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Attorney for Plaintiff,
MONICA BRAVO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES**

MONICA BRAVO, an individual, on her
own behalf and on behalf of all others
similarly situated,

Plaintiffs,

v.

ELLABRON, INC. DBA MASSAGE
ENVY, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 24STCV31753

[Assigned for all purposes to Hon. Samantha P.
Jessner, in Dept. 7]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 2);**
- 2. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 2);**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 2)**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 2);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 2);**
- 6. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION (Cal. Labor Code §§201-203);**
- 7. FAILURE TO TIMELY PAY WAGES (Cal. Labor Code §§ 204, 210);**

- 1 8. FAILURE TO ALLOW INSPECTION OF
2 EMPLOYMENT RECORDS (Cal. *Labor*
3 *Code* §1198.5);
4 9. UNFAIR COMPETITION (Cal. *Bus. &*
5 *Prof. Code* §§17200 *et seq.*); and
6 10. PRIVATE ATTORNEY GENERAL ACT
7 (“PAGA”)

8 **DEMAND FOR A JURY TRIAL**

9 Action Filed: December 3, 2024
10 Trial Date: Not Set
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13 All allegations in this First Amended Complaint are based upon information and belief
14 except for those allegations which pertain to the Plaintiff named herein and her counsel. Each
15 allegation has evidentiary support or is likely to have evidentiary support after a reasonable
16 opportunity for further investigation and discovery.

17 Monica Bravo (“Plaintiff”) alleges the following:

18 1. This is a class action brought under California law by an individual who was
19 employed by Ellabron, Inc. dba Massage Envy (“Massage Envy” or “Defendant”) (along with
20 DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of herself
21 and others similarly situated to recover wages from Defendant due to Defendant’s systematic
22 failure to pay overtime wages, failure to pay minimum wages, failure to provide meal and rest
23 breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure
24 to pay wages on termination, failure to timely pay wages and failure to allow inspection of
25 employment records.

26 2. Plaintiffs have worked as employees for Defendant in Pasadena. While working,
27 Plaintiffs have been forced to endure stressful and illegal workplace conditions created by
28 Defendant’s efforts to maximize profits and tightly control labor costs.

1 3. Plaintiff, like her co-workers whom Defendant also employed during the
2 applicable limitations period, spend their workdays at Defendant's massage parlor in Pasadena,
3 California under illegal and highly regimented circumstances. That regimen results from
4 Defendant's insistence to strictly monitor and curtail labor costs, which Defendant accomplishes
5 by not paying for all labor costs, failing to pay overtime, failing to pay minimum wages, refusing
6 to provide meal periods, refusing to provide rest breaks, not paying the required extra hour for
7 missed meal and rest breaks, failing to issue accurate wage statements, failing to pay wages on
8 termination, failing to timely pay wages, failing to allow inspection of employment records, and
9 by using other unlawful stratagems to ensure that labor costs remain artificially low.

10 4. Plaintiff brings this class action to recover, among other things, wages and
11 penalties from unpaid wages earned and due, including but not limited to, premium overtime
12 wages, minimum wages, late and missed meal/rest break wages, wages due to discharged or
13 quitting employees, penalties for failure to provide accurate itemized wage statements, penalties
14 for failure to pay wages on termination, penalties for failure to timely pay wages, damages for
15 failure to allow inspection of employment records and interest, attorneys' fees, costs, and
16 expenses.

17 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
18 himself and all members of the class, to compensate these workers for the unpaid wages and to
19 protect current and future workers of Defendant from being subjected to similar wage theft and
20 otherwise unlawful working conditions.

21 6. Plaintiff also brings an action seeking relief for Defendant's violations of
22 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
23 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
24 business practices, as well as injunctive relief.

25 7. Plaintiff now seeks to amend her Complaint to add a cause of action pursuant to
26 PAGA under Labor Code §§ 2699, *et seq.*

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9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Los Angeles and because Defendant owned and operated its massage parlors in the County of Los Angeles.

PLAINTIFF

- (a) An individual over age 18 and a resident of Pasadena, California;
- (b) Employed as an hourly employee for Defendant in Pasadena;
- (c) Did not receive overtime compensation required by *Labor Code* §§510 and 1194 and Industrial Commission Wage Order No. 2;
- (d) Did not receive minimum wages due in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and Industrial Commission Wage Order No. 2;
- (e) Did not receive the meal periods required by *Labor Code* §226.7 and Industrial Commission Wage Order No. 2;
- (f) Did not receive the rest periods required by *Labor Code* §226.7 and Industrial Commission Wage Order No. 2;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) Was not paid wages on termination and/or resignation in violation of *Labor Code* §§201-203;

- (i) Was not timely provided her wages in violation of *Labor Code* §§ 204, 210; and
- (j) Was not provided her personnel records. Each of these was a violation of the *Labor Code*.

