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SUPERIOR COURT STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

KACEY HERNANDEZ, KRISTINA
HALKYARD, and THERESA SIDBURY
on behalf of themselves, and similarly
situated employees

Plaintiffs(s),

vs.

ABA PLUS, INC., a California
Corporation,
VISHAL JAISWAL, an individual,
SUDDHA MUKHOPADHYAY, an
individual, DOES 1-20, inclusive,

Defendant(s).

Case No.: C22-00604

CLASS ACTION COMPLAINT

**PLAINTIFFS' SECOND AMENDED
COMPLAINT FOR DAMAGES**

1. **Failure to Pay Minimum Wage (Lab. Code, §§ 1194, 1194.2, Wage Order 4)**
2. **Failure to Pay Overtime (Lab. Code, §§ 510, 1194; Wage Order 4)**
3. **Inaccurate Wage Statement Penalties (Lab. Code, § 226)**
4. **Failure to Timely Pay Wages During Employment (Lab. Code, §§ 204, 210)**
5. **Unlawful Competition (Bus. & Prof. Code, § 17200)**
6. **Waiting-Time Penalties (Lab. Code, §§ 201-203)**
7. **Failure to Reimburse Expenses (Lab. Code § 2802)**
8. **Private Attorneys General Act (Labor Code § 2699, *et seq.*)**

COMES NOW, Plaintiffs KACEY HERNANDEZ, KRISTINA HALKYARD, and THERESA SIDBURY ("Plaintiffs"), on behalf of themselves and similarly situated employees hereby file this Class Action Complaint against ABA, PLUS INC., a California Corporation, VISHAL JAISWAL, an individual, SUDDHA MUKHOPADHYAY, an individual; DOES 1-20, inclusive ("Defendants"). On information and belief, Plaintiffs allege:

NATURE OF THE ACTION

1. Plaintiffs bring this class and Private Attorneys General Action based on alleged violations of the California Labor Code and Industrial Welfare Commission Order No. 4-100 against Defendants. As set forth in more detail below, Plaintiffs allege that Defendants are liable to them and other similarly situated current and former employees, who worked in California as non-exempt employees, including but not limited to, project managers, behavioral technicians, behavioral analysts, and others in similar positions, from April 1, 2018 to the present for damages, penalties, and related relief. These claims are based on Defendants' failures to: 1) pay for all hours worked, including drive time and Reporting Time Pay; 2) pay the correct rate of pay for all hours worked; 3) provide accurate and compliant wage statements; 4) timely pay wages both during and upon termination or resignation of employment; 5) maintain accurate records; 6) failure to pay sick time at the correct rate of pay; and 7) failure to provide reimbursement for worked-related expenses.

VENUE & JURISDICTION

2. This case is subject to the jurisdiction of this Court pursuant to the California Labor Code, California Business and Professions Code, and the California Code of Civil Procedure. The amount in controversy exceeds the jurisdictional minimum of this Court. At all times alleged herein, one or more Defendants were residents of or were doing business in, the State of California, County of Contra Costa.

3. Venue in Contra Costa County is proper pursuant to sections 395 and 395.5 of the Code of Civil Procedure in that at all relevant times herein, at least some of the violations of law alleged to have been committed herein occurred in Contra Costa County and/or because each Defendant is found, maintains offices, or conducts substantial business in the County of Contra

1 Costa.

2 4. As a result of the violations alleged herein, all Defendants are subject to PAGA
3 penalties, which Plaintiffs seek for themselves for other aggrieved current and former employees
4 of Defendants, and the State of California. Plaintiffs are aggrieved employee within the meaning
5 of Labor Code section 2698, *et seq.* and have complied with the pre-filing requirements of
6 PAGA. Pursuant to Labor Code section 2699.3 (a), Plaintiffs gave written notice of the facts
7 and legal basis for their claims, as alleged herein, via online submission to the California Labor
8 & Workforce Development Agency (“LWDA”) and send notice via certified mail to Defendants
9 the same day. To date, the LWDA has not provided a response to Plaintiffs’ notice and
10 amended notice. As such, Plaintiffs have exhausted their administrative remedies and may bring
11 an action on behalf of themselves and all other similarly situated employees (*i.e.* Aggrieved
12 Employees). Similarly situated employees includes but are not limited to: all non-exempt
13 employees who have or continue to work for Defendants in California from March 30, 2021 to
14 the present.

