

FILED
11/3/2025 9:01 AM
Clerk of the Napa Superior Court
By: Victoria Trejo-Espino, Deputy

1 **THE WAND LAW FIRM, P.C.**
Aubry Wand (SBN 281207)
2 100 Oceangate, Suite 1200
Long Beach, CA 90802
3 Telephone: (310) 590-4503
Email: awand@wandlawfirm.com

4 *Counsel for Plaintiff*
5

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF NAPA**
8

9 DIEGO LOPEZ, an individual, on behalf of the
10 State of California,

11 Plaintiff,

12 v.

13 RESTORATION HARDWARE INC., a
corporation; and DOES 1 through 10, inclusive,

14 Defendants.
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CASE NO.: 25CV002302

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

1. Plaintiff Diego Lopez (“Plaintiff”) brings this representative action on behalf of the State of California, pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), against Defendant Restoration Hardware Inc. and Does 1 through 10, inclusive (collectively, “RHI” or “Defendant”). Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

INTRODUCTION

2. RHI has implemented common policies and practices that have resulted in systematic violations of California’s Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s). Accordingly, Plaintiff, on behalf of the State of California, brings this representative action to recover civil penalties for the California Labor and Workforce Development Agency (“LWDA”), himself, and all other aggrieved employees—i.e., non-exempt employees who worked for RHI in California during the statute of limitations period—predicated on, *inter alia*, RHI’s failure to provide legally compliant meal periods and rest breaks and failure to provide compensation for missed and otherwise unlawful meal periods and rest breaks, unpaid regular and overtime compensation, unpaid minimum wages, failure to timely pay wages, failure to pay all wages owed and due to discharged or quitting non-exempt employees failure to maintain required records, failure to provide accurate itemized wage statements, failure to produce or make available requested records, and failure to reimburse employees for necessary business expenditures.

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction because RHI regularly conducts business in the State of California. No federal question is at issue because Plaintiff's claims are based solely on California law.

4. Venue is proper in this judicial district and the County of Napa because Plaintiff and other aggrieved employees performed work for RHI at its store in Yountville, and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the County of Napa.

THE PARTIES

5. Plaintiff worked for RHI at its store/restaurant in Yountville as a line cook, a non-exempt position, from approximately February 2023 to July 2025. Plaintiff alleges that RHI owes

1 him as an individual at least \$50,000.

2 6. RHI is a corporation, which has done business in the State of California, and has
3 owned and operated various restaurants and stores throughout the State of California.

4 7. The true names and capacities of Does 1 through 10, inclusive, are unknown to
5 Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious names. Plaintiff is
6 informed and believes, and thereon alleges, that each Defendants designated as a Doe is in some
7 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
8 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
9 Doe Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
10 names and capacities of such Doe Defendants when ascertained.

11 **REPRESENTATIVE ACTION ALLEGATIONS**

12 8. On August 26, 2025, Plaintiff gave written notice by certified mail, pursuant to
13 California Labor Code § 2699.3, to the LWDA and RHI, of the specific provisions of the California
14 Labor Code and applicable IWC Wage Orders alleged to have been violated, including the facts and
15 theories to support the alleged violations. Within sixty-five (65) calendar days of the postmark date of
16 Plaintiff's notice letter, the LWDA did not provide notice to Plaintiff that it intends to investigate the
17 alleged violations. Nor did RHI respond to any of the allegations contained in Plaintiff's notice letter.
18 Therefore, Plaintiff has complied with all the requirements set forth in California Labor Code §
19 2699.3 to commence a representative action under the PAGA.

20 9. Plaintiff was a non-exempt employee of RHI during the time period beginning one
21 year and 65 days prior to the filing of this Complaint to the present—i.e., the statute of limitations
22 period. Plaintiff also personally experienced violations of the California Labor Code during his
23 employment with RHI, as alleged herein.

24 **FACTUAL ALLEGATIONS**

25 **Failure to Provide Required Meal Periods**

26 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 11]**

27 10. During the statute of limitations period, RHI has required, permitted or otherwise
28 suffered Plaintiff and other aggrieved employees to perform work during their meal periods, to

1 completely skip their meal periods, to take late and short meal periods, and RHI has otherwise failed
2 to provide the required meal periods to Plaintiff and other aggrieved employees as required under
3 California Labor Code §§ 226.7, 512, and IWC Wage Order No. 7-2001, § 11.