DEFENDANT

11. Plaintiff is informed and believes, and based on that information and belief, alleges, Defendant Massage Envy is, and at all times mentioned herein was:

- (a) A California corporation, with a principal place of business at 3740 Beechglenn Drive, Glendale, California 91214. Defendant has been authorized to do business and has been doing business in the County of Los Angeles;
- (b) The former employer of Plaintiff and the current and former employer of the putative Class members;
- (c) Paid Plaintiff and all Class Members on an hourly basis;
- (d) Failed to pay Plaintiff and all putative Class members premium overtime wages;
- (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- (f) Failed to provide Plaintiff and all putative Class members with meal and rest periods, failed to provide Plaintiff and all putative Class members with accurate itemized wage statements;
- (g) Failed to pay Plaintiff and all putative Class members wages on termination;
- (h) Failed to pay Plaintiff and all putative Class members timely wages; and
- (i) Did not provide Plaintiff's personnel records. Each of these was a violation of the *Labor Code*.

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1 12. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
3 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
4 *Civil Procedure* § 474. Plaintiff will seek leave to amend her Complaint to allege the true names
5 and capacities of DOES 1 through 100, inclusive, when they are ascertained.

6 13. Plaintiff is informed and believes, and based on that information and belief alleges,
7 that Defendant DOES 1 through 100 are persons, corporations or other entities which reside in or
8 are authorized to do, or are otherwise doing, business in the State of California. Specifically,
9 DOES 1 through 100 maintain offices, operate businesses, employ persons, and conduct business
10 in the County of Los Angeles. Each of the Defendants DOES 1 through 100 was the managerial
11 agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or
12 representative of one or more of the other Defendants named herein, and acting with permission,
13 authorization, and/or ratification and consent of the other Defendants.

14 14. Plaintiff is informed and believes, and based on that information and belief alleges,
15 that the Defendants named in this First Amended Complaint, including DOES 1 through 100,
16 inclusive, are responsible in some manner for one or more of the events and happenings that
17 proximately caused the injuries and damages hereinafter alleged.

18 15. Plaintiff is informed and believes, and based on that information and belief alleges,
19 that Defendants named in this First Amended Complaint, including DOES 1 through 100,
20 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of
21 each of the other Defendants and that each Defendant was acting within the course and scope of
22 his, hers or its authority as the agent, servant and/or employee of each of the other Defendants.
23 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the Class,
24 for the damages sustained as a proximate result of their conduct.

25 16. Plaintiff is informed and believes, and based on that information and belief alleges,
26 that the Defendants named in this First Amended Complaint, including DOES 1 through 100,
27 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
28 themselves and entered into a combination and systemized campaign of activity to *inter alia*

1 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in derogation
2 of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the Class, in each of
3 the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and
4 Defendants' concerted actions, were such that, to Plaintiff's information and belief, and to all
5 appearances, Defendants, and each of them, represented a unified body so that the actions of one
6 Defendant was accomplished in concert with, and with the knowledge, ratification, authorization
7 and approval of each of the other Defendants.

8 **CLASS ALLEGATIONS**

9 **A. The Definition of the Class**

10 17. The Class ("the Class") is defined as follows:

11 (a) "All current and former employees who were hourly paid employees of
12 Defendant and worked for Defendant in California at any time during the period
13 commencing on the date that is four (4) years prior to the filing of this Complaint
14 and continuing through the present date (the "Class Period")."

15 (b) "All persons who were hourly paid employees of Defendant and worked for
16 Defendant in California and left the employ of Defendant at any time during the
17 period commencing on the date that is within one (1) year prior to the filing of this
18 Complaint and continuing through the present date (the "Class Period")."

19 18. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to
20 amend or modify the Class description with greater specificity or further division into subclasses
21 or limitation to particular issues.

22 **B. Maintenance of the Action**

23 19. Plaintiff brings this action individually and on behalf of herself and as
24 representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and
25 17204 and *Code of Civil Procedure* § 382.

26 **C. The Class Requisites**

27 20. At all material times, Plaintiff was a member of the Class.

