

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Christopher Lui

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10 SCOTT MARTINEZ

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

SCOTT MARTINEZ, an individual,

Plaintiff,

v.

CITY OF EL SEGUNDO; EL SEGUNDO
FIRE DEPARTMENT; FIRE CHIEF
CHRIS DONOVAN; and DOES 1-100,

Defendants.

Case No. **21STCV10637**

COMPLAINT FOR:

1. AGE DISCRIMINATION
2. HARRASMENT BASED ON AGE
3. RETALIATION FOR
COMPLAINING ABOUT AGE
DISCRIMINATION AND
HARASSMENT
4. RETALTION IN VIOLATION OF
LABOR CODE § 1102.5

DEMAND FOR JURY TRIAL

Plaintiff SCOTT MARTINEZ, for his Complaint against Defendants CITY OF EL
SEGUNDO, EL SEGUNDO FIRE DEPARTMENT and FIRE CHIEF CHRIS DONOVAN and
DOES 1 - 100, inclusive, alleges:

PARTIES

1. At all times herein mentioned, Plaintiff SCOTT MARTINEZ (“Plaintiff”) was, and
remains, employed by the City of El Segundo (“City”) and the El Segundo Fire Department

1 (“ESFD”), holding the rank of Captain and is an individual over the age of eighteen residing in
2 Orange County, California.

3 2. Plaintiff is informed and believes and thereon alleges that at all times herein
4 mentioned, Defendant City was a municipal public entity under the laws of California, violating
5 laws within the State of California, County of Los Angeles. At all times pertinent hereto,
6 Defendant City owned, controlled, and operated that agency known as the El Segundo Fire
7 Department (“ESFD”), also a defendant in this action.

8 3. Plaintiff is informed and believes and thereon alleges that at all times herein
9 mentioned, Defendants City and ESFD were the employers of Defendants Fire Chief Chris
10 Donovan, and DOES 1-50, who were managerial, supervisory, and policy making employees of
11 ESFD and City, and DOES 51-100 who at all relevant times, were residents of Los Angeles and/or
12 Orange Counties, California, and were working generally for and in the City of El Segundo,
13 California.

14 4. Chief Chris Donovan and DOES 1-100 were employed by Defendants City and/or
15 ESFD and were acting within the course and scope of their employment with Defendants City
16 and/or ESFD and on behalf of Defendants City and/or ESFD and with authority as such agents and
17 employees and with the consent and ratification of their co-Defendants and City and/or ESFD.

18 5. At all relevant times Fire Chief Chris Donovan and DOES 1-100 were duly
19 appointed supervising fire fighters and/or employees and/or agents of the City and/or ESFD,
20 subject to oversight and supervision by City’s elected and non-elected officials.

21 6. Chief Donovan is, and at all times relevant hereto was, a supervisor as that term is
22 defined in *Government Code* § 12926(t).

23 7. The true names and capacities, whether corporate, associate, individual, or
24 otherwise, of Defendants DOES 1-100 are unknown to Plaintiff, who therefore sues said
25 Defendants by such fictitious names. Each of the Defendants designated herein as a DOE is
26 negligently or otherwise legally responsible in some manner for the events and happenings herein
27 referred to, and caused injuries and damages proximately thereby to Plaintiff, as herein alleged.
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1 Plaintiff will amend this Complaint to show their names and capacities when they have been
2 ascertained.

3 8. At all times herein mentioned, Defendants were the agents, servants, and
4 employees of each other, and at all times relevant hereto were acting within the course and scope
5 of their authority as agents, servants, and/or employees and acting on the implied and actual
6 permission and consent of the City and/or ESFD.

7 9. Fire Chief Chris Donovan (“Chief Donovan” or “Donovan”) is sued in his
8 individual and official capacities.

9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 **Background**

11 10. Plaintiff has been employed as a firefighter by City in the ESFD since March 23,
12 1992, almost twenty-nine years. Plaintiff was promoted to Captain in the ESFD in or around 2009
13 and remains employed in that capacity.

14 11. Plaintiff’s date of birth is June 4, 1967. He is age 53.

15 12. Plaintiff is informed and believes and thereon alleges that Defendant Donovan
16 became Chief of the ESFD in or around 2016.