4 11. RHI has implemented several common policies and practices that have caused
5 Plaintiff and other aggrieved employees to systematically miss and otherwise take non-compliant
6 meal periods.

7 12. Among other things, RHI has failed to adequately notify aggrieved employees of their
8 rights to take meal periods and they lack sufficient policies to permit employees to take meal periods.
9 Further, RHI overworks aggrieved employees as a direct consequence of gross understaffing.
10 Plaintiff and other aggrieved employees had to complete so much work within their scheduled shifts
11 that they are forced to skip their meal periods altogether, to take them after working longer than five
12 (5) hours, to perform work during their meal periods, or return to work after taking less than a thirty
13 (30) minute meal period. And when Plaintiff and other aggrieved employees were able to take meal
14 periods, they were regularly interrupted.

15 13. Despite work conditions that systematically result in missed and non-compliant meal
16 periods, and in order to keep labor costs down, RHI has implemented a policy and practice of failing
17 to pay meal period premium payments when owed and due. In short, RHI has also violated California
18 Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order by failing to compensate Plaintiff
19 and other aggrieved employees who were not authorized and permitted to take a complete, timely,
20 uninterrupted meal period, one additional hour of compensation at the proper regular rate of pay for
21 each workday that such a meal period was not authorized or permitted.

22 **Failure to Provide Required Rest Breaks**

23 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]**

24 14. During the statute of limitations period, RHI has failed to authorize and permit
25 Plaintiff and other aggrieved employees to take rest breaks as required under California Labor Code
26 §§ 226.7 and 512, and IWC Wage Order No. 7-2001, § 12.

27 15. The same common policies and practices that deprive Plaintiff and other aggrieved
28 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to

1 take their rest breaks. Namely, RHI's deficient staffing policy forces Plaintiff and other aggrieved
2 employees to skip their rest breaks otherwise take non-compliant rest breaks. Additionally, RHI has
3 failed to adequately inform aggrieved employees of their rights to take rest breaks, by among other
4 methods, failing to provide proper training and failing to implement adequate policies or schedules
5 regarding rest breaks.

6 16. RHI has further violated California Labor Code § 226.7 and IWC Wage Order No. 7-
7 2001, § 12, by failing to pay Plaintiff and other aggrieved employees who were not provided with a
8 rest break, in accordance with the applicable wage order, one additional hour of compensation at the
9 proper regular rate of pay for each workday that a rest break was not provided.

10 **Failure to Pay Overtime Wages**

11 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

12 17. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, §
13 3, RHI is and has been required to compensate Plaintiff and other aggrieved employees for all
14 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
15 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
16 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
17 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
18 consecutive day of work in any workweek.

19 18. During the statute of limitations period, RHI has failed to compensate Plaintiff and
20 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
21 of the California Labor Code and IWC Wage Order by, among other methods, requiring, permitting
22 or suffering Plaintiff and other aggrieved employees to work off-the-clock, including *inter alia*,
23 during meal periods and rest breaks, but not compensating them for this time, inaccurately recording
24 time in which Plaintiff and other aggrieved employees worked, and other methods to be discovered.

25 19. RHI has knowingly and willfully refused to perform their obligations to compensate
26 Plaintiff and other aggrieved employees for all wages earned and all hours worked in violation of
27 California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 7-2001, § 3.
28

1 **Failure to Minimum Wages**

2 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

3 20. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC
4 Wage Order, payment to an employee of less than the applicable minimum wage for all hours worked
5 in a payroll period is unlawful.

6 21. During the statute of limitations period, RHI has paid Plaintiff and other aggrieved
7 employees at or slightly above minimum wage. This practice, in conjunction the fact that RHI has
8 have required, suffered, or permitted Plaintiff and other aggrieved employees to work off-the-clock,
9 including during meal periods and rest breaks, but not compensating them for this time, unlawfully
10 and inaccurately recording time that Plaintiff and other aggrieved employees worked, and other
11 methods to be discovered, has resulted in the systematic underpayment of minimum wages.

