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May 22, 2025

File No. 777

VIA INTERNET UPLOAD

Director
Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(95890710527019730860281)

Hootan Roosta
President/CEO
Telnet, Inc.
7630 Standish Place
Rockville, Maryland 20855

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(95890710527019730860298)

President/CEO
DISH NETWORK CALIFORNIA SERVICE CORPORATION
9601 South Meridian Blvd.
Englewood, Colorado 80112

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973086104)

President/CEO
DISH NETWORK L.L.C.
9601 South Meridian Blvd.
Englewood, Colorado 80112

Re: *Kotter, et al. v. Telnet Inc., et al.*

Dear Sir or Madam:

This office represents Kristopher Koetter and aggrieved employees employed by the above-named employer pursuant to California Labor Code §§ 2699, *et seq.* Accordingly, we are informing you of our representation and ask that all communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code §§ 2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE.

This intended representative action seeks penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference as though set forth herein.

II. § 2699, et seq., LABOR CODE VIOLATIONS.

Our client has numerous legal claims against the abovementioned parties. In summary, Plaintiff is informed and believes and therefore alleges that Defendants issued confusing wage and earning statements to the Plaintiff, unlawfully underpaid paid overtime compensation, failed to reimburse employee work related expenses, failed to pay meal break premiums, failed to pay regular minimum wages, among other claims.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include all California Labor Code provisions in California including but not limited to violations of Labor Code subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, 1198.5, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections

3073.6, 6310, 6311, 6399.7, and the Labor Code provisions specified in the enclosed draft complaint.

Please take notice, if Defendant maintains that any of the named Plaintiff's claims lack merit, provide all facts in support of your contention within 30 days of the date of this letter. Otherwise, Plaintiff will presume the claims asserted herein have merit and will proceed accordingly.

III. § 2810.3 JOINT EMPLOYER CLAIMS.

Labor Code § 2810.3 states that a "client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor... for ... The payment of wages." Plaintiffs allege that Defendant TELNET INC. is and during all times relevant was a "labor contractor" and that the foregoing entity Defendants (other than TELNET INC.) were "client employers" within the meaning of Labor Code § 2810.3. Upon information and belief, and based thereon, Plaintiffs allege all or some of the abovementioned Defendants fall within the scope of Labor Code § 2810.3(b) because each entity exercised sufficient control over the employees' making them joint employers. This letter is being sent to comply with Labor Code § 2810.3(d).

IV. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code § 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

Thomas D. Rutledge
/s/Thomas D. Rutledge

Enclosure

Cc: Kristopher Koetter (via e-mail)

ENCLOSURE 1

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7 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF SAN DIEGO

10 KRISTOPHER KOETTER, an)
11 individual, on behalf of himself, the State)
12 of California, and aggrieved employees)
13 pursuant to the Private Attorneys General)
14 Act (PAGA))

15 Plaintiffs,

16 vs.

17 TELNET, INC., a Maryland corporation;)
18 HOOTAN ROOSTA, an individual; and)
19 DOES 1 through 50,)

20 Defendants.)
21)
22)
23)
24)
25)
26)
27)
28)

Case No.:

**COMPLAINT VIA THE PAGA
FOR:**

1. Failure to pay
Minimum/Regular/Vacation
Wages;
2. Failure to Pay State Overtime;
3. Failure to Pay Wages Timely;
4. Failure to Comply with Meal
and Rest Break Laws;
5. Failure to Provide Accurate
Wage Statements;
6. Failure to Provide and
Maintain Records;
7. Failure to Reimburse
Expenses;
8. Violations of Various
Miscellaneous Provisions of the
Labor Code via the PAGA;
and
9. Wrongful Discharge.

1 Plaintiff KRISTOPHER KOETTER, on behalf of himself, the State of
2 California, and acting for the interests of other current and former employees
3 (“Aggrieved Employees” or “Plaintiffs”), allege the following:

4 **NATURE OF THE ACTION**

5 1. This is a representative action under the Private Attorneys General Act
6 (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.* in which Plaintiffs are
7 seeking civil penalties on behalf of the State of California for all Aggrieved
8 Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

9 **JURISDICTION AND VENUE**

10 2. Pursuant to Article VI, § 10 of the California Constitution, subject matter
11 jurisdiction is proper in the Superior Court of California, County of San Diego, State
12 of California because Plaintiffs allege claims arising under California law.

13 3. This Court has jurisdiction over the Defendants because each is an
14 association, corporation, business entity, or individual that conducts substantial
15 business in the State of California.

