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individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

EDGAR GUSTOVA CALDERON
ORELLANA, individually and on behalf of all
others similarly situated,

Plaintiff(s),

v.

PALM SPRINGS HOTEL LLC; and DOES 1
through 100,

Defendant(s).

Case No. **CVPS2502259**

COMPLAINT

- 1. Failure to Provide Compliant Meal Breaks**
- 2. Failure to Provide Complaint Rest Breaks**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Failure to Reimburse Work-Related Expenses**
- 6. Wage Statement Violation**
- 7. Waiting Time Penalties**
- 8. Violation of Unfair Competition**
- 9. Disability Discrimination**
- 10. Failure to Accommodate Disability**
- 11. Failure to Engage in Interactive Process**
- 12. Retaliation**
- 13. Retaliation for Requesting Accommodation**
- 14. Wrongful Termination**

RELEVANT PARTIES

1. Plaintiff EDGAR GUSTOVA CALDERON ORELLANA ("Plaintiff") is an adult resident of Riverside County, California, and was at all times relevant residing in Riverside County, California.

2. Defendant PALM SPRINGS HOTEL LLC ("Defendant") is a California corporation with its principal place of business located in San Bernardino County, California, Defendant is registered to

1 and does conduct business in the State of California and is subject to the laws of the State of
2 California. All acts and omissions of Defendant employees as alleged herein occurred while they
3 were acting within the course and scope of their employment.

4 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
5 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such
6 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
7 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
8 informed and believes, and based on such information and belief alleges, that each of the fictitiously
9 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
10 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
11 and Doe Defendants are collectively referred to as "Defendants".

12 **JURISDICTION AND VENUE**

13 4. This action is properly filed in Riverside County because the acts and omissions that give
14 rise to Plaintiff's claims took place in Riverside County, and Defendants transact substantial
15 business in this County.

16 5. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
17 alleged herein occurred in Riverside County, California and Plaintiff suffered damages from such
18 conduct within Riverside County, California.

19 **FACTUAL ALLEGATIONS**

20 6. At all times relevant, Plaintiff was Defendants' employee.

21 7. Plaintiff was employed by Defendants from 2019 to October 2024.

22 8. In or around October 2024, Plaintiff began experiencing severe depression, which
23 manifested in physical symptoms including body pain, headaches, and neck pain that left him
24 bedridden.

25 9. Plaintiff properly notified his supervisor Calvin Pierce of his condition, informing him that
26 he was "really depressed" and needed time to recover.

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1 10. Rather than engage in the interactive process or provide reasonable accommodation, Mr.
2 Pierce dismissed Plaintiff's medical condition, telling him to "just take a shower, keep moving, and
3 you'll get it back."

4 11. Plaintiff continued to communicate his condition to Mr. Pierce through text messages and
5 phone calls, during which Mr. Pierce heard Plaintiff crying and in obvious distress.

6 12. Despite being aware of Plaintiff's medical condition and need for accommodation, Mr.
7 Pierce terminated Plaintiff's employment over the phone while Plaintiff was still bedridden and
8 seeking recovery.

9 13. Mr. Pierce falsely claimed there was "no check" for Plaintiff as he had no vacation hours or
10 sick pay remaining.

11 14. Following Plaintiff's termination, Defendant falsely characterized Plaintiff's medically-
12 necessary absence as "job abandonment" in communications with Plaintiff's insurance provider.

13 15. Prior to his termination, Plaintiff had repeatedly complained about workplace violations,
14 including being required to work without proper meal and rest breaks, being forced to work off the
15 clock before and after shifts, not receiving proper reimbursement for work-related mileage
16 expenses, and being underpaid for his position as Assistant General Manager.

17 16. Plaintiff had also recently requested raises and complained about being underpaid, noting
18 that the Assistant General Manager position was advertised at \$24 per hour while he was only
19 receiving \$20-21 per hour.

20 17. Following these complaints, Mr. Pierce became increasingly hostile toward Plaintiff,
21 including using profanity and aggressive behavior, physically poking Plaintiff in the chest while
22 yelling, and making inappropriate comments that made Plaintiff uncomfortable.

23 18. Defendant's termination of Plaintiff while he was seeking medical accommodation was
24 pretextual and in retaliation for his protected activities of requesting reasonable accommodation for
25 his disability, complaining about wage and hour violations, and requesting proper compensation for
26 his position.

27 19. Defendants failed to provide Plaintiff with compliant meal breaks because breaks were often
28 missed or interrupted. Further, Plaintiff was required to remain on call, and necessarily on duty,

1 during breaks. Despite not being provided with compliant meal breaks, Defendant did not pay
2 premium pay for these missed breaks at Plaintiff's regular rate of pay.

