

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff Andrea Rodriguez

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facesmile

Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@webberlawgroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@webberlawgroup.com
WEBBER & EGBERT EMPLOYMENT LAW, P.C.
1610 R Street, Suite 300
Sacramento, CA 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff Rajveer Kaur

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

ANDREA RODRIGUEZ, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act; RAJVEER KAUR,
individually, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

KAN DI KI, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21BBCV00446

Honorable Jared D. Moses
Department P

**FIRST AMENDED COMPLAINT FOR
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

(1) Violation of California Labor Code
§ 2698, et seq. (California Labor
Code Private Attorneys General Act
of 2004)

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
12/13/2024

David W. Slayton, Executive Officer / Clerk of Court
By: D. Gallegos Deputy

COMES NOW, Plaintiff ANDREA RODRIGUEZ (“Plaintiff RODRIGUEZ”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and RAJVEER KAUR (“Plaintiff KAUR”) (collectively with Plaintiff RODRIGUEZ as “Plaintiffs”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the

County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

PARTIES

6. Plaintiff ANDREA RODRIGUEZ is an individual residing in the State of California, County of Los Angeles.

7. Plaintiff RAJVEER KAUR is an individual residing in the State of California, County of Sacramento.

8. Defendant KAN DI KI, LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendants KAN DI KI, LLC, was the “employer” of Plaintiffs within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, KAN DI KI, LLC, and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will seek leave

of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. KAN DI KI, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiffs further allege that Defendants, including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved employees so as to make each of said Defendants’ employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

14. At all times herein set forth, PAGA was applicable to Plaintiffs’ employment by Defendants.

15. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

16. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

17. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

18. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

1 a. The aggrieved employee shall give written notice by online submission
2 (hereinafter “Employee’s Notice”) to the Labor & Workforce
3 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail
4 to the employer of the specific provisions of the California Labor Code
5 alleged to have been violated, including the facts and theories to support
6 the alleged violations.

7 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
8 employer and the aggrieved employee by certified mail that it does not
9 intend to investigate the alleged violation within sixty (60) calendar days
10 of the postmark date of the Employee’s Notice. Upon receipt of the
11 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
12 (65) calendar days of the postmark date of the Employee’s Notice, the
13 aggrieved employee may commence a civil action pursuant to California
14 Labor Code section 2699 to recover civil penalties in addition to any
15 other penalties to which the employee may be entitled.

16 19. On March 2, 2021, Plaintiff RODRIGUEZ provided written notice by online
17 submission to the LWDA and by U.S. Certified Mail to Defendant KAN DI KI, LLC, of the
18 specific provisions of the California Labor Code alleged to have been violated, including the
19 facts and theories to support the alleged violations. Plaintiff has not received an LWDA Notice
20 within sixty-five (65) calendar days of the date of Plaintiff RODRIGUEZ’S notice.

21 20. On July 14, 2021, Plaintiff KAUR provided written notice by online submission
22 to the LWDA and by U.S. Certified Mail to Defendant KAN DI KI, LLC, of the specific
23 provisions of the California Labor Code alleged to have been violated, including the facts and
24 theories to support the alleged violations. Plaintiff KAUR has not received an LWDA Notice
25 within sixty-five (65) calendar days of the date of Plaintiff KAUR’s notice.

26 21. Therefore, Plaintiffs have satisfied the administrative prerequisites under
27 California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in
28 addition to other remedies, for violations of California Labor Code sections 201, 202, 203,

204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

22. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the “other aggrieved employees”).

23. Defendants, jointly and severally, employed Plaintiff RODRIGUEZ as an hourly-paid, non-exempt employee from approximately January 2018 to approximately January 2021 in the State of California, County of Los Angeles.

24. Defendants, jointly and severally, employed Plaintiff KAUR as an hourly-paid, non-exempt employee from approximately January 2021 to approximately July 2021 in the State of California, County of Sacramento.

25. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, and short, late, interrupted, and/or missed meal periods or rest breaks.

26. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs’ and the other aggrieved employees’ employment, and to supervise their daily employment activities.

27. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs’ and the other aggrieved employees’ employment for them to be joint employers of Plaintiffs and the other aggrieved employees.

28. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

29. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

30. Plaintiff RODRIGUEZ and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

31. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or

1 non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours
2 worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest
3 breaks in violation of California law.

4 32. Plaintiff RODRIGUEZ is informed and believes, and based thereon alleges, that
5 Defendants knew or should have known that Plaintiff RODRIGUEZ and the other aggrieved
6 employees were entitled to receive certain wages for overtime compensation and that they were
7 not receiving wages for overtime compensation.

8 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 failed to provide Plaintiffs and the other aggrieved employees the required rest and meal
10 periods during the relevant time period as required under the Industrial Welfare Commission
11 Wage Orders and thus they are entitled to any and all applicable penalties.

12 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 failed to relieve Plaintiffs and other aggrieved employees of all duties, failed to relinquish
14 control over Plaintiffs and the other aggrieved employees' activities, failed to permit Plaintiffs
15 and other aggrieved employees a reasonable opportunity to take, and impeded or discouraged
16 them from taking thirty (30) minute uninterrupted meal breaks no later than the end of their
17 fifth hour of work for shifts lasting at least six (6) hours.

