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KIMBERLINA RUIZ

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KINGS**

10
11 KIMBERLINA RUIZ, an individual,)
12)
13 Plaintiff,)
14 v.)
15 HYE QUALITY FOODS, INC., a California)
16 limited liability company; DENNY'S)
17 CORPORATION, a Delaware corporation; D.)
18 JEFFREY ROWLAND, an individual;)
19 SYLVIA ALVAREZ, an individual; and)
20 DOES 1 through 50, inclusive,)
21 Defendants.)

Case No. 20C-0245
COMPLAINT FOR:
1. **Retaliation in Violation of Cal. Labor Code § 1102.5**
2. **Retaliation in Violation of Public Policy, Cal. Labor Code § 232.5**
3. **Violation of Cal. Labor Code § 6310**
4. **Disability/Medical Condition Discrimination In Violation Of Cal. Gov. § 12940 et seq.**
5. **Disability/Medical Condition Harassment In Violation Of Cal. Gov. § 12940 et seq.**
6. **Negligent Supervision, Hiring, and Retention**
7. **Retaliation In Violation Of Cal. Gov. § 12940 et seq**
8. **Wrongful Termination in Violation of Public Policy**
9. **Intentional Infliction of Emotional Distress**
10. **Unfair Business Practices in Violation of Cal. Bus. and Prof. Code §§ 17200 et seq.**

JURY TRIAL DEMANDED

1 Plaintiff KIMBERLINA RUIZ alleges as follows:

2 **THE SUMMARY**

3 1. This is a classic – and especially egregious – case of whistleblower retaliation that
4 took place as the world faced an unprecedented and deadly global health pandemic. Plaintiff
5 Kimberlina Ruiz (“Ruiz”) witnessed her employer Denny’s covering up the fact that a fellow food
6 server had a high fever and instructing the sick employee back to work at the Denny’s restaurant,
7 potentially spreading a deadly and highly contagious virus to hundreds of unsuspecting customers
8 and co-workers. When Ruiz respectfully raised her concerns, Denny’s management berated her,
9 threatened her, and, ultimately, wrongfully terminated her employment in order to silence and
10 punish her for doing the thing and speaking up.

11 **THE PARTIES**

12 2. Ruiz is, and at all times herein mentioned was, an individual residing in the County
13 of Kings, State of California.

14 3. Ruiz is informed and believes and, on the basis of such information and belief,
15 alleges that Defendant HYE QUALITY FOODS, INC. is a California corporation, that is doing
16 business in the State of California, and is, at all times hereinafter mentioned, an employer whose
17 employees are engaged in employment throughout this county and the State of California.
18 Defendant HYE QUALITY FOODS, INC. was Ruiz’s employer at all relevant times herein
19 mentioned.

20 4. Ruiz is informed and believes and, on the basis of such information and belief,
21 alleges that Defendant DENNY’s CORPORATION is a Delaware corporation, that is doing
22 business in the State of California, and is, at all times hereinafter mentioned, an employer whose
23 employees are engaged in employment throughout this county and the State of California.
24 Defendant DENNY’s CORPORATION was Ruiz’s employer at all relevant times herein
25 mentioned.

26 5. Ruiz is informed and believes and, on the basis of such information and belief,
27 alleges that Defendant D. JEFFREY ROWLAND is, and at all times herein mentioned was, an
28 individual residing in the County of Kings, State of California. Ruiz is informed and believes and,
on the basis of such information and belief, alleges that Defendant D. JEFFREY ROWLAND was

1 an owner, principal, officer, director, manager, member, shareholder, and/or managing agent of
2 Defendant HYE QUALITY FOODS, INC.

3 6. Ruiz is informed and believes and, on the basis of such information and belief,
4 alleges that Defendant SYLVIA ALVAREZ is, and at all times herein mentioned was, an
5 individual residing in the County of Kings, State of California. Ruiz is informed and believes and,
6 on the basis of such information and belief, alleges that Defendant SYLVIA ALVAREZ was an
7 owner, principal, officer, director, manager, member, shareholder, and/or managing agent of
8 Defendant HYE QUALITY FOODS, INC.