16 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
17 proper in the Superior Court of California for the County of San Diego because
18 Defendants are doing business in the County of San Diego, California, the misconduct
19 occurred in the County of San Diego, and because PAGA enforcement actions are not
20 limited to the county in which Aggrieved Employees performed work. *See Crestwood*
21 *Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069, 1075 (2021) (in a
22 PAGA action, a plaintiff is not limited to the county in which he or she performed
23 work).

24 **THE PARTIES**

25 5. The State of California is the real party in interest in a PAGA action. *Kim*
26 *v. Reins Int’l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on
27 whose behalf the plaintiff files suit is always the real party in interest.”)

28 6. Plaintiff KRISTOPHER KOETTER is an individual and resident of

1 California, County of San Diego.

2 7. Defendant TELNET, INC. is a Delaware corporation doing business in
3 California.

4 8. Defendant HOOTAN ROOSTA is an individual who is believed to reside
5 in Maryland and is and was Defendant TELNET, INC.'s corporate officer/managing
6 agent and, as such, this Defendant is believed to be an "other person acting on behalf
7 of an employer" within the meaning of Labor Code §§ 558 and 558.1.

8 9. The true names and capacities, whether individual, corporate, associate or
9 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
10 Plaintiffs at this time. Plaintiffs therefore sues said Defendants by such fictitious names
11 pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave
12 to amend this Complaint to allege the true names and capacities of DOES 1 through 50
13 when their names are ascertained. Plaintiffs are informed and believe, and based
14 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs
15 for the events and actions alleged herein.

16 10. Unless otherwise specified by name, the named Defendants and DOES 1
17 through 50 will be collectively referred to as "Defendants" and/or "Defendants."

18 11. Plaintiffs are informed and believe, and based thereon allege, that each
19 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
20 ego for each of the other Defendants and each were co-conspirators with respect to the
21 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
22 the other pursuant to the conspiracy and in proximate connection with the other
23 Defendant(s).

24 12. Plaintiffs are informed and believe, and based thereon allege, that each
25 Defendant was acting partly within and partly without the scope and course of their
26 employment, and was acting with the knowledge, permission, consent, and ratification
27 of every other Defendant.

28 13. Plaintiffs are informed and believe, and based thereon allege that each of

1 the Defendants was an agent, managing general partner, managing member, owner, co-
2 owner, partner, employee, and/or representative of each of the Defendants and was at
3 all times material hereto, acting within the purpose and scope of such agency,
4 employment, contract and/or representation, and that each of them is jointly and
5 severally liable to Plaintiffs.

6 14. Plaintiffs are informed and believe, and based thereon allege that each of
7 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
8 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
9 ego, based in part, on the facts set forth below.

10 15. Plaintiffs are informed and believe, and based thereon allege, that each
11 of the named Defendants are part of an integrated enterprise and have acted or
12 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
13 making each of them liable for the wage and hour violations alleged herein.

14 16. Plaintiffs are informed and believe, and therefore allege, that one, more
15 than one, or each of the named Defendants are liable to the Plaintiffs under legal
16 theories and doctrines including but not limited to (1) the common law joint employer
17 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
18 Defendants worked as the central hub to an overall business operation by which the
19 interrelationship between these Defendants makes each of the Defendants liable for
20 the wage and hour violations alleged herein.

21 17. Plaintiffs are informed and believe, and based thereon allege, that DISH
22 NETWORK CALIFORNIA SERVICE CORPORATION/DISH NETWORK L.L.C.
23 were “Client employer[s]” within the meaning of Labor Code § 2810.3(a)(1)(A) and,
24 as such, are jointly liable pursuant to Labor Code § 2810.3.

25 18. More than 30 days before the filing of this Complaint, Plaintiffs gave
26 notice to DISH NETWORK CALIFORNIA SERVICE CORPORATION/DISH
27 NETWORK L.L.C. pursuant to Labor Code § 2810.3(b).

28 19. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the

1 claims alleged in this Complaint against the abovementioned entities pursuant to
2 Labor Code § 2810.3, *et seq.* at their discretion.

3 **GENERAL ALLEGATIONS**

4 20. Defendants are in the staffing agency business loaning employees to
5 different businesses in California. *See* <https://www.telnnet-inc.com>.

6 21. From on or about November 8, 2024, Defendants employed the named
7 Plaintiff and misclassified him as an exempt worker in California until Defendants
8 wrongfully terminated the Plaintiff on or about December 27, 2024 without paying
9 Plaintiff all wages to which Plaintiff had a right to receive in a timely manner in an
10 amount to be proven at trial.