28 21. The Class action meets the statutory prerequisites for maintaining a class action
under *Code of Civil Procedure* § 382 in that:

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- 1 (a) The persons who comprise the Class are so numerous that the joinder of all
2 those persons is impracticable and the disposition of their claims as a Class
3 will benefit the parties and the Court;
- 4 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
5 that are raised in this First Amended Complaint are common to the Class
6 and will apply uniformly to every Class member;
- 7 (c) The claims of the representative Plaintiff are typical of the claims of each
8 Class member. Plaintiff, like all Class members, has sustained damages
9 arising from Defendant's violations of the laws of the State of California.
10 Plaintiff, and the Class members, were and are similarly or identically
11 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
12 pattern of misconduct engaged in by the Defendant;
- 13 (d) The representative Plaintiff has, and will continue to, fairly and adequately
14 represent and protect the interests of the Class and has retained counsel
15 who are competent and experienced in class action litigation. There are no
16 material conflicts between the claims of the representative Plaintiff and the
17 Class members that would make class certification inappropriate. Counsel
18 for the Class will vigorously assert the claims of all Class members.
19

20 22. The persons who comprise the Class are so numerous that joining all of them is
21 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
22 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
23 will fairly and adequately protect the interests of the Class she seeks to represent. Plaintiff does
24 not have any interests that are antagonistic to the Class she seeks to represent. Counsel for
25 Plaintiff are experienced, qualified and generally able to conduct complex class action litigation.

26 23. The Court should permit the action to be maintained as a class action under *Code*
27 *of Civil Procedure* § 382 because:

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- 1 a) The questions of law and fact common to the Class predominate over any
2 question affecting only individual members:
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4 (b) A class action is superior to any other available method for fairly and
5 efficiently adjudicating the claims of the Class;
6
7 (c) The Class members are so numerous that it is impractical to bring all of
8 them before the Court;
9
10 (d) Plaintiff and other Class members will not be able to obtain effective and
11 economic legal redress unless the action is maintained as a class action;
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13 (e) There is a community of interest in obtaining appropriate legal and
14 equitable relief for the statutory violations, and in obtaining adequate
15 compensation for the damages and injuries for which Defendant is
16 responsible in an amount sufficient to adequately compensate the Class
17 members;
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19 (f) Without Class certification, the prosecution of separate actions by
20 individual Class members would create a risk of:
21 i. Inconsistent or varying adjudications for individual Class
22 members that would establish incompatible standards of conduct
23 for Defendant; and/or,
24 ii. Adjudication for individual Class members that would, as a
25 practical matter, dispose of other non-party members' interests, or
26 that would substantially impair or impede the non-parties' ability to
27 protect their interests, by, for example, potentially exhausting the
28 funds available from Defendant, and
29
30 (g) Defendant has acted or refused to act on grounds generally applicable to
31 the Classes, making final injunctive relief appropriate for the Class, as a
32 whole.

24. Plaintiff contemplates eventually issuing notice to the proposed Class Members that would set forth the subject and nature of the action. The Defendant's own business records may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any further notices may be required, Plaintiff would contemplate using additional media and/or mailing.

GENERAL ALLEGATIONS

25. At all times material hereto, Defendant has been and is, a massage parlor.

26. Plaintiff and members of the Class were employed as Front Desk Associates by Defendant in California at various times during the Class Period.

THE CONDUCT

27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

28. Starting in or about June 2021 and continuing to July 30, 2024, Defendant employed Plaintiff on an hourly basis as a Front Desk Associate at Massage Envy in Pasadena, California.

29. While employed by Defendant as a Front Desk Associate, Plaintiff was paid approximately \$16.90 per hour.

30. The employment by Defendant of the Class Members, and each them, is governed by Industrial Welfare Commission Wage Order 2, which covers those persons employed in the personal service industry.

FAILURE TO PAY OVERTIME/MINIMUM WAGES

31. Under California law, non-exempt employees as defined by Wage Order 2, are entitled to premium wages for overtime worked. Under California law, an hourly paid employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours of work in a week or work seven days in a row.

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1 32. Under California law, non-exempt employees as defined by IWC Wage Order No.
2 2 are entitled to minimum wages. Labor Code Section 1197 states the California requirement that
3 employees must be paid at least the minimum wage fixed by the Commission or by any applicable
4 state or local law, and any payment of less than the minimum wage is unlawful. Similarly, Labor
5 Code Section 1194 entitles “any employee receiving less than the legal minimum wage...is
6 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.”
7 The applicable IWC Wage Order(s), including IWC Wage Order No. 2-2001, obligates
8 employers to pay each employee minimum wages for all hours worked.

9 33. These minimum wage standards apply to each hour employees worked or were
10 subject to control by the employer for which they were not paid. Therefore, an employer’s failure
11 to pay for any particular hour of time worked by an employee or subject to the employer’s control
12 is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results
13 in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th
14 314, 324 (2005).

15 34. Plaintiff and Class members were not afforded compliant meal/rest breaks. As a
16 result, during this period, it was the practice and policy of Defendant to not pay employees at
17 appropriate overtime and minimum wage rates. Monies for unpaid overtime and minimum wages
18 remain due and owing.