9 7. The true names and capacities of DOES 1 through 50, inclusive, whether
10 individual, corporate, associate or otherwise, are unknown to Ruiz at this time, who therefore sues
11 said defendants by such fictitious names, and when the true names, capacities, and relationships of
12 such defendants are ascertained, Ruiz will ask leave of Court to amend this Complaint to insert the
13 same. Ruiz is informed and believes and, on the basis of such information and belief, alleges that
14 each of the defendants was in some manner legally responsible for the events and happenings
15 alleged in this Complaint and for Ruiz's damages. Ruiz is informed and believes and, on the basis
16 of such information and belief, alleges that DOES 1 through 50 are the partners, agents, owners,
17 shareholders, managers, or employees of each of the named Defendants, and that they were acting
18 on behalf of each of the named Defendants at all relevant times.

19 8. Ruiz is informed and believes and, on the basis of such information and belief,
20 alleges that each and all of the acts and omissions alleged herein was performed by, or is
21 attributable to, Defendants HYE QUALITY FOODS, INC., DENNY's CORPORATION, D.
22 JEFFREY ROWLAND, SYLVIA ALVAREZ and/or DOES 1 through 50 (collectively,
23 "Defendants"), each acting as the agent or employee of the other, with legal authority to act on the
24 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
25 official policy of Defendants.

26 9. At all relevant times herein mentioned, Defendants, and each of them, ratified each
27 and every act or omission complained of herein. At all relevant times herein mentioned,
28 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
Defendants in proximately causing the damages herein alleged.

1 100.4 and that she was instructed to go back to work. Ruiz had seen the employee sign paperwork
2 required of all Defendants' employees stating that she had "no COVID-19 symptoms" and felt
3 comfortable returning to work. However, Defendants' policy, consistent with county and state
4 health guidelines, is that a 100.4 temperature is a fever, and that employees with such a high fever
5 cannot work and must be sent home.

6 18. Naturally, Ruiz was shocked to see the employee return to work as if there was no
7 issue. Ruiz is the mother of small children and works as a caregiver for an 85-year-old senior who
8 could die if exposed to COVID-19. Ruiz was also deeply concerned when the employee told her
9 that her supervisors had instructed her not to tell anyone about her high temperature, that she was
10 required to immediately return to work, and that her supervisors had said that they would lie and
11 change the temperature to show that her temperature was 98 degrees. The employee showed Ruiz
12 the paperwork falsely stating that the employee's temperature was 98 degrees. The employee told
13 Ruiz that Defendants' manager Amy Bargas was consulted and had made this decision

14 19. Ruiz immediately confronted her supervisor and manager. The manager told Ruiz
15 to butt out and to get back to work. The manager said the employee with the fever was not
16 supposed to tell anyone about her fever and then simply walked away. The employee with the
17 fever worked her entire shift, potentially exposing the COVID19 virus to Ruiz and a restaurant
18 filled of unsuspecting diners and employees.

19 20. That day, Ruiz then sent a text message to Defendants' manager Amy Bargas
20 stating "So [the employee with the fever] had a high temp is everything ok? [She] told me when
21 she got on the floor. I'm just concerned, I don't wanna compromise my granny." Ruiz ignored the
22 text message and did not respond. On June 25, 2020, Ruiz sent Ms. Bargas a follow-up text
23 message about this matter, which Ms. Bargas also ignored.

24 21. Because she feared that innocent dinners and employees were being exposed to a
25 deadly virus and that Defendants' management was intentionally hiding the risks, Ruiz called
26 Denny's corporate phone number on or about June 24, 2020, as she was instructed to do by
27 Defendants' rules and policies. She spoke with Denny's representative Joy Jones. A written
28 summary of the call was prepared by Denny's and sent to Ruiz. The summary states as follows:
"another employee [the employee with the fever] was temp tested for COVID19 and had 100.4

1 temp and allowed to work. caller concerned about transmission, compromising self, families and
2 guests....caller very concerned. The caller states she spoke with manager and her response was
3 she/the employee wasn't supposed to tell her and then made the employee sign a release form
4 stating no symptoms and the employee went to work on the floor with guests.”

5 22. That day, on June 24, 2020, Ruiz also called Denny's senior executive at the
6 Hanford restaurant, Defendant D. JEFFREY ROWLAND. Ruiz called the number for D.
7 JEFFREY ROWLAND provided on the call summary from Denny's corporate management. Ruiz
8 left a message with someone who worked for D. JEFFREY ROWLAND about an urgent COVID-
9 19 health matter. D. JEFFREY ROWLAND never called Ruiz back.

