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Attorneys for Plaintiff TIFFANY DREYER
on behalf of herself and Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

TIFFANY DREYER, as an individual and
on behalf of Aggrieved Employees,

Plaintiff,

vs.

AUTOMATION ANYWHERE, INC., a
California Corporation; AUTOMATION
ANYWHERE, INC., DOING BUSINESS
AS AUTOMATION ANYWHERE
PARENT, INC., a Delaware Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 20CV372730

**COMPLAINT FOR DAMAGES AND
PENALTIES:**

- 1. California Equal Pay Act Violations
(Labor Code § 1197.5)**
- 2. Retaliation for Reporting Unlawful
Activity (Labor Code § 1102.5)**
- 3. Violation of Labor Code § 98.6**
- 4. Wrongful Discharge in Violation of
Public Policy (*Tameny* Claim)**
- 5. Private Attorneys General Act of
2004 (Labor Code §§ 2698, *et seq.*)**
- 6. Unfair Competition Law (Business &
Professions Code §§ 17200, *et seq.*)**

REQUEST FOR JURY TRIAL

1 Plaintiff TIFFANY DREYER (hereinafter referred to as “Plaintiff”) hereby files this Complaint
2 against Defendants AUTOMATION ANYWHERE, INC., a California Corporation; AUTOMATION
3 ANYWHERE, INC., DOING BUSINESS AS AUTOMATION ANYWHERE PARENT, INC., a
4 Delaware Corporation; and DOES 1 to 100, inclusive, (hereinafter collectively referred to as
5 “Defendants” or “the Company”). On information and belief, Plaintiff alleges the following:

6 **JURISDICTION AND VENUE**

7 1. The Santa Clara County Superior Court has jurisdiction in this matter due to alleged
8 violations of the California Labor Code and common law.

9 2. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that
10 Plaintiff is informed and believes that Defendants conduct business in Santa Clara County, which is also
11 where the substantive wrongs against Plaintiff and other Aggrieved Employees took place.

12 3. Plaintiff has sought permission pursuant to Labor Code sections 2698, *et seq.*, to pursue
13 the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of
14 herself and other Aggrieved Employees. Plaintiff defines “Aggrieved Employees” as follows:

15 All Defendants’ California-based, female employees who, at any
16 time one-year prior to August 19, 2020 to the date this Complaint is
17 filed, worked for Defendants.

18 Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice via online submission to
19 the Labor and Workforce Development Agency (“LWDA”) on August 19, 2020. In this written notice,
20 Plaintiff provided facts and legal bases for her claims within the notice to the LWDA on all violations
21 asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00
22 filing fee. The notice was also sent via certified mail to Defendants on the same day it was uploaded to
23 the LWDA. Plaintiff is informed and believes that, to date, the LWDA has not provided any response to
24 Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that she has exhausted
25 all administrative remedies pursuant to the Private Attorneys General Act (“PAGA”) and may bring this
26 action on behalf of herself and all other Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
27 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

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PARTIES

4. Plaintiff is over the age of eighteen (18) and is a resident and domiciliary of the State of California.

5. Plaintiff is informed and believes, and thereon alleges, that AUTOMATION ANYWHERE, INC., a California Corporation, is now and/or at all times mentioned in this Complaint was the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

6. Plaintiff is informed and believes, and thereon alleges, that AUTOMATION ANYWHERE, INC., DOING BUSINESS AS AUTOMATION ANYWHERE PARENT, INC., a Delaware Corporation, is now and/or at all times mentioned in this Complaint was the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

7. Plaintiff is further informed and believes, and thereon alleges, that Defendants are a Silicon Valley based company whose products combine traditional Robotic Process Automation (“RPA”) with cognitive elements such as natural language processing and reading unstructured data. Although Defendants market themselves as a start-up company, Defendants have been in existence, under the name AUTOMATION ANYWHERE, INC., since 2010. As of 2018, Defendants customers included Google, LinkedIn, and GM.

8. DOES 1 through 100 are affiliates, subsidiaries, parent corporations, integrated enterprises, joint employers, joint ventures, and related entities and the alter egos of AUTOMATION ANYWHERE, INC., and AUTOMATION ANYWHERE, INC., DOING BUSINESS AS AUTOMATION ANYWHERE PARENT, INC., corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. Defendants are jointly and severally liable to Plaintiff.