12 **Failure to Timely Pay Wages During Employment**

13 **[Cal. Lab. Code § 204]**

14 22. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
15 15th days of any calendar month, RHI is and has been required to pay nonexempt employees between
16 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
17 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,
18 RHI is required to pay non-exempt employees between the 1st and 10th day of the following calendar
19 month. In addition, California Labor Code § 204 provides that all wages earned for labor in excess of
20 the normal work period shall be paid no later than the payday of the next regular payroll period.

21 23. During the statute of limitations period, RHI has knowingly and willfully failed to
22 timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
23 regular payroll period as required by California Labor Code § 204.

24 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

25 **[Cal. Lab. Code §§ 201-203]**

26 24. Pursuant to California Labor Code §§ 201, 202 and 203, RHI is and has been required
27 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
28 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at

1 the time of discharge are due and payable immediately.

2 25. Furthermore, pursuant to California Labor Code § 202, RHI is required to pay all
3 accrued wages due to an employee no later than 72 hours after the employee quits his or her
4 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
5 which case the employee is entitled to his or wages at the time of quitting.

6 26. California Labor Code § 203 provides that if an employer willfully fails to pay, in
7 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
8 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
9 compensation to the employee at the same rate for up to 30 workdays.

10 27. During the statute of limitations period, RHI has willfully failed to pay accrued wages
11 and other compensation to Plaintiff and other aggrieved employees in accordance with California
12 Labor Code §§ 201 and 202. Because RHI has failed and continues to fail to properly compensate
13 Plaintiff and other aggrieved employees for all hours worked when due, overtime wages, and
14 compensation for non-compliant meal periods and rest breaks, RHI has also willfully failed and
15 continue to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved
16 employees in accordance with California Labor Code §§ 201 and 202. *Almanzar v. Home Depot*
17 *U.S.A., Inc.*, No. 2:20-cv-0699-KJN, 2022 WL 2817435, at *12 (E.D. Cal. Jul. 19, 2022) (“The
18 California Supreme Court’s decision in *Naranjo* eliminates the anticipated defense that, as a matter of
19 law, non-payment of meal and rest break premiums cannot form the basis of derivative claims under
20 § 203 or § 226.”).

21 **Failure to Maintain Required Records**

22 **[Cal. Lab. Code §§ 226(a), 1174(d); IWC Wage Order No. 7-2001, § 7]**

23 28. During the relevant statute of limitations period, RHI has knowingly and intentionally
24 failed to maintain records as required under California Labor Code §§ 226(a) and 1174(d) and IWC
25 Wage Order No. 7-2001, § 7, including but not limited to, the following records: total daily hours
26 worked by each employee; applicable rates of pay; all deductions; meal periods; time records
27 showing when each employee begins and ends each work period; and accurate itemized statements.
28 Moreover, RHI has not provided non-exempt employees with proper meal periods and rest breaks,

1 but they omit from the wage statements such compensation and/or remuneration owed and due.
2 Additionally, RHI has required non-exempt employees to work off-the-clock, but fail to record this
3 time or compensate them for this time, which invariably results in inaccurate time and payroll
4 records.

5 **Failure to Furnish Accurate Itemized Wage Statements**

6 **[Cal. Lab. Code § 226(a); IWC Wage Order No. 7-2001, § 7]**

7 29. During the relevant statute of limitations period, RHI has routinely failed to provide
8 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements. RHI's
9 pay stubs violate California Labor Code § 226 in that RHI has not provided Plaintiff and other
10 aggrieved employees with proper meal periods and rest breaks but failed to include in their wage
11 statements one (1) additional hour of compensation at their regular rates of pay for each missed or
12 non-compliant meal or rest period. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93,
13 972 ("failure to report premium pay for missed breaks can support monetary liability under section
14 226 for failure to supply an accurate itemized statement reflecting an employee's gross wages earned,
15 net wages earned, and credited hours worked."). In addition, RHI does not properly pay Plaintiff and
16 other aggrieved employees proper overtime wages owed and due to them, resulting in accurate wage
17 statements. RHI has also suffered and permitted Plaintiff and other aggrieved employees to work off-
18 the-clock without compensation, yet such hours worked and compensation and/or remuneration is not
19 listed on the wage statements.