15 **PARTIES**

16 5. Plaintiff KACEY HERNANDEZ (*fka* as “KACEY COTA”) is an individual over
17 the age of 18 and a resident of the State of California. At all times relevant to this Complaint,
18 Plaintiff was employed by Defendants as a Project Manager.

19 6. Plaintiff KRISTINA HALKYARD is an individual over the age of 18 and a
20 resident of the State of California. At all times relevant to this Complaint, Plaintiff was
21 employed by Defendants as a Behavioral Technician.

22 7. Plaintiff THERESA SIDBURY is an individual over the age of 18 and a resident
23 of the State of California. At all times relevant to this Complaint, Plaintiff was employed by
24 Defendants as a Project Manager.

25 8. On Plaintiffs’ information and belief, Defendant ABA PLUS, INC. is a California
26 Corporation organized and existing under the laws of California.

27 9. On Plaintiffs’ information and belief, Defendant VISHAL JAISWAL is an
28 individual and during all times relevant to this Complaint is and was the Chief Financial Officer

1 for Defendant ABA PLUS, INC. and, as such, Defendant VISHAL JAISWAL is believed to be
2 an “other person acting on behalf of an employer” within the meaning of Labor Code sections
3 558 and 558.1.

4 10. On Plaintiffs’ information and belief, Defendant SUDDHA MUKHOPADHYAY
5 is an individual and during all times relevant to this Complaint is and was the Chief Executive
6 Officer for Defendant ABA PLUS, INC. and, as such, Defendant SUDDHA
7 MUKHOPADHYAY is believed to be an “other person acting on behalf of an employer” within
8 the meaning of Labor Code §§ 558 and 558.1.

9 11. Plaintiffs do not know the true names and capacities of Defendants sued in this
10 Complaint as DOES 1 through 20, inclusive, and therefore sues these Defendants by fictitious
11 names. Plaintiffs will amend this Complaint to allege the true names and capacities of DOES 1
12 through 10, inclusive when ascertained. Plaintiffs are informed, believe, and thereupon allege
13 that each of the Defendants named herein as DOES 1 through 10, inclusive, is responsive in
14 some manner for the occurrence, injury, and other damages alleged in this Complaint.

15 12. Plaintiffs are informed, believe, and thereupon allege, that each Defendant was in
16 some manner responsible for the acts and damages alleged herein, and/or are indebted to
17 Plaintiffs as alleged herein, and that each Defendant was the agent, employer, and co-conspirator
18 of each other Defendant, and was acting in the course and scope of such agency and conspiracy.
19 In this Complaint where Plaintiffs refer to Defendant singularly, such reference shall be
20 construed to be a reference to all Defendants named herein, including those named fictitiously.

21 **CLASS ALLEGATIONS**

22 13. Plaintiffs bring the First through Seventh Causes of Action on behalf of
23 themselves and all others similarly situated as a class action pursuant to California Code of Civil
24 Procedure section 382. The class Plaintiffs seek to represent is composed of, and defined as
25 follows:

26 Plaintiffs and all non-exempt persons who have or continue to be employed by
27 Defendants in California from April 1, 2018 to the present.

28 14. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend

1 or modify the class description with greater specificity to further divide into subclasses or to
2 limit to particular issues.

3 15. This action has been brought and is properly maintained in a class action,
4 pursuant to the provision of the California Code of Civil Procedure section 382 because there is
5 a well-defined community of interests in the litigation and the proposed class is easily
6 ascertainable.