18 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to
20 receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other
21 aggrieved employees' regular rate of pay when a meal period was short, late, interrupted,
22 and/or missed, and they did not receive all meal periods or payment of one additional hour of
23 pay at Plaintiffs' and the other aggrieved employees' regular rate of pay when a meal period
24 was short, late, interrupted, and/or missed. Defendants' failure included, *inter alia*, failing to
25 provide timely, uninterrupted thirty (30) minute meal periods to Plaintiff and the other
26 aggrieved employees.

27 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
28 failed to provide, authorize, and permit Plaintiffs and other aggrieved employees take full,

uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employees' regular rate of pay when a rest period was short, late, interrupted, and/or missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employees' regular rate of pay when a rest period was short, late, interrupted, and/or missed. Defendants' failure included, *inter alia*, failing to provide timely, uninterrupted ten (10) minute rest periods to Plaintiff and the other aggrieved employees.

38. Plaintiff RODRIGUEZ is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff RODRIGUEZ and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for all hours Plaintiff and the other class members worked off the clock performing work duties.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs and the other aggrieved

employees did not receive payment of all wages, including earned, but unpaid, overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Plaintiffs and the other aggrieved employees and gross wages actually earned.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records reflecting the accurate hours worked and the accurate wages earned by Plaintiffs and other aggrieved employees.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs, including, *inter alia*, the use of personal vehicles for business-related purposes. The deficiencies included, *inter alia*, failing to reimburse Plaintiffs and the other aggrieved employees for the use of personal phones and personal vehicles for business related matters and the purchase of scrubs in compliance with the dress code.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

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45. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiff RODRIGUEZ and the other aggrieved employees. Plaintiff RODRIGUEZ and the other aggrieved employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

46. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

47. At all material times set forth herein, Defendants failed to pay Plaintiff RODRIGUEZ and the other aggrieved employees at least minimum wages for all hours worked including earned and unpaid overtime and minimum wages and meal and rest period premiums.

48. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees all wages owed to them upon discharge or resignation including earned and unpaid overtime and minimum wages and meal and rest period premiums.

49. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204 including earned and unpaid overtime and minimum wages and meal and rest period premiums.

50. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Plaintiffs and the other class members and the accurate net/gross wages earned.

51. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Plaintiff and the other class members and the accurate net/gross wages earned.

52. At all material times set forth herein, Defendants failed to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs.

53. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other aggrieved employees pursuant to California law in

1 order to increase Defendants' profits.

2 54. California Labor Code section 218 states that noting in Article 1 of the Labor
3 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
4 due to him [or her] under this article."

5 **FIRST CAUSE OF ACTION**

6 **Violation of California Labor Code § 2698, et seq.**

7 **(Against KAN DI KI, LLC and DOES 1 through 100)**

8 55. Plaintiffs RODRIGUEZ and KAUR incorporate by reference the allegations
9 contained in paragraphs 1 through 54, and each and every part thereof with the same force and
10 effect as though fully set forth herein.

11 56. PAGA expressly establishes that any provision of the California Labor Code
12 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
13 departments, divisions, commissions, boards, agencies or employees for a violation of the
14 California Labor Code, may be recovered through a civil action brought by an aggrieved
15 employee on behalf of himself or herself, and other current or former employees.

16 57. Whenever the LWDA, or any of its departments, divisions, commissions,
17 boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action
18 is authorized to exercise the same discretion, subject to the same limitations and conditions, to
19 assess a civil penalty.

20 58. Plaintiffs RODRIGUEZ and KAUR and the other hourly-paid or non-exempt
21 employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in
22 that they are all current or former employees of Defendants, and one or more of the alleged
23 violations was committed against them.

24 **Failure to Pay Overtime**

25 59. Defendants' failure to pay legally required overtime wages to Plaintiff
26 RODRIGUEZ and the other aggrieved employees is in violation of the Wage Orders
27 and constitutes unlawful or unfair activity prohibited by California Labor Code sections
28 510 and 1198.

Failure to Provide Meal Periods

60. Defendants' failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

61. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

62. Defendants' failure to pay legally required minimum wages to Plaintiff RODRIGUEZ and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

63. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

64. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

65. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

66. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs and the other aggrieved employees in accordance with California Labor Code section

1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

67. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

68. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

69. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

70. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g), costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: December 12, 2024

LAWYERS for JUSTICE, PC

By: /s/ Matthew Richard Soto
Matthew Richard Soto
Attorneys for Plaintiff Rodriguez

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DATED: December 12, 2024

DIVERSITY LAW GROUP, P.C.

By: /s/ Kristen M. Agnew
Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff Rajveer Kaur

DATED: December 12, 2024

WEBBER & EGBERT EMPLOYMENT LAW, P.C.

By: /s/ Shaelyn A. Stewart
Kelsey A. Webber
Shaelyn A. Stewart
Attorneys for Plaintiff Rajveer Kaur