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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By R. Perez, Deputy Clerk

Attorneys for Plaintiff,
NIA ROBINSON, individually, and on behalf of other aggrieved employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NIA ROBINSON, individually, and on behalf
of other aggrieved employees,

Plaintiff,

vs.

VITAL CARE AMBULANCE, INC., a
California corporation; NAZIK
KAZARYAN, an individual; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. **23STCV14033**
[Unlimited Civil Jurisdiction]

COMPLAINT:

1. Failure to Pay Minimum Wages (Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. C. §§ 510, *et seq.*);
3. Failure to Timely Pay Wages During Employment (Cal. Lab. C. §§ 204, 210);
4. Failure to Timely Pay Wages Upon Termination (Cal. Lab. C. §§ 201 – 203);
5. Failure to Provide Meal and Rest Periods (Cal. Lab. C. §§ 226.7, 512);
6. Failure to Provide Accurate Wage Statements (Cal. Lab. C. § 226);
7. Unfair Competition (Cal. Bus. & Prof. C. §17200, *et seq.*); and
8. Private Attorney General Act (Cal. Lab. C. §2698, *et seq.*).

DEMAND FOR JURY TRIAL

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COMES NOW Plaintiff, NIA ROBINSON, individually, and on behalf of other aggrieved employees for causes of action against Defendants, VITAL CARE AMBULANCE, INC., a California corporation; NAZIK KAZARYAN, an individual; and DOES 1 through 50, inclusive and complains and alleges upon information and belief as follows:

PARTIES

1. Plaintiff NIA ROBINSON (“Plaintiff”) at all times relevant to this action, resided in Atlanta Georgia but was solicited to move to Los Angeles County, California.

2. Plaintiff is informed and believes, and thereon alleges that Defendant VITAL CARE AMBULANCE, INC (“VITAL”) is a California corporation with its principal place of business in Los Angeles County, California.

3. Plaintiff is informed and believes, and thereon alleges that Defendant NAZIK KAZARYAN (“Kazaryan”) is a resident of Los Angeles County and is an owner, director, officer, or managing agent of VITAL and/or DOES 1-25 and is liable to the Plaintiff under Cal. Lab. C. Sec. 558.1 for the wage and hour causes of action asserted herein.

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 50, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendants Does 1 through 50, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein, and in some fashion, has legal responsibility therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendants Does 1 through 50, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such facts.

5. Plaintiff is informed, believes, and there upon alleges that each Defendants is, and at all times relevant herein was, the agent of his, her, or its co-Defendants, and in committing the acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the knowledge, permission, and consent of his, her, or its co-Defendants.

6. VITAL, Kazaryan and DOES 1 through 50, shall collectively be referred to in this Complaint as “Defendants” when applicable.

1 **JOINT EMPLOYERS**

2 7. Defendants, jointly and severally, employed Plaintiff in the State of California.
3 Defendants, and each of them, had the authority to hire and terminate Plaintiff, to set work rules and
4 conditions governing Plaintiff's employment, and to supervise Plaintiff's daily employment activities.
5 Defendants directly hired and paid wages and benefits to Plaintiff. Defendants exercised sufficient
6 authority over the terms and conditions of Plaintiff's employment for them to be Plaintiff's joint
7 employer.

8 **JURISDICTION & VENUE**

9 8. Plaintiff is informed and believes, and thereon alleges that, at all relevant times hereto,
10 the Defendants, at least some of them, were residents of the Los Angeles County, State of California.

11 9. The wrongful conduct alleged against the Defendants, and each of them, occurred in
12 the Los Angeles County, State of California. At all relevant times hereto, the conduct at issue was
13 part of a continuous and ongoing pattern of behavior.

14 10. Venue is proper in this Court, because, upon information and belief, one or more of the
15 named Defendants resides, transacts business or has offices in this county and the acts or omissions
16 alleged herein took place in this county.

17 **GENERAL ALLEGATIONS**

18 11. Plaintiff is informed and believes, and thereon alleges, that VITAL is, and all relevant
19 times hereto, was engaged in the business of providing emergency and non-emergency transportation
20 in the Los Angeles area.