7 **A. Numerosity**

8 16. The punitive class is so numerous that the individual joinder of all members is
9 impracticable under the circumstances of this case. While the exact number of class members is
10 unknown to Plaintiffs, they are informed and believe that Defendants have employed as many as
11 100 individuals failing within the above-stated class definition through the State of California
12 during the applicable statute of limitations, who were subjected to the policies and practices
13 outlined in this complaint. As such, the joinder of all members of the punitive class is not
14 practicable.

15 17. Upon information and belief, Plaintiffs allege that Defendants' employment
16 records would provide information as to the number and location of all class members.

17 **B. Commonality**

18 18. Common questions of law and fact exist as to all members of the putative class
19 and predominate over questions that affect only individual members of the class. These
20 common questions of law and fact include, without limitation, the following:

- 21 1. Whether Defendants violated the California Labor Code and wage orders
22 by failing to compensate putative class members for all hours worked,
23 including drive time between work locations and Reporting Time Pay;
- 24 2. Whether Defendants violated the California Labor Code and wage orders,
25 by failing to pay all overtime wages due;
- 26 3. Whether Defendants violated the California Labor Code and wage orders
27 by failing to pay all minimum wages due;
- 28 4. Whether Defendants violated the California Labor Code and wage orders

1 by failing to correctly calculate the putative class members' regular rate of
2 pay for the purpose of calculating overtime and sick leave pay;

- 3 5. Whether Defendants violated the California Labor Code and wage orders
4 by failing to maintain and provide Plaintiffs and putative class members
5 accurate records of Plaintiffs and putative class members earned wages
6 and hours worked;
- 7 6. Whether as a result of Defendants' policies and practices, Plaintiffs and
8 the putative class received all reimbursements owed;
- 9 7. Whether as a result of Defendants' policies and practices, Plaintiffs and
10 the putative class members received all minimum and overtime wages
11 due; and
- 12 8. Whether as a result of Defendants' policies and practices, Plaintiffs and
13 putative class members timely received all wages due and owing during
14 their employment and at the time of their termination or separation.

15 **C. Typicality**

16 19. Plaintiffs' claims are typical of the claims of the members of the putative class.
17 The putative class also sustained damages arising out of Defendants' common course of conduct
18 in violation of the law as complained of herein. Plaintiffs and all members of the putative class
19 were non-exempt employees who were not paid minimum wages for all hours worked, including
20 drive time, and were not paid at the correct regular rate pay for purposes of overtime and sick
21 leave pay. Additionally, Defendants issued Plaintiffs and all members of the putative class wage
22 statements that did not comply with labor code section 226. As a result, Plaintiffs and each
23 member of the putative class have suffered the same type of harm and seek the same type of
24 recovery based on the same legal theories.

25 **D. Adequacy**

26 20. Plaintiffs will fairly and adequately protect the interest of the members of the
27 putative class. For all relevant times, Plaintiffs resided in California and worked for Defendants
28 in California. Moreover, Plaintiffs will adequately represent the putative class as they have no

1 interests that are adverse to those of the putative class members. Additionally, Plaintiffs have
2 retained counsel who has substantial experience in wage and hour matters.

3 **E. Superiority**

4 21. A class action is superior to other available means for the fair and efficient
5 adjudication of the controversy since the individual joinder of all members of the putative calls
6 is impracticable. Class action treatment will permit a larger number of similarly situated persons
7 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
8 unnecessary duplication of effort and expense that numerous individual actions would have.
9 Moreover, as damages suffered by each individual member of the class may be relatively small,
10 the expense and burden of the individual litigation would make it difficult or impossible for
11 individual members of the class to redress the wrongs done to them, and an important public
12 interest will be severed by addressing the matter as a class action. The cost to the court system of
13 adjudication of such individual litigation would be substantial. Individual litigation would also
14 present the potential for inconsistent or contradictory judgments.

15 22. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
16 management of this action that would preclude its maintenance as a class action.

17 **FACTUAL ALLEGATIONS**

18 23. Plaintiff HERNANDEZ began working for Defendants in or around March 22,
19 2021, as a non-exempt program manager/supervisor making approximately \$30.00 per hour, as
20 her billable rate.