17 **The Consent Decree**

18 13. Plaintiff is informed and believes and thereon alleges that in or around 2018, the
19 federal Environmental Protection Agency and Chevron entered into a consent decree, which was
20 approved by a United States District Court, arising from certain events which occurred at certain
21 of Chevron’s owned and operated refineries. Pursuant to this consent decree, Chevron furnished
22 funds to various California agencies for the purchase of new safety related equipment and/or the
23 maintenance of safety related equipment. Among those agencies is City and ESFD.

24 14. Plaintiff is informed and believes and thereon alleges that pursuant to said consent
25 decree, funds referenced in said consent decree are not to be used for anything other than those
26 matters specified in the consent decree, specifically purchase of new safety related equipment
27 and/or the maintenance of safety related equipment, including helmet shields.
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1 15. Consistent with Plaintiff's understanding, in a series of meetings with Plaintiff and
2 other similarly situated City and ESFD employees, Chief Donovan advised that as provided in the
3 consent decree, consent decree related funds were to be used only for the purchase of new safety
4 related equipment and/or maintenance of safety related equipment and nothing else.

5 16. In or around January 2020, Chief Donovan and ESFD Battalion Chief Dena Lee
6 embarked on a scheme the purpose of which was to utilize consent decree funds for the purchase
7 of items outside the purview of the consent decree. In furtherance of that scheme on or around
8 January 16, 2020, Lee ordered that all helmet shields be removed from ESFD helmets, packaged
9 and returned to the vendor, All Star Turnout for cleaning. At the instruction of Chief Donovan and
10 Lee, ESFD then paid All Star Turnout for the purported cleaning of the helmet shields.

11 17. However, rather than provide ESFD with cleaned helmet shields, at the instruction
12 of Chief Donovan and Lee, in or around February 2020, All Star Turnout returned the helmet
13 shields to ESFD, without having been cleaned and gave ESFD a credit for the monies it had paid
14 for the purported cleaning. The purpose of the credit was to enable ESFD to utilize consent decree
15 monies for matters outside the purview of the consent decree.

16 18. Plaintiff reasonably and in good faith believed that the above referenced scheme
17 was in violation of the consent decree and federal and California law.

18 19. On or around April 27, 2020, Plaintiff complained to City and ESFD Human
19 Resources Director David Serrano about the above referenced scheme. Plaintiff advised Serrano of
20 the specifics of the transactions regarding the helmet shields, as referenced above and that he
21 believed them to be in violation of the consent decree and federal and California law.

22 **The Battalion Chief Examination**

23 20. In or around April 2019, Plaintiff took the requisite examination for promotion
24 from Captain to Battalion Chief. Pursuant to regulations implemented by City and/or by other
25 government entities, candidates for promotion to Battalion Chief are to be promoted according to
26 their ranking on the examination; that is the examinee with the highest rank being promoted first,
27 followed by the examinee with the next highest rank, etc.
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1 21. The results of the April 2019 Battalion Chief Examination were: ESFD Captain
2 Dena Lee ranked first, Plaintiff ranked second and ESFD Captain Evan Siefke ranked third. As a
3 result of these rankings, Lee was promoted into the first Battalion Chief vacancy.

4 22. On or around June 16, 2019, a Battalion Chief took a workers' compensation injury
5 related leave. Initially, Chief Donovan "temporarily" assigned Battalion Chiefs Dena Lee and
6 Shawn Bonfield to cover this vacancy, in addition to performing their regularly assigned duties as
7 Battalion Chiefs. Then, or around February 14, 2020, Chief Donovan assigned Captain Evan
8 Siefke to this position as a "provisional" Battalion Chief.

9 23. On or around April 8, 2020, Chief Donovan extended the rankings for the April
10 2019 Battalion Chief Examination so that Donovan could promote Siefke into that position on a
11 permanent basis. Subsequently, Donovan promoted Siefke into that Battalion Chief position on a
12 permanent basis. Said promotion was in contravention of City's and other governmental entities'
13 established regulations in that Plaintiff had ranked higher on the Battalion Chief examination than
14 Siefke. Siefke is lesser qualified and substantially younger than Plaintiff. Chief Donovan did not
15 promote Plaintiff into this Battalion Chief position, because of Plaintiff's age.

16 24. In or around March 2020, another Battalion Chief position became vacant as a
17 result of a Battalion Chief taking a stress related leave. Rather than promote Plaintiff into that
18 position, Chief Donovan assigned Battalion Chiefs Siefke and Lee to split the duties of this vacant
19 position. Donovan did not promote Plaintiff into this position, because of his age.