19 **EXCLUSION OF EARNED BONUSES FROM REGULAR RATE OF PAY**

20 35. California law uses the terms “compensation” and “pay” interchangeably and
21 requires that all applicable remuneration, including but not limited to, commissions, and/or non-
22 discretionary bonuses, and/or gift cards and/or extra benefits, etc., be included when calculating
23 an employee's regular rate of pay.

24 36. Defendant failed to properly pay and calculate wages due to excluding earned
25 bonuses from regular rate of pay calculations. Such earned bonuses are required under California
26 law to be included in an employee’s regular rate of pay for wage calculation. Defendant failed to
27 do so, thereby failing to pay employees their full wages as required under the Labor Code.

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1 37. Plaintiff and members of the Class received earned bonuses that must be included
2 when calculating their regular rates of pay for purposes of wages. However, Defendant failed to
3 correctly calculate Plaintiff and members of the Class's regular rate of pay to include all
4 applicable remuneration, including, but not limited to, earned bonuses. The earned bonuses were
5 not blended into Plaintiff and Class member's regular rate of pay to pay Plaintiff and Class
6 members' overtime, sick pay or premiums at the proper rate.

7 **MEAL BREAKS NOT COMPLIANT**

8 38. Under California law, non-exempt employees as defined by Wage Order 2, are
9 entitled to premium wages for overtime worked, a 30-minute lunch period for each 5 hours
10 worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof. Non-
11 exempt employees are entitled to one hour pay at their regular pay rate for each day the requisite
12 rest and/or meal periods are not provided.

13 39. At times, Plaintiff and Class members were not afforded their meal breaks and/or
14 their meal breaks were afforded late.

15 40. Defendant's policies and procedures were applied to all non-exempt employees in
16 California and resulted in non-exempt employees working time which was not compensated by
17 any wages in violation of Labor Code sections 510, 1194 and IWC Wage Order No. 2. As a result,
18 Defendant owes wages at the legal overtime rate for unpaid overtime and/or minimum wage rate
19 to each of their California non-exempt employees whose daily hours were reduced even though
20 their meals periods were late and/or were never afforded.

21 **REST BREAKS NOT COMPLIANT**

22 41. Plaintiff and Class members were not afforded compliant rest breaks. Plaintiff and
23 Class members were routinely not afforded rest breaks.

24 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

25 42. As a result of Defendant's failure to pay employees at required overtime rates,
26 minimum wages, premium pay for missed meal/rest breaks, the wage statements issued did not
27 comply with Labor Code §226 and California Industrial Welfare Commission ("IWC") Wage
28 Order No. 2 in that they did not accurately reflect all wages earned and due and owing.

1 **FAILURE TO TIMELY PAY WAGES**

2 43. Defendant acted intentionally and with deliberate disregard to the rights of
3 Plaintiff and members of the Class by failing to timely pay wages.

4 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

5 44. Defendant failed to allow Plaintiff and Class members to timely inspect their
6 records and payroll files.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME**

9 **(Labor Code §§510, 558, 1194.3 and Wage Order 2 By Plaintiffs Against Defendant and**
10 **Does 1-100)**

11 45. Plaintiff and the Class reallege and incorporate by reference all of the allegations
12 set forth in this First Amended Complaint.

13 46. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab. Code
14 §§510, 1194, and 1198, and IWC Wage Order No. 2, Defendant was required to compensate
15 Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight
16 (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh
17 (7th) consecutive day of any work week.

18 47. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
19 who had not been paid overtime compensation could recover the unpaid balance of the full
20 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
21 fees and costs of suit.

22 48. Pursuant to IWC Wage Order No. 2-2001, § 3, "Employment beyond eight (8)
23 hours in any workday is permissible provided the employee is compensated for such overtime at
24 not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
25 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

26 49. California Labor Code section 558 provides in pertinent part:

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(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

50. The regular rate of pay under California law includes all remuneration for employment paid, on behalf of the employer, to the employee. Employers must properly factor all economic items into the regular rate of pay for purposes of calculating the overtime wages due to their employees. *See Alvarado v. Dart Container Corp. of California* (2018) 4 Cal. 5th 542, 554, 568 (the regular rate of pay must include the “value of any nonhourly compensation,” including bonuses).

51. Specifically, Defendant had a company-wide policy of failing to properly pay and calculate wages due. Defendant failed to correctly calculate Plaintiff and members of the Class’s regular rate of pay to include all applicable remuneration, including, but not limited to, earned bonuses. Plaintiff and members of the Class received bonuses, that must be included when calculating their regular rates of pay for purposes of wages. However, Defendants failed to correctly calculate Plaintiff and members of the Class’s regular rate of pay to include all applicable remuneration, including, but not limited to, earned bonuses.

