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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUL 22 2016

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10 Attorneys for Plaintiff JENNIFER PAE,  
11 individually and on behalf of all others similarly situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF LOS ANGELES

14 JENNIFER PAE, individually and on behalf  
of all others similarly situated,

15 Plaintiff,

16 vs.

17 FOX RESTAURANT CONCEPTS, LLC  
d/b/a TRUE FOOD KITCHEN; a Arizona  
18 limited liability company; FRC TRUE  
FOOD SMP, LLC, a California limited  
19 liability company; FRC TRUE FOOD  
SDFV, LLC, a California limited liability  
20 company; FRC TRUE FOOD NBF, LLC, a  
California limited liability company; and  
21 DOES 1 through 25, inclusive,

22 Defendants.

CASE NO.:

BC 6 28 004

[CLASS ACTION]

COMPLAINT FOR:

1. UNPAID WAGES (LABOR CODE §§ 216 and 1194);
2. FAILURE TO PAY MINIMUM WAGE (LABOR CODE § 1194 *et seq.*);
3. FAILURE TO PAY OVERTIME COMPENSATION (LABOR CODE § 510)
4. FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (LABOR CODE § 226);
5. WAITING TIME PENALTIES (LABOR CODE §§ 201-203);
6. FAILURE TO PROVIDE MEAL & REST PERIODS (LABOR CODE § 226.7 and 512);
7. INDEMNIFICATION (LABOR CODE §§ 2800 and 2802); and
8. UNFAIR COMPETITION (BUSINESS AND PROFESSIONS CODE § 17200, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff JENNIFER PAE (“Plaintiff”), individually and on behalf of all similarly situated  
2 individuals, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. This is a proposed class action brought against Defendants FOX RESTAURANT  
5 CONCEPTS, LLC d/b/a TRUE FOOD KITCHEN, a Arizona limited liability, FRC TRUE  
6 FOOD SMP, LLC, a California limited liability company, FRC TRUE FOOD SDFV, LLC, a  
7 California limited liability company, FRC TRUE FOOD NBFI, LLC, a California limited  
8 liability company, collectively doing business as TRUE FOOD KITCHEN, and DOES 1 through  
9 25, inclusive (collectively, “Defendants” or “Company”), on behalf of Plaintiff and all other  
10 individuals who were employed as servers, waiters, waitresses, or any similarly situated non-  
11 exempt, hourly positions (collectively, “Restaurant Employees”), at any time during the four  
12 years preceding the filing of this action, and continuing while this action is pending (“Class  
13 Period”), and who were denied the benefits and protections required under the Labor Code and  
14 other statutes and regulations applicable to employees in the State of California.

15 2. During the Class Period, Defendants:

- 16 a. failed to pay wages for all hours worked, including for hours worked in  
17 excess of eight hours a day or forty hours a week, by the Restaurant  
18 Employees;
- 19 b. failed to pay minimum wages due to the Restaurant Employees;
- 20 c. failed to pay overtime compensation due to the Restaurant Employees who  
21 worked on the seventh consecutive day;
- 22 d. failed to provide the Restaurant Employees with timely and accurate wage  
23 and hour statements;
- 24 e. failed to pay the Restaurant Employees compensation in a timely manner  
25 upon their termination or resignation;
- 26 f. failed to maintain complete and accurate payroll records for the Restaurant  
27 Employees;
- 28 g. failed to indemnify the Restaurant Employees for all necessary

1 expenditures or losses;

2 h. wrongfully withheld wages and compensation due to the Restaurant  
3 Employees; and

4 i. committed unfair business practices in an effort to increase profits and to  
5 gain an unfair business advantage at the expense of the Restaurant  
6 Employees and the public;

7 3. The foregoing acts and other acts by Defendants - committed throughout  
8 California and Los Angeles County - violated numerous provisions of California law, including  
9 Labor Code §§ 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174,  
10 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, 2802, and 2698 *et seq.* and the applicable Wage  
11 Orders issued by the Industrial Welfare Commission (collectively, "Employment Laws and  
12 Regulations"), Business & Professions Code §§ 17200 *et seq.*, and violated Plaintiff's rights and  
13 the rights of the Restaurant Employees.