10 23. Ruiz also called another manager named Victor about this serious matter. Victor
11 informed Ruiz that this was a common issue. Victor downplayed the matter and said the
12 employee with the fever had a high temperature because of “hot weather outside” or “medical
13 reasons other than corona.” Victor said that he temperature checks cooks and that they often have
14 high temperatures because they work in hot kitchens. Victor also said that he lets cooks with high
15 temperatures continue to work and no one has gotten sick yet.

16 24. That day, Ruiz also called and left a voicemail with Denny's General Manager
17 Defendant SYLVIA ALVAREZ about this matter. The next day, on June 25, 2020, Defendant
18 SYLVIA ALVAREZ sent a text message to Ruiz stating that she had received the complaint from
19 Defendants' corporate department and that she would call Ruiz. When she called Ruiz, Defendant
20 SYLVIA ALVAREZ intimidated Ruiz and berated her for complaining and “ratting her out” to
21 corporate. Defendant SYLVIA ALVAREZ threatened Ruiz that it was “not ok to spread rumors
22 and lies and false information.” Defendant SYLVIA ALVAREZ implied that Ruiz's job was in
23 danger because she had blown the whistle to Denny's corporate management. These threats
24 caused Ruiz severe emotional distress, for which she is still suffering. Defendant SYLVIA
25 ALVAREZ then ordered Ruiz to come to the Denny's office the next day, June 26, 2020 at 5:30
26 p.m., to discuss Ruiz's future at Denny's.

27 25. Because of her work as a caregiver and the mother of two small children, Ruiz was
28 understandably deeply concerned about being exposed to the deadly COVID-19 virus and
exposing others. On June 26, 2020, she contacted and visited her physician, who instructed Ruiz

1 to be tested for COVID-19 and to self-quarantine for two weeks. On June 26, 2020, Ruiz texted
2 and emailed her Denny supervisor Amy Bargas medical documentation from her physician
3 indicating that Ruiz was “placed off work from June 26, 2020 to July 5, 2020” and that she was
4 required to self-quarantine and stay at home for two-weeks. She also called her supervisor
5 informing her that she was unable to return to work due to her physician’s orders.

6 26. On or about July 5, 2020, prior to the expiration of the mandated two-week self-
7 quarantine period, Defendants’ abruptly, unjustifiably, and illegally terminated Ruiz without any
8 justification. Ms. Bargas stated only that Ruiz’s “services were no longer needed.” Yet,
9 Defendants’ termination notice falsely stated that Ruiz was terminated due to her “inability or
10 refusal to work in harmony or cooperation w/ fellow employees to cause friction, conflict or
11 lowering of group morale, including deliberate spreading of false rumors adversely affecting the
12 operations of Denny’s.” Ruiz categorically denies that she ever caused “friction or conflict” or
13 “refused to work in harmony or cooperation” at any time. There is absolutely no evidence of any
14 such issues.

15 27. Ruiz had never previously received any substantive write-up, counseling, or
16 disciplinary notice of any kind. The reasons presented for Ms. Ruiz’s termination were blatantly
17 false and pretextual.

18 28. Moreover, in violation of California law, Ms. Ruiz’s final paycheck was not timely
19 provided on her date of termination.

20 29. Denny’s misconduct is not surprising given its history of mismanagement and
21 abuse at the Restaurant. For example, according to many former Denny’s employees, Defendants’
22 management at the Restaurant is discriminatory and racist towards African-Americans, including
23 their pervasive and abusive use of the highly offensive word n****r by its management.

24 30. Meanwhile, Defendants’ threats, personal attacks, and retaliatory and wrongful
25 termination have devastated Ruiz. As a result of the misconduct described herein, Ruiz suffered,
26 and continues to suffer, emotional distress, embarrassment, loss of self-esteem, disgrace,
27 humiliation and loss of enjoyment of life, and has sustained loss of earnings and earning capacity.
28 In fact, ever since her wrongful and retaliatory termination, Ruiz’s physical and mental well-being
has deteriorated.

