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Attorney for Plaintiff,
MARLENE LOPEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

MARLENE LOPEZ, an individual,
Plaintiff,

v.

MOMENTUM AGENCIES, a California non-
profit corporation; MODERN HERO, INC., a
California corporation; UNITED CEREBRAL
PALSY ASSOCIATION OF LOS ANGELES
COUNTY, a California non-profit corporation;
and DOES 1 through 20, inclusive,

Defendants.

Case No. **24STCV20230**

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §226.7);**
- 3. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 4. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
- 5. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ);**
- 6. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).**

DEMAND OVER \$35,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, MARLENE LOPEZ, and for causes of action against the
Defendants and each of them, alleges as follows:

1 **JURISDICTION**

2 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
3 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
4 transact business within Los Angeles County, and because the work that is the subject of this action was
5 performed by Plaintiff in Los Angeles County.

6
7 **THE PARTIES**

8 2. Plaintiff, MARLENE LOPEZ, is and at all times relevant hereto was a resident of the
9 County of Los Angeles, State of California.

10 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendant MODERN HERO, INC. (hereinafter referred to as "MODERN HERO") was and is a
12 California corporation doing business 7590 North Glenoaks Blvd, Suite 200, Burbank, 91504 in the
13 County of Los Angeles, State of California.

14 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
15 hereto, Defendant MOMENTUM AGENCIES (hereinafter referred to as "MOMENTUM") was and is a
16 California non-profit corporation doing business at 6430 Independence Ave, Woodland Hills, 91367 in
17 the County of Los Angeles, State of California.

18 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
19 hereto, Defendant UNITED CEREBRAL PALSY ASSOCIATION OF LOS ANGELES COUNTY
20 (hereinafter referred to as "UNITED") was and is a California non-profit corporation doing business at
21 6430 Independence Ave, Woodland Hills, 91367 in the County of Los Angeles, State of California.

22 6. MODERN HERO, MOMENTUM AGENCIES and UNITED are hereinafter collectively
23 referred to as "Employers."

24 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
25 hereto, Employers owned and operated a medical care services corporation.

26 8. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
27 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),
28

1 12940, subdivisions (a), (h), (1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more
2 persons and are therefore subject to the jurisdiction of this Court.

3 9. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint
4 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
5 Commission Order No. 4-2001 and are each any "employer or other person acting on behalf of an
6 employer" as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

7 10. The true names and capacities, whether individual, corporate, associate, or otherwise, of
8 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
9 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
10 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
11 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
12 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged
13 hereinafter.

14 11. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
15 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
16 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
17 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
18 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
19 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

20 12. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
21 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
22 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
23 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
24 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
25 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
26 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
27 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
28 actually causing Plaintiff harm.

1 13. Whenever and wherever reference is made in this complaint to any act or failure to act by
2 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
3 and/or failures to act by each Defendant acting individually, jointly and severally.
4

5 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

6 14. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
7 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
8 defendants have ceased to exist.

9 15. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
10 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
11 but not limited to because:

12 a. Employers are completely dominated and controlled by one another and DOES 1-
13 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
14 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
15 accomplish some other wrongful or inequitable purpose.

16 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
17 through one another's unlawful conduct, and by using one another as the funding source for their own
18 personal expenditures.

19 c. Employers and DOES 1-20, while really one and the same, were segregated to
20 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
21 accomplishing some other wrongful or inequitable purpose.

22 d. Employers do not comply with all requisite corporate formalities to maintain a
23 legal and separate corporate existence.

24 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
25 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
26 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
27 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
28 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of

1 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
2 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
3 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
4 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

5 16. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
6 fiction of their separate corporate existence must be disregarded.

7 17. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
9 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
10 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
11 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
12 Defendants' business was and is conducted.

13 18. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
14 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
15 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
16 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
17 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
18 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
19 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
20 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

21 22 **FACTUAL ALLEGATIONS**

23 19. On or about February 13, 2018, Employers hired Plaintiff to work as a direct support staff.
24 Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily
25 until her employment ended on or about June 6, 2023.

26 20. Between August 6, 2020 and October 15, 2021, Plaintiff's hourly wage rate was \$15.75.
27 During this time period, Plaintiff's fixed schedule was five days per week, Tuesday through Saturday,
28 for approximately 8 hours per day.

1 21. Between October 16, 2021, and March 17, 2023, Plaintiff's hourly wage rate was \$18.11.
2 During this time period, Plaintiff's fixed schedule was five days per week, Tuesday through Saturday,
3 for approximately 8 hours per day.