14 **JURISDICTION AND VENUE**

15 4. This Court has jurisdiction over all causes of action herein pursuant to the  
16 California Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and  
17 Professions Code § 17203.

18 5. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5  
19 because Defendants operate in this County, Plaintiff Jennifer Pae resides in and/or worked in this  
20 county and the injuries that are the subject of this lawsuit arose in this county.

21 **THE PARTIES**

22 6. Plaintiff Jennifer Pae was employed by Defendants as a server/waitress within the  
23 last year, and was assigned to Defendants' restaurant located in Santa Monica, California.  
24 Plaintiff resided in and performed duties in the County of Los Angeles during the last year  
25 preceding the filing of this action.

26 7. Defendants FOX RESTAURANT CONCEPTS, LLC ("FOX RESTAURANTS"),  
27 FRC TRUE FOOD SMP, LLC ("SMP"), FRC TRUE FOOD SDFV, LLC ("SDFV"), and FRC  
28 TRUE FOOD NBFI, LLC ("NBFI"), are, and at all relevant times were, corporations conducting

1 business in the State of California, including the County of Los Angeles, as "True Food  
2 Kitchen." The Company operates four restaurant locations in California: El Segundo, Newport  
3 Beach, San Diego, and Santa Monica. At least three of the restaurant locations are registered as  
4 separate entities with the California Secretary of State's website: San Diego (FRC True Food  
5 SDFV LLC); Newport Beach (FRC True Food NBFLLC); Santa Monica (FRC True Food SMP  
6 LLC). FOX RESTAURANTS is alleged to be the owner or parent company of all True Food  
7 Kitchen restaurant locations. Plaintiff is informed and believes, and based upon such  
8 information and belief, alleges that FOX RESTAURANTS exercised control over the operations  
9 of SMP, SDFV, and NBFLLC, from its resources, food offerings and preparation, and management.

10 8. The degree of control exercised by FOX RESTAURANTS over SMP, SDFV, and  
11 NBFLLC is enough to reasonably deem SMP, SDFV, and NBFLLC as agents of FOX RESTAURANTS  
12 under traditional agency principles. SMP, SDFV, and NBFLLC can legitimately be described as  
13 only a means through which FOX RESTAURANTS acts and conducts its global business.  
14 Defendants SMP, SDFV, and NBFLLC and FOX RESTAURANTS have such a unity of interest and  
15 ownership that the separate personalities do not in reality exist and that the corporate structure is  
16 just a shield for the alter ego of each other. Plaintiff therefore is informed and believes and  
17 thereupon alleges SMP, SDFV, NBFLLC, and FOX RESTAURANTS, and each of them, were her  
18 employer under California law, that Defendants herein did acts consistent with the existence of  
19 an employer-employee relationship with Plaintiff and that SMP, SDFV, and NBFLLC was owned,  
20 controlled, directly or indirectly, by FOX RESTAURANTS.

21 9. Plaintiff is currently unaware of the true names and capacities of the defendants  
22 sued in this action by the fictitious names DOES 1 through 25, inclusive, and therefore sue those  
23 defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names  
24 and capacities of such fictitiously named defendants when they are ascertained. Plaintiff is  
25 informed and believe and based thereon state that the persons sued herein as DOES are in some  
26 manner responsible for the conduct, injuries and damages herein alleged.

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1           15. Defendants also have in place meal period waivers which allow Restaurant  
2 Employees to waive their initial meal breaks if their work or "shift" is scheduled for six hours or  
3 less. Restaurant Employees, like Plaintiff, who typically are scheduled to work for six hours are,  
4 in reality, working beyond six hours each day and are not provided with statutory meal breaks.  
5 This is an unlawful company practice in and of itself and in violation of the Employment Laws  
6 and Regulations.

7           16. Throughout her employment with Defendants, the Company forced Plaintiff to  
8 clock out at the end of her shift but instructed her to continue working off the clock to complete  
9 her side work, i.e., cleaning tables, restocking, etc. This company practice is likewise illegal and  
10 is in violation of the Employment Laws and Regulations.

11           17. Restaurant Employees, like Plaintiff, are also told to clock out before the  
12 completion of the sixth hour to avoid burdening the Company with a statutory meal break  
13 obligation, thus causing them to work off-the-clock for that reason as well.