52. Throughout Plaintiff’s and Class members’ employment, Defendants failed and refused to pay and properly calculate overtime compensation to Plaintiff and Class members as required by law.

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1 53. The foregoing overtime compensation is owed and unpaid. As a direct and
2 proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members
3 suffered damages in an amount to be proven at trial.

4 54. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
5 counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's
6 attorneys' fees, costs and interest.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGES**

9 **(IWC Wage Order No. 2; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
10 **Against Defendant and Does 1 through 100)**

11 55. Plaintiff and the Class reallege and incorporate by reference all of the allegations
12 set forth in this First Amended Complaint.

13 56. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
14 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
15 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
16 of the full amount of this minimum wage or overtime compensation, including interest thereon,
17 reasonable attorney's fees, and costs of suit."

18 57. *Labor Code* § 1197 states the California requirement that employees must be paid
19 at least the minimum wage fixed by the Commission, and any payment of less than the minimum
20 wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving less than the
21 legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount
22 of this minimum wage." IWC Wage Order 2-2001 also obligates employers to pay each employee
23 minimum wages for all hours worked. These minimum wage standards apply to each hour
24 employees worked for which they were not paid. Therefore, an employer's failure to pay for any
25 particular hour of time worked by an employee is unlawful, even if averaging an employee's total
26 pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.
27 *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

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1 58. Pursuant to Wage Order 2, Defendant is required to pay the members of the Class
2 for all hours worked, meaning the time during which an employee is subject to the control of an
3 employer, including all the time the employee is suffered or permitted to work, whether or not
4 required to do so.

5 59. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work and
6 the standard conditions of labor fixed by the commission shall be the maximum hours of work
7 and the standard conditions of labor for employees. The employment of any employee for longer
8 hours than those fixed by the order or under conditions of labor prohibited by the order is
9 unlawful.”

10 60. Defendant failed to satisfy minimum wage requirements because Defendant did
11 not provide compliant meal/rest breaks to Plaintiff and the Class.

12 61. Defendant’s pattern, practice and uniform administration of corporate policy
13 regarding illegal employee compensation as described herein is unlawful and creates an
14 entitlement, pursuant to Labor Code § 218, to recovery by Plaintiff and the members of the Class,
15 in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
16 appropriate rate.

17 62. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
18 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
19 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid for
20 all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the
21 time associated with the overtime for which they received no compensation. *See Sillah v.*
22 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing
23 for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed
24 they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*, 225 F. Supp.
25 3d 1115, 1132-33 (N.D. Cal. 2016).

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63. Plaintiff and the other Class members suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendant's unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

64. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(IWC Wage Order No. 2; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and Does 1 through 100)

65. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

66. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

67. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

68. IWC Order No. 2-2001(11)(A) provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

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1 69. IWC Order No. 2-2001 (11)(c) further provides, in relevant part: "Unless the
2 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
3 considered an 'on duty' meal period and counted as time worked."

4 70. Section 512(a) of the California Labor Code provides, in relevant part, that:

5 An employer may not employ an employee for a work period of more than five
6 hours per day without providing the employee with a meal period of not less
7 than 30-minutes, except that if the total work period per day of the employee is
8 no more than six hours, the meal period may be waived by mutual consent of
9 both the employer and employee. An employer may not employ an employee
10 for a work period of more than 10 hours per day without providing the
11 employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 12 hours, the second meal period may be
waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

12 71. The Labor Code and Wage Order provisions cited above require California
13 employers to provide employees with off-duty 30-minute meal periods on or before the fifth hour
14 of their shifts. To satisfy this obligation, California employers must: (1) make employees aware
15 of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and (2) ensure
16 that employees are actually free of job duties for thirty minutes per day on or before the fifth hour
17 of their shifts.

18 72. As alleged herein, Defendant failed to relieve employees of duties for compliant
19 meal breaks throughout the Class Period

20 73. At times, Plaintiff and Class members were not afforded their meal breaks and/or
21 their meal breaks were afforded late.

22 74. Under California law, employers must also record their employees' meal periods:
23 "Every employer shall keep accurate information with respect to each employee, including the
24 following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease
25 ... need not be recorded." IWC Order No. 2, § (7)(A)(3). Where the employer has failed to keep
26 records required by statute, the consequences of such failure should fall on the employer, not the
27 employee. In such a situation, imprecise evidence by the employee can provide a sufficient basis
28 for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988).

