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Superior Court of California
County of Sacramento
09/09/2024
By: M. Chapman Deputy

Attorneys for Plaintiff Brian Organ,
As a Private Attorney General on Behalf of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

Brian Organ, as a Private Attorney
General on behalf of the State of
California,

Plaintiff,

vs.

Care.Stat!, Inc. Db a CareRev; and
Does 1-10, inclusive,

Defendants.

Case No.: **24CV017914**

REPRESENTATIVE ACTION COMPLAINT
FOR:

VIOLATION OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (CAL. LABOR CODE §§ 2698,
ET SEQ.)

1 Plaintiff Brian Organ, as a Private Attorney General on behalf of the State of California,
2 hereby alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against Defendants Care.Stat!, Inc. DBA
5 CareRev (“Defendant CareRev”), and Does 1 through 10, inclusive (collectively, “Defendants”),
6 as a Private Attorney General on behalf of the State of California. Plaintiff seeks to recover civil
7 penalties for all California-based aggrieved employees during the “Relevant Time Period”
8 (defined as one year and sixty-five days before the filing of this action until the date of
9 commencement of trial) who incurred wage and hour violations and losses as hereinafter
10 described.

11 2. Defendant CareRev is a Delaware corporation headquartered in California that
12 provides mobile phone application-based staffing for hospitals, outpatient centers, and other
13 medical providers in California.

14 3. On June 17, 2024, Plaintiff gave notice of these claims to the California Labor and
15 Workforce Development Agency (“LWDA”) and to the agent for service of process for Defendant
16 CareRev. Plaintiff has not received a response from the LWDA indicating that it intends to
17 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the
18 PAGA. Plaintiff asserts claims for civil penalties as a representative of the State of California, as
19 authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent permitted
20 by law, on behalf of aggrieved employees who held the positions identified herein and suffered
21 one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

22 4. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
23 pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

24 5. Plaintiff is informed and believes, and thereon alleges, during the Relevant Time
25 Period, Defendants had a consistent policy of violating state wage and hour laws by, among other
26 things:

- 27 a. Willfully failing to properly classify workers as employees;

- b. Failing to pay all wages for all hours worked, including minimum, regular, and overtime wages;
- c. Failing to provide legally compliant off-duty meal periods or compensation in lieu thereof;
- d. Failing to provide legally compliant duty-free rest breaks or provide compensation in lieu thereof;
- e. Failing to indemnify all reasonable and necessary business expenses;
- f. Unlawfully deducting wages;
- g. Failing to provide accurate, itemized wage statements;
- h. Failing to pay all wages due upon termination or separation of employment;
- i. Failing to timely produce all personnel records;
- j. Failing to provide workers' compensation coverage and insurance; and
- k. Failing to provide sick pay.

6. Plaintiff brings this representative action seeking monetary relief against Defendants on behalf of himself and other aggrieved employees to recover, among other things, penalties, attorney's fees, costs and expenses pursuant to the PAGA.

JURISDICTION AND VENUE

7. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

8. The Superior Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. The Superior Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and

1 substantial justice.

2 10. Venue is proper in the Superior Court because, upon information and belief,
3 Defendants reside, transact business, or have offices in this county, and the acts and omissions
4 alleged herein took place in this county.

5 **THE PARTIES**

6 11. Plaintiff is a citizen of California and was employed by Defendants in California
7 during the Relevant Time Period as alleged herein.

8 12. Plaintiff is informed and believes, and thereon alleges, that Defendants were and
9 are a corporation doing business throughout the State of California, and at all times hereinafter
10 mentioned, were and are an employer as defined in and subject to the California Labor Code and
11 Industrial Welfare Commission ("IWC") Wage Orders, whose employees are and were engaged
12 throughout this county and the State of California.

13 13. Plaintiff is unaware of the true names or capacities of the defendants sued herein
14 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend this
15 Complaint and serve such fictitiously named defendants once their names and capacities become
16 known.

17 14. Plaintiff is informed and believes and thereon alleges, that DOES 1 through 10 are
18 or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all
19 relevant times.

20 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
21 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
22 1 through 10, acting as the agent or alter ego for the other, with legal authority to act on the other's
23 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
24 policy of Defendants.