21 24. Plaintiff SIDBURY began working for Defendants in or around May 2021, as a
22 non-exempt program manager/supervisor making approximately \$27.00 per hour, as her billable
23 rate. Plaintiff SIDBURY separated from her employment with Defendants in or around April 6,
24 2022.

25 25. Plaintiff HALKYARD began working for Defendants in or around September
26 2021, as a non-exempt behavioral technician making approximately \$22.00 per hour, as her
27 billable rate. Plaintiff HALKYARD separated from her employment with Defendants in or
28 around early February 2022.

1 26. Defendants own and operate an organization that provides outpatient clinical
2 intervention to autistic children and teens and their care providers and families throughout
3 California. Specifically, Defendants utilize a treatment team, consisting of non-exempt
4 behavioral technicians, programs managers, and behavioral analysts, to travel to clients' homes
5 to provide direct, in-home therapeutic, behavioral, and skills training services to clients.

6 27. Although Defendants have a main office in San Ramon, the treatment team
7 primarily travels from their homes directly to the client's residents. Although the number of
8 client home visits varied, on average, Plaintiffs and similarly situated employees (treatment
9 team) visited 3 to 4 client homes per day. Furthermore, on an average day, Plaintiffs and
10 similarly situated employees would spend approximately 1 to 2 hours of their working day
11 driving between client visits. Plaintiffs and similarly situated employees were, however, not paid
12 minimum wages for this travel time between and to client home visits.

13 28. Despite the significant time Plaintiffs and similarly situated employees spent
14 driving to and between client homes, it was company practice for Plaintiffs and similarly
15 situated employees to log out of the time tracking application once they left a client location and
16 then log back in when they arrived at the next client location. As such, this drive time was not
17 recorded in the timekeeping system and was unpaid. Plaintiffs and similarly situated employees
18 were also not paid Reporting Time Pay at their regular rate for at least half their usual scheduled
19 shift in instances when they drove to and/or reported to work at the client homes but the client
20 cancels the appointment or does not answer the door. Plaintiff and similarly situated employees
21 were also not paid Reporting Time Pay when Defendants called their personal cell phones
22 immediately prior to the scheduled shift and cancelled the shift, or their shifts were otherwise
23 cut short due to illness or family needs.

24 29. On top of not being paid for necessary, non-billable travel time and Reporting
25 Time Pay, Plaintiffs and similarly situated employees were also not paid for other required
26 client-related tasks, such as cutting and laminating stimuli essential for use with clients, time
27 spent on client session notes, training time, and time spent communicating and coordinating with
28 client families, caregivers, and the other members of the treatment team.

1 30. Moreover, Plaintiffs and similarly situated employees often had to use their
2 personal cell phones for work-related purposes, including to communicate and coordinate with
3 other members of the treatment team. Plaintiffs and similarly situated employees were not
4 reimbursed for this use.

5 31. In addition to not being paid for all hours worked, Plaintiffs and similarly
6 situated employees were also underpaid overtime wages due to Defendants' failure to account
7 for differential pay rates (as between billable and non-billable time) when calculating the regular
8 rate of pay.

9 32. As a result of Defendants' policies and practices described above, Plaintiffs and
10 similarly situated employees were not given accurate wage statements itemizing their total
11 regular and overtime hours worked and corresponding rates of pay, or the correct gross and net
12 wages earned.

13 33. Defendants also failed to timely pay Plaintiffs and similarly situated employees
14 all wages owed both during their employment and upon termination or separation, including
15 minimum and overtime wages.

16 34. At all times relevant herein, Defendants VISHAL JAISWAL and SUDDHA
17 MUKHOPADHYAY were the owners and/or managing agents of ABA PLUS, INC. and were
18 acting on behalf of ABA PLUS, INC. when they violated and caused to be violated the below
19 provisions of the California Labor Code.

20 **CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**

22 **Failure to Pay Minimum Wage**

23 **(Lab. Code, §§ 1194, 1194.2, Wage Order 4)**

24 **(As to All Defendants)**

25 35. Plaintiffs incorporate in this cause of action each and every allegation of the
26 preceding paragraphs, as though fully set forth herein.