1 75. Inasmuch as Defendant had an obligation under the record-keeping requirements
2 of the Wage Order to track meal periods unless "all work ceases", Defendant knew or should
3 have known its employees were regularly missing meal periods during the Class Period.

4 76. Defendant has a policy or practice of failing to ensure that Plaintiff and members
5 of the class take the meal periods required by California Labor Code §226.7 and IWC Wage
6 Order No. 2-2001 §11.

7 77. By their actions in not affording Plaintiff and Class members meal periods and/or
8 not affording them timely meal periods, Defendant violated Cal. Lab. Code §226.7(b) and section
9 11 of Wage Order No. 2 in the amount of one additional hour of pay at the employee's regular
10 rate of compensation for each work period during each day in which Defendant failed to provide
11 employees with statutory timely off-duty meal periods.

12 78. Defendant also has a policy or practice of failing to pay each of their employees
13 who was not provided with a meal period as required an additional one hour of compensation at
14 each employee's regular rate of pay.

15 79. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to bring
16 a private right of action to recover wages due based on the deprivation of timely meal periods
17 under Cal. Labor Code § 226.7(b).

18 80. As a direct and proximate result of Defendant's unlawful conduct as alleged
19 herein, Plaintiff and members of the Class have sustained economic damages, including but not
20 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
21 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
22 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 2.

23 **FOURTH CAUSE OF ACTION**

24 **FOR FAILURE TO PROVIDE REST PERIODS**

25 **(Labor Code § 226.7 and IWC Wage Order No. 2 By Plaintiffs Against Defendant and**
26 **Does 1 through 100)**

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1 81. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this First Amended Complaint.

3 82. Labor Code § 226.7 and IWC Wage Order No. 2 provide that employers shall
4 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per
5 four hours of work, or major fraction thereof.

6 83. Labor Code § 226.7 and IWC Wage Order No. 2 provide that if an employer fails
7 to provide an employee with rest periods in accordance with those provisions, the employer shall
8 pay the employee one hour of pay at the employee's regular rate of compensation for each
9 workday that the rest periods were not so provided.

10 84. Defendant has intentionally and improperly denied compliant rest periods to
11 Plaintiff and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 2. Plaintiff
12 and Class members were not afforded any rest breaks.

13 85. Further, Defendant's employee handbook's rest period policy does not contain
14 "major fraction thereof" language.

15 86. At all times relevant hereto, Plaintiff and members of the Class have worked 7 or
16 more hours daily.

17 87. At all times relevant hereto, Defendant failed to provide rest periods as required
18 by Labor Code § 226.7 and IWC Wage Order No. 2. Plaintiff and Class were not afforded
19 complaint rest breaks.

20 88. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff
21 and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in
22 amounts which are presently unknown to Plaintiff and the Class, but which exceed the
23 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

24 89. Plaintiff and the Class reallege and incorporate by reference all of the allegations
25 set forth in this First Amended Complaint.

26 90. Pursuant to IWC Wage Order No. 2, Defendant was the employer of Plaintiff and
27 the Class.

28 ///

1 91. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 2-2001
2 section 7, Defendant is required to maintain and provide accurate records relating to employee
3 compensation including all formulas and production records used to calculate wages due.

4 92. Defendant is further required to provide, *inter alia*, semimonthly or at the time of
5 each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all
6 deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the
7 employee is being paid; (5) the name of the employee; and (6) the name and address of the legal
8 entity that is the employee's actual employer. Cal. Labor Code §226(a).

9 93. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
10 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
11 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods in
12 which the employer knowingly and intentionally failed to provide accurate itemized statements
13 to the employee causing the employee to suffer injury.

14 94. Notwithstanding these provisions. Defendant has engaged in a uniform practice
15 of refusing to maintain and provide the accurate records and wage statements required by
16 California law.

17 95. Throughout the Class Period, Defendant intentionally and knowingly provided
18 Plaintiff and other members of the Class with weekly itemized wage statements containing
19 inaccurate information regarding the wages earned by Plaintiff and members of the Class in that
20 the payments owed to Plaintiff and the members of the Class for overtime compensation,
21 minimum wages, untimely or missed meal and rest periods, wages on termination of employment,
22 were not included in gross wages earned by Plaintiff and members of the Class.

23 96. As a result, Plaintiff and members of the Class have been injured by having been
24 deprived of the true facts pertaining to their compensation and employment.

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1 97. Plaintiff and members of the Class were damaged by these failures because,
2 among other things, the failures led them to believe that they were not entitled to overtime
3 compensation, minimum wages, pay for meal and rest periods not provided and wages on
4 termination of employment, even though they were so entitled and these failures hindered them
5 from determining the amounts of wages owed to them.