25 16. Plaintiff is informed and believes and thereon alleges, that each of the Defendants
26 is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
27 occurrences, and transactions alleged herein.
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GENERAL ALLEGATIONS

A. Plaintiff Satisfies the Legal Test for Employee Status

17. Defendant operates a mobile phone application-based staffing company headquartered in Sacramento, California. Through its application, CareRev Marketplace (“Marketplace”), Defendant provides hospitals, outpatient centers, and other healthcare facilities in California with “the best and most experienced healthcare professionals possible in order to diminish turnover rates and ensure the highest level of confidence in [Defendant’s] candidates before they ever walk through the doors of a hospital.”¹ Defendant’s healthcare workers include nurses, physical therapists, medical technicians, and other professionals who work shifts, including per diem shifts, for Defendant’s clients.

18. In furtherance of its mission as a virtual staffing agency, Defendant: performs background checks and requires health testing for its healthcare workers before allowing them to service Defendant’s clients; trains and conducts orientations for its new workers; maintains workers’ credentialing paperwork and other important documents for review by Defendant’s clients; dictates the time, manner, and amount that Defendant’s workers are paid; and retains the right to discharge its workers at will. Despite exhibiting these hallmarks of an employee-employer relationship, Defendant willfully, knowingly, and intentionally misclassifies its healthcare workers, including Plaintiff, as independent contractors to illegally increase its profits.

19. Defendant utilizes a rigorous recruitment procedure in hiring its healthcare workers, which demands that applicants undergo a “comprehensive credentialing process,” submit proof of their professional qualifications, complete a competency checklist, pass a clinical assessment, complete “comprehensive background checks,” and verify completion of numerous health tests and immunizations. Not all applicants are hired.

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¹ <https://www.carerev.com/blog/carerevs-credentialing-and-onboarding-processes>

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Today, CareRev has over 40 people internally focused on recruiting, onboarding and deploying healthcare professionals. These teams ensure we meet or exceed credentialing requirements established by The Joint Commission, CMS, CDC, OSHA and HHS, so that each and every one of the healthcare professionals that accepts open hospital and health system shifts through CareRev is operating safely and compliantly. This is the core of our reputation and we've invested millions over the years into building out our processes and protocols for screening and onboarding healthcare professionals.

Before a healthcare professional using CareRev's app can accept a shift at a client's hospital or health system, we conduct thorough clinical evaluations, background checks and confirm clinical credentials against varied state requirements, depending on where the facility is located.

We are also certified by The Joint Commission — meaning that the nation's oldest, largest and most reputable healthcare certifying body has reviewed and signed off on our processes and protocols. For recertification, we go through a rigorous accreditation period every 24 months. Our credentialing process includes the following:

- Background checks conducted by a nationally recognized and accredited third party, KarmaCheck, and manually reviewed when necessary by our team comprised of registered nurses, risk management and credentialing specialists
- State specific background checks
- Checks of all global watchlists and federal, state and county criminal and civil records
- License verification through the industry-leading Nursys database
- Health and drug screenings
- Proof of immunizations
- Verification of Basic Life Support training
- Verification of Advanced Cardiac Life Support, Pediatric Advanced Life Support, National Institutes of Health Stroke Scale and Crisis Prevention Institute certifications by specialty
- Facility-specific requirements including a mask fit test, computer-based trainings, facility orientations, etc.

21. Defendant also advertises that it can be relied on to maintain important documentation regarding its workers for its clients' convenience and review. Defendant's healthcare workers provide such documentation to Defendant, as their employer, and not directly to Defendant's clients.

If your team is facing a long-term need to hire internal staff to operate top-of-license, your staffing managers can lean on per diem talent. Our talent pools of fully-vetted RNs, CNAs, and Surgical and Radiologic Technicians within your community are available for shifts upon request.

Staffing inefficiencies can strain a facility, creating urgency for viable, innovative solutions. For CareRev, that is at the core of what we do:

- our technology enhances support so facilities may increase efficiency of care
- our Joint Commission-certified onboarding processes makes it simple for recruiting and onboarding local professionals
- our convenient upload process for credentials provides accessibility to important documents for your staffing managers to review as needed

22. Plaintiff and Defendant's other healthcare workers perform work for Defendant by logging into Marketplace and accepting per diem shifts from Defendant's clients, which are visible to all workers and to Defendant's direct benefit. Plaintiff and the workers' activities are tracked by Defendant via Marketplace.

23. Shift postings like the one below indicate that a shift is for a “1099/Independent Contractor,” set out the non-negotiable hourly rate for the shift, and list the requirements that – according to Defendant – the worker must meet in order to work the shift.