14           18. Restaurant Employees, like Plaintiff, on occasion work seven consecutive days  
15 without receiving the required overtime premium pay for all hours worked on the seventh day as  
16 mandated by the applicable wage order. In other words, when made to work more than six  
17 consecutive days in a row without a day's rest, Plaintiff like other similarly situated Restaurant  
18 Employees, are not paid premium pay. Upon information and belief, Defendants had in place a  
19 "pay period" which did not coincide with the schedules its Restaurant Employees actually  
20 worked. Defendants' scheduling and payment practices are unequivocally unlawful as it is  
21 designed to evade the payment of overtime. Accordingly, Defendants failed to pay Plaintiff and  
22 Restaurant Employees for all hours worked.

23           19. During Plaintiff's employment with Defendants, Defendants failed and refused to  
24 provide Plaintiff with timely and accurate wage and hour statements in violation of the  
25 Employment Laws and Regulations.

26           20. During Plaintiff's employment with Defendants, Plaintiff was required to  
27 purchase clothing unique to her employment at the Company but Defendants failed to indemnify  
28 Plaintiff for all these necessary expenditures or losses incurred by her in direct consequence of

1 the discharge of her duties, or for her obedience to the directions of Defendants. Similarly,  
2 Plaintiff was charged \$2.99 to access her schedules but was not reimbursed.

3 21. During Plaintiff's employment with Defendants, Defendants wrongfully withheld  
4 from Plaintiff and failed to pay wages and other compensation due for all hours worked, and as  
5 otherwise required per Employment Laws and Regulations.

6 22. To the extent that any Restaurant Employee, including Plaintiff, entered into any  
7 arbitration agreement with any Defendant, such agreement is void and unenforceable. Any such  
8 agreement was one of adhesion, executed under duress, lacked consideration and mutuality, and  
9 is otherwise void under both Labor Code § 229 and the California Supreme Court case of  
10 *Armendariz v. Foundation Health Psychare Services, Inc.* (2000) 24 Cal.4th 83.

11 **CLASS ACTION ALLEGATIONS**

12 23. All current and former Restaurant Employees who were employed by Defendants  
13 in California during the Class Period, including Plaintiff, are proposed class members  
14 (henceforth, "Class Members").

15 24. The Restaurant Employees' duties and activities during their respective working  
16 hours and each shift are known to and directed by Defendants, and are set and controlled by  
17 Defendants.

18 25. During the Class Period, Defendants have routinely failed to provide Restaurant  
19 Employees with legally compliant and mandated meal and rest breaks.

20 26. During the Class Period, the Company refused to compensate Restaurant  
21 Employees for all wages earned ("off-the-clock" work) and for all hours worked including time  
22 during which Restaurant Employees were subject to Defendants' control and were suffered or  
23 permitted to work for the Company. The Company failed and refused to pay Restaurant  
24 Employees for all hours worked, including but not limited to time worked after the official end  
25 times of their shifts.

26 27. During the Class Period, Defendants have failed and refused to provide Restaurant  
27 Employees with timely and accurate wage and hour statements.

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1           28.     During the Class Period, Defendants have failed and refused to pay accrued wages  
2 and other compensation earned and due immediately to Restaurant Employees who were  
3 terminated, and Defendants have failed and refused to pay accrued wages and other  
4 compensation earned and due within seventy-two hours to Restaurant Employees who ended  
5 their employment.

6           29.     During the Class Period, Defendants have failed and refused to maintain complete  
7 and accurate payroll records for Restaurant Employees showing gross hours earned, total hours  
8 worked, all deductions made, net wages earned, and all applicable hourly rates in effect during  
9 each pay period and the corresponding number of hours worked at each hourly rate.

10          30.     During the Class Period, Defendants have failed and refused to indemnify the  
11 Restaurant Employees for all necessary expenditures or losses incurred by them in direct  
12 consequence of the discharge of their duties, or of their obedience to the directions of  
13 Defendants.

14          31.     During the Class Period, Defendants have wrongfully withheld and failed to pay  
15 Restaurant Employees wages and other compensation earned and due them for all hours worked  
16 and as otherwise required pursuant to the Employment Laws and Regulations.

17          32.     During the Class Period, Defendants have refused and failed to fully compensate  
18 Restaurant Employees with reporting time pay.