3 20. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
4 required to remain on call, and necessarily on duty during rest breaks. Despite not being provided
5 with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at
6 Plaintiff's regular rate of pay.

7 21. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to take
8 calls and handle work issues after hours. Also, the Plaintiff drove to properties for maintenance
9 emergencies while off the clock. Further, Plaintiff was required to perform tasks such as reviewing
10 security footage before clocking in.

11 22. Also, Plaintiff was required to remain on call and thus on duty during meal breaks, since
12 meal breaks were unpaid, Plaintiff is owed 30 minutes of unpaid time per shift.

13 23. Defendants failed to pay Plaintiffs all overtime owed because Plaintiffs usually worked 8
14 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

15 24. Defendants failed to reimburse Plaintiff for all work-related expenses because Defendants
16 did not reimburse mileage for travel between properties.

17 25. Defendants failed to provide Plaintiff with accurate wage statements because the wage
18 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
19 other things.

20 26. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
21 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
22 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

23 **PAGA ALLEGATIONS**

24 27. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
25 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
26 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or former
28 employees pursuant to the procedures outlined in Labor Code section 2699.3.

1 28. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
2 under PAGA after the following requirement have been met:

3 29. The aggrieved employee has provided written notice by online filing to the LWDA and by
4 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
5 Labor Code alleged to have been violated, including the facts and theories to support the alleged
6 violations; and

7 30. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
8 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
9 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
10 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
11 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
12 to any other penalties to which the employee may be entitled.

13 31. On 1/21/25, Plaintiff provided written notice by online filing to the LWDA and by certified
14 mail to Defendants of specific provisions of the Labor Code alleged to have been violated by
15 Defendants, including the facts and theories to support the alleged violations.

16 32. Upon expiration of the 65-day notice period, if the LWDA does not provide Plaintiff with
17 written notice that it intends to investigate the alleged violations of the Labor Code, Plaintiff will
18 amend this complaint to add a cause of action seeking PAGA Penalties on behalf of all Aggrieved
19 Employees.

20 33. The Aggrieved Employees are defined as "All other nonexempt, hourly employees, current
21 and former, who were employed by Defendants within one year prior to 1/21/25, through final
22 disposition of this action."

23 **EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS**

24 34. On January 23, 2025, prior to initiating this complaint, Plaintiff filed with the California
25 Civil Rights Department (hereinafter "CCRD"), a Complaint of [Discrimination, Harassment, and
26 Retaliation] against Defendant. On January 23, 2025, the CCRD issued a Notice of Case Closure
27 and Right-to-Sue letter to Plaintiff, authorizing Plaintiff to file a private lawsuit against Defendant
28 in order to enforce their rights under FEHA.

1 35. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a
2 prerequisite to filing this action.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Compliant Meal Periods**

5 **By Plaintiff Against All Defendants**

6 36. Plaintiff incorporates by reference the paragraphs above.

7 37. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
8 employee for a work period of more than five hours per day without providing the employee with a
9 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
10 without providing the employee with a second meal period of not less than 30 minutes”.

11 38. An employer provides compliant meal breaks to its employees “if it relieves its employees
12 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
13 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
14 1004, 1040 (2012)).

15 39. Not only must an employer affirmatively relieve its employees of all duty during their meal
16 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
17 (*Brinker*, supra).

18 40. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

19 41. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
20 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
21 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
22 11 Cal. 5th 858 (2021)).

23 42. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
24 break was missed.

25 43. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
26 penalties, attorney fees, and costs.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Compliant Rest Periods**

3 **By Plaintiff Against All Defendants**

4 44. Plaintiff incorporates by reference the paragraphs above.

5 45. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
6 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
7 per four hours or major fraction thereof.

8 46. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
9 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
10 5th 257, 269 (2016)).

11 47. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

12 48. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
13 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
14 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
15 11 Cal. 5th 858 (2021)).

16 49. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
17 break was missed.

18 50. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
19 penalties, attorney fees, and costs.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay for All Hours Worked**

22 **By Plaintiff Against All Defendants**

23 51. Plaintiff incorporates by reference the paragraphs above.

24 52. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
25 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
26 40 hours in a workweek.

27 53. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

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1 54. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
2 penalties, attorney fees, and costs.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Pay All Overtime Owed**

5 **By Plaintiff Against All Defendants**

6 55. Plaintiff incorporates by reference the paragraphs above.

7 56. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
8 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
9 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
10 one-half times the regular rate of pay for an employee.”