4 22. Between March 18, 2023, and June 6, 2023, Plaintiff's hourly wage rate was \$18.66.
5 During this time period, Plaintiff's fixed schedule was five days per week, Tuesday through Saturday,
6 for approximately 8 hours per day.

7 23. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
8 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
9 thereof.

10
11 **FIRST CAUSE OF ACTION**
12 **FOR FAILURE TO PAY WAGES DUE**
13 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
14 **AGAINST ALL DEFENDANTS**

15 24. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 25. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
18 required by 8 Code of Regulations §11040, as set forth hereinabove.

19 26. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
20 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

21 27. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
22 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
23 recover such amounts, plus interest thereon, attorneys' fees and costs.

24 28. Labor Code §558(a) provides that any person acting on behalf of an employer who
25 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
26 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid
27 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
28 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting

1 on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period
2 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

3
4 **SECOND CAUSE OF ACTION**
5 **FOR FAILURE TO PROVIDE REST BREAKS**
6 **LABOR CODE §226.7**
7 **AGAINST ALL DEFENDANTS**

8 29. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 30. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
11 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
12 thereof.

13 31. In the four years last past, Plaintiff regularly worked in excess of five hours per day, and
14 was thereby entitled to take two uninterrupted 10-minute rest periods on each day of work.

15 32. Defendants failed and refused to provide Plaintiff with rest periods, and failed to
16 compensate Plaintiff for missed rest periods, as required by Labor Code §226.7 and the applicable
17 sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001, as
18 follows:

19 a. From approximately August 6, 2020 and October 15, 2021, Plaintiff was deprived
20 of one or more of Plaintiff's statutory 10-minute rest periods on approximately 310 days (5 days per week
21 for 62 weeks).

22 b. From approximately October 16, 2021, to March 17, 2023, Plaintiff was deprived
23 of one or more of Plaintiff's statutory 10-minute rest periods on approximately 370 days (5 days per week
24 for 74 weeks).

25 c. From approximately March 18, 2023, to June 6, 2023, Plaintiff was deprived of
26 one or more of Plaintiff's statutory 10-minute rest periods on approximately 55 days (5 days per week
27 for 11 weeks).

1 33. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of
2 Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is
3 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever
4 is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

5 a. From approximately August 6, 2020 to October 15, 2021, Defendants failed to
6 provide Plaintiff with the statutory rest period on approximately 310 separate days. Consequently,
7 Plaintiff is owed one hour of pay at \$15.75 for each day, or \$4,882.50, plus interest thereon, for unpaid
8 rest periods. Thus, Plaintiff is owed a total of \$4,882.50, plus interest thereon, for unpaid rest periods for
9 this time period.

10 b. From approximately October 16, 2021 to March 17, 2023, Defendants failed to
11 provide Plaintiff with the statutory rest period on approximately 370 separate days. Consequently,
12 Plaintiff is owed one hour of pay at \$18.11 for each day, or \$6,700.70, plus interest thereon, for unpaid
13 rest periods. Thus, Plaintiff is owed a total of \$6,700.70, plus interest thereon, for unpaid rest periods for
14 this time period.

15 c. From approximately March 18, 2023 to June 6, 2023, Defendants failed to provide
16 Plaintiff with the statutory rest period on approximately 55 separate days. Consequently, Plaintiff is owed
17 one hour of pay at \$18.66 for each day, or \$1,026.30, plus interest thereon, for unpaid rest periods. Thus,
18 Plaintiff is owed a total of \$1,026.30, plus interest thereon, for unpaid rest periods for this time period.

19 34. Thus, the total missed rest period compensation owing Plaintiff for this time period is
20 \$12,609.50.

21 35. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for rest breaks as
22 a direct and proximate result of Defendants' failure and refusal to pay said compensation.

23 36. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
24 such amounts in the combined amount of \$12,609.50, pursuant to Labor Code §226.7(b), plus interest
25 thereon and costs of suit.

THIRD CAUSE OF ACTION
FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS
LABOR CODE §§226 ET SEQ.
AGAINST ALL DEFENDANTS

37. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

38. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

39. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff.

40. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

41. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime, meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at all, Plaintiff's aforementioned injuries are presumed as a matter of law.

1 42. Plaintiff was paid on a bi-weekly basis. Consequently, Defendants are liable to Plaintiff
2 for Plaintiff's actual damages, or penalties in the statutory maximum amount of \$4,000.00, whichever is
3 greater.

4 43. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
5 statutory penalties pursuant to Labor Code §226, and other applicable provisions, as well as attorneys'
6 fees and costs.

