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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

CATHERINE I. OPARA, as a representative on
behalf of the State of California and other
aggrieved employees,

Plaintiff,

v.

QVC, INC. and DOES 1 through 50, inclusive,

Defendant.

Case No. **CIV SB 2109353**

**PRIVATE ATTORNEYS GENERAL
ACT COMPLAINT**

1. Violation of PAGA for Failure to Pay All Wages Including Minimum, Regular, and Overtime Wages (Lab. Code, §§ 204, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198);
2. Violation of PAGA for Failure to Provide Meal Periods (Lab. Code, §§ 226.7, 512);
3. Violation of PAGA for Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code, §§ 201-203); and
4. Violation of PAGA for Failure to Maintain Accurate Payroll Records (Lab. Code, §§ 226, subd. (A), (E), 226.3, 1174, 1174.5)

FILED

1 Plaintiff CATHERINE I. OPARA ("Plaintiff"), individually and on behalf of other
2 aggrieved employees, hereby complains and alleges as follows:

3 **PRELIMINARY STATEMENT**

4 1. Plaintiff brings this representative action pursuant to the Private Attorneys General
5 Act of 2004 ("PAGA") against Defendant QVC, INC; and DOES 1 through 50 (collectively
6 "Defendant"), on behalf of himself individually and all other current and former non-exempt
7 aggrieved employees employed by Defendant throughout California during the PAGA period.
8 The PAGA period is defined as one year and sixty-five days prior to Plaintiff's prior to the filing
9 of this complaint.

10 2. Defendant QVC, INC. is an online shopping platform. provides and sells to
11 consumers in the state of California. Defendant employed and/or continue to employ Plaintiff and
12 other aggrieved employees throughout California.

13 3. Defendant has engaged in a systematic pattern of wage and hour violations under
14 the Labor Code, including, but not limited to, failure to pay all wages (including minimum,
15 regular, and overtime compensation); failure to provide meal periods or compensation in lieu
16 thereof; failure to provide accurate itemized wage statements; failure to pay all wages due upon
17 separation of employment; and failure to reimburse business expenses. These violations concern
18 current and past non-exempt employees of Defendant.

19 4. At all relevant times herein, Defendants have consistently maintained and enforced
20 against Plaintiff and aggrieved employees the unlawful practices and policies set forth herein.

21 **JURISDICTION AND VENUE**

22 5. Venue is proper in San Bernardino County, because Defendants maintain its
23 locations and transacts business in this county, the obligations and liability primarily arise in this
24 county, and work was primarily performed by Plaintiff and other aggrieved employees in this
25 county.

26 6. The California Superior Court has jurisdiction over this matter. The individual
27 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for federal
28 court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount

1 required for diversity removal. Further, there is no federal question at issue as the issues herein
2 are based solely on California statutes and law, including, but not limited to, the California Labor
3 Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and
4 California Rules of Court.

5 THE PARTIES

6 **Plaintiff**

7 7. Plaintiff is, and at all times herein mentioned was, a resident of the County of San
8 Bernardino. In or around May 2004, Defendants hired Plaintiff as a non-exempt employee
9 and terminated him on or about September 6, 2019. Throughout the PAGA period, Plaintiff's
10 duties included, *inter alia*, laminating, polishing, and creating holes in glass.

11 **Defendant**

12 8. Plaintiff is informed and believes, and based thereon alleges that,
13 QVC, INC. is a Delaware Corporation, and is and/or was the employer of the Plaintiff and
14 Plaintiff Class during the PAGA Period. During the liability period, Defendant employed Plaintiff
15 and similarly situated persons, and failed to pay Plaintiff and Plaintiff Class for all hours worked
16 as a result of working off the clock, overtime premium for overtime hours worked, and failed to
17 pay due and owing wages upon ending of employment for employees within California. On
18 information and belief, and based thereon alleges that Defendant is conducting business in good
19 standing in California.