1 during the pandemic. These rules and regulations include, without limitation, recently
2 promulgated rules and regulations by the State of California, Kings County Health Department,
3 and the City of Hanford.

4 43. Ruiz reasonably believed in good faith that the aforementioned complaints that she
5 made violated local, state and federal statutes, rules, and regulations.

6 44. Defendants retaliated against Ruiz with personal threats, harassment, intimidation,
7 and ultimately, termination of Ruiz's employment, as well as other adverse employment actions.

8 45. Ruiz's objections to, disclosures of, and complaints about Defendants' violations of
9 local, state and federal statutes, rules, and regulations were contributing factors in causing the
10 adverse employment actions suffered by Ruiz.

11 46. As a proximate result of the actions complained of herein, Ruiz has suffered and
12 continues to suffer losses of past and future earnings, and other benefits of employment, all to
13 Ruiz's damage in an amount according to proof at trial.

14 47. As a further proximate result of the actions complained of herein, Ruiz has suffered
15 and continues to suffer severe and lasting emotional distress, humiliation, embarrassment and
16 mental anguish, all to Ruiz's damage in an amount according to proof at trial.

17 48. As a further proximate result of actions complained of herein, Ruiz has suffered
18 and continues to suffer serious harm to Ruiz's professional reputation and credibility, all to Ruiz's
19 damage in an amount according to proof at trial.

20 49. As a result of the unlawful conduct described herein, Ruiz, pursuant to Labor Code
21 § 1021.5, is entitled to costs of suit, including reasonable attorney's fees, in an amount according
22 to proof at trial.

23 50. Ruiz also is entitled to statutory penalties under the California Labor Code.

24 51. Defendants are guilty of oppression of, and of malice toward, Ruiz, and
25 Defendants' managing agents authorized or ratified this wrongful conduct. The conduct was
26 intended to cause injury to Ruiz and was despicable conduct carried on with a willful and
27 conscious disregard of the rights of Ruiz and subjected Ruiz to cruel and unjust hardship in
28 conscious disregard of Ruiz's rights. An award of punitive damages against Defendants is
therefore warranted under Civil Code § 3294.

SECOND CAUSE OF ACTION

Retaliation in Violation of Public Policy, Cal. Labor Code § 232.5

(Against All Defendants)

52. Ruiz repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 51, inclusive, as though set forth in full herein.

53. It is against the public policy of California to discipline or otherwise discriminate against an employee who discloses information about the employer's working conditions. Cal. Labor Code § 232.5(c).

54. As set forth more fully above, Ruiz complained to her supervisors about her working conditions, various violations of law, and the retaliation that she suffered as a result of her complaints.

55. Defendants retaliated against Ruiz with personal threats, harassment, intimidation, and ultimately, termination of Ruiz's employment.

56. As a proximate result of the actions complained of herein, Ruiz has suffered and continues to suffer losses of past and future earnings, and other benefits of employment, all to Ruiz's damage in an amount according to proof at trial.

57. As a further proximate result of the actions complained of herein, Ruiz has suffered and continues to suffer severe and lasting emotional distress, humiliation, embarrassment and mental anguish, all to Ruiz's damage in an amount according to proof at trial.

58. As a further proximate result of actions complained of herein, Ruiz has suffered and continues to suffer serious harm to Ruiz's professional reputation and credibility, all to Ruiz's damage in an amount according to proof at trial.

59. As a result of the unlawful conduct described herein, Ruiz is entitled to costs of suit, including reasonable attorney's fees, in an amount according to proof at trial.

60. Defendants are guilty of oppression and of malice toward Ruiz, and Defendants' managing agents authorized or ratified this wrongful conduct. The conduct was intended to cause injury to Ruiz and was despicable conduct carried on with a willful and conscious disregard of the rights of Ruiz and subjected Ruiz to cruel and unjust hardship in conscious disregard of Ruiz's

1 rights. An award of punitive damages against Defendants is therefore warranted under Civil Code
2 § 3294.

3 **THIRD CAUSE OF ACTION**

4 **Violation of Cal. Labor Code § 6310**

5 **(Against All Defendants)**

6 61. Ruiz repeats, realleges, and incorporates herein by this reference each and every
7 allegation contained in Paragraphs 1 through 60, inclusive, as though set forth in full herein.