6 98. Plaintiff and members of the Class are entitled to the amounts provided in Labor
7 Code §226(e), plus attorneys' fees and costs.

8 99. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
9 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are provided
10 by law for Defendant's improper conduct.

11 100. Plaintiff and the Class reallege and incorporate by reference all of the allegations
12 set forth in this First Amended Complaint.

13 101. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due
14 and payable immediately. Labor Code § 202(a) provides that when an employee resigns from
15 employment, unpaid wages are due and payable within 72 hours of resignation.

16 102. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
17 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
18 paid, not to exceed thirty days.

19 103. Plaintiff and the Class were discharged and/or resigned from Defendant's employ
20 and Defendant willfully failed to pay Plaintiff and the Class wages due them.

21 104. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's wages
22 for each day he or she was not timely paid, not to exceed 30 days' wages.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO TIMELY PAY WAGES**

25 **(Cal. Labor Code §§204, 210 By Plaintiffs Against Defendant and Does 1 through 100)**

26 105. Plaintiff and the Class reallege and incorporate by reference all of the allegations
27 set forth in this First Amended Complaint.

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106. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)). Pursuant to Labor Code § 204(d), these requirements are “deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

107. Defendant scheduled, required, suffered, and/or permitted Plaintiff and Class members to work during pay periods, and did not compensate Plaintiff and Class members for their work within seven days of the close of payroll.

108. During the first years of Plaintiff's employment, she was routinely paid late. Thus, Plaintiff did not receive her wages in a timely manner as required by Labor Code § 204.

109. Further, due to Defendant's failure to pay Plaintiff and Class members for overtime wages, minimum wages, and meal/rest period premiums owed, Defendant violated Labor Code § 204 by failing to pay all wages due within seven (7) days of the close of the payroll period on a regular and consistent basis. *See Parson v. Golden State FC, LLC*, 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016) (finding that a failure to pay rest period premiums can support claims under Labor Code §§ 203 and 204).

110. Labor Code § 210 provides that “in addition to, an entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty compensation policies and practices described in detail above, Plaintiffs and the Class are entitled to recover penalties under Labor Code § 210.

EIGHTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

1 **(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)**

2 111. Plaintiff and the Class reallege and incorporate by reference all of the allegations
3 set forth in this First Amended Complaint.

4 112. California Labor Code Section 1198.5 provides:

5 (a) Every current and former employee, or his or her representative, has the
6 right to inspect and receive a copy of the personnel records that the
7 employer maintains relating to the employee's performance or to any
grievance concerning the employee.

8 (b) The employer shall make the contents of those personnel records available
9 for inspection to the current or former employee, or his or her
representative, at reasonable intervals and at reasonable times, but not later
10 than 30 calendar days from the date the employer receives a written request,
11 unless the current or former employee, or his or her representative, and the
12 employer agree in writing to a date beyond 30 calendar days to inspect the
13 records, and the agreed-upon date does not exceed 35 calendar days from
14 the employer's receipt of the written request to inspect the records. Upon a
15 written request from a current or former employee, or his or her
representative, the employer shall also provide a copy of the personnel
records, later than 30 calendar days from the date the employer receives
the request...

16 (k) If an employer fails to permit a current or former employee, or his or her
17 representative, to inspect or copy personnel records within the times specified I
18 this section... the current or former employee may recover a penalty of seven
hundred fifty dollars (\$750) from the employer.

19 (1) A current or former employee may also bring an action for injunctive relief
20 to obtain compliance with this section, and may recover costs and reasonable
attorney's fees in such an action.

21
22 113. Additionally, pursuant to Wage Order 2, at section 7 re: Records, employers are
23 required to keep accurate payroll records on each employee, and such records must be made
24 readily available for inspection by the employee upon reasonable request. The employer must
25 also maintain accurate production records.

26 114. On or about December 2, 2024, Plaintiff's counsel issued a written request to
27 Defendant for copies of her personnel records.

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115. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation. Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her records.

116. As a direct result and consequence of Defendant's failure and refusal to permit Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon Defendant's violation of §1198.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1 through 100)

117. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

118. Pursuant to IWC Wage Order No. 2, Defendant was the employer of Plaintiff and the Class. Defendant is also a "person" as that term is defined in Business & Professions Code §17021.

119. The Business & Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay Plaintiff and the Class overtime compensation; (2) pay minimum wages; (3) pay Plaintiff and the Class meal periods not provided, (4) pay Plaintiff and the Class rest periods not provided, (5) furnish Plaintiff and the Class with accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare Commission requirements, (6) pay all wages owed on termination of employment, (7) timely pay wages, (8) provide personnel records, all in violation of Business & Professions Code §§ 17200 *et seq.*

1 120. By and through the unfair and unlawful business practices described herein,
2 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
3 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
4 Plaintiff and the Class.