20 9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
21 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
22 inclusive, but on information and belief allege that said Defendants are legally responsible for the
23 occurrences alleged herein, and that the damages of Plaintiff and the aggrieved employees were
24 proximately caused by such Defendants. Plaintiff will amend this complaint to allege the true
25 names and capacities of the DOE Defendants when ascertained.

26 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 herein was, at all times relevant to this action, the agent, employee, representing partner, and/or
28 joint venture of the remaining Defendants and was acting within the course and scope of the

1 relationship. Plaintiff is further informed and believes, based thereon alleges, that each of the
2 Defendants herein gave consent to, ratified and authorized the acts alleged herein to the remaining
3 Defendants.

4 11. Plaintiff is further informed and believes, and based thereon alleges, that
5 Defendants herein acted as a joint employer at all relevant times. Defendants acted in all respects
6 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
7 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
8 attributable to the other Defendants.

9 ADMINISTRATIVE PREREQUISITES

10 12. By this complaint, Plaintiff brings this case as a representative action seeking
11 penalties for himself, the aggrieved employees, and the State of California in a representative
12 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved
13 employee who was employed by Defendant and subject to at least one of the Labor Code
14 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
15 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
16 226, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, and 1198.

17 13. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
18 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
19 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
20 not to investigate, or after sixty (65) days have passed without notice from the LWDA.

21 14. Prior to filing this complaint, on January 4, 2021, Plaintiff gave written notice of
22 the specific provisions alleged to have been violated, including the facts and theories to support
23 the alleged violations, as required by Labor Code section 2699.3. The written notice was given
24 via certified mail to Defendants, and the LWDA by electronically filing the notice via the
25 Department of Industrial Relations website. Plaintiff was given an LWDA case number of
26 LWDA-CM-817628-21. A true and correct copy of Plaintiff's notice to the LWDA and
27 Defendant(s), dated January 4, 2021, is attached hereto as Exhibit A.

28 15. The LWDA has not provided Plaintiff with any notice that it intends to investigate

1 the violations as alleged in Plaintiff's January 4, 2021 notice, and more than sixty-five (65)
2 calendar days have elapsed since the postmark date on the notice.

3 **GENERAL ALLEGATIONS**

4 16. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
5 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
6 departments, divisions, commissions, boards, agencies or employees for violation of the code
7 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
8 behalf of himself or herself and other current or former employees pursuant to the procedures
9 specified in Labor Code section 2699.3.

10 17. For all provisions of the Labor Code except those for which a civil penalty is
11 specifically provided, Labor Code section 2699, subdivision (f), imposes upon Defendant a
12 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
13 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
14 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

15 18. Defendant's conduct during the PAGA period with respect to Plaintiff and the
16 aggrieved employees violates numerous Labor Code sections as detailed herein.

17 19. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and
18 hour violations under the California Labor Code and IWC Wage Orders.

19 20. At all relevant times herein, Defendant employed Plaintiff and other aggrieved
20 employees as non-exempt employees.

21 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that Plaintiff and aggrieved employees were entitled to receive wages for
23 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
24 were not receiving all wages earned for work that was required to be performed. In violation of
25 the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and aggrieved
26 employees' at the proper rate for overtime hours worked, specifically by failing to include, hourly
27 earnings, piece rate earnings, non-discretionary bonus wages, shift differentials and commissions.
28 Furthermore, Defendant failed to pay overtime at the proper rate because, when an employee

1 earns two (2) or more hourly rates of pay and works overtime in the same workweek, the regular
2 rate is calculated using the weighted average of all rates of pay earned during the workweek.
3 Furthermore, Defendant failed to compensate Plaintiff and aggrieved employees for time spent
4 going through Defendant's security check lines. Accordingly, Defendant failed to pay Plaintiff
5 and aggrieved employees all earned minimum, regular, and/or overtime compensation.

6 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
7 or should have known that Plaintiff and aggrieved employees were entitled to receive all required
8 meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
9 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
10 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
11 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff
12 and aggrieved employees for late meal periods. As a result of Defendant's unlawful policy and
13 practice, Plaintiff and aggrieved employees did not receive all meal periods or payment of one
14 (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of pay when they
15 did not receive a timely, uninterrupted thirty (30) minute off-duty meal period.

