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CHARIS CAUSLY

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

Case No. **26STCV25143**

Charis Causly, an individual,

Plaintiff,

v.

Will Santos, an individual, doing
business as **GoldMindStudios**;
Does 1 through 10, inclusive,

Defendants.

Complaint:

1. Sexual Harassment in Violation of Cal. Civ. Code § 51.9
2. Failure to Pay All Wages and Minimum Wage Violations in Violation of Cal. Lab. Code §§ 210, 1194, 1194.2, 1197, and 1197.1
3. Failure to Timely Pay Final Wages Upon Discharge in Violation of Cal. Lab. Code §§ 201, 203
4. Failure to Timely Pay Wages in Violation of Cal. Lab. Code §§ 204, 204b, and 210
5. Failure to Reimburse Business Expenses in Violation of Cal. Lab. Code § 2802
6. Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226(a), (e)
7. Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200
8. Constructive Termination in Violation of Public Policy

Demand for Jury Trial

1 Plaintiff Charis Causly (“Causly” or “Plaintiff”), as an individual, complains and alleges
2 the following against Will Santos, also known as Will Vargas, doing business as
3 GoldMindStudios (“Santos,” “GoldMindStudios,” or “Defendant”), and Does 1–10
4 (collectively “Defendants”):

5 **I. JURISDICTION AND VENUE**

6 1. Jurisdiction and venue are proper in this Court because all the claims alleged herein
7 arose in California, and all the Defendants are doing or did business in Los Angeles County,
8 and/or their principal place of business is in Los Angeles County, in each case, at the times
9 relevant herein. (See Cal. Govt. Code § 12965(b) [stating venue is appropriate in, inter alia, any
10 county in the state in which the unlawful practice is alleged to have been committed.])

11 2. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive
12 of interest and costs.

13 **II. PARTIES**

14 3. Plaintiff Charis Causly at all relevant times herein was and is a citizen of the State
15 of California and a resident of the County of Los Angeles.

16 4. Defendant Will Santos, also known as Will Vargas, is, and at all relevant times
17 was, an individual residing in and doing business in the State of California. Santos/Vargas does
18 business as GoldMindStudios, a recording studio he operates and rents at 739 N Lake St,
19 Burbank, California, 91502. On information and belief, GoldMindStudios is not a separate legal
20 entity; Santos is the sole owner and operator of the studio and is the only defendant responsible
21 for the conduct alleged herein.

22 5. The true names and capacities of Does 1 through 10, inclusive, are presently
23 unknown to Plaintiff. Plaintiff therefore sues Does 1 through 10 by such fictitious names. Plaintiff
24 will amend this Complaint to set forth the true names and capacities of Does when they are
25 ascertained.

26 **III. FACTUAL ALLEGATIONS**

27 **A. Causly Begins Unpaid Music Internship with Santos**

28 6. In late June 2024, Plaintiff emailed Santos inquiring about a music internship, and

1 Santos responded from his GoldMindStudios account to arrange an in-person meeting.

2 7. A few days later, Plaintiff attended an in-person interview with Santos. During the
3 interview, Santos told Plaintiff that she would assist him in the studio. He asked to hear her music
4 and after listening he expressed strong interest and said he was impressed. Santos offered to
5 record, mix, and master Plaintiff's music in exchange for her assistance in the studio. Plaintiff,
6 eager to develop her music and her career, accepted.

7 8. Plaintiff began working with Santos shortly after this meeting. Santos told Plaintiff
8 to come in on Tuesdays and Fridays, but that on other days, she should "always be on her toes,"
9 to come in at any time if he called; he emphasized that to succeed in the music industry she
10 needed to be ready to drop everything at a moment's notice to come in.

11 9. From late July through December 2024, Plaintiff was in the studio approximately
12 three times per week. Her responsibilities included cleaning and organizing the studio, cleaning
13 Santos's car, running errands for supplies, and general assistant tasks. Santos never paid Plaintiff
14 any wages for any of this work.

15 **B. Santos Cultivates a Sexualized Environment**

16 10. From the beginning of the internship, Santos cultivated a sexualized environment
17 in the studio. During the first two months, he frequently made explicit sexual comments about
18 women, stared at women in public and commented on their bodies, and described sexual acts he
19 wanted to perform on them.