20 30. During the statute of limitations, RHI has knowingly and intentionally failed to
21 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
22 in accordance with California Labor Code § 226(a) IWC Wage Order No. 7-2001 § 7.

23 **Failure to Produce or Make Available Requested Records**

24 **[Cal. Lab. Code §§ 226, 432, 1198.5]**

25 31. RHI knew or should have known that as employers, they were required to create and
26 maintain documents and records pertaining to Plaintiff, including but not limited to, records of hours
27 worked, records reflecting dates of employment, documents signed by Plaintiff relating to the
28 obtaining or holding of his employment, etc.

1 32. RHI also knew or should have known that as employers, they were required to
2 produce for inspection or copying, or otherwise permit for inspection or copying records pertaining to
3 Plaintiff, including but not limited to, records of hours worked, records reflecting dates of
4 employment, documents signed by Plaintiff relating to the obtaining or holding of their employment,
5 etc.

6 33. At all times relevant herein, Cal. Lab. Code § 226(a) has required California
7 employers to keep and maintain records reflecting an employee's gross wages earned, total hours
8 worked, all deductions taken from total wages paid, inclusive dates for the pay periods paid, the
9 name, address and an identification number of employees, the name and address of the legal entity
10 that is the employer, and all hourly rates in effect and the corresponding number of hours worked at
11 each rate.

12 34. At all times relevant herein, Cal. Lab. Code § 226(b) has provided, in relevant part,
13 "[a]n employer that is required by this code or any regulation adopted pursuant to this code to keep
14 the information required by subdivision (a) shall afford current and former employees the right to
15 inspect or copy records pertaining to their employment, upon reasonable request to the employer."

16 35. At all times relevant herein, Cal. Lab. Code § 226(c) has provided, in relevant part,
17 "[a]n employer who receives a written or oral request to inspect or copy records pursuant to
18 subdivision (b) pertaining to a current or former employee shall comply with the request as soon as
19 practicable, but no later than 21 calendar days from the date of the request. A violation of this
20 subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of
21 law, shall be an affirmative defense for an employer in any action alleging a violation of this
22 subdivision."

23 36. At all times relevant herein, Cal. Lab. Code § 226(f) has provided, "[a] failure by an
24 employer to permit a current or former employee to inspect or copy records within the time set forth
25 in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a
26 seven-hundred-fifty-dollar (\$750) penalty from the employer."

27 37. At all times relevant herein, Cal. Lab. Code § 226(h) has provided, "[a]n employee
28 may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to

1 an award of costs and reasonable attorney's fees."

2 38. At all times relevant herein, Cal. Lab. Code § 432 has provided, "[i]f an employee or
3 applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a
4 copy of the instrument upon request."

5 39. At all times relevant herein, Cal. Lab. Code § 433 has provided, "[a]ny person
6 violating this article-is guilty of a misdemeanor."

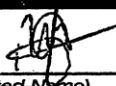
7 40. At all times relevant herein, Cal. Lab. Code § 1198.5(a) has provided, "[e]very current
8 and former employee, or his or her representative, has the right to inspect and receive a copy of the
9 personnel records that the employer maintains relating to the employee's performance or to any
10 grievance concerning the employee."

11 41. At all times relevant herein, Cal. Lab. Code § 1198.5(b)(1) has provided, in relevant
12 part, "[t]he employer shall make the contents of those personnel records available for inspection to
13 the current or former employee, or his or her representative, at reasonable intervals and at reasonable
14 times, but not later than 30 calendar days from the date the employer receives a written request,
15 unless the current or former employee, or his or her representative, and the employer agree in writing
16 to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35
17 calendar days from the employer's receipt of the written request. Upon a written request from a
18 current or former employee, or his or her representative, the employer shall also provide a copy of the
19 personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar
20 days from the date the employer receives the request, unless the current or former employee, or his or
21 her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a
22 copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the
23 employer's receipt of the written request."