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9. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint, were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

11. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided, or abetted the acts and omissions alleged in this Complaint.

GENERAL ALLEGATIONS

12. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 11 as though fully set forth herein.

13. In this Complaint, Plaintiff and Aggrieved Employees allege that Defendants, acting through their agents and employees, engaged in a pattern and practice of discriminating against Plaintiff and Aggrieved Employees by systematically paying them less wages and bonuses than male employees and disparately targeting them for layoffs and hostile, demeaning treatment.

14. Specifically, Plaintiff and Aggrieved Employees allege male employees in Director positions are regularly paid upwards of \$200,000.00 per year as a starting wage, whereas Defendants pay similarly situated women in this position (including Plaintiff), a wage of, at least, ten (10) to fifteen (15) thousand dollars per year less. A similar wage disparity between male and female employees is true for Managers, Senior Managers, and Vice Presidents, particularly in the Marketing Department(s).

15. Plaintiff and Aggrieved Employees are aware of, at least, one instance where a female Director made, and is making, a significantly lower wage than a male employee with less experience, in a lower ranked position as Senior Manager.

16. In addition to the wage disparity that exists between male and female employees, there are also significantly fewer women than men working at the Company. For instance, Plaintiff and Aggrieved Employees estimate that the workforce at the Company is approximately seventy (70) percent male. This disparity is even more pronounced in the Executive and Vice President positions,

1 where females occupy less than five (5) percent of the positions. Additionally, since the April and June
2 2020 layoffs targeted many higher-level female employees, this gender disparity has only become more
3 pronounced over the last year.

4 17. Defendants' workplace culture is also toxic and demeaning towards women. Women are
5 looked at as assistants, not leaders. Women are told to "stay in your lane" and "know your place."
6 Women are frequently cut off and ignored in meetings, and if they do speak up, they are considered
7 "bitchy and emotional." Women are often excluded from projects and men are given credit for tasks
8 they did not complete. Women are scrutinized for taking vacation while men are left alone. Despite
9 meeting the objective standards set out in Objective and Key Results, women are given poor
10 performance ratings and pushed out of the company.

11 18. In fact, in the summer 2020, Defendants held a roundtable discussion for female
12 professionals. In this roundtable forum, one of the top executives at the Company suggested – behind a
13 veil of concern over the work/life balance for working women with children in the Covid-19 era – that
14 women may want to consider the option of reducing their hours and taking a pay reduction. This
15 "suggestion" was not put forth to male employees.

16 19. Due to concerns over disparate treatment and hostility in the workplace over the last six
17 (6) plus months, Plaintiff and Aggrieved Employees, filed ethics complaints and reports with the
18 Company. These reports/complaints included concerns about wage disparity and a disparity in treatment
19 between male and female employees. Specifically, Plaintiff and Aggrieved Employees reported: (1)
20 they were unjustly receiving negative performance ratings in early 2020; (2) they did not receive earned
21 bonus payments; (3) they were having their job duties removed from them in favor of male counterparts;
22 (4) they were being ignored and sabotaged in their efforts to complete their job duties; and (5) the
23 regularly did not receive credit for work performed and, in some cases, the credit was directly mis-
24 attributed to their male co-workers.

25 20. Unfortunately for Plaintiff and Aggrieved Employees, their efforts to bring the
26 Company's attention to this disparity and toxic culture were ignored. Even worse, in some cases,
27 including Plaintiff's, such reports were followed by Defendants' notice of termination, either in the first
28 layoff in April 2020, or the following layoff in June 2020.

1 21. Plaintiff started working for Defendants on June 26, 2019, with the title of “Creative
2 Director.” Plaintiff was initially paid an annual salary of \$185,000, which was increased to \$191,000 in
3 or around November 2019, after she received a stellar performance review from her, then, female
4 supervisor. Plaintiff’s job duties included building and managing an in-house creative content team
5 consisting of graphic design, motion graphics, and video production work in addition to art direction of
6 global support agencies. In March 2020, Defendants demoted Plaintiff and stripped her of her
7 management responsibilities, even though she had demonstrated she was capable of, and excelling at,
8 performing her job duties.