20 11. Santos also regularly asked Plaintiff to give him massages in the studio. He would
21 lie on the floor and ask her to massage his back and thighs, and sometimes asked her to stand on
22 him. This occurred multiple times throughout the internship, including on at least one occasion
23 when another woman was present in the studio. Plaintiff felt uncomfortable performing these
24 massages but was pressured to comply.

25 12. On one occasion, Plaintiff entered the studio to find Santos watching pornography
26 on his screen. The presence of explicit sexual content in the workplace made Plaintiff
27 uncomfortable and contributed to the increasingly sexualized environment.

28 13. Beginning in July 2024, Santos initiated what he called a "20 questions in 20

seconds game.” He instructed Plaintiff to answer questions immediately without thinking in order to “train” her brain to push past fear and discomfort in the music industry. While the questions initially appeared harmless, they escalated into sexual topics, including questions about Plaintiff’s sexual history, whether she had performed sexual acts in specific locations, and whether she had engaged in one-night stands. Santos made Plaintiff play this game on numerous occasions and the questions became progressively more explicit. Plaintiff felt uncomfortable but believed refusing would negatively affect her internship and her music.

C. Santos Uses His Professional Leverage to Pressure Causly

14. By September 2024, Santos started partially working on the production of Plaintiff’s songs, but progress was inconsistent. Santos frequently told Plaintiff that she was a “star,” that he might manage her, and that he had strong industry connections. He told her that she needed him to succeed, that he needed to see that “nothing would stop her,” and that he needed to see that she was a “risk-taker” and that “no lines would stop” her. Santos created the impression that Plaintiff’s future career depended on him and that she needed to prove total commitment.

15. In or around late August 2024, Santos booked an AirBnB for a content shoot for one of Plaintiff’s songs. Plaintiff told Santos she was uncomfortable going alone and brought her sister. Santos was clearly not happy that Plaintiff refused to come alone and his demeanor changed. Shortly after the trip, Santos told Plaintiff that if she did not “twerk” for him, he would not make her songs — Santos claimed needed to be able to see that she could step outside her comfort zone, and if she couldn’t, he would not trust that she would do “anything” for music. He leveraged the fact that his production of Plaintiff’s song remained unfinished.

16. Around mid-September 2024, Santos began explicitly tying completion of Plaintiff’s music to escalating sexual conduct. He stated that they were progressing in “stages,” and that he would not finish her song unless she advanced.

17. Stage one involved twerking in front of Santos to Plaintiff’s music. Plaintiff eventually complied because she believed her career depended on Santos finishing the song.

18. Santos then escalated to requiring that Plaintiff twerk on him while he was seated,

1 giving him lap dances each time he demanded it. This occurred multiple times between
2 approximately October and November 2024. During these incidents, Santos required direct
3 physical contact. When Plaintiff attempted to stand up to reduce contact, Santos grabbed her
4 waist and pulled her back onto his lap. He framed this as personal growth and overcoming fear.
5 Plaintiff did not want to engage in this physical contact but felt pressured because Santos
6 conditioned the completion of her music on her participation.

7 19. When working on Plaintiff's second song in approximately November 2024,
8 Santos escalated further and required that Plaintiff remove her pants while twerking on him. This
9 again was tied to progressing to the "next stage."

10 20. In October 2024, Plaintiff started confiding in others about Santos' hostile work
11 environment, and she met a woman who had been a client of Santos, who shared that Santos had
12 made sexually inappropriate and uncomfortable comments toward her as well

13 21. Santos' perverse, quid-pro-quo requests escalated in December 2024, when Santos
14 stated he would produce a full song for Plaintiff from start to finish if she would go to the "next
15 stage," which he described as being naked and twerking on him. Plaintiff refused and Santos
16 responded that he disappointed that she could not "push herself."

17 22. Fed up with the hostile work environment and lack of payment, Plaintiff was
18 forced to leave the position in December 2024. Santos never finished Plaintiff's music and never
19 paid Plaintiff for any of the work she performed over the five months. As a direct result of
20 Defendant's conduct, Plaintiff has suffered and continues to suffer emotional and economic harm

21 IV. EFAA

22 23. Any alleged arbitration agreement is invalid and unenforceable with respect to
23 Plaintiff's claims as they involve sexual assault and harassment, pursuant to the Ending Forced
24 Arbitration of Sexual Assault and Sexual Harassment Act ("EFAA"). (9 U.S.C.A. §§ 401, 402.)
25 The EFAA precludes compelled arbitration as to all claims, not only those arising from
26 allegations of sexual harassment.