21 12. Beginning in or around April 2022, Defendants employed Plaintiff as a dispatcher.
22 Defendant regularly required Plaintiff to:

- 23 a. work in excess of eight (8) hours in a day and/or forty (40) hours in a week without
24 overtime premium wages;
- 25 b. work in excess of twelve (12) hours in a day and/or eight hours eight hours on the
26 seventh day of a workweek without overtime premium wages;
- 27 c. work in excess of five (5) and/or ten (10) hours per day without being provided a
28 first and/or second meal period and not being compensated one (1) hour of pay at

1 his regular rate of compensation for each workday that a meal period was not
2 provided, all in violation of California labor laws, regulations, and Industrial
3 Welfare Commission Wage Orders;

4 d. work without being provided a minimum ten (10) minute rest period for every four
5 (4) hours or major fraction thereof worked and not being compensated one (1) hour
6 of pay or other compensation at his regular rate of compensation for each workday
7 that a rest period was not provided.

8 13. At all material times set forth herein, Defendants failed to compute, compile and
9 account for and pay Plaintiff for all hours worked. Throughout the relevant time period, Defendant
10 also maintained a policy and practice of regularly rounding employee work time to the closest half
11 hour, to the overall detriment of employees, thereby unlawfully failing to pay Defendant's non-exempt
12 employees, including Plaintiff, for all hours worked.

13 14. At all material times set forth herein, Defendant failed to pay premium wages to
14 Plaintiff and other aggrieved employees who were denied proper meal periods, in violation of Labor
15 Code Sections 226.7, 512, 558, and the applicable IWC Wage Order. Plaintiff and other aggrieved
16 employees were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-
17 minute meal period for every shift worked that exceeded 5 hours, or a second, proper, timely,
18 uninterrupted, 30-minute meal period for every shift worked that exceeded 10 hours but were not paid
19 premium wages of one-hour at their regular rate of pay for each missed, short, or interrupted meal
20 period.

21 15. Defendant failed to pay premium wages to Plaintiff and other aggrieved employees
22 who were denied proper rest periods, in violation of Labor Code Sections 226.7, 558, and the
23 applicable IWC Wage Order. Plaintiff and other aggrieved employees were routinely unable, and not
24 authorized, to take 10-minute uninterrupted rest periods for every 4 hours worked or major fraction
25 thereof but were not paid premium wages of one-hour at their regular rate of pay for each missed,
26 short, or interrupted rest period

27 16. At all material times set forth herein, Defendants failed to timely pay Plaintiff all wages
28 owed during employment.

1 17. Defendant failed to issue Plaintiff and other aggrieved employees wage statements that
2 fully and accurately itemized the requirements set forth in Labor Code Section 226(a), in violation of
3 Labor Code Section 226 and 226.3. As a result of the violations described above, Plaintiff and other
4 aggrieved employees received wage statements that failed to accurately state all applicable hourly
5 rates in effect during the pay period and the corresponding number of hours worked at each hourly
6 rate by the employee. The wage statements received also did not accurately reflect the hours worked due
7 to certain shifts falling in between multiple wage statements.

8 18. At all material times set forth herein, Defendants failed to pay Plaintiff all wages owed
9 to Plaintiff upon discharge or resignation.

10 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
11 should have known that Plaintiff and the other aggrieved employees were entitled to receive certain
12 wages for overtime compensation and that they were not receiving wages for overtime compensation.

13 20. Defendants' conduct described herein was undertaken, authorized, and/or ratified
14 Defendants' officers, directors and/or managing agents who were authorized and empowered to make
15 decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said
16 managing agents and individuals was therefore undertaken on behalf of Defendants who further had
17 advanced knowledge of the actions and conduct of said individuals whose actions and conduct were
18 ratified, authorized, and approved by managing agents whose precise identities are unknown to
19 Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20,
20 inclusive.

21 21. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
22 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious
23 disregard of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive
24 damages be levied against Defendants and each of them, in sums in excess of the jurisdictional
25 minimum of this Court.

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1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **Cal. Lab. C. §§ 1182.12, 1194, 1194.2, 1197 and 1197.1**

4 **(Against all Defendants)**

5 22. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
6 though set forth in full herein.

7 23. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510,
8 or the applicable Industrial Welfare Commission (“IWC”) Wage Order.

9 24. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by
10 the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the
11 minimum so fixed is unlawful.

12 25. During the relevant time period, Defendants paid Plaintiff less than minimum wages
13 when they failed to pay proper compensation for all hours worked. To the extent these hours do not
14 qualify for the payment of overtime, Plaintiff were not being paid at least the lawful minimum wage
15 for their work.

16 26. Defendants' failure to pay Plaintiff the required minimum wage violates Labor Code §§
17 1194 and 1197. Pursuant to these sections, Plaintiff is entitled to recover the unpaid balance of their
18 minimum wage compensation as well as interest, costs, and attorneys' fees.