Location: Clovis, CA

Position: Labor and Delivery Registered Nurse (RN)

Facility Type: Acute Care

Pay Rate: \$82-91/hr

Job Type: 1099 / Independent Contractor / Per Diem

Shift description

The CareRev app empowers healthcare professionals to book local shifts on demand as independent contractors. Choose the days you work, and book shifts that fit your schedule - whether that's day shift, evening shift, or night shift. Get paid fast with payouts twice per week via direct deposit. No contracts. No commitments. No burnout.

Minimum of 2-years experience as a Labor and Delivery Registered Nurse (RN) required to apply.

Command your healthcare career and define your life's balance with CareRev. Apply today to begin booking Labor and Delivery Registered Nurse (RN) shifts in Clovis, CA.

Requirements

- Current RN license and good standing with the State Board of Nursing.
- Current AHA BLS, NRP and electronic fetal heart monitoring certifications.
- Minimum of 2 years experience as an inpatient L&D RN within the last year.
- Experience circulating C-sections is a plus!
- Strong assessment skills surrounding pregnancy and labor including high risk cases.
- Must show competency with infant stabilization and electronic fetal heart monitoring and interpretation.

Perks

- Book shifts when you want, where you want - instantly from the CareRev app on your phone
- Create your own schedule without shift or long-term requirements
- Build a sustainable, independent career within your own community
- Payouts 2x per week via direct deposit
- Access to **exclusive perks**

24. Defendant prohibits Plaintiff and other healthcare workers from setting their rates of pay for their own services. Instead, Defendant’s workers are forced to accept the rate set by Defendant, which is presented to them through Marketplace. The workers’ pay is based on the hours logged directly into and tracked by Marketplace.

25. Defendant therefore controls every aspect of how its clients are charged for these services and how its healthcare workers are compensated. Defendant also dictates exactly when Plaintiff and the workers are paid (Tuesday and Friday) and exactly how they are paid for their labor (direct deposit). These terms are not open for negotiation but are completely controlled by Defendant.

1 **When and how do I get paid?**

2
3 Healthcare professionals log their hours directly in the CareRev app, which instantly displays a shift's total earnings. Payouts are delivered every Tuesday and Friday via direct deposit.

4 26. As part of its illegal scheme of misclassifying its employees as independent
5 contractors, Defendant requires its workers to bear the costs of business expenses for the company
6 and is illegally making a profit by forcing its employees to pay for such business expenses. This
7 policy is laid out explicitly in Defendant's Marketplace Terms of Use, which state that "[e]ach
8 Healthcare Professional is solely responsible for . . . providing the tools and instruments necessary
9 to perform their services."²

10 27. Defendant's Marketplace Terms of Use further provide that Defendant may
11 terminate workers' access to Marketplace – effectively terminating the employment relationship
12 – “with or without notice and without liability, for any reason, including if, in [Defendant's] sole
13 discretion, [the worker] violate[s] any provision of these Marketplace Terms, or for no reason.”³

14 28. The work that Defendant's healthcare workers perform is within the usual course
15 of Defendant's business. Defendant's workers, including Plaintiff, provide the service which
16 Defendant sells to its clients throughout California and other U.S. states. Indeed, Defendant earns
17 money by providing its clients with the labor of healthcare workers and receiving payment in
18 exchange, a service that is wholly dependent on workers such as Plaintiff.

19 29. Defendant is not merely a platform or uninterested bystander between healthcare
20 workers and Defendant's clients. Rather, as described above, Defendant is intimately involved in
21 and controls every aspect of the transaction, including performing background checks on its
22 workers before allowing them to connect with clients, providing workers with training and strict
23 policies to follow, setting workers' pay structure, and tracking workers' activity and productivity.
24 Defendant can also terminate workers for violating one or more of the rules which Defendant
25 imposes by the Marketplace Terms of Use, or with no cause at all.

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27 ² Marketplace Terms of Use, Section 2, “Relationships of the Parties.”

28 ³ Marketplace Terms of Use, Section 5, “Accessing the Marketplace and Account Security.”

1 30. Defendant's healthcare workers lack business autonomy. Workers are not each
2 engaged in an independently established business. Workers are dependent on Defendant to
3 identify clients and available shifts. By working for Defendant, these healthcare workers,
4 including Plaintiff, have not independently made the decision to go into business for themselves.
5 Instead, Defendant has unilaterally determined that Plaintiff and the other healthcare workers are
6 independent contractors while precluding them from taking the usual steps towards promoting
7 and establishing an independent business.