8 62. Pursuant to section 6310 of the California Labor Code, “[n]o person shall discharge
9 or in any manner discriminate against any employee because the employee” has “[m]ade any oral
10 or written complaint to...her employer, or his or her representative.”

11 63. Pursuant to section 6310 of the California Labor Code, any employee who is
12 discharged in violation of section 6310 “shall be entitled to reinstatement and reimbursement for
13 lost wages and work benefits caused by the acts of the employer.”

14 64. Pursuant to section 6310 of the California Labor Code, “[a]ny employer who
15 willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has
16 been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or
17 hearing authorized by law, is guilty of a misdemeanor.”

18 65. As set forth more fully above, Ruiz complained to her supervisors about her
19 working conditions, various violations of law, and the retaliation that she suffered as a result of
20 her complaints and objections.

21 66. As a direct result of Ruiz’s complaints, Defendants terminated Ruiz’s employment.

22 67. As a direct, legal, and proximate result of Defendants’ wrongful conduct, as alleged
23 above, Ruiz endured emotional distress, loss of wages and benefits, pursuant to which Ruiz is
24 entitled to general and special damages according to proof.

25 68. As a further direct, legal and proximate result of Defendants’ conduct, Ruiz was
26 caused to and did employ the services of counsel to prosecute this action, and is accordingly
27 entitled to an award of attorneys’ fees according to proof.

28 69. Ruiz is informed and believes and thereupon alleges that Defendants’ actions, and
each of them, were taken with malice, oppression, fraud, and/or willful and conscious disregard of

1 Ruiz's rights, and were carried out by Defendants' managing agents and/or ratified by Defendants.
2 Ruiz is therefore entitled to punitive damages in an amount to be determined at trial.

3
4 **FOURTH CAUSE OF ACTION**

5 **Disability/Medical Condition Discrimination In Violation Of Cal. Gov. § 12940(j)(1)**

6 **(Against All Defendants)**

7 70. Ruiz repeats, realleges, and incorporates herein by this reference each and every
8 allegation contained in Paragraphs 1 through 69, inclusive, as though set forth in full herein.

9 71. At all relevant times, Defendants, and each of them, were employers within the
10 meaning of Cal. Gov. Code § 12926(d), and, as such, barred from discriminating, harassing,
11 and/or retaliating in employment decisions on the basis of a disability, medical condition, and/or
12 cancer, as set forth in Cal. Gov. Code § 12940.

13 72. As alleged herein, Defendants, and each of them, intentionally, knowingly, and
14 recklessly engaged in a pattern and practice of discriminating against Ruiz on the basis of her
15 disability, medical condition, and/or medical leave, by subjecting Ruiz to harassment and hostility
16 because of her disability, medical condition, and/or medical leave. This conduct continued until
17 Ruiz was terminated. Ruiz is informed and believes, and on that basis alleges, that her disability,
18 medical condition, and/or medical leave was a substantial motivating factor in Defendants'
19 termination of her employment.

20 73. Defendants failed to exercise reasonable care to prevent and promptly correct the
21 discriminatory behavior.

22 74. As a direct and proximate result of Defendants' aforementioned conduct, Ruiz has
23 suffered and continues to suffer losses in earnings and job benefits, in an amount to be proven at
24 trial.

25 75. As a further direct and proximate result of Defendants' aforementioned conduct,
26 Ruiz suffered anxiety, worry, embarrassment, humiliation, injury to her professional reputation,
27 mental anguish, and emotional distress, in an amount to be proven at trial. Ruiz is further entitled
28 to recover reasonable attorney's fees, costs, and pre-judgment interest in connection with this
matter.

1 111. Defendants intentionally mistreated Ruiz in such an extreme and outrageous
2 manner so that she would be emotionally harmed by this hurtful conduct. Specifically,
3 Defendants threatened Ruiz's livelihood.

4 112. Defendants' conduct as alleged herein was extreme, outrageous, and an abuse of
5 Defendants' authority and position because it was intentionally and maliciously done to cause, and
6 recklessly disregarded the probability of causing, Ruiz to suffer anxiety, worry, embarrassment,
7 humiliation, mental anguish, and emotional distress.

8 113. As a direct and proximate result of Defendants' conduct, Ruiz has suffered anxiety,
9 worry, embarrassment, humiliation, mental anguish, and emotional distress.