9 22. Not long after Plaintiff started working for Defendants, Defendants brought in a new
10 Chief Marketing Officer (CMO) Riadh Dridi. Within a few months at his new post, Dridi launched a
11 restructuring campaign at the Company, which included Company layoffs and power shifting. Although
12 Defendants claimed that these layoffs and restructuring were due to Covid-19, the Company
13 reorganization was an excuse to push out senior and mid-level female employees, including Plaintiff,
14 and replace them with men.

15 23. As part of these initial layoffs, Defendants laid off Plaintiff’s former supervisor Annalisa
16 Camarillo, as well as Vice Presidents, Kristen Diamond, and Kristy Junio.

17 24. Defendants then brought in a man to replace Plaintiff. Initially, Defendants led Plaintiff
18 to believe that they were bringing in a new Vice President to replace Ms. Camarillo and that he would
19 help Plaintiff in building up her content/creative team. Instead, Dridi hired one of his former Ring
20 Central colleagues, Michael Baumert, and put him in an almost identical position to Plaintiff, with the
21 title “Director of Creative Services.” Apart from some additional experience in the technical industry,
22 Mr. Baumert held the equivalent experience and education as Plaintiff. Despite being in an equivalent
23 position to Mr. Baumert, Plaintiff is informed and believes that Defendants paid Mr. Baumert a higher
24 wage per year than Plaintiff.

25 25. Shortly after Mr. Baumert’s arrival, Defendants demoted Plaintiff by stripping her of all
26 management responsibilities for her creative team, which consisted of six (6) employees and one (1)
27 contractor. Due to Plaintiff’s concerns over these developments, and the appearance of gender and wage
28 discrimination in the workplace, Plaintiff initially reported her concerns to the Senior Vice President of

Human Resources, Tom Brown, via email in both February and early March 2020, when it first started to become evident what was happening. Plaintiff also met with Mr. Brown in person on March 2, 2020. At the meeting, Plaintiff reiterated her concerns over the toxic and biased workplace culture, as well as her concern over being discriminated against. Plaintiff also directly expressed her fear that speaking out would result in some sort of retaliation. In this conversation, Mr. Brown did express concern over what Plaintiff was going through but could not entirely allay Plaintiff's concerns over potential retaliation. Mr. Brown further informed Plaintiff that this was not the first time he had received complaints of this nature about upper management at the Company.

26. In March and April 2020, the situation at work only continued to deteriorate. For instance, in late March 2020, management at the Company gave an explicit directive to Plaintiff's former team members and the executive staff that they should only be reporting to, and working directly with, Mr. Baumert. In other words, by the end of March 2020, there was no doubt that Mr. Baumert had entirely taken over Plaintiff's position at the Company.

27. In response to this continued devolution in Plaintiff's position, Plaintiff sent another email to Mr. Brown in or around April 2, 2020. In this email, Plaintiff expressed her frustration over the fact that nothing was being done to correct the disparate and unfair treatment she and others in the Company had reported. She also directly expressed her fear of retaliation and termination. These reports, however, continued to "fall on deaf ears", as Plaintiff explicitly stated they would.

28. Worse, in June 2020, Plaintiff was notified by Defendants that she was being laid-off. And, the man that Dridi handpicked to "work with" Plaintiff to help build her team ended up entirely eliminating Plaintiff's position and, ultimately, replacing her.

CAUSES OF ACTION

FIRST CAUSE OF ACTION **VIOLATION OF CALIFORNIA'S EQUAL PAY ACT** **(As Against all Defendants)**

29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully set forth herein.

30. Labor Code section 1197.5, states that, "[a]n employer shall not pay any of its employees at wage rates less than the rates paid to employees of the opposite sex for substantially similar work,

1 when viewed as a composite of skill, effort, and responsibility, and performed under similar working
2 conditions...”

3 31. Labor Code section 1197.5, subdivision (c) further states that, “[a]ny employer who
4 violates [this section] is liable to the employee affected in the amount of the wages, and interest thereon,
5 of which the employee is deprived by reason of the violation, and an additional equal amount as
6 liquidated damages.”

7 32. Here, Plaintiff was systematically paid lower wages than male employees with similar
8 skill, education, and experience for substantially similar work under similar working conditions.

9 33. Plaintiff, therefore, suffered damages proximately caused by Defendants, and each of
10 their agent’s acts as stated in the section below entitled “DAMAGES,” which is incorporated here to the
11 extent pertinent as if set forth here in full.