19          33.     Defendants' conduct violated the Employment Laws and Regulations. Defendants'  
20 systematic acts and practices also violated, *inter alia*, Business & Professions Code §§ 17200, *et*  
21 *seq.*

22          34.     Plaintiff also seeks of all other compensation and all benefits required pursuant to  
23 the Employment Laws and Regulations, plus penalties and interest, owed to Restaurant  
24 Employees.

25          35.     The duties and business activities of the Class Members were essentially the same  
26 as the duties and activities of the Plaintiff described above. At all times during the Class Period,  
27 all of the Class Members were employed in the same or similar job as Plaintiff (as a waiter,  
28 waitress, or server) and were paid in the same manner and under the same standard employment



1 procedures and practices as Plaintiff.

2 36. During the Class Period, Defendants were fully aware that Plaintiff and the Class  
3 Members were performing "off-the-clock" unpaid work and not being paid for all hours worked in  
4 violation of the provisions of the Labor Code.

5 37. Defendants' violations of the Employment Laws and Regulations were repeated,  
6 willful and intentional.

7 38. Plaintiff and the Class Members have been damaged by Defendants' conduct.

8 39. While the exact number of Class Members is unknown to Plaintiff at the present  
9 time, based on information and belief, there are more than 40 such persons. A class action is the  
10 most efficient mechanism for resolution of the claims of the Class Members.

11 40. In addition, a class action is superior to other available methods for the fair and  
12 efficient adjudication of this controversy because the damages suffered by individual Class  
13 Members may be relatively small, and the expense and burden of individual litigation would make  
14 it impossible for such Class Members individually to redress the wrongs done to them. Moreover,  
15 because of the similarity of the Class Members' claims, individual actions would present the risk  
16 of inconsistent adjudications subjecting the Defendants to incompatible standards of conduct.

17 41. Plaintiff is currently unaware of the identities of all the Class Members.  
18 Accordingly, Defendants should be required to provide to Plaintiff a list of all persons employed  
19 as Restaurant Employees (and similarly situated individuals who held titles involving the service  
20 and repair of vehicles) in California beginning four years prior to the filing of this Complaint until  
21 the present, stating their last known addresses and telephone numbers, so that Plaintiff may give  
22 such Class  
23 Members notice of the pendency of this action and an opportunity to make an informed decision  
24 about whether to participate in it.

25 42. The proposed Class that Plaintiff seeks to represent is defined as follows:

26 All Restaurant Employees (including, but not limited to, the titles of "server", "waiter",  
27 "waitress", or other similarly situated titles) who are or have been employed by  
28 Defendants in the State of California at any time during the four years prior to the  
commencement of this suit and continuing while this Action is pending.

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1           43.    There is a well-defined community of interest in the litigation and the proposed  
2 Class is easily ascertainable:

3           a.    Numerosity: While the precise number of Class Members has not been  
4 determined at this time, Plaintiff is informed and believes that Defendants have employed in  
5 excess of 40 persons as Restaurant Employees in California during the proposed Class Period.

6           b.    Commonality: There are questions of law and fact common to Plaintiff and  
7 the Class that predominate over any questions affecting only individual Class Members. These  
8 common questions of law and fact include, without limitation:

- 9                   i.    Whether Defendants failed to compensate Plaintiff and the Class  
10                   Members for all hours worked;
- 11                   ii.   Whether Defendants did not have any formal policies or procedures  
12                   in place applicable to Plaintiff and Class Members relating to meal  
13                   and rest periods;
- 14                   iii.   Whether Defendants failed to pay Plaintiff and the Class Members  
15                   overtime premium pay by designating a workweek which was out of  
16                   sync with Class Members' work schedules in an effort to evade  
17                   overtime pay.
- 18                   iv.   Whether Defendants failed to pay Plaintiff and the Class Members  
19                   the required minimum wage for every hour where work was  
20                   performed;
- 21                   v.    Whether Defendants failed to provide Plaintiff and the Class  
22                   Members with accurate itemized statements;
- 23                   vi.   Whether Defendants failed to provide meal and rest breaks for  
24                   Plaintiff and the Class Members;
- 25                   vii.   Whether Defendants owe Plaintiff and the Class Members waiting  
26                   time penalties pursuant to Labor Code §203;
- 27                   viii.   Whether Defendants engaged in unfair business practices under  
28                   Business and Professions Code §17200;

1 ix. The effect upon and the extent of damages suffered by Plaintiff and  
2 the Class Members and the appropriate amount of compensation.