27 36. Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission ("IWC")
28 Wage Order 4 require employers to pay an amount equal to or greater than the minimum wage
for each hour worked, including Reporting Time Pay.

1 37. Defendants failed to pay Plaintiffs and similarly situated employees at least the
2 minimum wage for each hour worked, including their time driving between work locations and
3 other tasks necessary to do their jobs, as required by Defendants.

4 38. As a direct and proximate result of Defendants' unlawful conduct, as set forth
5 herein, Plaintiffs and similarly situated employees have suffered damages, including loss of
6 earnings for time worked on behalf of Defendants.

7 39. Plaintiffs request relief as described below.

8 **SECOND CAUSE OF ACTION**
9 **Failure to Pay Overtime**
10 **(Lab. Code, §§ 510, 1194; Wage Order 4)**
11 **(As to all Defendants)**

12 40. Plaintiffs incorporate in this cause of action each and every allegation of the
13 preceding paragraphs, as though fully set forth herein.

14 41. Labor Code § 510 requires employers to pay overtime compensation to all
15 employees, unless they are exempt from the overtime pay requirements. During all periods of
16 employment, Plaintiffs were non-exempt employees.

17 42. Plaintiffs and similarly situated employees worked in excess of eight (8) hours in
18 a workday and forty (40) hours in a workweek.

19 43. Defendants failed or otherwise refused to pay Plaintiffs and similarly situated
20 employees overtime compensation at the correct rate of pay for all overtime hours worked in the
21 manner required by California law.

22 44. As a direct and proximate result of Defendants' unlawful conduct, as set forth
23 herein, Plaintiffs and similarly situated employees have suffered damages, including loss of
24 earnings for hours of overtime worked on behalf of Defendants.

25 45. Plaintiffs request relief as described below.

26 **THIRD CAUSE OF ACTION**
27 **Inaccurate Wage Statement Penalties**
28 **(Lab. Code, § 226)**
 (As to All Defendants)

 46. Plaintiffs incorporate in this cause of action each and every allegation of the

preceding paragraphs, as though fully set forth herein.

47. Labor Code § 226(a) requires employers to provide Plaintiffs with regular itemized written statements showing, among other things, total hours worked, all applicable hourly rates during the pay period, and the corresponding number of hours worked at each rate by the employee. Defendants knowingly and intentionally failed to provide timely, accurate itemized wage statements including this required information.

48. Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, up to a maximum amount of \$4,000.

49. Labor Code § 226(e)(2) provides that an employee is deemed to suffer injury for the purposes of Labor Code § 226 if the employer fails to provide the employee his or her wage statement.

50. Defendants knowingly and intentionally failed to provide Plaintiffs and similarly situated employees with their accurate itemized wage statements.

51. Plaintiff requests relief as described below.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment (Lab. Code, §§ 204, 210) (As to All Defendants)

52. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

53. Labor Code section 204 requires employees to be paid wages at least twice per month. If an employer fails to pay wages during the proper pay period, the employee is entitled to a penalty of \$100 for an initial violation and \$200 for each subsequent or willful, or intentional violation. Additionally, the employee is entitled to 25% of the amount unlawfully withheld.

54. Defendants failed to properly and timely compensate Plaintiffs and similarly

1 situated employees all wages earned during Plaintiffs' and similarly situated employees' pay
2 period(s).

3 55. Defendants' acts were willful and/or intentional.

4 56. As a result of Defendants' conduct, Plaintiffs and similarly situated employees are
5 entitled to the penalty set forth in section 210 of the Labor Code.

6 57. Plaintiffs request relief as described below.

7 **FIFTH CAUSE OF ACTION**

8 **Unlawful Competition**

9 **(Bus. & Prof. Code, § 17200)**

(As to Defendant ABA PLUS, INC.)

10 58. Plaintiffs incorporate in this cause of action each and every allegation of the
11 preceding paragraphs, as though fully set forth herein.