10 114. Defendants committed the acts herein alleged maliciously and fraudulently, with
11 the wrongful intention of injuring Ruiz and with an improper and evil motive rising to the level of
12 malice, in conscious disregard of Ruiz's rights. Because the acts taken towards Ruiz were carried
13 out by managerial employees acting in a despicable, deliberate, cold, callous, and intentional
14 manner in order to injure and damage Ruiz, Ruiz is entitled to recover punitive damages from
15 Defendants. Defendants abused their special positions as Ruiz's employer.

16 **TENTH CAUSE OF ACTION**

17 **Unfair Business Practices in Violation of Cal. Bus. and Prof. Code §§ 17200 et seq.**

18 **(Against All Defendants)**

19 115. Ruiz repeats, realleges, and incorporates herein by this reference each and every
20 allegation contained in Paragraphs 1 through 114, inclusive, as though set forth in full herein.

21 116. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
22 unlawful, and harmful to Ruiz and to the general public. Ruiz seeks to enforce important rights
23 affecting the public interest within the meaning of Cal. Civ. Proc. Code § 1021.5.

24 117. Defendants' activities, as alleged herein, are violations of California law and
25 constitute unfair and unlawful business acts and practices in violation of Cal. Bus. and Prof. Code
26 §§ 17200 et seq.

27 118. A violation of Cal. Bus. and Prof. Code §§ 17200 et seq. may be predicated on the
28 violation of any state or federal law. In this instant case, Defendants' policies and practices

1 violate, among other things, California's laws prohibiting retaliation, wrongful termination of
2 employment, and unfair, unsafe, dangerous, and unlawful competition and business practices.

3 119. As alleged hereinabove, Defendants' conduct, has been, and continues to be, unfair,
4 unlawful, unsafe, dangerous, and harmful to Ruiz and to the general public. Ruiz seeks to enforce
5 important rights affecting the public interest within the meaning of Cal. Civ. Proc. Code § 1021.5.

6 120. These violations of local, state and federal statutes, rules, and regulations constitute
7 unlawful business acts and practices in violation of Cal. Bus. and Prof. Code §§ 17200, *et seq.*

8 121. Ruiz has been personally aggrieved by Defendants' unlawful business acts and
9 practices, as alleged herein, including, but not limited to, the loss of money and/or property.

10 122. Pursuant to Cal. Bus. and Prof. Code §§ 17200 *et seq.*, Ruiz is entitled to restitution
11 and permanent injunction preventing Defendants from engaging in such unfair, unlawful, and
12 harmful conduct; an award of reasonable attorney's fees pursuant to Cal. Civ. Proc. Code § 1021.5
13 and other applicable laws; and an award of costs.

14 **WHEREFORE**, Ruiz prays for judgment against Defendants, and each of them, jointly
15 and severally, as follows:

16 1. For compensatory and general damages, including, without limitation, past and
17 future wages and employment benefits, according to proof;

18 2. For specific damages, according to proof;

19 3. For statutory and/or civil damages, according to proof;

20 4. For punitive and/or exemplary damages, according to proof;

21 5. That the Court declare, adjudge, and decree that Defendants violated Cal. Bus. and
22 Prof. §§ 17200 *et seq.*;

23 6. For restitution and/or disgorgement of all profits;

24 7. For injunctive relief to ensure compliance with Cal. Bus. and Prof. Code §§ 17200
25 *et seq.*;

26 8. For pre-judgment and post-judgment interest, according to proof;

27 9. For reasonable attorney's fees, according to proof, pursuant, *inter alia*, to Cal. Gov.
28 Code § 12965(b), Cal. Civ. Proc. Code § 1021.5, Cal. Labor Code § 218.5, and/or Cal. Labor
Code § 226(e);

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- 10. For costs of the suit incurred herein; and
- 11. For such other and further relief as the Court may deem just and proper.

Dated: September 8, 2020

MERINO YEBRI LLP



By: _____
SAM S. YEBRI
Attorneys for Plaintiff
KIMBERLINA RUIZ

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JURY DEMAND

Plaintiff demands trial by jury in this action.

Dated: September 8, 2020

MERINO YEBRI LLP



By: _____

SAM S. YEBRI
Attorneys for Plaintiff
KIMBERLINA RUIZ