20 25. In or around October 2019, Plaintiff saw certain documents that suggested that
21 Siefke had the answers to the April 2019 Battalion Chief examination prior to Siefke taking that
22 examination. In or around May 2020, Plaintiff learned that Chief Donovan had given Siefke said
23 answers prior to the examination. In or around December 2020, Plaintiff learned that Donovan
24 also had given the examination answers to Lee prior to her taking the April 2019 examination.
25 Plaintiff reasonably and in good faith believed that Donovan's actions were in violation of City's
26 and other government agencies' regulations requiring that merit-based examinations be
27 administered in a fair manner.
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1 26. Giving answers to an examinee prior to taking the examination is a violation of
2 regulations implemented by City and other governmental agencies and is otherwise unlawful. By
3 doing so, Donovan attempted to facilitate Lee and Siefke scoring higher than Plaintiff, so that
4 Donovan could promote Lee and Siefke in apparent compliance with applicable governmental
5 regulations. Donovan gave Lee and Siefke the examination answers because of Plaintiff's age.

6 27. On May 21, 2020, Plaintiff complained to City's Department of Human Resources
7 about Donovan giving Siefke the answers to the Battalion Chief examination and that Donovan
8 had failed to promote Plaintiff because of his age. City took no action in response to Plaintiff's
9 complaint.

10 28. On or around October 8, 2020, Donovan refused to extend the rankings for the
11 April 2019 Battalion Chief examination beyond October 2020, thus depriving Plaintiff of any
12 further opportunity for promotion to Battalion Chief. Donovan did so in retaliation for Plaintiff's
13 April 27, 2020 and May 21, 2020 complaints and because of Plaintiff's age.

14 29. On or around November 22, 2020, Plaintiff met with Battalion Chiefs Lee and
15 Siefke to review his annual written performance appraisal. To have an annual performance
16 appraisal meeting with two Battalion Chiefs is unprecedented; the purpose was to intimidate
17 Plaintiff and otherwise make him uncomfortable. Siefke and Lee unlawfully denied Plaintiff
18 union representation during this meeting. They also refused to allow Plaintiff to record the
19 meeting in order to further intimidate Plaintiff. Plaintiff is informed and believes and thereon
20 alleges that the foregoing actions were taking at the behest of Chief Donovan because of
21 Plaintiff's age and for having complained on April 27, 2020 and May 21, 2020 as alleged herein.

22 30. On or around December 10, 2020, Plaintiff received his annual written performance
23 review. At Donovan's instruction, Plaintiff was graded unfairly and in such a way as to diminish
24 the likelihood that he would be promoted into a Battalion Chief position. Donovan's actions
25 regarding the conduct of the November 22, 2020 meeting and the substance of the performance
26 appraisal were motivated by Plaintiff's age and his April 27, 2020 and May 21, 2020 complaints.

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1 FIRST CAUSE OF ACTION

2 **Age Discrimination In Violation of *Government Code* § 12940(a)**

3 **(Against Defendants City, ESFD and DOES 1-100)**

4 31. Plaintiff repeats and realleges each of the allegations set forth above.

5 32. *Government Code* § 12940(a) prohibits an employer from discriminating against an
6 employee in terms and conditions of employment because of the employee's age.

7 33. Both City and ESFD regularly employ five or more employees and therefore City
8 and ESFD are employers as that term is defined in *Government Code* § 12926(d).

9 34. On January 28, 2021, Plaintiff filed an administrative complaint with the
10 Department of Fair Employment and Housing ("DFEH") alleging discrimination based on age,
11 age related harassment and retaliation for complaining about age discrimination and age related
12 harassment, in violation of the *Fair Employment & Housing Act (Government Code* §§ 12900 *et*
13 *seq.*) and naming as respondents, City, ESFD and Donovan. That same day, the DFEH issued to
14 Plaintiff a Right To Sue Notice.

15 35. Plaintiff is informed and believes and thereon alleges that since becoming Fire
16 Chief, Donovan has engaged in a course of conduct designed to force older employees,
17 particularly those over age 50, to leave the employ of the ESFD so Donovan can replace them
18 with substantially younger employees.

19 36. Plaintiff is informed and believes and thereon alleges that in furtherance of that
20 plan Donovan has refused to promote older employees, particularly those over age 50, giving such
21 promotions to lesser qualified substantially younger employees.