11 22. The named Plaintiff is an “aggrieved employee” because Defendants
12 employed Plaintiff in California and Plaintiff experienced one or more of the alleged
13 Labor Code violations committed against the Plaintiff, and therefore the named
14 Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all
15 violations committed against the Aggrieved Employees, who are also aggrieved
16 employees as defined by Labor Code § 2699(c).

17 23. California law provides that an aggrieved employee may file a
18 representative action under the PAGA against an employer for civil penalties in
19 connection with violations of the Labor Code and Wage Order.

20 24. On information and belief, current and former employees of Defendants
21 suffered from Defendants’ Labor Code violations.

22 **Unpaid Minimum/Regular Wages.**

23 25. During all times relevant, Plaintiffs are informed and believe and based
24 thereon allege that pursuant to company policies and/or practices and/or directions
25 implemented and enforced by Defendants, that Defendants failed to pay Aggrieved
26 Employees all their regular/minimum wages, in an amount to be proven at trial.

27 26. This claim is premised on Defendants’ misclassification of the named
28 Plaintiff as an exempt employee.

1 27. Defendants employed the named Plaintiff in various capacities and gave
2 him lofty titles, such as a “Construction Manager,” “Lead Construction Manager,”
3 and “Project Manager,” but Plaintiff was nothing of the sort.

4 28. Defendants classified the named Plaintiff as a salaried employee, and
5 failed to track his hours worked, denied him overtime compensation, and failed to
6 provide compliant meal and rest breaks, yet the named Plaintiff fell under none of the
7 exemptions recognized under California law, including but not limited to the
8 executive, administrative, or professional exemptions.

9 29. Plaintiff did not manage two or more employees, did not have authority
10 to hire or fire, did not customarily and regularly exercise independent discretion and
11 judgment on matters of significance, and spent the vast majority of his time
12 performing manual, non-exempt work, such as inspecting sites, coordinating
13 subcontractors, filling out jobsite paperwork, transporting materials, working with his
14 hands, among other tasks.

15 30. The named Plaintiff’s primary duties were routine and operational, not
16 managerial or supervisory in nature.

17 31. Despite his non-exempt duties, Defendants failed to pay Plaintiff and
18 other similarly situated Aggrieved Employees all regular hours worked in an amount
19 to proven at trial.

20 32. Further, by law, an exempt employee must be paid on a "salary basis,"
21 which means they must receive a fixed salary not subject to reduction due to
22 variations in quality or quantity of work performed.

23 33. Under federal law, 29 C.F.R. § 541.602(a) provides, "An exempt
24 employee must receive the full salary for any week in which the employee performs
25 any work without regard to the number of days or hours worked..."

26 34. Under California law, the California Division of Labor Standards
27 Enforcement (DLSE) explicitly prohibits deductions from an exempt employee’s
28 salary for lack of work due to employer or operational reasons: “If an exempt

1 employee works any part of a workweek, he or she must be paid the full salary for
2 that workweek, regardless of the number of days or hours worked, except as provided
3 in section 51.6.10. An employee is not paid on a salary basis if deductions from pay
4 are made for absences occasioned by the employer or by the operating requirements
5 of the business.” DLSE Enforcement Manual, § 51.6.9.

6 35. Despite the foregoing law, Defendants unlawfully deducted money from
7 the named Plaintiff’s earned salary.

8 36. For example, Defendants wrote Plaintiff an email that said, “We noticed
9 that you had worked less than 8 hours for the period of 02/1-02/15. Since we have not
10 made any salary deduction for less working hours on 02/29 paycheck, but just wanted
11 to know the reason for it. Below are the dates for your reference.” (Email of Feb. 28,
12 2024 from Ram Jat).

13 37. By way of further example, Defendants also wrote Plaintiff an email that
14 said, “there will be a salary deduction for any non-working day. This paycheck is less
15 as we deducted your salary for one day (08/16) as you didn't work on that [sic].”
16 (Email of Sep. 17, 2024 from Ram Jat).

17 38. Similarly, Defendants also wrote Plaintiff an email that said, “Thank you
18 for letting me know. Just wanted to update you that we already used your accrued sick
19 hours, there will be a salary deduction for any non-working day.” (Email of August
20 20, 2024 from Ram Jat).

21 39. Likewise, Defendants also wrote Plaintiff an email that said,
22 “SHORTAGE OF HOURS ENTERD [sic] IN TIMESHEETWRNGLY [sic]
23 \$2,039.44” indicating that Defendants deducted \$2,039.44 from the named Plaintiff’s
24 pay. (Email of Mar. 12, 2024 from Mike Dorranean).