11 57. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

12 58. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
13 interest, penalties, attorney fees, and costs.

14 **FIFTH CAUSE OF ACTION**

15 **Failure To Reimburse Work-Related Expenses**

16 **By Plaintiff Against All Defendants**

17 59. Plaintiff incorporates by reference the paragraphs above.

18 60. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
19 all necessary expenditures or losses incurred by the employee in direct consequence of the
20 employee's discharge of his or her duties.

21 61. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

22 62. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
23 attorney fees, and costs.

24 **SIXTH CAUSE OF ACTION**

25 **Wage Statement Penalties**

26 **By Plaintiff Against All Defendants**

27 63. Plaintiff incorporates by reference the paragraphs above.

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1 64. Labor Code section 226(a) requires employers to provide itemized wage statements to its
2 employees that identify accurate information regarding their compensation. Defendants, as a matter
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 65. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
6 and incomplete.

7 66. Defendants knowingly and intentionally issued wage statements that were inaccurate and
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
9 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 67. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
11 costs.

12 **SEVENTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **By Plaintiff Against All Defendants**

15 68. Plaintiff incorporates by reference the paragraphs above.

16 69. Labor Code sections 201 and 202 require that an employer provide an employee with all
17 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
18 employee's resignation.

19 70. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
22 thirty days.

23 71. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
24 conclusion of employment.

25 72. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
26 and costs.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 73. Plaintiff incorporates by reference the paragraphs above.

5 74. Defendants' conduct described herein constitutes unfair competition.

6 75. Specifically, Defendants have gained an unfair advantage over other similarly situated
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
8 owed.

9 76. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
10 wrongfully withheld wages.

11 77. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **NINTH CAUSE OF ACTION**

13 **Violation of California Government Code § 12940 et seq. – Discrimination based on Disability**

14 **By Plaintiff Against All Defendants**

15 78. Plaintiff incorporates by reference the paragraphs above.

16 79. Government Code § 12940(a) prohibits an employer from discriminating against an
17 employee in compensation or in terms, conditions, or privileges of employment because of the
18 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
19 condition" or "sex."

20 80. During their employment with Defendants, Plaintiff was subjected to discrimination based
21 on their disability.

22 81. Plaintiff was subjected to discrimination based on their disability (described supra).

23 82. Plaintiff was on medical leave for depression. Defendants terminated Plaintiff while on
24 medical leave citing job abandonment.

25 83. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
26 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
27 below.

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1 **TENTH CAUSE OF ACTION**

2 **Violation of Government Code § 12940(m) - Failure to Accommodate Disability**

3 **By Plaintiff Against All Defendants**

4 84. Plaintiff incorporates by reference the paragraphs above.

5 85. At all relevant times herein, Plaintiff was an individual with a disability as defined by
6 FEHA.

7 86. FEHA requires an employer to make reasonable accommodations for the known disabilities
8 of employees to enable them to perform a position's essential functions, unless doing so would
9 produce undue hardship to the employer's operations. Govt. Code §12940(m).

10 87. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
11 accommodations, as set forth herein.

12 88. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
13 with their disability.

14 89. Defendants, and each of them, failed and refused to grant reasonable accommodations, as
15 required by law, to Plaintiff (described supra).

16 90. The actions of Defendants against Plaintiff constitutes unlawful failure to accommodate a
17 disability, in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as
18 stated below.

19 **ELEVENTH CAUSE OF ACTION**

20 **Violation of California Government Code § 12940 (n) – Failure to Engage in the Interactive**

21 **Process**

22 **By Plaintiff Against All Defendants**

23 91. Plaintiff incorporates by reference the paragraphs above.

24 92. At all relevant times herein, Plaintiff was individuals with a disability as defined by FEHA.

25 93. Govt. Code §12940(n) requires employers to engage in a timely, good faith, interactive
26 process with an employee to determine effective reasonable accommodations if an employee with a
27 disability so requests. The interactive process is the key mechanism for facilitating the integration of
28

1 disabled employees in the workplace and liability may be imposed on the employer for failing to
2 engage in the process.

3 94. As a result of Plaintiff's disability, Plaintiff was in need of certain reasonable
4 accommodations, as set forth herein.

5 95. Defendants were on notice of Plaintiff's need for reasonable accommodations in connection
6 with their disability.

7 96. Despite having notice of Plaintiff's disability and need for accommodations, Defendants
8 engaged in unlawful employment practices when they failed and refused to engage in the interactive
9 process (described supra).

10 97. The actions of Defendants against Plaintiff constitutes unlawful failure to engage in the
11 interactive process, in violation of FEHA. Such violations were a proximate cause in Plaintiff's
12 damage as stated below.