3 c. Typicality: Plaintiff's claims are typical of the claims of the proposed  
4 Class. Plaintiff and all Class Members sustained injuries and damages arising out of and caused  
5 by Defendants' common course of conduct in violation of law as alleged herein.

6 d. Adequacy of Representation: Plaintiff are members of the proposed Class  
7 and will fairly and adequately represent and protect the interests of the Class Members. Counsel  
8 who represent Plaintiff are competent and experienced in litigating large wage and hour and other  
9 employment class actions.

10 e. Superiority of Class Action: A class action is superior to other available  
11 means for the fair and efficient adjudication of this controversy. Questions of law and fact  
12 common to the proposed Class predominate over any questions affecting only individual Class  
13 Members. Each proposed Class Member has been damaged and is entitled to recovery by reason  
14 of Defendants' illegal policies and/or practices of failing to pay full and correct wages, including  
15 the minimum wage and overtime premium wages, as required by law. A class action will allow  
16 those similarly situated persons to litigate their claims in the manner that is most efficient and  
17 economical for the parties and the judicial system.

18 **FIRST CAUSE OF ACTION**

19 **(Failure to Pay Compensation For All Hours Worked - Labor Code §§ 216 and 1194**

20 **By Plaintiff Individually and on Behalf of All Class Members)**

21 44. As a separate and distinct cause of action, Plaintiff complains and realleges all of  
22 the allegations contained in this complaint, and incorporates them by reference into this cause of  
23 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
24 cause of action.

25 45. Plaintiff brings this action to recover unpaid compensation for all hours worked,  
26 including for work over eight hours in a day and over forty hours in a workweek.

27 46. Defendants' conduct described in this Complaint violates, among other things,  
28 Labor Code §§ 204, 216, 218, 218.5, 218.6, 510, 1194, and 1198 and the IWC Wage Orders.

1 47. Defendants failed to pay Plaintiff and the Class Members for all of the actual hours  
2 worked, including for work over eight hours in a day and over forty hours in a workweek.  
3 Defendants knew or should have known that Plaintiff and the Class Members were working these  
4 hours.

5 48. Plaintiff and the Class Members are also entitled to penalties pursuant to Paragraph  
6 No. 20 of the applicable IWC Wage Order which provides, in addition to any other civil penalties  
7 provided by law, any employer or any other person acting on behalf of the employer who violates,  
8 or causes *to be* violated, the provisions of the IWC Wage Order, shall be subject to a civil penalty  
9 of \$50.00 (for initial violations) or \$100.00 (for subsequent violations) for each underpaid  
10 employee for each pay period during which the employee was underpaid in addition to the amount  
11 which is sufficient to recover unpaid wages.

12 49. As a result of Defendants' unlawful acts, Plaintiff and the Class Members have  
13 been deprived of compensation in an amount according to proof at the time of trial, and are  
14 entitled to recovery of such amounts, plus interest thereon, liquidated damages pursuant to Labor  
15 Code § 1194.2, and attorneys' fees and costs, pursuant to Labor Code §§ 1194 and 2698, in an  
16 amount according to proof at the time of trial. Plaintiff and the Class Members are also entitled to  
17 additional penalties and/or liquidated damages pursuant to statute.

18 **SECOND CAUSE OF ACTION**

19 **(Failure to Pay Minimum Wages - Labor Code § 1194**

20 **By Plaintiff Individually and on Behalf of All Class Members)**

21 50. As a separate and distinct cause of action, Plaintiff complains and realleges all of  
22 the allegations contained in this complaint, and incorporate them by reference into this cause of  
23 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
24 cause of action.

25 51. At all relevant times, the IWC Wage Orders contained in Title 8 of the Code of  
26 Regulations ("Wage Orders") applied to Plaintiff in Plaintiff's capacity as employees of  
27 Defendants. The Wage Orders and California law provided, among other things, that Plaintiff  
28 must receive minimum wage earnings for all hours worked.