8 31. In sum, Defendant controls the terms of employment. Defendant maintains
9 uniform policies and terms of service which all workers, including Plaintiff, must comply with.

10 **B. Defendant's Misclassification of Plaintiff and Class Members Violates Their Rights**
11 **Under California Law**

12 32. Plaintiff performed services for Defendant as a healthcare worker during the
13 relevant time period. At all relevant times mentioned herein, Defendants employed Plaintiff and
14 other persons as employees who were misclassified as independent contractors.

15 33. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
17 knowledgeable about California wage and hour law, employment and personnel practices and the
18 requirements of California.

19 34. Plaintiff is informed and believes, and thereon alleges that Defendants knew or
20 should have known that Plaintiff and other aggrieved employees should not have been classified
21 as independent contractors. In violation of the Labor Code, Plaintiff and other aggrieved
22 employees were classified as independent contractors in a pattern and practice of willful
23 misclassification.

24 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that the aggrieved employees were entitled to receive wages for all time
26 worked (including minimum and overtime wages) and that they were not receiving all wages
27 earned for work that was required to be performed. In violation of the Labor Code and IWC Wage
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1 Orders, the aggrieved employees were not paid wages (including minimum and overtime wages)
2 for all hours worked when Defendants failed to pay or underpaid the aggrieved employees for all
3 hours worked, failed to pay for time spent in rest breaks, and unlawfully deducted their wages for
4 Occupational Accident Insurance, among other things.

5 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and the aggrieved employees were entitled to receive all rest
7 breaks or payment of one (1) additional hour of pay at Plaintiff and the aggrieved employees'
8 regular rate of pay when a rest break was missed and were entitled to payment of wages for time
9 spent when rest breaks were taken. In violation of the Labor Code and IWC Wage Orders, Plaintiff
10 and the aggrieved employees did not receive paid rest breaks or payment of one (1) additional
11 hour of pay at Plaintiff and other aggrieved employees' regular rate of pay when a rest break was
12 missed.

13 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the aggrieved employees were entitled to receive all meal
15 periods or payment of one (1) additional hour of pay at Plaintiff and the aggrieved employees'
16 regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of
17 the Labor Code and IWC Wage Orders, Plaintiff and the aggrieved employees did not receive all
18 meal periods or payment of one (1) additional hour of pay at Plaintiff and the aggrieved
19 employees' rate of pay when they did not receive a timely, uninterrupted meal period.

20 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that they were prohibited from withholding amounts from the wages of the
22 aggrieved employees, aside for certain statutory exceptions. In violation of the Labor Code,
23 Defendants made unlawful deductions from the aggrieved employees' wages for Occupational
24 Accident Insurance.

25 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that the aggrieved employees were entitled to timely payment of wages during
27 their employment. In violation of the California Labor Code, the aggrieved employees did not
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1 receive payment of all wages within permissible time periods.

2 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and the aggrieved employees were entitled to sick leave and
4 notice on their wage statements or other separate written statements that listed the balance of paid
5 sick leave that they should have been accruing. In violation of the California Labor Code, Plaintiff
6 and other aggrieved employees did not receive sick leave and notice on their wage statements or
7 other separate written statements that listed the balance of paid sick leave that they should have
8 been accruing or receive sick leave.

9 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other aggrieved employees were entitled to receive complete
11 and accurate wage statements in accordance with California law. In violation of the California
12 Labor Code, Plaintiff and other aggrieved employees were not furnished with complete and
13 accurate wage statements showing their total hours worked, number of hours worked at each
14 hourly rate, gross and net wages, and all applicable deductions among other things.

15 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and Waiting Time class members were entitled to timely
17 payment of wages upon separation of employment. In violation of the California Labor Code,
18 Plaintiff and Waiting Time class members did not receive payment of all wages including, but not
19 limited to, unpaid wages within permissible time periods.

20 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that the aggrieved employees were entitled to reimbursement for necessary
22 expenditures incurred in connection with the performance and execution of their job duties. In
23 violation of the California Labor Code, the aggrieved employees did not receive adequate
24 reimbursement for necessary business expenses, including but not limited to reimbursement for
25 use of their personal cell phones, personal automobiles or other transportation expenses, internet
26 expenses, and the cost of Occupational Accident Insurance.