25 40. Based on the foregoing admissions and the evidence contained in the
26 named Plaintiff’s personnel file, Defendants underpaid the named Plaintiff earned
27 wages in violation of the Labor Code and applicable local law.

28 41. These are a few of many examples where Defendants failed to pay

1 wages.

2 **Unpaid Overtime.**

3 42. During all times relevant, Plaintiffs allege that pursuant to company
4 policies and/or practices and/or directions implemented and enforced by Defendants,
5 that Defendants underpaid overtime, failed to pay overtime, or both to Aggrieved
6 Employees.

7 43. This claim is premised on the above allegations.

8 44. Despite the named Plaintiff's non-exempt duties, Defendants failed to
9 pay Plaintiff and other similarly situated Aggrieved Employees all regular hours
10 worked, overtime wages for hours worked more than eight (8) hours per day or forty
11 (40) per week, in violation of Labor Code §§ 510 and 1194 in an amount to proven at
12 trial.

13 **Meal and Rests Break Claims.**

14 45. During all times relevant, Plaintiffs allege that pursuant to company
15 policies and/or practices and/or directions implemented and enforced by Defendants,
16 that Defendants failed to permit Aggrieved Employees to take all their compliant off-
17 duty meal and rest breaks during the required timeframe as required by law and failed
18 to pay them premium pay in lieu thereof, in an amount to be proven at trial.

19 46. This claim is premised on the above allegations.

20 47. Further, Defendants prevented the named Plaintiff and Aggrieved
21 Employees from taking all their uninterrupted rest breaks to which they had the right
22 to enjoy in an amount to be proven at trial, and Defendants failed to pay them
23 premium pay as required under California law. *See Augustus v. ABM Security*
24 *Services*, 2 Cal. 5th 257 (2016).

25 48. Despite his non-exempt duties, Defendants failed to pay Plaintiff and
26 other similarly situated Aggrieved Employees all meal break premiums in an amount
27 to proven at trial.

1 **Unreimbursed Work-Related Expense Claims.**

2 49. During all times relevant, Plaintiffs allege that pursuant to company
3 policies and/or practices and/or directions implemented and enforced by Defendants,
4 that Defendants failed to reimburse Aggrieved Employees for work-related expenses
5 in violation of California law.

6 50. In particular, Plaintiffs maintain that Defendants failed to reimburse the
7 named Plaintiff and Aggrieved Employees who worked remotely for their home
8 internet expenditures, cell phone, supplies, office furniture, among other items.

9 51. Despite incurring work-related expenses, Defendants failed to pay
10 Plaintiff and other similarly situated Aggrieved Employees for all work-related
11 expenditures in an amount to proven at trial.

12 **Erroneous Wage Statements in Violation of Labor Code § 226.**

13 52. During all times relevant, Plaintiffs allege that pursuant to company
14 policies and/or practices and/or directions implemented and enforced by Defendants,
15 that Defendants failed to issue lawful wage and earning statements to Aggrieved
16 Employees.

17 53. This claim is premised, in part, on Defendants' failure to issue wage and
18 earning statements to the named Plaintiff and Aggrieved Employees that provide the
19 "rate of pay and the total hours worked for each temporary services assignment" as
20 required by subdivision (a)(9) of Labor Code 226 because Plaintiffs are informed and
21 believe that Defendant was a "Labor contractor" within the meaning of Labor Code §
22 2810.3(a)(3) and Defendant sent Plaintiffs to work for DISH NETWORK
23 CALIFORNIA SERVICE CORPORATION/DISH NETWORK L.L.C., "Client
24 employer[s]" within the meaning of Labor Code § 2810.3(a)(1)(A).

25 54. This claim is also premised on Defendants' failure to pay wages in a
26 lawful manner as described above, making the wage statements it issued to Aggrieved
27 Employees inaccurate in violation of Labor Code 226.

1 **Derivative PAGA Claims.**

2 55. During all times relevant, Plaintiffs allege that pursuant to company
3 policies and/or practices and/or directions implemented and enforced by Defendants,
4 that Defendants failed to pay Aggrieved Employees their final paychecks immediately
5 upon involuntary termination or within 72 hours of voluntary separation, and/or
6 Defendants did not pay all final wages at the location of employment, and/or said
7 final paychecks did not include all wages due to the employee in violation of
8 California law.

9 56. In California, staffing agencies—also known as temporary services
10 employers—are required to pay their employees on a weekly basis, regardless of
11 whether those employees are salaried or hourly. *See* Labor Code § 201.3.

12 57. As to the named Plaintiff's Labor Code §§ 201.3 and 203 claims, the
13 named Plaintiff specifically alleges that Defendants did not pay Plaintiff all wages to
14 which the Plaintiff had the right to receive in a timely manner, especially not on a
15 weekly basis, in an amount to be proven at trial.