1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Furnish Accurate Wage and Hour Statements - Labor Code § 226**

3 **By Plaintiff Individually and on Behalf of All Class Members)**

4 57. As a separate and distinct cause of action, Plaintiff complains and realleges all of  
5 the allegations contained in this complaint, and incorporate them by reference into this cause of  
6 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
7 cause of action.

8 58. During the Class Period, Defendants have routinely failed to provide Class  
9 Members, including Plaintiff, with timely and accurate wage and hour statements showing gross  
10 hours earned, total hours worked, all deductions made, net wages earned, and all applicable hourly  
11 rates in effect during each pay period and the corresponding number of hours worked at each  
12 hourly rate.

13 59. As a consequence of Defendants' actions, Class Members are entitled to all  
14 available statutory penalties, costs and reasonable attorneys' fees, including those provided in  
15 Labor Code § 226(e), as well as all other available remedies.

16 **FIFTH CAUSE OF ACTION**

17 **(For Waiting Time Penalties - Labor Code §§ 201-203**

18 **By Plaintiff Individually and on Behalf of All Class Members)**

19 60. As a separate and distinct cause of action, Plaintiff complains and realleges all of  
20 the allegations contained in this complaint, and incorporates them by reference into this cause of  
21 action as though fully set forth herein, excepting those allegations which are inconsistent with this  
22 cause of action.

23 61. During the Class Period, Defendants failed to pay accrued wages and other  
24 compensation due immediately to each Class Member who was terminated, and failed to pay  
25 accrued wages and other compensation due within seventy-two hours to each Class Member,  
26 including Plaintiff, who ended his employment.

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1 **SEVENTH CAUSE OF ACTION**

2 **(For Indemnification - Labor Code § 2802**

3 **By Plaintiff Individually and on Behalf of All Class Members)**

4 67. As a separate and distinct cause of action, Plaintiff complain and reallege all of the  
5 allegations contained in this complaint, and incorporate them by reference into this cause of action  
6 as though fully set forth herein, excepting those allegations which are inconsistent with this cause  
7 of action.

8 68. Pursuant to Labor Code § 2802(a), an employer shall indemnify its employees for  
9 all necessary expenditures or losses incurred by the employees in direct consequence of the  
10 discharge of their duties, or of their obedience to the directions of the employer, even though  
11 unlawful, unless the employee, at the time of obeying the directions, believed them to be  
12 unlawful.

13 69. During the Class Period, the Class Members, including Plaintiff, incurred  
14 necessary business-related expenses and costs that were not fully reimbursed by Defendants,  
15 including and without limitations, specialized hand tools

16 70. During the Class Period, Defendants failed to reimburse the Class Members,  
17 including Plaintiff, for necessary business-related expenses and costs.

18 71. The Class Members, including Plaintiff, are entitled to recover from Defendants  
19 their business-related expenses and costs incurred during the course and scope of their  
20 employment, plus attorneys' fees, costs and interest accrued from the date on which the employee  
21 incurred the necessary expenditures.

22 **EIGHTH CAUSE OF ACTION**

23 **(For Unfair Competition - Business & Professions Code § 17200, et seq.**

24 **By Plaintiff Individually and on Behalf of All Class Members)**

25 72. As a separate and distinct cause of action, Plaintiff complains and realleges all of  
26 the allegations contained in this complaint, and incorporates them by reference into this cause of  
27 action as though fully set forth herein, excepting those allegations which are inconsistent with  
28 this cause of action.






1 11. For such further relief as the Court may deem appropriate.

2  
3 DATED: July 22, 2016

LAW OFFICES OF THOMAS W. FALVEY  
HARTOUNIAN LAW FIRM


4  
5 By:   
6 ARMAND R. KIZIRIAN  
7 Attorneys for Plaintiff Jennifer Pae,  
8 individually and on behalf of all others similarly  
9 situated

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff Jennifer Pae, individually and on behalf of all similarly situated individuals,  
12 demand jury trial of this matter.

13 DATED: July 22, 2016

LAW OFFICES OF THOMAS W. FALVEY  
HARTOUNIAN LAW FIRM

14  
15 By:   
16 ARMAND R. KIZIRIAN  
17 Attorneys for Plaintiff Jennifer Pae,  
18 individually and on behalf of all others similarly  
19 situated  
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