27 44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
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1 should have known that Plaintiff is entitled to receive a copy of his personnel records within 21
2 days of requesting to receive such records. In violation of the California Labor Code, Defendant
3 did not provide Plaintiff with his personnel file, including his time records, upon Plaintiff's
4 request. In fact, Defendants failed to respond or produce any of Plaintiff's records whatsoever.

5 45. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and aggrieved employees were entitled to worker's
7 compensation insurance. In violation of the California Labor Code, Plaintiff and aggrieved
8 employees were not provided with worker's compensation insurance.

9 46. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
11 Defendants had the financial ability to pay such compensation but willfully, knowingly and
12 intentionally failed to do so all in order to increase Defendants' profits.

13 **FIRST CAUSE OF ACTION**

14 **ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. ("PAGA")**

15 47. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 48. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
18 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
19 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
20 violation of the code may, as an alternative, be recovered through a civil action brought by an
21 aggrieved employee on behalf of themselves or herself and other current or former employees
22 pursuant to the procedures specified in Labor Code § 2699.3.

23 49. For all provisions of the Labor Code except those for which a civil penalty is
24 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
25 dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two
26 hundred dollars (\$200.000) for each aggrieved employee per pay period for each subsequent pay
27 period in which Defendants violated these provisions of the Labor Code.
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1 50. Defendants' conduct with respect to Plaintiff and other aggrieved employees
2 violates numerous Labor Code sections including, but not limited to, the following:

- 3 a. Violation of Labor Code § 226.8 for willful failure to properly classify workers
4 as employees;
- 5 b. Violation of Labor Code §§ 218, 510, 1194, 1194.2, 1197, 1197.1, 1198,
6 1199(c), and the IWC Wage Orders for failure to pay all wages for all hours
7 worked, including minimum, regular, and overtime wages;
- 8 c. Violation of Labor Code §§ 226.7, 512, and the IWC Wage Orders for failure
9 to provide meal periods or compensation in lieu thereof;
- 10 d. Violation of Labor Code § 226.7 and the IWC Wage Orders for failure to
11 authorize or permit rest breaks or provide compensation in lieu thereof;
- 12 e. Violation of Labor Code §§ 2802, 2804, and the IWC Wage Orders for failure
13 to reimburse for reasonable and necessary business expenses;
- 14 f. Violation of Labor Code §§ 221 and 222.5 for the unlawful deduction wages;
- 15 g. Violation of Labor Code § 226 and the IWC Wage Orders for failure to provide
16 accurate, itemized wage statements;
- 17 h. Violation of Labor Code §§ 201-204, 256, 1198, and 2699 for failure to timely
18 pay all wages due during and upon termination of employment;
- 19 i. Violation of Labor Code §§ 226, 1198.5, and the IWC Wage Orders for failure
20 to produce all personnel records;
- 21 j. Violation of Labor Code §§ 3700 et seq. for failure to provide workers'
22 compensation coverage and insurance; and
- 23 k. Violation of Labor Code § 246 for failure to provide sick pay.

24 51. Plaintiff is an "aggrieved employee" because he was employed by the alleged
25 violator and had one or more of the alleged violations committed against him, and therefore are
26 properly suited to represent the interests of all other aggrieved employees.

27 52. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
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1 to Defendants and is therefore able to pursue a claim for penalties on behalf of themselves and all
2 other aggrieved employees under PAGA.

3 53. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
4 recover civil penalties for violations of the Labor Code sections cited above.

5 54. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
6 herein.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff, as a Private Attorney General on behalf of the State of
9 California, prays for judgment against Defendants as follows:

- 10 1. For civil penalties against Defendants on behalf of all aggrieved employees;
11 2. For reasonable attorney's fees and costs of suit to the extent permitted by law,
12 including pursuant to California Labor Code §§ 2699(g) and California Code of Civil
13 Procedure § 1021.5; and
14 3. For such other relief as the Court deems just and proper.
15

16 DATED: September 9, 2024

17 **LEBE LAW, APLC**

18 By: _____
19

20 Jonathan M. Lebe
Zachary T. Gershman
Rayne A. Brown

21 Attorney for Plaintiff Brian Organ, individually and
22 on behalf of all other aggrieved employees
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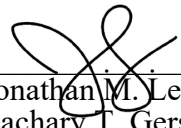
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: September 9, 2024

LEBE LAW, APLC

By: 
Jonathan M. Lebe
Zachary T. Gershman
Rayne A. Brown

Attorney for Plaintiff Brian Organ, individually and
on behalf of all other aggrieved employees