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1 frequent.

2 30. Economic damages. As a direct and legal result of Defendants' conduct, Plaintiff
3 has and will suffer special damages for lost wages, and other economic losses, in an amount not
4 yet fully known but in excess of the minimum jurisdictional amount of this Court.

5 31. Non-economic damages. As a direct and legal result of Defendants' conduct,
6 Plaintiff has and will suffer general damages including, but not limited to, damage to her
7 reputation, pain and suffering, humiliation, embarrassment, and emotional distress, all in an
8 amount to be proven at trial.

9 32. In engaging in the foregoing conduct, Defendant acted with malice, oppression,
10 and/or fraud. Defendant conduct constituted malice in that they acted with an intent to cause
11 injury, or their conduct was despicable and was done with a willful and knowing disregard of the
12 rights or safety of another. Defendants' conduct constituted oppression in that their conduct was
13 despicable and subjected Plaintiff to cruel and unjust hardship in knowing disregard of her rights.
14 Plaintiff is therefore entitled to punitive damages.

15 33. As a direct and proximate result of Defendant's conduct, as alleged here, Plaintiff
16 has been compelled to retain legal counsel, and is entitled to reasonable attorney's fees and costs
17 of suit, pursuant to Cal. Civil Code § 52 as well as other applicable statutes.

18 **Second Cause of Action**

19 Failure to Pay All Wages and Minimum Wage Violations
20 in Violation of Cal. Lab. Code §§ 210, 1194, 1194.2, 1197, and 1197.1

21 34. Plaintiff incorporates by reference each and every allegation contained in all of the
22 paragraphs above as though fully set forth here.

23 35. Plaintiff brings this action to recover unpaid compensation for all hours worked,
24 including all the time suffered or permitted to work, whether or not required to do so.

25 36. Defendant's conduct described in this Complaint violates California Labor
26 Code §§ 210, 1194, 1194.2, 1197, and 1197.1.

27 37. It is a minimum wage violation when an employee works but is not compensated
28 for each and every hour worked. Despite performing work at Defendant's direction, Plaintiff was

1 never paid for any of the time Plaintiff worked. Defendant suffered and permitted Plaintiff to
2 work and was aware that Plaintiff was working and performing services on Defendant's behalf,
3 yet failed to pay Plaintiff.

4 38. Plaintiff is informed and believes, and on that basis alleges, that Defendant's failure
5 to fully compensate Plaintiff for all hours worked was willful, purposeful, and unlawful and done
6 in accordance with the policies and practices of Defendant's operations. Defendant knew or
7 should have known that Plaintiff was working and performing services on Defendant's behalf.

8 39. As a proximate cause of the aforementioned violations, Plaintiff has been damaged
9 in an amount according to proof at trial, in excess of the jurisdictional minimum of this Court.
10 Plaintiff is entitled to recover the unpaid balance of wages owed, plus interest on that amount,
11 liquidated damages pursuant to Labor Code § 1194.2, and penalties. Plaintiff is entitled to recover
12 reasonable attorney's fees and costs of suit pursuant to Labor Code § 1194, et seq.

13 **Third Cause of Action**

14 Failure to Timely Pay Final Wages Upon Discharge in Violation of Cal. Lab. Code §§ 201, 203

15 40. Plaintiff incorporates by reference each and every allegation contained in all of the
16 paragraphs above as though fully set forth here.

17 41. Pursuant to California Labor Code § 201, if an employer discharges an employee,
18 the wages earned and unpaid at the time of the discharge are due and payable immediately.

19 42. Plaintiff was separated from employment by Defendant. Plaintiff was not paid any
20 of the wages, salary, compensation, or benefits owed to Plaintiff upon her constructive
21 termination, as required by law.

22 43. Defendant had the ability to pay all wages earned by Plaintiff but failed to pay
23 Plaintiff any wages at all.