12 **SECOND CAUSE OF ACTION**
13 **RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**
14 **(As Against All Defendants)**

15 34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully
16 set forth herein.

17 35. California Labor Code section 1102.5(a) states that an employer may not, “make, adopt,
18 or enforce any rule, regulation, or policy preventing an employee from disclosing information to a . . .
19 person with authority over the employee, or to another employee who has authority to investigate,
20 discover, or correct the violation or noncompliance, . . . if the employee has reasonable cause to believe
21 that the information discloses a violation of state or federal statute, or a violation of or noncompliance
22 with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part
23 of the employee’s job duties.”

24 36. An employer also may not, “retaliate against an employee for disclosing information, or
25 because the employer believes that the employee disclosed or may disclose information, to a
26 government or law enforcement agency, to a person with authority over the employee or another
27 employee who has the authority to investigate, discover, or correct the violation or noncompliance, . . . if
28 the employee has reasonable cause to believe that the information discloses a violation of state or federal
statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of

whether disclosing the information is part of the employee's job duties." Cal. Labor Code § 1102.5(b).

37. Lastly, an employer may, "not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation." Cal. Labor Code § 1102.5(c).

38. Plaintiff had a reasonable, good faith belief that Defendants' practice treating her male colleague, Michael Baumert, more favorably than her was against the law and reported this to Defendants. Specifically, in February and March of 2020, Plaintiff reported to Human Resources that her male colleague was taking over her job duties even though he had the same job classification and experience. A few months later, Defendants terminated Plaintiff.

39. Defendants' aforesaid acts of retaliating against and terminating Plaintiff for reporting unlawful activity were malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As such, punitive damages are warranted against Defendants to punish them and make an example of their actions.

40. Plaintiff suffered damages proximately caused by these Defendants' wrongful acts as stated in the section below entitled "DAMAGES" which is incorporated here to the extent pertinent as if set forth in full.

THIRD CAUSE OF ACTION
VIOLATION OF LABOR CODE § 98.6
(As Against All Defendants)

41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully set forth herein.

42. A person "shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim . . . under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner . . . or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her." See Labor Code § 98.6. As described above, Defendants violated Labor

1 Code section 1102.5, by terminating Plaintiff's employment after she reported to Defendants that they
2 were treating her male colleague, Michael Baumert, more favorably than her in violation of the law.

3 43. Defendants' aforesaid acts of retaliating against and terminating Plaintiff for reporting
4 unlawful activity were malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights.
5 As such, punitive damages are warranted against Defendants to punish them and make an example of
6 their actions.

7 44. Plaintiff suffered damages proximately caused by these Defendants' wrongful acts as
8 stated in the section below entitled "DAMAGES" which is incorporated here to the extent pertinent as if
9 set forth in full.

10 **FOURTH CAUSE OF ACTION**
WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY
11 **(As Against All Defendants)**

12 45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully
13 set forth herein.

14 46. An employer's violation of a statute on a particular subject is a violation of public policy.
15 *See, e.g., Jie v. Liang Tai Knitwear Co.*, 89 Cal.App.4th 654, 660-61 (2001). Thus, a violation of the
16 California Labor Code is a violation of public policy.

17 47. The California Constitution and the California Supreme Court have further declared that
18 it is the public policy of the State of California that workplaces should be free from discrimination based
19 on sex, even if not specifically tethered to a statutory violation. *See Rojo v. Kliger*, 52 Cal.3d 65, 89-91
20 (1990) (citing *Foley v. Interactive Data Corp.* (1988) 47 Cal.3d 654 (1988)) ("The public policy against
21 sex discrimination and sexual harassment in employment, moreover, is plainly one that 'inures to the
22 benefit of the public at large rather than to a particular employer or employee'"); *see also* Cal. Const.
23 art. I, § 8 ("A person may not be disqualified from entering or pursuing a business, profession, vocation,
24 or employment because of sex, race, creed, color, or national or ethnic origin").

25 48. Here, Defendants discharged Plaintiff in violation of public policy, as found in California
26 Labor Code section 1102.5, protecting employees from retaliation, as well as the general public policy
27 of the State of California to keep workplaces free from discrimination based on sex/gender.