19 27. Pursuant to Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in
20 an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

21 28. Labor Code § 1194 establishes an employee's right to recover unpaid wages, including
22 overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further
23 provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is
24 unlawful.

25 **SECOND CAUSE OF ACTION**

26 **Failure to Pay Overtime Wages**

27 **Cal. Lab. C. §§ 510, 1194, 1198, Violation of IWC Wage Order**

28 29. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as

1 though set forth in full herein.

2 30. Labor Code § 1198 and the applicable IWC Wage Order Provide that it is unlawful to
3 employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2)
4 times the person's regular rate of pay, depending on the number of hours or days worked by the person
5 on a daily or weekly basis.

6 31. Specifically, the applicable IWC Wage Orders provide that Defendants are and were
7 required to pay overtime compensation to Plaintiff at the rate of one and one-half times (1½) their
8 regular rate of pay when working and for all hours worked in excess of eight (8) hours in a day er more
9 than forty (40) hours in a workweek and for the first eight (8) hours of work on the seventh day of
10 work in a workweek.

11 32. California Labor Code § 510 codifies the right to overtime compensation at one and
12 one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
13 forty (40) hours in a week and for the first eight (8) hours worked on the seventh consecutive day of
14 work.

15 33. Both Labor Code § 510 and the applicable IWC Wage Order provides that employment
16 of more than six days in a workweek is only permissible if the employer pays proper overtime
17 compensation as set forth herein.

18 34. Plaintiff were non-exempt employees entitled to the protections of California Labor
19 Code §§ 510 and 1194.

20 35. During the relevant time period, Defendants required Plaintiff to work in excess of eight
21 (8) hours in a day, forty (40) hours in a week, and/or for a seventh consecutive day in a workweek
22 without paying Plaintiff overtime wages for his work.

23 36. During the relevant time period, Defendants knowingly and willfully failed to pay
24 Plaintiff overtime wages for all overtime hours worked when Plaintiff worked in excess of eight (8)
25 hours in a day, forty (40) hours in a week and/or for a seventh consecutive day of work in a workweek,
26 or when Plaintiff worked in excess of twelve (12) hours in a day and/or in excess of eight (8) hours on
27 the seventh day of work in a work week.

28 37. Defendants' failure to pay Plaintiff the unpaid balance of overtime and double time

1 compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198,
2 and is therefore unlawful.

3 38. Pursuant to Labor Code § 1194, Plaintiff are entitled to recover unpaid overtime and
4 double time compensation as well as interest, costs, and attorneys' fees.

5 **THIRD CAUSE OF ACTION**

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

7 **Cal. Lab. C. §§ 204, 210**

8 **(Against All Defendants)**

9 39. Plaintiff refers to and incorporates herein by reference the previous paragraphs as
10 though fully set forth herein.

11 40. Pursuant to California Labor Code §§ 204, Defendants are required to pay all earned
12 and unpaid wages to non-exempt employees twice during each calendar month, on days designated in
13 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
14 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
15 during which the labor was performed, and labor performed between the 16th and the last day,
16 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
17 month.

18 41. Employers who fail to timely pay the wages of each employee are subject to penalties
19 of one hundred dollars (\$100) for each failure for an initial violation and two hundred dollars (\$200)
20 for each subsequent violation.

21 42. Labor Code section 210(b) provides a private right of action to enforce penalties for
22 violations of Labor Code § 204, *et seq.*

23 43. As set forth above, Defendants have willfully failed to pay accrued wages and other
24 compensation to Plaintiff during her employment in accordance with California Labor Code § 204.

25 44. As a result, Plaintiff is entitled to all available statutory or civil penalties, together with
26 interest thereon, as well as other available remedies.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure to Timely Pay Wages Upon Termination**

3 **Cal. Lab. C. §§201 – 203, Violation of IWC Wage Order**

4 **(Against all Defendants)**

5 45. Plaintiff re-alleges and incorporates herein by this reference each and every allegation
6 set forth in all previous paragraphs of the Complaint as if fully set forth herein.

7 46. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
8 wages earned and unpaid at the time of discharge are due and payable immediately, and that if an
9 employee voluntarily leaves his employment, his or her wages shall become due and payable not later
10 than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous
11 notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of
12 quitting.