5 121. All the acts described herein are violations of, among other things, the Labor Code
6 and Industrial Commission Wage Order No. 2, are unlawful and in violation of public policy; and
7 in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair
8 and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

9 122. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary
10 to restore to them the money and property which Defendant has acquired, or of which Plaintiff
11 and the Class have been deprived by means of the above-described unfair and unlawful business
12 practices.

13 123. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
14 above-described business practices are unfair and unlawful and that injunctive relief should be
15 issued restraining Defendant from engaging in any of the above described unfair and unlawful
16 business practices in the future.

17 124. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
18 redress the injuries which they have suffered as a consequence of the unfair and unlawful business
19 practices of Defendant. As a result of the unfair and unlawful business practices described above,
20 Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant
21 is restrained from continuing to engage in these unfair and unlawful business practices. In
22 addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff and the Class.

23 **TENTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEY GENERAL ACT**

25 **(Damages Pursuant to Private Attorney General Act Against All Defendants and Does 1**
26 **through 100)**

27 125. Plaintiff and the Class reallege and incorporate by reference all of the allegations
28 set forth in this First Amended Complaint.

126. Plaintiff brings this action on her behalf and others similarly situated to recover wages from Defendants due to Defendants' systematic failure to pay overtime, to pay minimum wages, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay wages due on termination, to allow inspection of employment records and unfair competition.

127. On December 2, 2024, Plaintiff, pursuant to California Labor Code §§2699, et seq., by and through Plaintiff’s attorneys, uploaded a Private Attorney General Act (“PAGA”) claim to the State of California Labor and Workforce Development Agency (“LWDA”) and sent a letter via Certified Mail Return Receipt Requested to the Defendants.

128. More than 65 days have passed since the above letter, and Plaintiff's counsel has not received any notice from the LWDA stating an intention to prosecute Plaintiff's PAGA claims.

129. Plaintiff has, therefore, complied with the administrative exhaustion requirements of PAGA.

130. Plaintiff seeks Labor Code penalties, attorney's fees, and costs in an amount according to proof at trial, as provided by the Labor Code Private Attorney General Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendant as follows:

1. For compensatory damages in the amount of unpaid overtime due to Plaintiff and Class Members, according to proof;

2. For compensatory damages in the amount minimum wages due to Plaintiff and Class Members, according to proof;

3. For payment of unpaid wages in accordance with California labor and employment law;

4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a meal and/or rest period was not provided;

/ / /

1 5. For payment to Plaintiff and Class Members of waiting time penalties pursuant to
2 *Cal. Lab. Code* §203, in an amount equal to her respective daily rates of pay at the time of
3 termination or layoff, multiplied by the total amount of days elapsed between the date of the
4 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
5 maximum of 30 days' pay, according to proof;

6 6. For specific relief enforcing waiting time penalties of 30 days of per diem wages
7 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

8 7. For an award of consequential damages in Plaintiff and Class Members' favor and
9 against Defendant, in an amount to be proven at trial;

10 8. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

11 9. For prejudgment interest accrued on all due and unpaid overtime and minimum
12 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
13 1194(a), according to proof;

14 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 210, 226.7, 1198.5,
15 according to proof;

16 11. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order 2-
17 2001(14);

18 12. For reasonable costs, including attorneys' fees, in an amount according to proof
19 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, *Cal. Code of Civ. Proc.*
20 §1021.5 and/or Private Attorney General Act;

21 13. For an award of restitution of wages to Plaintiff and Class members in an amount
22 equal to the amount of wages owed and unpaid, according to proof;

23 14. A declaratory judgment that Defendant violated *Cal. Lab. Code* § 204;

24 15. For penalties pursuant to *Cal. Labor Code* § 2699(g);

25 16. For injunctive relief requiring Defendant to comply with Labor Code
26 1198.5(b)(1);

27 17. For injunctive relief ordering the continuing unfair business acts and practices to
28 cease, as the Court deems just and proper;

- 1 18. For other injunctive relief ordering Defendant to notify Plaintiff and Class
2 members that they have not been paid the proper amounts in accordance with California law;
3 19. For punitive and exemplary damages in a sum to be determined at trial; and
4 20. For such other and further relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff Monica Bravo hereby respectfully requests a trial by jury for all claims and issues
7 raised in her First Amended Complaint that may be entitled to a jury trial.

8
9
10 LIPELES LAW GROUP, APC
11 Date: February 6, 2025

12 By: 
13 Jasmine J. Badawi
14 Attorneys for Plaintiff,
15 MONICA BRAVO