16 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
17 or should have known that Plaintiff and certain aggrieved employees were entitled to timely
18 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
19 and certain aggrieved employees did not receive payment of all wages due, within permissible
20 time periods, upon separation of employment.

21 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that Plaintiff and aggrieved employees were entitled to receive itemized
23 wage statements that accurately showed their actual hours worked, total hours worked, number
24 of hours worked at each hourly rate, gross and net wages earned, in accordance with California
25 law. In violation of the Labor Code, Plaintiff and aggrieved employees were not provided with
26 accurate itemized wage statements that accurately reported their gross and net wages earned, total
27 hours worked, each applicable rate of pay in effect during the pay period with the corresponding
28 number of hours worked among other things.

25. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that Defendant was required to maintain accurate records of the hours worked by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendant failed to maintain accurate records of hours worked by Plaintiff and aggrieved employees due to its unfair rounding practices, among other things.

FIRST CAUSE OF ACTION

**VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO
PAY ALL WAGES INCLUDING MINIMUM, REGULAR, AND OVERTIME WAGES**

(Lab. Code, §§ 204, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198)

(Against all Defendants)

26. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 26.

27. Labor Code section 204 provides that all wages earned during employment are due and payable twice during each calendar month on dates designated in advance by the employer.

28. Labor Code 1182.12 provides the applicable minimum wage rate in California.

29. Labor Code section 510, subdivision (a), provides that any work in excess of eight (8) hours in any workday and any work in excess of forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee.

30. Labor Code sections 1194 and 1194.2 provide the remedies available for an action to recover minimum and overtime wages, 1197 mandates that payment of less than the applicable minimum wage is unlawful, and 1198 provides that an employer's failure to follow the standard conditions of labor fixed by the commissions is unlawful.

31. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any

1 initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid
2 employee for each pay period for which the employee is underpaid . . . (2) For each subsequent
3 violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid
4 employee for each pay period for which the employee is underpaid regardless of whether the
5 initial violation is intentionally committed.”

6 32. At all relevant times, Defendants were employers of Plaintiff and the aggrieved
7 employees, and subject to the Labor Code, IWC Wage Orders, and other applicable statutes, rules,
8 and regulations.

9 33. At all relevant times herein, Plaintiff and aggrieved employees were and are paid
10 as non-exempt employees.

11 34. At all relevant times, Plaintiff and the aggrieved employees worked in excess of
12 eight (8) hours per day and forty (40) hours per week.

13 35. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked,
14 including the applicable minimum, regular, and overtime compensation, and failed to record
15 actual hours worked by failing to compensate aggrieved employees who were required to go
16 through security check lines; however, Plaintiff and aggrieved employees were not compensated
17 for the time spent waiting in Employer’s security check line.

18 36. Plaintiff further alleges that Plaintiff and aggrieved employees were not paid all
19 overtime wages due by Defendant because Defendant failed to include in the Plaintiff and
20 aggrieved employees regular hourly rate shift differential payments for purposes of paying the
21 legally required overtime rate. Plaintiff and aggrieved employees received a shift differential
22 above and beyond their regular hourly rate of pay and Defendant was required to include the same
23 for purposes of paying overtime.

24 37. By virtue of Defendant’s unlawful actions, Plaintiff and the aggrieved employees
25 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
26 will be ascertained according to proof at trial.

27 38. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
28 employees and the State of California for violations of Labor Code sections 204, 510, 1194, 1197,

1 1198 and pursuant to Labor Code sections 558 and 1197.1 during the PAGA period, in a sum as
2 provided by the Labor Code and/or other statutes.

3 39. Plaintiff, individually and on behalf of the aggrieved employees and the State of
4 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
5 (g), and Code of Civil Procedure section 1021.5.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR**
8 **FAILURE TO PROVIDE MEAL PERIODS**

9 **(Lab. Code, §§ 226.7 and 512)**

10 **(Against all Defendants)**

11 40. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1
12 through 39.