13 47. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
14 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the
15 wages of the employee shall continue as a penalty from the due date at the same rate until paid or until
16 an action is commenced; but the wages shall not continue for more than thirty (30) days.

17 48. Defendants failed to immediately pay accrued wages and other compensation due to
18 Plaintiff, and failed to pay accrued wages, including overtime wages and other compensation due, at
19 the time of Plaintiff's separation or termination.

20 49. As a result, Plaintiff is entitled to back wages, prejudgment interest, reasonable
21 attorneys' fees and costs, civil penalties pursuant to California Labor Code §§ 203, 1194, 1197, and
22 related statutes, the exact amounts of such damages will be proven at trial.

23 **FIFTH CAUSE OF ACTION**

24 **Failure to Provide Meal and Rest Periods**

25 **Cal. Lab. C. §§ 226.7, 512, *et seq.***

26 **(Against all Defendants)**

27 50. Plaintiff alleges and incorporates herein by this reference each and every allegation set
28 forth in all previous paragraphs of the Complaint.

51. California Labor Code §§ 512 and 226.7(a) prohibit an employer from requiring an employee to work more than five hours per day without providing the employee with a meal period of not less than 30 minutes; and after ten hours, without providing the employee with a second meal period of not less than 30 minutes.

52. California Labor Code §§ 512 and 226.7(a) prohibit an employer from requiring an employee to work more than four hours per day without providing the employee with a 10-minute rest period.

53. Defendants intentionally and consistently required Plaintiff to work for extended periods of time, well over five hours, without providing the meal periods and well over four hours, without providing the rest periods as required by law, thus violating California Labor Code §§ 512 and 226.7.

54. Pursuant to Labor Code § 226.7, Plaintiff has sustained economic damages, including, but not limited to, unpaid wages and lost interest, in an amount according to proof at trial, and are entitled to recover one-hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff is further entitled to attorneys' fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys' fees and costs relating to their claims for civil penalties due to Defendants' violation of the California Labor Code and the applicable IWC Wage Order.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements

Cal. Lab. C. §§ 226, *et seq.*

(Against all Defendants)

55. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

56. During Plaintiff's employment with Defendants, it intentionally and knowingly failed to provide Plaintiff with timely and accurate wage and hour statements showing gross hours earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

57. Defendants systemically failed to provide such wage statements with accurate information and engaged in a policy of under-reporting and failing to pay for all hours actually worked in violation of California Labor Code §226 and related statutes.

58. As a result of Defendants' violation of California Labor Code §226 and related statutes, Plaintiff has suffered injuries and damages, including, but not limited to: Plaintiff was not paid overtime he was entitled to; Plaintiff was not provided meal and rest breaks; Plaintiff was not paid wages due; and the absence of actual hours worked makes it difficult for Plaintiff to collect overtime wages due.

59. As a result of Defendants intentional failure to provide Plaintiff with accurate and itemized wage statements, Plaintiff is entitled to all available statutory penalties, costs, and attorneys' fees, including those provided in California Labor Code §226(e), as well as all other available remedies.

SEVENTH CAUSE OF ACTION

Unfair Competition

Cal. Bus. & Prof. C. §17200, *et seq.*

(Against all Defendants)

60. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint.

61. California Business and Professions Code §17200 provides: “As used in this chapter, unfair competition shall mean and include any unlawful or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

62. Wage and hour laws express fundamental public policies. Providing employees with wages for all hours worked, rest breaks, and providing accurate itemized records are fundamental public policies of this State. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain a competitive advantage by failing to comply with minimum labor standards.

63. Through the conduct alleged herein, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of California Business and Professions Code §17200, *et seq.*, depriving Plaintiff of rights, benefits, and privileges guaranteed to all employees in California.

64. During the course of Plaintiff's employment, Defendants engaged in multiple violations of the California Labor Code by failing to pay wages due to Plaintiff, failing to provide Plaintiff meal and rest periods and by failing to provide accurate and itemized statements of Plaintiff's wage and hours.

65. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of §17200 *et seq.*, of the California Business and Professions Code.

66. The acts of Defendants, as previously described above, were unfair, unlawful, and fraudulent as defined in California Business and Professions Code §17200, Such acts constitute an unfair business practice and unfair competition, thus violating California Business and Professions Code §17200 *et seq.* As a result, Defendants obtained valuable property, money and services from Plaintiff, including earned wages for all hours worked and have deprived him of valuable rights and benefits guaranteed by law, all to the detriment of Plaintiff and to the benefit of Defendants so as to allow Defendants to unfairly compete against competitors who comply with the law.