16 58. To date, Plaintiffs are informed and believe, and therefore allege that
17 Defendants have not paid the named Plaintiff and Aggrieved Employees all wages
18 due and payable, in an amount to be proven at trial in violation of Labor Code §§
19 201.3, 203, and 256 via PAGA.

20 59. Based on the foregoing, Plaintiffs seek the remedies set forth in this
21 Complaint.

22 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

23 60. This is a representative action filed pursuant to PAGA, §§ 2698, 2699
24 that generally consists of the following group:

25 **All current or former employees who worked for the**
26 **Defendants in the state of California from May 22, 2024 to**
27 **the present.**

28 61. All members of the represented group are referred to as the “Aggrieved

1 Employees.”

2 62. The “PAGA Period” means from **May 22, 2025** to the present.

3 63. California law provides that an employee may file an action against an
4 employer for penalties in connection with violations of the Labor Code and Wage
5 Orders provided the aggrieved employee file an action on behalf of him or herself and
6 similarly situated current and former employees.

7 64. At all material times, Defendants and DOES 1 through 50 were and/or
8 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
9 Employees’ employer, within the meaning of California Labor Code § 558, and, as
10 such, are subject to penalties for each underpaid employee as set for in Labor Code §
11 558.

12 65. As set forth in further detail below, based on the analysis and
13 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent letters to the
14 California Labor and Workforce Development Agency (LWDA) and to Defendants
15 informing Defendants of their claims and intent to pursue litigation.

16 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

17 66. As to penalty claims under the PAGA, on **May 22, 2025**, Plaintiffs, via
18 counsel, sent correspondence to the LWDA (via online filing) and Defendants via
19 certified U.S. Mail indicating that Plaintiffs intend to pursue the claims alleged in this
20 Complaint.

21 67. The statutory waiting period for the above letters HAS NOT expired
22 and the LWDA did not serve notice of its intent to assume jurisdiction over the
23 applicable penalty claims or provide notice as set forth in Labor Code §
24 2699.3(a)(2)(A) within the statutory period.

25 68. Therefore, Plaintiffs have NOT exhausted Plaintiffs’ administrative
26 remedies to pursue claims and remedies as authorized by the PAGA.

27 69. The Causes of Action alleged herein are appropriately suited for a
28 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 1 a. This action involves allegations of violations of provisions
2 of the California Labor Code that provide for a civil penalty
3 to be assessed and collected by the LWDA or any
4 departments, divisions, commissions, boards, agencies, or
5 employees;
6 b. Plaintiffs are “aggrieved employees” because Plaintiffs were
7 employed by the alleged violator and had one or more of the
8 Labor Code violations alleged on this Complaint committed
9 against them; and
10 c. Plaintiffs have satisfied the procedural requirements of
11 Labor Code § 2699.3, as set forth above.

12 **FIRST CAUSE OF ACTION**

13 **Individual and Representative Claim for Civil Penalties**

14 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

15 **Failure to Pay Local/State Minimum/Regular Wages**

16 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1811,**

17 **1198, and the applicable Industrial Welfare Commission (IWC)**

18 **Wage Order, and Where applicable the Local Min. Wage Ordinance**

19 **(Against all Defendants)**

20 70. Plaintiffs reallege and incorporate by reference the foregoing allegations,
21 as though set forth herein.

22 71. Pursuant to Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1197.1,
23 and 1198, it is unlawful for a California employer to suffer or permit an employee to
24 work without paying wages for all hours worked, as required by the applicable IWC
25 Wage Order.

26 72. During all times relevant, Defendants were required to pay Plaintiffs and
27 other Aggrieved Employees their respective hourly rate for all hours worked and/or
28 minimum wages per state law or applicable local law.

1 73. During all times relevant, at least one of the IWC Wage Orders applied
2 to Plaintiffs' employment with Defendants.

3 74. Pursuant to the applicable Wage Order, "hours worked" include the time
4 during which an employee is "suffered or permitted to work, whether or not required
5 to do so."

6 75. Under state and, where appropriate, local law, every employer must pay
7 each nonexempt employee minimum wages. (*See, e.g.*, Los Angeles County
8 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

9 76. Plaintiffs seek to recover penalties pursuant to the PAGA from the
10 Defendants for violations of the foregoing laws during the proposed PAGA Period.

11 77. Labor Code § 1194 subdivision (a) permits an action to recover wages
12 because of the payment of a wage less than the minimum wage "applicable to the
13 employee" including attorneys' fees, costs, and interest.