13 **TWELFTH CAUSE OF ACTION**

14 **Violation of California Government Code § 12940 (h) - Retaliation**

15 **By Plaintiff Against All Defendants**

16 98. Plaintiff incorporates by reference the paragraphs above.

17 99. Government Code § 12940(h) makes it unlawful for an employer to discriminate against any
18 employee who opposes or makes a complaint for practices forbidden by FEHA.

19 100. Plaintiff engaged in protected activity under § 12940(h) as set forth herein.

20 101. Defendants retaliated against Plaintiff in violation of California Government Code §
21 12940(h).

22 102. The actions of Defendants against Plaintiff constitute unlawful retaliation, in violation of
23 FEHA. Such violations were a proximate cause in Plaintiff's damage as stated below.

24 **THIRTEENTH CAUSE OF ACTION**

25 **Violation of California Government Code § 12940 (m)(2) – Retaliation for Requesting**
26 **Accommodation**

27 **By Plaintiff Against All Defendants**

28 103. Plaintiff incorporates by reference the paragraphs above.

1 104. At all times hereto, the FEHA was in full force and effect and was binding upon Defendants
2 and each of them.

3 105. Government Code § 12940(m)(2) prohibits an employer from retaliating or otherwise
4 discriminating against a person for requesting accommodations, regardless of whether the request
5 was granted.

6 106. As detailed above, Plaintiff engaged in protected activity by requesting accommodations in
7 connection with their medical condition.

8 107. Defendants retaliated against Plaintiff in violation of FEHA by harassing Plaintiff in
9 connection with their request for accommodations. Such violations were a proximate cause in
10 Plaintiff's damage as stated below.

11 **FOURTEENTH CAUSE OF ACTION**

12 **Wrongful Termination in Violation of Public Policy**

13 **By Plaintiff Against All Defendants**

14 108. Plaintiff incorporates by reference the paragraphs above.

15 109. At all times mentioned in this complaint, it was a fundamental policy of the State of
16 California that Defendants cannot discriminate and/or retaliate against any employee on the basis of
17 race, national origin, ancestry, physical disability, mental disability, medical condition, sex, and/or
18 engagement in protected activity.

19 110. Based on the actions described above, Defendants terminated Plaintiff for engaging in
20 protected activity.

21 111. Defendants actions were in violation of California Public Policy.

22 112. As a proximate result of the acts of Defendants, and each of them, Plaintiff has suffered and
23 will continues to suffer damages, as stated below.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

26 **First Cause of Action**

- 27 1. Damages and/or penalties pursuant to Labor Code section 226.7
28 2. Interest

- 1 3. Attorneys' fees
2 4. Costs
3 5. Other relief the court deems proper

4 Second Cause of Action

- 5 1. Damages and/or penalties pursuant to Labor Code section 226.7
6 2. Interest
7 3. Attorneys' fees
8 4. Costs
9 5. Other relief the court deems proper

10 Third Cause of Action

- 11 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
12 2. Liquidated damages
13 3. Interest
14 4. Attorneys' fees
15 5. Costs
16 6. Other relief the court deems proper

17 Fourth Cause of Action

- 18 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
19 2. Interest
20 3. Attorneys' fees
21 4. Costs
22 5. Other relief the court deems proper

23 Fifth Cause of Action

- 24 1. Reimbursement of all work-related expenses
25 2. Attorneys' fees
26 3. Costs
27 4. Other relief the court deems proper

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1 Sixth Cause of Action

- 2 1. Penalties pursuant to Labor Code section 226
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6 Seventh Cause of Action

- 7 1. Penalties pursuant to Labor Code section 203
8 2. Attorneys' fees
9 3. Costs
10 4. Other relief the court deems proper

11 Eighth Cause of Action

- 12 1. Restitution of all wrongfully withheld wages
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16 Ninth to Thirteenth Cause of Action

- 17 5. Compensatory damages
18 6. Punitive damages
19 7. Attorneys' fees
20 8. Costs
21 9. Other relief the court deems proper

22 Fourteenth Cause of Action

- 23 1. Back pay and front pay
24 2. Interest on the above amounts
25 3. Compensatory damages
26 4. Punitive damages
27 5. Attorneys' fees
28 6. Costs

1 7. Other relief the court deems proper

2
3 DATED: January 23, 2025

FRONTIER LAW CENTER

4 /s/ Daniel Ginzburg

DANIEL GINZBURG

5 Attorneys for Plaintiff
6 EDGAR GUSTOVA CALDERON
7 ORELLANA,
8 individually and on behalf of all others
9 similarly situated