13 41. Labor Code sections 226.7 and 512 provide that no employer shall employ any
14 person for a work period of more than five (5) hours without providing a meal period of not less
15 than thirty (30) minutes or employ any person for a work period of more than ten (10) hours
16 without a second meal period of not less than thirty (30) minutes.

17 42. Labor Code section 226.7 provides that if an employer fails to provide an
18 employee a meal period in accordance with this section, the employer shall pay the employee one
19 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
20 period is not provided in accordance with this section.

21 43. At all times relevant hereto, Plaintiff and aggrieved employees have regularly
22 worked shifts of more than five (5) hours in a workday. Defendant failed to provide legal
23 compliant meal periods to Plaintiff and aggrieved employees, by failing to provide meal periods
24 before the fifth (5th) hour of work due to its meal period scheduling policy and practice. Despite
25 failing to provide timely meal periods, Defendant failed to pay one additional hour of pay at
26 Plaintiff and aggrieved employees' regular rate of pay for each workday that a meal period
27 violation occurred.

28 44. By and through their actions, Defendant has intentionally and improperly denied

1 compliant meal periods or compensation in lieu thereof to Plaintiff and the aggrieved employees
2 in violation of Labor Code sections 226.7 and 512 and/or other statutes.

3 45. Defendant's Labor Code violations have caused Plaintiff and the aggrieved
4 employees to suffer, and continue to suffer, damages in amounts which are presently unknown,
5 but will be ascertained according to proof at trial.

6 46. Plaintiff, individually and on behalf of the aggrieved employees and the state of
7 California request recovery of civil penalties for violations of Labor Code sections 226.7 and 512
8 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

9 47. Plaintiff also seeks attorneys' fees and costs pursuant to Labor Code section 2699,
10 subdivision (g) and Code of Civil Procedure section 1021.5.

11 **THIRD CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
13 **TIMELY PAY WAGES DUE UPON SEPARATION OF EMPLOYMENT**

14 **(Lab. Code, §§ 201, 202, 203)**

15 **(Against all Defendants)**

16 48. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1
17 through 55.

18 49. Labor Code section 201 provides that an employer is required to pay an employee
19 whose employment is terminated by the employer all wages earned and unpaid immediately upon
20 termination.

21 50. Labor Code section 202 requires an employer pay to an employee who quits his or
22 her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

23 51. Labor Code section 203 provides that an employer who fails to pay all wages
24 earned and due an employee who is discharged or who quits within the timeframe set forth in
25 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at
26 the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer
27 owes the employee his or her daily rate of pay at their regular rate of pay for each day the full
28 amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

1 52. In violation of the Labor Code and IWC Wage Orders, Defendant failed to timely
2 pay all wages due to Plaintiff and the aggrieved employees upon separation of employment.
3 Specifically, Defendant failed to pay Plaintiff and the aggrieved employees all minimum, regular,
4 and overtime wages owed immediately upon termination or within twenty-two (72) hours of
5 resignation as a result of their unfair rounding practices, among other things.

6 53. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees
7 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
8 will be ascertained according to proof at trial.

9 54. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
10 employees and the State of California for violations of Labor Code sections 201, 202, and 203
11 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

12 55. Plaintiff, individually and on behalf of the aggrieved employees and the State of
13 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
14 (g), and Code of Civil Procedure section 1021.5.

15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT FOR FAILURE TO**
17 **MAINTAIN ACCURATE PAYROLL RECORDS**

18 **(Lab. Code, §§ 226, subd. (a), (e), 226.3, 1174, 1174.5)**

19 **(Against all Defendants)**

20 56. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1
21 through 63.

22 57. Labor Code section 226, subdivision (a), requires employers to furnish each
23 employee with a statement that accurately reflects, *inter alia*, gross wages earned, total hours
24 worked, net wages earned, address of the legal entity that is the employer, and all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at
26 each hourly rate. Labor Code section 226, subdivision (e), provides that if an employer knowingly
27 and intentionally fails to provide a statement itemizing the foregoing information, and the
28 employee suffers an injury as a result of the employer's failure to comply with subdivision (a),

1 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00)
2 for each subsequent violation, up to four thousand dollars (\$4,000.00).