24 44. Defendant willfully refused and continues to refuse to pay Plaintiff all wages
25 earned in a timely manner, as required by California Labor Code § 203. Defendant's failure to
26 pay was willful within the meaning of the statute in that Defendant intentionally failed and
27 refused to perform the act required: paying Plaintiff's earned wages. Plaintiff therefore seeks
28 restitution and penalties pursuant to California Labor Code § 203, which provides that an

1 employee's wages will continue as a waiting time wage continuation penalty of up to thirty (30)
2 days from the time the wages were due.

3 45. As a proximate result of Defendant's willful failure to pay final wages, Plaintiff has
4 been damaged in an amount according to proof at trial. Plaintiff is entitled to recover waiting
5 time penalties pursuant to Labor Code § 203, plus interest and costs.

6 **Fourth Cause of Action**

7 Failure to Timely Pay Wages in Violation of Cal. Lab. Code §§ 204, 204b, and 210

8 46. Plaintiff incorporates the allegations contained in all previous paragraphs as
9 though fully stated here.

10 47. California Labor Code § 204 requires that all wages earned by any person in any
11 employment be paid at least twice during each calendar month on the days designated as regular
12 paydays. California Labor Code § 204b requires that, for employees paid on a weekly basis on a
13 regular day designated by the employer in advance of the rendition of services as the regular
14 payday, § 204 does not apply and instead that labor performed by a weekly-paid employee during
15 any calendar week shall be paid either not later than the regular payday of the employer or not
16 later than seven days after the regular payday of the employer for such weekly-paid employee
17 falling during the following calendar week.

18 48. Labor Code § 210, subdivision (a), states that "[i]n addition to, and entirely
19 independent and apart from, any other penalty provided in this article, every person who fails to
20 pay the wages of each employee as provided in §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
21 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred
22 dollars (\$100) for each failure to pay each employee" and "(2) For each subsequent violation, or
23 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
24 employee, plus 25 percent of the amount unlawfully withheld."

25 49. Despite Plaintiff's work for Defendant, Defendant failed to pay Plaintiff any wages
26 whatsoever on any scheduled payday.

27 50. Defendant's conduct described in this Complaint violates California Labor Code
28 §§ 204, 204b, and 210, in addition to other statutory provisions. Defendant's failure to timely pay

1 wages during the period of Plaintiff's employment was willful, purposeful, and unlawful.

2 51. As a proximate result of Defendant's violations, Plaintiff has been damaged in an
3 amount according to proof at trial. Plaintiff is entitled to recover all unpaid wages owed, civil
4 penalties pursuant to Labor Code § 210, interest, and attorney's fees and costs pursuant to
5 applicable law.

6 **Fifth Cause of Action**

7 Failure to Reimburse Business Expenses in Violation of Cal. Lab. Code § 2802

8 52. Plaintiff incorporates by reference each and every allegation contained in all of the
9 paragraphs above as though fully set forth here.

10 53. Labor Code § 2802(a) requires an employer to indemnify its employees for all
11 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
12 of the employee's duties, or of the employee's obedience to the directions of the employer.

13 54. In connection with Plaintiff's employment duties, Plaintiff incurred necessary
14 expenditures and losses through the use of Plaintiff's personal cell phone, travel, and lodging for
15 work with Defendant. Defendant never reimbursed Plaintiff for any portion of these expenses
16 incurred in connection with Plaintiff's work.

17 55. The expenditures and losses described above were necessary and reasonable
18 expenses incurred by Plaintiff in direct consequence of discharging Plaintiff's employment duties
19 and obeying the directions of Defendant.

20 56. As a proximate result of Defendant's failure to reimburse Plaintiff's necessary
21 business expenditures, Plaintiff has been damaged in an amount according to proof at trial.
22 Plaintiff is entitled to recover the full amount of unreimbursed business expenses, plus interest
23 thereon from the date of expenditure as provided by Labor Code § 2802(b), and attorney's fees
24 and costs pursuant to Labor Code § 2802(c).

25 57. Defendant's failure to reimburse Plaintiff was willful, purposeful, and unlawful.
26 Defendant engaged in despicable conduct with conscious disregard of Plaintiff's rights. Plaintiff
27 is entitled to punitive damages in an amount to be proven at trial.

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1 **Sixth Cause of Action**

2 Failure to Provide Accurate Itemized Wage Statements

3 in Violation of Cal. Lab. Code § 226(a), (e)

4 58. Plaintiff incorporates by reference each and every allegation contained in all of the
5 paragraphs above as though fully set forth here.