22 37. Plaintiff is informed and believes and thereon alleges that in furtherance of that
23 plan, Donovan has changed staff assignments of certain employees, particularly those over age 50,
24 replacing them with lesser qualified substantially younger employees.

25 38. City, ESFD and Donovan discriminated against Plaintiff because of his age by
26 furnishing answers to the Battalion Chief examination to a substantially younger employees, by
27 not promoting Plaintiff to Battalion Chief as alleged herein, by refusing to extend the Battalion
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1 Chief promotion list beyond October 2020 and by giving Plaintiff an unwarranted performance
2 review designed to limit the possibilities of being promoted to Battalion Chief.

3 39. As a direct, foreseeable and proximate result of Defendants' discriminatory
4 conduct, individually and collectively, Plaintiff suffered and continues to suffer humiliation,
5 embarrassment, anxiety, mental anguish and emotional distress and related physical maladies.
6 Said conduct has adversely affected his personal health and well-being, which includes medical
7 expenses and that may include medical expenses that are anticipated into the future. Plaintiff's
8 damages are continuing, in an amount not yet determined, but in excess of the jurisdictional
9 minimum of this Court.

10 40. As a direct, foreseeable and proximate result of the Defendants' discriminatory
11 conduct, individually and collectively, Plaintiff suffered and continues to suffer losses in earnings
12 and other employment benefits all to his damage in an amount in excess of the minimum
13 jurisdictional limits of this Court, the precise amount of which will be proven at trial.

14 41. As a further legal result of the above-described conduct of Defendants, and each of
15 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
16 proof. Plaintiff is entitled to an award of attorneys' fees and costs under *Government Code*
17 § 12965(b).

18 SECOND CAUSE OF ACTION

19 **Harassment Based on Age in Violation of *Government Code* § 12940(j)(1)**

20 **(Against Defendants City, ESFD, Donovan and DOES 50-100)**

21 42. Plaintiff repeats and realleges each of the allegations set forth above.

22 43. *Government Code* § 12940(j)(1) prohibits an employer and that employer's
23 supervisors from harassing an employee because of his age.

24 44. At all times material herein, Donovan was a supervisor and agent in the employ of
25 City and ESFD, acting within the course and scope of said agency and supervisory authority.

26 45. At all times material herein, Battalion Chiefs Lee and Siefke were supervisors as
27 defined by *Government Code* § 12926(t) and agents in the employ of City and ESFD, acting
28 within the course and scope of such agency and supervisory authority.

1 46. City and ESFD, through its supervisors, Donovan, Lee and Siefke harassed

2 Plaintiff by:

3 a. Making unwarranted criticism of Plaintiff's performance in the presence of
4 Plaintiff's colleagues and subordinates;

5 b. Ordering Plaintiff to do certain tasks and then countermanding those orders
6 after Plaintiff had begun or even completed those tasks;

7 c. Directing Plaintiff's subordinates to take certain actions at the scenes of
8 emergencies which were improper and had the effect of placing those persons in jeopardy;

9 d. Assigning Plaintiff tasks in such a fashion as to not give Plaintiff sufficient
10 time to complete those tasks; and

11 e. Taking those actions to which reference is made in ¶¶ 22 through 30, above.

12 47. The conduct ascribed to Donovan, Lee and Siefke herein was pervasive and was
13 motivated by Plaintiff's age.

14 48. Donovan's, Lee's and Siefke's conduct, as described herein, was so severe as to,
15 and did, create an environment so hostile as to adversely affect the terms and conditions of the
16 employment of any reasonable person and did adversely affect the terms and conditions of
17 Plaintiff's employment ultimately causing him to seek medical care from licensed practitioners.

18 49. The conduct of Donovan, Lee and Siefke as described herein violated *Government*
19 *Code* § 12940(j)(1), because it was motivated by Plaintiff's age and a desire to force Plaintiff to
20 leave the employ of City and ESFD because of his age.

21 50. As a direct, foreseeable and proximate result of Defendants' conduct, individually
22 and collectively, Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety,
23 mental anguish and emotional distress and related physical maladies. Said conduct has adversely
24 affected his personal health and well-being, which includes medical expenses and may include
25 medical expenses that are anticipated into the future. Plaintiff's damages are continuing in an
26 amount not yet determined, but in excess of the jurisdictional minimum of this Court.