24 42. At all times relevant herein, Cal. Lab. Code § 1198.5(c)(1) has required California
25 employers, with regard to all employees, to "maintain a copy of each employee's personnel records
26 for a period of not less than three years after termination of employment." Cal. Lab. Code §
27 1198.5(c)(3)(A) has required employers, with regard to former employees, to "make a former
28 employee's personnel records available for inspection, and, if requested by the employee or his or her

representative, provide a copy thereof, at the location where the employer stores the records, unless the parties mutually agree in writing to a different location. A former employee may receive a copy by mail if he or she reimburses the employer for actual postal expenses.”

43. On August 26, 2025, Plaintiff sent RHI a written request for records relating to his employment. RHI received this letter on or about September 2, 2025, as reflected in the following “green card”:

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature  ☒ Agent ☐ Addressee
1. Article Addressed to: Restoration Hardware Inc c/o Lawyers Incorporating Service 2710 Gateway Oaks Drive Sacramento, CA 95833	B. Received by (Printed Name) MASOOD MOHAMMED C. Date of Delivery 9/2 A/A/O CSC
2. Article Number (Transfer from service label) 9590 9402 8601 3244 3854 35	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
3. Service Type ☒ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
44	Mail Restricted Delivery (00)
PS Form 3811, July 2020 PSN 7530-02-000-9053	
Domestic Return Receipt	

USPS TRACKING#	
	
9590 9402 8601 3244 3854 35	
United States Postal Service Lopez PAGA Ntc and 226	• Sender: Please print your name, address, and ZIP+4® in this box• The Wand Law Firm PC 100 OceanGate Suite 1200 Long Beach, CA 90802
First-Class Mail Postage & Fees Paid USPS Permit No. G-10	
A-27	

44. As of November 3, 2025—69 days after the date of Plaintiff’s request—RHI has not produced any records, nor has it provided any response.

1 45. On information and belief, it is RHI's policy and practice to willfully ignore employee
2 requests for their employment records to stonewall employees from receiving information to which
3 they are legally entitled. On further information and belief, RHI has implemented this policy to
4 conceal unfair and unlawful employment practices.

5 46. Thus, RHI's failure to timely comply with Plaintiff's reasonable records request
6 violates the provisions of Cal. Lab Code §§ 226, 432, and 1198.5.

7 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

8 **[Cal. Lab. Code § 2802]**

9 47. California Labor Code § 2802(a) requires an employer to indemnify an employee for
10 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
11 of her his or her duties, or of his or her obedience to the directions of the employer.

12 48. During the statute of limitations period, RHI has required Plaintiff and other aggrieved
13 employees to use their own personal devices, including cellular phones, to perform work-related
14 duties, such as for work scheduling purposes. RHI has failed to adequately reimburse Plaintiff and
15 other aggrieved employees for these personal expenses that they necessarily incurred in the discharge
16 of their job duties.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

19 **[Cal. Lab. Code § 2698, *et seq.*]**

20 ***(Against all Defendants)***

21 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 48.

23 50. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code §
24 2699(c), and a proper representative to bring a civil action on behalf of himself, the State of
25 California, and other current and former non-exempt employees of RHI, pursuant to the procedures
26 specified in California Labor Code § 2699.3, because Plaintiff was employed by RHI, and one or
27 more of the alleged California Labor Code violations was committed against Plaintiff during the
28 statute of limitations period.

51. Pursuant to California Labor Code § 2699, Plaintiff seeks to recover civil penalties under the PAGA, for RHI's violations of the provisions of the California Labor Code and IWC Wage Order alleged herein.

52. All civil penalties sought and recovered under this action will be allocated as follows:
65% to the State of California and 35% to Plaintiff and aggrieved employees.

53. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the State of California, prays for relief against RHI as follows:

1. For civil penalties pursuant to California Labor Code § 2699 according to proof;

2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

3. For such further relief that the Court may deem just and proper.

DATED: November 3, 2025

THE WAND LAW FIRM, P.C.

By: _____

Aubry Wand

Counsel for Plaintiff