6 59. California Labor Code § 226(a) requires every employer, at the time wages are
7 paid, to provide each employee with an accurate itemized written statement showing: (1) gross
8 wages earned; (2) total hours worked; (3) all deductions; (4) net wages earned; (5) the inclusive
9 dates of the pay period; (6) the name of the employee and the last four digits of the employee's
10 social security number; (7) the name and address of the legal entity that is the employer; and (8)
11 all applicable hourly rates in effect during the pay period and the corresponding number of hours
12 worked at each rate.

13 60. Defendant failed to provide Plaintiff with any wage statement whatsoever during
14 Plaintiff's entire period of employment. Defendant never paid Plaintiff any wages and never
15 provided Plaintiff with any itemized wage statement showing gross wages earned, hours worked,
16 deductions, net wages, or any of the other information required by Labor Code § 226(a).

17 61. Plaintiff is informed and believes, and on that basis alleges, that Defendant
18 knowingly and intentionally failed to furnish Plaintiff with complete and accurate wage
19 statements, in violation of Labor Code § 226, et seq.

20 62. Plaintiff was injured by Defendant's failure to provide accurate itemized wage
21 statements because, among other things, the failure to provide any wage statements at all
22 prevented Plaintiff from determining the amounts of wages owed to Plaintiff, the basis of
23 Plaintiff's compensation, and the accuracy of any payment Plaintiff might have received.

24 63. As a proximate result of Defendant's conduct, Plaintiff is entitled to recover all
25 damages and penalties pursuant to Labor Code § 226(e), including statutory penalties, civil
26 penalties, reasonable attorney's fees, and costs of suit.

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1 **Seventh Cause of Action**

2 Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200

3 64. Plaintiff incorporates by reference each and every allegation contained in all of the
4 paragraphs above as though fully set forth here.

5 65. Plaintiff is informed and believes, and based thereon alleges, that the unlawful
6 conduct of Defendant alleged herein constitutes unfair competition within the meaning of
7 Business and Professions Code § 17200. Defendant's systematic failure to pay Plaintiff any wages
8 for work performed, failure to pay all wages due upon termination, failure to provide accurate
9 wage statements, failure to timely pay wages, and failure to reimburse necessary business
10 expenses constitute unlawful, unfair, and fraudulent business acts and practices within the
11 meaning of Business and Professions Code § 17200, et seq. Due to Defendant's unlawful business
12 practices in violation of the Labor Code, Defendant has gained a competitive advantage over
13 other comparable businesses doing business in the State of California that comply with their
14 obligations to compensate workers in accordance with California law.

15 66. As a result of Defendant's unfair competition as alleged herein, Plaintiff has
16 suffered injury in fact and lost money and property, including wages earned and owed,
17 unreimbursed business expenses, and other compensation to which Plaintiff was entitled and
18 which Defendant withheld and retained for itself.

19 67. Pursuant to Business and Professions Code §§ 17203 and 17204, Plaintiff seeks
20 restitution of all wages and other monies owed under the Labor Code, including interest thereon,
21 in which Plaintiff had a property interest and which Defendant nevertheless failed to pay and
22 instead withheld and retained for itself. Restitution of the money owed to Plaintiff is necessary to
23 prevent Defendant from becoming unjustly enriched by its failure to comply with California law.

24 68. In addition, pursuant to Business and Professions Code §§ 17203 and 17204,
25 Plaintiff seeks public injunctive relief for the benefit of the general public prohibiting Defendant
26 from further violating the California Labor Code and requiring the establishment of appropriate
27 and effective means to prevent future violations. This relief benefits Plaintiff only incidentally and
28 as a member of the general public. The primary purpose and effect of this prohibition is to prohibit

1 unlawful acts that threaten future injury to the general public by means of Defendant's unlawful
2 competition with other California employers.

3 69. Plaintiff is entitled to costs of suit under Code of Civil Procedure § 1032 and interest
4 under Civil Code § 3287.

5 **Eighth Cause of Action**

6 **Constructive Termination in Violation of Public Policy**

7 70. Plaintiff incorporates by reference each and every allegation contained in all of the
8 paragraphs above as though fully set forth here.