3 58. Labor Code 226.3 provides that any employer who violates Labor Code section
4 226 subdivision (a), shall be subject to a civil penalty in the amount of two hundred fifty dollars
5 (\$250.00) per employee per initial violation and one thousand dollars (\$1,000.00) per employee
6 for each subsequent violation, for which the employer fails to provide the employee a wage
7 deduction statement or fails to keep the records required in Labor Code section 226, subdivision
8 (a). The civil penalties provided for in this section are in addition to any other penalty provided
9 by law.

10 59. An employee is deemed to suffer injury if the employer fails to provide an accurate
11 wage statement containing all of the required information set forth in Labor Code section 226,
12 subdivision (a). (Lab. Code, § 226, subd. (e)(2).)

13 60. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
14 location in California or at the plant or establishment at which the employees are employed,
15 payroll records showing the hours worked daily and the wages paid to each employee.

16 61. Labor Code section 1174.5 imposes a civil penalty of five hundred dollars
17 (\$500.00) for an employer's failure to maintain accurate and complete records. This civil penalty
18 is in addition to the civil penalty of one hundred dollars (\$100.00) per initial violation and two
19 hundred dollars (\$200.00) per subsequent violation per pay period, per aggrieved employee that
20 would be imposed pursuant to Labor Code section 2699 for a violation of section 1174,
21 subdivision (d).

22 62. The IWC Wage Orders require that every employer shall keep accurate
23 information with respect to each employee, including, but not limited to, time records showing
24 the total daily hours worked by each employee, the total hours worked in each payroll period, and
25 applicable rates of pay.

26 63. Plaintiff is informed and believes that Defendant willfully and intentionally failed
27 to make and/or keep records which accurately reflect the hours worked by Plaintiff and aggrieved
28 employees. Specifically, Plaintiff believes that Defendants' records fail to include, *inter alia*: (1)

1 actual hours worked; (2) total hours worked; and (3) number of hours worked at each hourly rate.

2 64. In addition, the omission of time worked make it difficult for employees to
3 determine whether they were paid all wages due without complicated calculations and/or
4 reconstruction of records required to be maintained by the employer.

5 65. Plaintiff is informed and believes, and based thereon alleges, that Defendant
6 willfully failed to maintain accurate payroll records for Plaintiff and the aggrieved employees by
7 failing to accurately reflect the hours worked by and wages paid to Plaintiff and the aggrieved
8 employees. Specifically, Defendant's records do not accurately reflect Plaintiff's and the
9 aggrieved employees' hours worked due to its failure to include time spent going through
10 Defendant's security check lines.

11 66. By virtue of Defendant's unlawful actions, Plaintiff and the aggrieved employees
12 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
13 will be ascertained according to proof at trial.

14 67. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
15 employees and the State of California for violations of Labor Code sections 226, 1174, and
16 pursuant to Labor Code sections 226.3 and 1174.5 during the PAGA period, in a sum as provided
17 by the Labor Code and/or other statutes.

18 68. Plaintiff, individually and on behalf of the aggrieved employees and the State of
19 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
20 (g), and Code of Civil Procedure section 1021.5.

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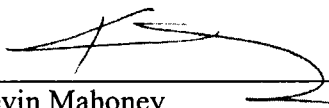
1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 3 1. For civil penalties pursuant to the PAGA in an amount according to proof;
4 2. For reasonable attorney's fees and costs, pursuant to the PAGA and California
5 Code of Civil Procedure section 1021.5; and
6 3. For such other and further relief as this Court may deem just and proper.
7

8 Dated: March 31, 2021

MAHONEY LAW GROUP, APC

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10 By: 

11 Kevin Mahoney
12 Attorney for Plaintiff Catherine I. Opara
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