14 78. At all material times, Defendants were and/or are Aggrieved Employees'
15 employers or persons acting on behalf of Aggrieved Employees' employer, within the
16 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil
17 penalties for each underpaid employee as set for in Labor Code § 558.

18 79. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
19 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
20 period for the initial violation and two hundred (\$200.00) for each aggrieved
21 employee per pay period for each subsequent violation in which Defendants violated
22 the minimum wage and/or regular wage provisions of the Labor Code, including but
23 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1194.2, 1197, and 1198
24 the exact amount of the applicable penalty is all in an amount to be shown according
25 to proof at trial.

26 80. For the reasons alleged herein, Plaintiffs seek all available remedies
27 pursuant to the PAGA all in an amount to be shown according to proof at trial.
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1 Defendants for violations of the foregoing overtime laws during the proposed PAGA
2 Period.

3 88. At all material times, Defendants were and/or are Aggrieved Employees'
4 employers or persons acting on behalf of Aggrieved Employees' employer, within the
5 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to
6 penalties for each underpaid employee as set for in Labor Code § 558.

7 89. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
8 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
9 period for the initial violation and two hundred (\$200.00) for each aggrieved
10 employee per pay period for each subsequent violation in which Defendants violated
11 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
12 and 1194, the exact amount of the penalties sought is in an amount to be shown
13 according to proof at trial.

14 90. For the reasons alleged herein, Plaintiffs seek all available remedies
15 pursuant to the PAGA all in an amount to be shown according to proof at trial.

16 **THIRD CAUSE OF ACTION**

17 **Individual and Representative Claim for Civil Penalties**

18 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

19 **Failure to Timely Pay Earned Wages in Violation of California**

20 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**

21 **218.5, 218.6, 256, 1198, and the applicable Wage Order**

22 (Against all Defendants)

23 91. Plaintiffs reallege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 92. Pursuant to Labor Code § 201, "If an employer discharges an employee,
26 the wages earned and unpaid at the time of discharge are due and payable
27 immediately."

28 93. Pursuant to Labor Code § 201.3, temporary employment agencies must

1 pay temporary employees weekly.

2 94. Pursuant to Labor Code § 202, “If an employee not having a written
3 contract for a definite period quits his or her employment, his or her wages shall
4 become due and payable not later than 72 hours thereafter, unless the employee has
5 given 72 hours previous notice of his or her intention to quit, in which case the
6 employee is entitled to his or her wages at the time of quitting.”

7 95. Labor Code § 203 provides, in pertinent part: “If an employer willfully
8 fails to pay, without abatement or reduction, ... any wages of an employee who is
9 discharged or who quits, the wages of the employee shall continue as a penalty from
10 the due date thereof at the same rate until paid or until an action therefore is
11 commenced; but the wages shall not continue for more than 30 days. ...”

12 96. Pursuant to Labor Code § 204, “all wages ... earned by any person in
13 any employment are due and payable twice during each calendar month, on days
14 designated in advance by the employer as the regular paydays.”

15 97. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
16 employee during any calendar week and prior to or on the regular payday shall be
17 paid for not later than the regular payday of the employer for such weekly-paid
18 employee falling during the following calendar week.”

19 98. Defendants did not properly pay Plaintiff and potentially other
20 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 201.3,
21 202, 204 and/or 204b and thereby Plaintiffs seek the remedies sought in this
22 Complaint.

23 99. At all material times, Defendants and DOES 1 through 50 were and/or
24 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
25 Employees’ employer, within the meaning of California Labor Code § 558, and, as
26 such, are subject to penalties for each underpaid employee as set for in Labor Code §
27 558.

28 100. Plaintiffs seek to recover penalties pursuant to the PAGA from the

1 Defendants for any violations of the foregoing Labor laws during the proposed PAGA
2 Period.

3 101. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
4 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
5 period for the initial violation and two hundred (\$200.00) for each aggrieved
6 employee per pay period for each subsequent violation in which Defendants violated
7 Labor Code §§ 201, 201.3, 202, 203, 204, 204b, and 256.

8 102. For the reasons alleged herein, Plaintiffs seek all available remedies
9 pursuant to the PAGA all in an amount to be shown according to proof at trial.

10 **FOURTH CAUSE OF ACTION**

11 **Individual and Representative Claim for Civil Penalties**

12 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

13 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
14 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

15 (Against all Defendants)

16 103. Plaintiffs reallege and incorporate by reference the foregoing allegations
17 as though set forth herein.