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49. In this case, Plaintiff is specifically alleging that Defendants retaliated and discriminated against her by terminating her employment after she reported a reasonable suspicion of gender/sex discrimination and then replaced her with a comparable male employee.

50. Defendants' decision to wrongfully discharge Plaintiff was malicious, oppressive, despicable, and in conscious disregard of Plaintiff's rights. As such, punitive damages are warranted against Defendants to punish them and make an example of their actions.

51. Plaintiff suffered damages proximately caused by Defendants' wrongful acts as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As Against all Defendants)

52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully set forth herein.

53. Plaintiff has alleged to the LWDA that Defendants have violated the following provision(s) of the Labor Code in their dealing with Plaintiff and Aggrieved Employees:

- Violation of Labor Code section 1197.5 (Violation of the California Fair Pay Act);
- Violation of Labor Code section 1102.5 (Retaliation for Reporting a Reasonable Suspicion of Unlawful Activity); and
- Violation of Labor Code § 98.6 (Discharge, Discrimination, or Retaliation).

54. Plaintiff has received authorization, based on the LWDA's failure to send notice of its intent to pursue Plaintiff's claims, to act on behalf of the Labor Commissioner to assess civil penalties against Defendants.

55. Plaintiff seeks default civil penalties against Defendants pursuant to Labor Code section 2699(f)(2) to the extent there is no enumerated penalty provision for the specific section cited above.

56. Plaintiff seeks these penalties on behalf of herself and Aggrieved Employees from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

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SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(As Against All Defendants.)

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully set forth herein.

58. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code §§ 17200, *et seq.*

59. As alleged above, Plaintiff was denied equal wages in violation of California Labor Code and was, thereafter, terminated after reporting her concerns to Defendants in violation of the Labor Code. Plaintiff was, therefore, unlawfully denied wages owed to her under the Labor Code.

60. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200, *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal.4th 163, 173-78 (2000).

61. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code § 17203), Plaintiff is entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 1197.5 and 1102.5, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. Plaintiff requests a jury trial;
2. As to the First Cause of Action (Cal. Labor Code § 1197.5):
 - a. For wages that Plaintiff was deprived of due to Equal Pay Act violations and any interest thereon, according to proof;
 - b. For liquidated damages in an equal amount, according to proof;
 - c. For reasonable attorney’s fees and costs pursuant to Labor Code section 1197.5 (h);

- 1 3. As to the Second and Third Causes of Action (Cal. Labor Code §§ 98.6, 1102.5):
- 2 a. For compensatory damages, including lost wages, earnings, retirement benefits,
- 3 and other employee benefits, and all other sums of money, together with interest
- 4 on these amounts;
- 5 b. For a money judgment for mental pain and anguish and emotional
- 6 Distress, according to proof;
- 7 c. Penalties in the amount of \$10,000.00 pursuant to Labor Code
- 8 sections 1102.5(f) and 98.6 (b)(3);
- 9 d. For an award of punitive damages, according to proof;
- 10 e. For reasonable attorney's fees according to Labor Code section 1102.5 (j);
- 11 4. As to the Fourth Cause of Action (Wrongful Termination in Violation of Public Policy):
- 12 a. For compensatory damages, including lost wages, earnings, retirement benefits
- 13 and other employee benefits, and all other sums of money, together with interest
- 14 on these amounts, according to proof;
- 15 b. For a money judgment for mental pain and anguish and emotional distress,
- 16 according to proof;
- 17 c. For an award of punitive damages, according to proof;
- 18 5. As to the Fifth Cause of Action: (Cal. Labor Code § 2698, *et seq.*, (PAGA)):
- 19 a. Penalties as enumerated by statute;
- 20 b. Default penalties according to the following schedule: for any initial violation,
- 21 one hundred dollars (\$100.00) for each Aggrieved Employee per pay period; for
- 22 any subsequent violation, two hundred dollars (\$200.00) for each Aggrieved
- 23 Employee per pay period;
- 24 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699(g)(1).
- 25 6. For such other and further relief as this Court may deem just and proper, including, but
- 26 not limited to:
- 27 a. Special and general damages;
- 28 b. Injunctive and declaratory relief;

- 1 c. Attorney's fees and costs; and
2 d. Pre and Post Judgment Interest.
3

4 Dated: October 26, 2020

Shimoda Law Corp.

5
6 By: _____



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Attorneys for Plaintiff