12 59. Defendants' conduct, as alleged herein, constitutes an unlawful, unfair, and/or
13 fraudulent business practices, as set forth in Business & Professions Code § 17200. Defendants
14 conducted business activities while failing to comply with the legal mandates cited herein.
15 Plaintiffs and others similarly situated suffered injury in fact and lost money as a result of
16 Defendants' unfair competition.

17 60. As a result of Defendants' unlawful and unfair business practices, Plaintiffs and
18 similarly situated employees are entitled to and do seek restitution, and other appropriate relief
19 available under Business & Professions Code § 17203, on their own behalf, and on behalf of
20 others similarly situated, according to proof, for four (4) years from the filing of this Action.

21 61. Plaintiffs request relief as described below.

22 **SIXTH CAUSE OF ACTION**

23 **Waiting-Time Penalties**

24 **(Lab. Code, §§ 201-203)**

(As to All Defendants)

25 62. Plaintiffs incorporate in this cause of action each and every allegation of the
26 preceding paragraphs, as though fully set forth herein.

27 63. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
28 due immediately upon discharge, or within seventy-two (72) hours of quitting without notice.

1 Labor Code § 203 provides that where an employer willfully fails to make such timely payment,
2 the employer must, as a penalty, continue to pay the subject employees' wages until the back
3 wages are paid in full or an action is commenced, up to a maximum of thirty (30) days' wages.

4 64. Plaintiffs and similarly situated employees resigned or were discharged from
5 their employment without being paid all wages that were due to them within the time required
6 by Labor Code §§ 201 and 202. Defendants' failure to pay these wages has been and continues
7 to be willful.

8 65. As a result of Defendants' conduct, Plaintiffs and similarly situated employees are
9 entitled to waiting time penalties in the amount of up to thirty (30) days' wages under Labor
10 Code § 203.

11 66. Plaintiffs request relief as described below.

12 **SEVENTH CAUSE OF ACTION**

13 **Failure to Reimburse Expenses**

14 **(Lab. Code, § 2802)**

15 **(As to All Defendants)**

16 67. Plaintiffs incorporate in this cause of action each and every allegation of the
17 preceding paragraphs, as though fully set forth herein.

18 68. California Labor Code section 2802(a) states that "An employer shall indemnify
19 his or her employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
21 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
22 believed them to be unlawful."

23 69. Defendants required Plaintiffs and similarly situated employees to use their
24 personal cell phones for work-related purposes, including to coordinate with clients and
25 members of the treatment team, but failed to reimburse them for such use.

26 70. Plaintiffs request relief as described below.

27 **EIGHTH CAUSE OF ACTION**

28 **Private Attorneys General Act**

(Lab. Code, §§ 2698, *et seq*)

(As to All Defendants)

71. Plaintiffs incorporate in this cause of action each and every allegation of the preceding paragraphs, as though fully set forth herein.

72. Plaintiffs have alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiffs other Aggrieved Employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages);
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, §§ 4, (Failure to Pay Minimum Wages);
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements);
- Violation of Labor Code §§ 204, 210 (Failure to Pay All Wages During Pay Period);
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave at the correct rate of pay);
- Violation of Labor Code § 2802 (Failure to Reimburse Business Expenses);
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order); and
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records).

73. Plaintiffs seek civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

74. Plaintiffs seek these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

75. As a proximate result of the Defendants' conduct, Plaintiffs and Aggrieved Employees have been damaged and requests relief as described below.

PRAYER

1. For pre-judgment, post-judgment, and statutory interest and all amounts subject herein;
2. For equitable relief;
3. For special damages according to proof;
4. For costs of suit incurred in this action;
5. For attorneys' fees according to statute including, but not limited to, under Code of Civil section 1021.5;
6. For penalties according to statute;
7. For tax-neutralization of damages awarded;
8. For attorneys' fees under Labor Code section 218.5; and
9. For all other relief that this Court deems just and proper.

DREW LEWIS, PC

Dated: June 23, 2022

By: 
Drew Lewis
Attorney for Plaintiffs