18 104. Plaintiffs seek to recover penalties pursuant to the PAGA from the
19 Defendants for any violations of Labor Code §§ 226.7, 512, and 1198 during the
20 proposed PAGA Period.

21 105. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
24 pay period for each subsequent violation in which all culpable Defendants violated
25 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
26 an amount to be shown according to proof at trial.

27 106. For the reasons alleged herein, Plaintiffs seek all available remedies
28 pursuant to the PAGA all in an amount to be shown according to proof at trial.

1 **FIFTH CAUSE OF ACTION**

2 **Individual and Representative Claim for Civil Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

4 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

5 **and the applicable IWC Wage Order**

6 (Against all Defendants)

7 107. Plaintiffs reallege and incorporate by reference the foregoing allegations
8 as though set forth herein.

9 108. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
10 pertinent part, that every employer shall, “semimonthly or at the time of each
11 payment of wages, shall furnish to his or her employees, either as a detachable part of
12 the check, draft, or voucher paying the employee's wages, or separately if wages are
13 paid by personal check or cash, an accurate itemized statement in writing showing (1)
14 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
15 piece-rate units earned and any applicable piece rate if the employee is paid on a
16 piece-rate basis, (4) all deductions, provided that all deductions made on written
17 orders of the employee may be aggregated and shown as one item, (5) net wages
18 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of his or her social security
20 number..., (8) the name and address of the legal entity that is the employer. . . , and
21 (9) all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee and, beginning July 1,
23 2013, if the employer is a temporary services employer as defined in Section 201.3,
24 the rate of pay and the total hours worked for each temporary services assignment. . .”
25 (Labor Code § 226 subdivision (a).)

26 109. Plaintiffs seek to recover penalties pursuant to the PAGA from the
27 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during
28 the proposed PAGA Period.

110. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

111. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties

For Failure to Maintain Required Records in Violation of California

Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198

(Against All Defendants)

112. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

113. Section 7 of the typical Wage Order requires every employer to maintain time and payroll records.

114. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code § 1174 for failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number hours worked by the Plaintiffs.

115. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

116. For the reasons alleged herein, Plaintiffs seek all available remedies

1 pursuant to the PAGA all in an amount to be shown according to proof at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **Individual and Representative Claim for Civil Penalties**

4 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

5 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of**
6 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

7 (Against all Defendants)

8 117. Plaintiffs reallege and incorporate by reference the foregoing allegations
9 as though set forth herein.

10 118. California Labor Code § 2802 requires employers to indemnify their
11 employees for expenses and losses incurred while discharging their duties or
12 obedience to the directions of their employer.

13 119. California Labor Code § 2804 prohibits waiver of this statutory right.

14 120. Plaintiffs seek to recover penalties pursuant to the PAGA from the
15 Defendants for any violations of Labor Code § 2802 for failing to reimburse
16 employees for work-related expenses.

17 121. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
18 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
19 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
20 pay period for each subsequent violation in which all culpable Defendants violated
21 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
22 of the applicable penalty is all in an amount to be shown according to proof at trial.

23 122. For the reasons alleged herein, Plaintiffs seek all available remedies
24 pursuant to the PAGA all in an amount to be shown according to proof at trial.

EIGHTH CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties Under California Labor Code §§ 2698, 2699, *et seq.* for

Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, §§ 351-356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

123. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

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

1 125. Plaintiffs seek to recover penalties pursuant to the PAGA from the
2 Defendants for any violations of the foregoing Labor Codes.

3 126. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
4 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
5 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
6 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
7 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
8 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351-356, and 403,
9 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
10 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
11 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
12 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections
13 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
14 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
15 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
16 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
17 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
18 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
19 6310, 6311, and 6399.7.

20 127. Labor Code § 558 establishes a civil penalty as follows: Any employer
21 or other person acting on behalf of an employer who violates, or causes to be violated,
22 a section of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission (including the “Hours and Days of Work”
24 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
25 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
26 which the employee was underpaid in addition to an amount sufficient to recover
27 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
28 each underpaid employee for each pay period for which the employee was underpaid

1 in addition to an amount sufficient to recover underpaid wages; and (3) wages
2 recovered pursuant to this section shall be paid to the affected employee.

3 128. Plaintiffs seek penalties for Defendants' conduct as alleged herein as
4 permitted by law all in an amount to be shown according to proof at trial.

5 129. As to Plaintiffs' sick leave claims, Defendants wrote Plaintiff an email
6 that said, "Per your offer letter, you are not eligible for paid sick leave." (Email of
7 3/20/24 from Mike Dorrnanian).

8 130. Based on the foregoing admission and the evidence contained in the
9 named Plaintiff's personnel file, Defendants violated, among other things, the sick
10 pay laws governed by the Labor Code and applicable local law.

