follows:

- 17
- 18          1. For compensatory damages including lost past and future wages, regular wages,  
19 overtime, and all other sums of money, including employment benefits, together with  
20 interest on said amounts, and any other economic injury to Plaintiff, up to an amount of  
21 **\$150,000;**
  - 22          2. For special and consequential damages to Plaintiff in an amount up to **\$150,000;**
  - 23          3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount up  
24 to **\$4,000;**
  - 25          4. For damages and penalties pursuant to Labor Code Section 203 in an amount up to
- 26  
27  
28

1       **\$10,000;**

2       5. For damages and penalties pursuant to Labor Code Section 204/210 in an amount up to  
3       **\$25,000;**

4       6. For restitution and disgorgement for all unfair business practices by corporate Defendants  
5       against Plaintiff in an amount subject to proof at trial;

6       7. For an order enjoining corporate Defendants from further unfair and unlawful business  
7       practices in violation of Business and Professions Code Sections 17200, et seq.;

8       8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours  
9       when Plaintiff did not receive an uninterrupted thirty (30) minute meal period for an  
10      amount up to **\$25,000;**

11      9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major  
12      fraction thereof when Plaintiff did not receive a ten (10) minute rest break for an amount  
13      up to **\$25,000;**

14      10. For maximum civil penalties available under the Labor Code and applicable Wage Order  
15      against Defendant as described more particularly in the Complaint and Representative  
16      PAGA claim/action up to an amount of **\$150,000** for Plaintiff individually;

17      11. For all remedies available to Plaintiff under the applicable Wage Order and the  
18      Labor Code including an award of attorney's fees, costs, interest, and penalties  
19      according to proof to the extent permitted by law;

20      12. For restitution and/or damages for all amounts unlawfully withheld from the wages of  
21      Plaintiff, as may be proven;

22      13. For the imposition of civil penalties and/or statutory penalties;

23      14. For all interest as allowed by law;

24      15. For all costs and disbursements incurred in this suit;

25      16. Reasonable attorney's fees where available by law, including but not limited to,  
26      pursuant to the California Labor Code, Code of Civil Procedure section 1021.5, and/or  
27      other applicable laws; and  
28

///

///

1 17. For such other and further relief as this Court may deem proper.

2  
3 DATED: May 14, 2024

MESSRELIAN LAW INC.

4  
5 By   
6 Harout Messrelian, Esq.  
7 Attorneys for Plaintiff Ronnette Sanchez

8 **DEMAND FOR JURY TRIAL**

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

10 DATED: May 14, 2024

MESSRELIAN LAW INC.

11  
12 By   
13 Harout Messrelian, Esq.  
14 Attorneys for Plaintiff Ronnette Sanchez  
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