27 51. As a direct, foreseeable and proximate result of the Defendants' conduct,
28 individually and collectively, Plaintiff suffered and continues to suffer losses in earnings and other

1 employment benefits all to his damage in an amount in excess of the minimum jurisdictional limits
2 of this Court, the precise amount of which will be proven at trial.

3 52. At all times mentioned herein, Donovan was aware of the importance to Plaintiff of
4 being promoted to Battalion Chief, the importance of that promotion to Plaintiff's career with
5 ESFD and the prestige of that position in the firefighting community and that depriving Plaintiff
6 of that promotion would be damaging to Plaintiff's career. Donovan further was aware that
7 denying Plaintiff promotion to Battalion Chief and harassing Plaintiff, as alleged herein, would
8 cause Plaintiff extreme emotional and physical distress and irreparable harm to Plaintiff's
9 reputation in the fire-fighting community. As such, Donovan's conduct was malicious as that term
10 is defined in *Civil Code* § 3294(c)(1) in that such conduct is despicable and Donovan intended to
11 cause injury to Plaintiff and Donovan acted with a willful and conscious disregard of Plaintiff's
12 rights. As such, Plaintiff is entitled to an award of punitive damages against Chief Donovan
13 pursuant to *Civil Code* § 3294(a).

14 53. Plaintiff is entitled to recover attorney fees pursuant *Government Code* § 12965(b).

15 **THIRD CAUSE OF ACTION**

16 **Retaliation for Complaining About Age Discrimination and Harassment**

17 **in Violation of *Government Code* § 12940(h)**

18 **(Against Defendants City, ESFD and DOES 50-100)**

19 54. Plaintiff repeats and realleges each of the allegations set forth above.

20 55. *Government Code* § 12940(h) makes it unlawful for an employer to retaliate against
21 and employee for complaining about age discrimination if the employee reasonably and in good
22 faith believes that he has experienced said age discrimination.

23 56. When Plaintiff complained about age discrimination as alleged herein, Plaintiff
24 reasonably and in good faith believed that he had been the victim of age discrimination.

25 57. Defendants retaliated against Plaintiff for said complaints by refusing to promote
26 Plaintiff into vacant Battalion Chief positions, refusing to extend the Battalion Chief promotion
27 list, purposely and undeservedly giving Plaintiff unwarranted criticism on his annual performance
28 appraisal and harassing Plaintiff, as alleged herein.

1 58. As a direct, foreseeable and proximate result of Defendants' retaliatory conduct,
2 individually and collectively, Plaintiff suffered and continues to suffer humiliation,
3 embarrassment, anxiety, mental anguish and emotional distress. Said conduct has adversely
4 affected his personal health and well-being, which may include medical expenses that are
5 anticipated into the future. Plaintiff's damages are continuing and in an amount not yet
6 determined, but in excess of the jurisdictional minimum of this Court.

7 59. As a direct, foreseeable and proximate result of the Defendants' retaliatory conduct,
8 individually and collectively, Plaintiff suffered and continues to suffer losses in earnings and other
9 employment benefits all to his damage in an amount in excess of the minimum jurisdictional limits
10 of this Court, the precise amount of which will be proven at trial.

11 **FOURTH CAUSE OF ACTION**

12 **Retaliation in Violation of Labor Code § 1102.5**

13 **(Against Defendants City, ESFD Chief Donovan in his representative and individual**
14 **capacities, and DOES 1-100)**

15 60. Plaintiff repeats and realleges each of the allegations set forth above.

16 61. Plaintiff has exhausted City's internal administrative remedy in regard to this
17 Fourth Cause of Action.

18 62. On or about November 17, 2020, pursuant to *Government Code* §§ 910 *et seq.*,
19 Plaintiff presented a Government Tort Claim to the City of El Segundo in full and timely
20 compliance with the California Tort Claim Act for his claims requiring presentation. Plaintiff's
21 Government Tort Claim was rejected.

22 63. At all times herein mentioned, *Labor Code* § 1102.5 was in full force and effect
23 and was binding upon Defendants, and each of them.

24 64. *Labor Code* § 1102.5 prohibits an employer and any person acting on behalf of that
25 employer from retaliating against an employee for reporting to his employer what he reasonably
26 believes is a violation of law.

27 65. At all times mentioned herein, Plaintiff was an employee of City and Chief
28 Donovan was acting on behalf of City.