11 131. As to Plaintiffs' unlawful deduction claims, Defendants wrote the named
12 Plaintiff an email that said, "We noticed that you had worked less than 8 hours for the
13 period of 02/1-02/15. Since we have not made any salary deduction for less working
14 hours on 02/29 paycheck, but just wanted to know the reason for it. Below are the
15 dates for your reference." (Email of Feb. 28, 2024 from Ram Jat).

16 132. As to Plaintiffs' unlawful deduction claims, Defendants also wrote the
17 named Plaintiff an email that said, "there will be a salary deduction for any non-
18 working day. This paycheck is less as we deducted your salary for one day (08/16) as
19 you didn't work on that [sic]." (Email of Sep. 17, 2024 from Ram Jat).

20 133. As to Plaintiffs' unlawful deduction claims, Defendants also wrote the
21 named Plaintiff an email that said, "Thank you for letting me know. Just wanted to
22 update you that we already used your accrued sick hours, there will be a salary
23 deduction for any non-working day." (Email of August 20, 2024 from Ram Jat).

24 134. Based on the foregoing admissions and the evidence contained in the
25 named Plaintiff's personnel file, Defendants violated, among other things, the
26 unlawful deduction laws governed by the Labor Code and applicable local law.

1 **NINTH CAUSE OF ACTION**

2 **Individual and Representative Claim via Labor Code § 2698, *et seq.* for**
3 **Wrongful Termination, Retaliation, and Discrimination in Violation of Labor**
4 **Code § 1102.5, *et seq.* and state law**

5 135. Plaintiffs reallege and incorporate by reference the foregoing allegations
6 as though set forth herein.

7 136. Labor Code § 1102.5, subdivision (a), prohibits employers from making,
8 adopting, or enforcing any rule, regulation or policy that prevents employees from
9 disclosing information governmental agencies where the employee has reasonable
10 cause to believe that the information discloses a violation of state or federal law, or a
11 violation or noncompliance with a state or federal rule or regulation.

12 137. Labor Code § 1102.5, subdivision (c), prohibits employers from
13 retaliating against an employee for the employee's refusal to participate in an activity
14 that would result in a violation of state or federal statute, or a violation or
15 noncompliance with a state or federal rule or regulation or for reporting such
16 violations to his or her employer.

17 138. As alleged above, Defendants violated Labor Code § 1102.5,
18 subdivisions (a), (c), and (d) because Defendants LLC retaliated against the named
19 Plaintiff because, among other reasons, she reported a work-related injury.

20 139. As alleged above, Defendants violated Labor Code § 1102.5 and various
21 state laws, including but not limited to the common law rules governing wrongful
22 termination, discrimination, and harassment, defamation, intentional infliction of
23 emotional distress, among other things.

24 140. Defendants' acts were either intentional, reckless, or negligent.

25 141. As a proximate result of Defendants' actions, the named Plaintiff has
26 suffered and continues to suffer damages in an amount according to proof.

27 142. As a proximate result of Defendants' actions, the named Plaintiff on
28 behalf of herself and similarly situated employees and former employees, seeks all

1 remedies available to her/them as provided under California law.

2 143. In doing the things herein alleged, Defendants were guilty of oppression,
3 fraud and malice, and, insofar as the things alleged were attributable to employees of
4 Defendants, said employees were employed by Defendants with advance knowledge
5 of the unfitness of the employees and they were employed with a conscious disregard
6 for the rights of others; or Defendants authorized or ratified the wrongful conduct; or
7 there was advance knowledge, conscious disregard, authorization, ratification or act
8 of oppression, fraud or malice on the part of an officer, director or managing agent of
9 defendants all entitling plaintiff to the recovery of exemplary and punitive damages.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 12 1. For all remedies available to Plaintiffs under the applicable Industrial
13 Welfare Commission Order and the Labor Code via § 2698, *et seq.* including
14 but not limited to the recovery of civil penalties to the named Plaintiff and the
15 Aggrieved Employees in an amount to be determined at trial;
- 16 2. That Plaintiff and/or Aggrieved Employees be awarded reasonable
17 attorneys' fees where available by law, including but not limited to pursuant to
18 Labor Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or other
19 applicable laws;
- 20 3. For special and general damages;
- 21 4. For punitive damages; and
- 22 5. For such other and further relief as this Court may deem proper and
23 just.

24 Dated: May 22, 2025

Law Office of Thomas D.
Rutledge

26 By: DRAFT
27 /s/Thomas D. Rutledge
28 Attorney for Plaintiffs