7 **FOURTH CAUSE OF ACTION**
8 **FOR WAITING TIME PENALTIES**
9 **LABOR CODE §§201-203**
10 **AGAINST ALL DEFENDANTS**

11 44. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 45. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
14 other compensation due immediately upon termination or within 72 hours of resignation, as required.
15 These wages refer to, at a minimum, rest period compensation that Defendants should have paid, but did
16 not pay to Plaintiff during the term of Plaintiff's employment and which were, at the latest, due within
17 the time restraints of Labor Code §§201-203.

18 46. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
19 203.

20 47. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
21 is entitled to payment of Plaintiff's rest periods as previously pleaded herein, and more than \$4,478.40 in
22 wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of \$149.28, inclusive of
23 overtime.

24 48. Based on Defendants' conduct as alleged herein, Defendants are liable for \$4,478.40 in
25 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
26 fees and costs.

FIFTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
AGAINST ALL DEFENDANTS

49. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

50. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

51. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

52. On June 6, 2023, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, and 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

53. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

54. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for initial violation of each Labor Code section pleaded above and occurring within the year immediately preceding the filing of the Complaint, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty.

55. These penalties are also recoverable for Plaintiff alone.

1 56. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
2 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

3
4 **SIXTH CAUSE OF ACTION**
5 **FOR UNFAIR COMPETITION**
6 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
7 **AGAINST ALL DEFENDANTS**

8 57. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
9 though set forth in full herein.

10 58. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission
11 Order No. 4-2001, Labor Code §§201-203, 226, 226.7, 1194, 2699, and other applicable provisions, as
12 alleged herein, including Defendants' failure to provide rest breaks, Defendants' failure to provide timely
13 and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner
14 upon termination or resignation, constitute unfair business practices in violation of Business &
15 Professions Code §§17200, et seq.

16 59. As a result of Defendants' unfair business practices, Defendants have reaped unfair
17 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
18 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

19 60. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
20 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
21 to the Plaintiff the compensation and other monies and benefits unlawfully withheld from Plaintiff.

22
23 **PRAYER FOR RELIEF**

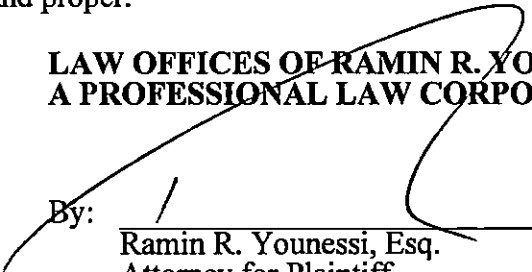
24 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
25 according to proof as follows:

- 26 1. For statutory penalties or damages pursuant to Labor Code §558;
27 2. For payment of rest period compensation pursuant to Labor Code §226.7, in the amount
28 of no less than \$12,609.50;

- 1 3. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;
- 2 4. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
- 3 than \$4,478.40;
- 4 5. For statutory penalties pursuant to Labor Code §2699(f) on Plaintiff's own behalf, and
- 5 similar amounts on behalf of all of Defendants' aggrieved employees;
- 6 6. For prejudgment interest on each of the foregoing at the legal rate from the date the
- 7 obligation became due through the date of judgment in this matter.
- 8 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
- 9 amount according to proof, as follows:
- 10 7. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
- 11 conduct, and failure to pay wages and other compensation in accordance with the law;
- 12 8. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code and/or
- 13 any other basis;
- 14 9. For post-judgment interest; and
- 15 10. For any other relief that is just and proper.

16 DATED: August 9, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

17
18 By: 

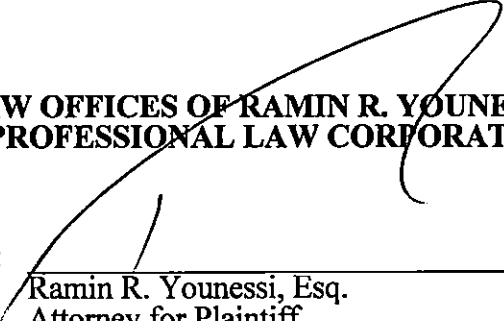
Ramin R. Younessi, Esq.
Attorney for Plaintiff
MARLENE LOPEZ

21 **JURY TRIAL DEMANDED**

22 Plaintiff demands trial of all issues by jury.

23
24 DATED: August 9, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

25
26 By: 

Ramin R. Younessi, Esq.
Attorney for Plaintiff
MARLENE LOPEZ