9 71. At all relevant times, Plaintiff was working for Defendant within the meaning of
10 California law. Defendant suffered and permitted Plaintiff to work, directed and controlled
11 Plaintiff's work, required Plaintiff to perform services for Defendant's benefit, and failed to pay
12 Plaintiff wages for the work she performed.

13 72. California has fundamental public policies requiring employers to maintain
14 workplaces free from sexual harassment, sexual coercion, retaliation, and unlawful wage
15 practices, and requiring employers to pay employees all wages owed for work performed.

16 73. Defendant violated these fundamental public policies by subjecting Plaintiff to
17 severe and pervasive sexual harassment and coercion, conditioning the continuation and benefits
18 of Plaintiff's work relationship on Plaintiff's submission to escalating sexual conduct, refusing to
19 pay Plaintiff any wages for the work she performed, and using Plaintiff's unpaid labor and
20 professional aspirations to pressure her into sexual compliance.

21 74. Defendant's conduct made Plaintiff's working conditions so intolerable that a
22 reasonable person in Plaintiff's position would have felt compelled to resign.

23 75. Plaintiff did not voluntarily leave a lawful or tolerable workplace. Rather, Plaintiff
24 was constructively terminated when Defendant's unlawful conduct, including his escalating
25 sexual demands and coercive use of professional leverage, left Plaintiff with no reasonable
26 alternative but to end the internship.

27 76. Plaintiff's constructive termination was in violation of fundamental public policies
28 of the State of California, including public policies prohibiting sexual harassment, sexual

1 coercion, retaliation for refusing unlawful sexual demands, and the failure to pay earned wages.

2 77. Economic damages. As a direct and legal result of Defendants' conduct, Plaintiff
3 has and will suffer special damages for lost wages, and other economic losses, in an amount not
4 yet fully known but in excess of the minimum jurisdictional amount of this Court.

5 78. Non-economic damages. As a direct and legal result of Defendants' conduct,
6 Plaintiff has and will suffer general damages including, but not limited to, damage to her
7 reputation, pain and suffering, humiliation, embarrassment, and emotional distress, all in an
8 amount to be proven at trial.

9 79. In engaging in the foregoing conduct, Defendant acted with malice, oppression,
10 and/or fraud. Defendant conduct constituted malice in that they acted with an intent to cause
11 injury, or their conduct was despicable and was done with a willful and knowing disregard of the
12 rights or safety of another. Defendants' conduct constituted oppression in that their conduct was
13 despicable and subjected Plaintiff to cruel and unjust hardship in knowing disregard of her rights.
14 Plaintiff is therefore entitled to punitive damages.

15 VI. PRAYER FOR RELIEF

16 Wherefore, Plaintiff seeks judgment against Defendant, as follows:

- 17 a) For general damages, including emotional distress damages, according to proof on
18 each cause of action for which such damages are available;
- 19 b) For special damages, according to proof on each cause of action for which such
20 damages are available;
- 21 c) For compensatory damages, including emotional distress damages, according to
22 proof on each cause of action for which such damages are available;
- 23 d) For punitive damages, according to proof on each cause of action for which such
24 damages are available;
- 25 e) For liquidated damages, statutory penalties, civil penalties, and waiting time
26 penalties, according to proof and as provided by the Labor Code and other
27 applicable statutes;
- 28 f) For appropriate permanent injunctive relief, including, but not limited to, that (a)

1 Defendant be required to post visibly in appropriate locations within their business
2 notices explaining to their current and/or employees that they have violated one
3 or more of the laws cited herein (and the nature of such violations); and (b)
4 Defendant be required to provide specialized training regarding the laws cited
5 herein;

6 g) That Plaintiff recover from Defendant the costs and attorneys' fees incurred in the
7 prosecution of this action, pursuant to Civil Code § 52, Labor Code §§ 1194, 226(e),
8 and 2802(c), and all other applicable statutes;

9 h) For such other and further relief and the Court deems proper and just.
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11 **VII. DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a trial by jury on all causes of action alleged herein in the Complaint
13 for Damages.
14

15 Dated: August 10, 2026

FLECHSIG HOWARD LLP

16 By: /s/ Andrew A. Howard
17 Andrew A. Howard

18 Attorney for Plaintiff
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