67. As a result of the foregoing conduct, Plaintiff is entitled to recover restitution damages in the form of payment of unlawfully withheld wages. Plaintiff is also entitled to recover reasonable attorneys' fees pursuant to Code of Civil Procedure §1021.5, the substantial benefit doctrine.

EIGHTH CAUSE OF ACTION

California Private Attorneys General Act

Labor Code § 2699, et seq.

(Against Defendant)

68. Plaintiff refers to and incorporates herein by reference all of the above paragraphs as though fully set forth herein.

69. Under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698-2699.5, an aggrieved employee, on behalf of himself or herself and other current or former employees, may

1 recover penalties under any provision of the Cal. Labor Code that provides for civil penalties. These
2 penalties are in addition to any other relief available under the Cal. Labor Code.

3 70. As set forth above, Defendant has committed numerous violations for which the Labor
4 Code provides for penalties, including violations of Cal. Labor Code §§ **201, 202, 203, 204, 210, 226,**
5 **226.7, 246, 510, 512, 515, 558, 1194, 1194.2, 1197.1, and 1198.**

6 71. Plaintiff and the other hourly-paid or non-exempt employees are “Aggrieved
7 Employees” as defined by California Labor Code section 2699(c) in that they are all current or former
8 employees of Defendants, and one or more of the alleged violations was committed against them.
9 Plaintiff estimates Defendants employed 50 Aggrieved Employees during the covered period.

10 26. On February 21, 2023, Plaintiff provided written notice by online submission to the
11 LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the California Labor
12 Code alleged to have been violated, including the facts and theories to support the alleged violations.
13 Plaintiff has not received an LWDA Notice within sixty-five (65) calendar days of the date of
14 Plaintiff’s notice. Accordingly, Plaintiff has exhausted administrative remedies as required by Cal.
15 Labor Code § 2699.3.

16 27. As a direct result of Defendant’s conduct as described, Plaintiff is entitled to recover,
17 on her own behalf and on behalf of others similarly situated, the maximum civil penalties permitted
18 by the Private Attorneys General Act from Defendants for all violations of Labor Code mentioned
19 above as well as reasonable attorney’s fees and costs.

20 28. Defendant’s conduct of violating the California Labor Code constitutes violations of
21 the PAGA. Therefore, Plaintiff requests penalties against Defendant under the provisions of PAGA
22 section 2699(f).

23 29. The proper measure of damages and penalties under the PAGA is all Aggrieved
24 Employees, whether a party to this action or not. Further, this claim needs no certification to proceed
25 with class-wide recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.

26 30. Further, as a direct and proximate result of the conduct of Defendant, as set forth above,
27 Plaintiffs were forced to incur substantial attorney’s fees and costs which are recoverable under
28 California Labor Code Section 2699(g)(1).

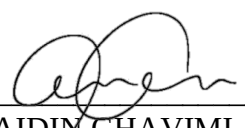
PRAYER

WHEREFORE, Plaintiff, individually, and on behalf of aggrieved employees, pray for an award and judgment against Defendants, jointly and severally, as follows:

1. For such general, special, and liquidated damages in an amount not less than \$125,000.00;
2. For restitution of all monies due to Plaintiff, as well as disgorged profits from defendants' unfair and unlawful business practices in an amount not less than \$125,000.00;
3. For punitive damages on applicable causes of action;
4. For declaratory relief;
5. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code § 2699 in an estimated amount of \$1,500,000.00;
6. For preliminary and permanent injunctive relief enjoining Defendants from violating the relevant provisions of the California Labor Code and IWC Wage Order No. 5-2001 and from engaging in the unlawful business practices complained of herein;
7. For an award of interest, including prejudgment interest, at the legal rate;
8. For an award of reasonable attorneys' fees and costs on the applicable causes of action pursuant to California Labor Code §§ 226, 1194, 2699, and 2802, California Civil Code 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
9. For costs of suit incurred; and
10. For such other and further relief as the Court may deem just and appropriate.

DATED: June 16, 2023

STARPOINT, LC

By: 

AIDIN GHAVIMI, ESQ.
ILANA FINE, ESQ.
Attorneys for Plaintiff,
NIA ROBINSON

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial.

DATED: June 16, 2023

STARPOINT, LC

By: 
AIDIN GHAVIMI, ESQ.
ILANA FINE, ESQ.
Attorneys for Plaintiff,
NIA ROBINSON