1 66. In complaining about misuse of Consent Decree funds, age discrimination and
2 harassment, and Siefke and Lee being given the answers to the Battalion Chief examination, as
3 alleged herein, Plaintiff reasonably and in good faith believed that he was disclosing violations of
4 the consent decree and federal and California law.

5 67. City and Donovan retaliated against Plaintiff for making those complaints by
6 refusing to promote Plaintiff into vacant Battalion Chief positions, refusing to extend the Battalion
7 Chief promotion list, purposely and undeservedly giving Plaintiff unwarranted criticism on his
8 annual performance appraisal and harassing Plaintiff, as alleged herein.

9 68. As a direct, foreseeable and proximate result of Defendants' retaliatory conduct,
10 individually and collectively, Plaintiff suffered and continues to suffer humiliation,
11 embarrassment, anxiety, mental anguish and emotional distress. Said conduct has adversely
12 affected his personal health and well-being, which may include medical expenses that are
13 anticipated into the future. Plaintiff's damages are continuing and in an amount not yet
14 determined, but in excess of the jurisdictional minimum of this Court. Plaintiff is entitled to
15 recover said damages under *Labor Code* § 1105.

16 69. As a direct, foreseeable and proximate result of the Defendants' retaliatory conduct,
17 individually and collectively, Plaintiff suffered and continues to suffer losses in earnings and other
18 employment benefits all to his damage in an amount in excess of the minimum jurisdictional limits
19 of this Court, the precise amount of which will be proven at trial. Plaintiff is entitled to recover
20 said damages under *Labor Code* § 1105.

21 70. Plaintiff is entitled to an award of a penalty of \$10,000 in his favor and against City
22 and ESFD, pursuant to *Labor Code* § 1102.5(f).

23 71. At all times mentioned herein, Donovan was aware of the importance to Plaintiff
24 of being promoted to Battalion Chief, the importance of that promotion to Plaintiff's career with
25 ESFD and the prestige of that position in the firefighting community and that depriving Plaintiff
26 of that promotion would be damaging to Plaintiff's career. Donovan further was aware that
27 denying Plaintiff promotion to Battalion Chief and harassing Plaintiff, as alleged herein, would
28 cause Plaintiff extreme emotional and physical distress and irreparable harm to Plaintiff's

1 reputation in the fire-fighting community. As such, Donovan's conduct was malicious as that term
2 is defined in *Civil Code* § 3294(c)(1) in that such conduct is despicable and Donovan intended to
3 cause injury to Plaintiff and Donovan acted with a willful and conscious disregard of Plaintiff's
4 rights. As such, Plaintiff is entitled to an award of punitive damages against Chief Donovan
5 pursuant to *Civil Code* § 3294(a).

6 72. As a further legal result of the above-described conduct of Defendants, and each of
7 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
8 proof. Plaintiff is entitled to an award of attorneys' fees and costs under *Code of Civil Procedure*
9 § 1021.5.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff requests entry of judgment in his favor and against Defendants
12 City of El Segundo, ESFD and Donovan in his individual and official capacities, and DOES 1 –
13 100 in their individual and official capacities, inclusive, as follows:

- 14 A. For compensatory damages, in an amount to be proven at trial;
- 15 B. For medical expenses and loss of earnings, in an amount to be proven at trial;
- 16 C. For consequential damages, in an amount to be proven at trial;
- 17 D. For punitive damages against the individual defendants, including Donovan, in an
18 amount to be proven at trial;
- 19 E. For prejudgment interest;
- 20 F. For reasonable costs of the suit and attorneys' fees pursuant to statute; and
- 21 G. For such further and other relief as the Court may deem just, proper, and appropriate.

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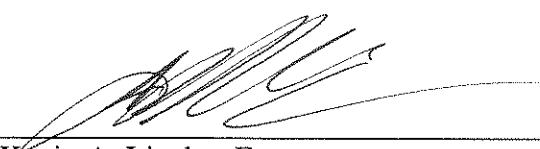
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DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all causes of action and claims alleged herein.

DATED: March 18, 2021

RESPECTFULLY SUBMITTED,
LIPELES LAW GROUP, APC

By: 

Kevin A. Lipeles, Esq.
Thomas H. Schelly, Esq.
Julian B. Bellenghi, Esq.
Attorneys for Plaintiff,
SCOTT MARTINEZ