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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LASHAN TAYLOR, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

AREAS SKYVIEW LAX JV, LLC, a
Florida limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 25TRCV04382

**PLAINTIFF'S FIRST AMENDED
COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code §
2698, et seq. (California Labor Code
Private Attorneys General Act of 2004)

COMES NOW, Plaintiff LASHAN TAYLOR (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff and the other aggrieved employees took place in the State of California, including the County of Los Angeles.

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PARTIES

5. Plaintiff LASHAN TAYLOR is an individual residing in the State of California, County of Los Angeles.

6. Defendant AREAS SKYVIEW LAX JV, LLC at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

7. At all relevant times, AREAS SKYVIEW LAX JV, LLC was the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

8. At all times herein relevant, AREAS SKYVIEW LAX JV, LLC and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators, and assigns of each other, and were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual, or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief, alleges that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint and unlawfully caused the injuries and damages to Plaintiff as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. AREAS SKYVIEW LAX JV, LLC and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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11. Plaintiff further alleges that Defendants, including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

PAGA ALLEGATIONS

12. At all times herein set forth, California Private Attorneys General Act (“PAGA”) was applicable to Plaintiff’s employment by Defendants.

13. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

14. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom the alleged violations were committed.

15. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

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1 16. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
2 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
3 following requirements have been met:

- 4 a. The aggrieved employee shall give written notice by online submission
5 (hereinafter, "Employee's Notice") to the LWDA and by U.S. Certified
6 Mail to the employer of the specific provisions of the California Labor
7 Code alleged to have been violated, including the facts and theories to
8 support the alleged violations.
- 9 b. The LWDA shall provide notice (hereinafter, "LWDA Notice") to the
10 employer and the aggrieved employee by certified mail that it does not
11 intend to investigate the alleged violations within sixty (60) calendar
12 days of the postmark date of the Employee's Notice. Upon receipt of
13 the LWDA Notice, or if the LWDA Notice is not provided within
14 sixty-five (65) calendar days of the postmark date of the Employee's
15 Notice, the aggrieved employee may commence a civil action pursuant
16 to California Labor Code section 2699 to recover civil penalties, in
17 addition to any other penalties to which the employee may be entitled.

18 17. On October 20, 2025, Plaintiff provided written notice by online submission to
19 the LWDA and by U.S. Certified Mail to Defendant AREAS SKYVIEW LAX JV, LLC of
20 the specific provisions of the California Labor Code alleged to have been violated, including
21 the facts and theories to support the alleged violations. Plaintiff has not received an LWDA
22 Notice within sixty-five (65) calendar days of the date of Plaintiff's notice. Plaintiff has not
23 received any notice of Defendant's intention to cure the alleged violations.

24 18. Therefore, Plaintiff has satisfied the administrative prerequisites under
25 California Labor Code section 2699.3(a) to recover civil penalties against Defendants for
26 violations of California Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 558,
27 1194, 1197, 1197.1, 1198, 2800 and 2802.

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GENERAL ALLEGATIONS

19. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California (hereinafter collectively referred to as the “other aggrieved employees”).

20. Defendants, jointly and severally, has employed Plaintiff as an hourly-paid, non-exempt employee from approximately April 2016 to the present in the State of California, County of Los Angeles.

21. Defendants hired Plaintiff and the other aggrieved employees and failed to compensate them for all hours worked, missed meal periods, or missed rest breaks.

22. Defendants had the authority to hire and terminate Plaintiff and the other aggrieved employees, to set work rules and conditions governing Plaintiff’s and the other aggrieved employees’ employment, and to supervise their daily employment activities.

23. Defendants exercised sufficient authority over the terms and conditions of Plaintiff’s and the other aggrieved employees’ employment for them to be joint employers of Plaintiff and the other aggrieved employees.

24. Defendants directly hired and paid wages and benefits to Plaintiff and the other aggrieved employees.

25. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

26. Plaintiff, among other duties, was tasked with taking customer’s orders for meals and beverages, locating adequate seating, preparing food, and charging customers for services rendered.

27. Plaintiff and the other aggrieved employees worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

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28. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law. By way of example and not by limitation, Plaintiff would be required to remain on premises, around the bar, during meal breaks and rest breaks in the event she services were needed to assist with guest relations, provide aid to kitchen staff during a surge of patrons, and relieving other colleagues who needed to use the facilities.

Plaintiff's meal and rest breaks were frequently interrupted due to short-staffing requiring her to assist colleagues and coworkers with guest relations, provide aid to kitchen staff during a surge of patrons, and relieving other colleagues who needed to use the facilities.

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

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission ("IWC") Wage Orders, and, thus, they are entitled to any and all applicable penalties.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other aggrieved employees' regular rate of pay when a meal period was missed.

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1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
4 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
5 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
6 aggrieved employees' regular rate of pay when a rest period was missed.

7 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
9 receive at least minimum wages for compensation and that they were not receiving at least
10 minimum wages for all hours worked. By way of example and not by limitation, Plaintiff
11 would conduct telephonic conversations with management prior to the beginning of her shift
12 and after the end of her shift, taking place off-the-clock, to discuss what events took place
13 during the prior shift and her own, including, but not limited to what tasks were and were not
14 completed by other colleagues that she may need to address during her shift, tasks that
15 need(ed) to be addressed on the following day, and customer experience. Furthermore,
16 Plaintiff, during her meal breaks, would assist with guest relations, provide aid to kitchen
17 staff during a surge of patrons, and relieve other colleagues who needed to use the facilities.

18 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
20 receive all wages owed to them upon discharge or resignation, including overtime and
21 minimum wages and meal and rest period premiums, and they did not receive all such wages
22 owed to them at the time of their discharge.

23 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
25 receive complete and accurate wage statements in accordance with California law, but they
26 did not receive complete and accurate wage statements from Defendants. The deficiencies
27 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and
28 the other aggrieved employees.

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
3 reimbursement for necessary business-related expenses and costs.

4 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that they had a duty to compensate Plaintiff and the other
6 aggrieved employees pursuant to California law, and that Defendants had the financial ability
7 to pay such compensation, but willfully, knowingly, and intentionally failed to do so and
8 falsely represented to Plaintiff and the other aggrieved employees that they were properly
9 denied wages, all in order to increase Defendants' profits.

10 38. At all material times set forth herein, Defendants failed to pay overtime wages
11 to Plaintiff and the other aggrieved employees. Plaintiff and the other aggrieved employees
12 were required to work more than eight (8) hours per day and/or forty (40) hours per week
13 without overtime compensation.

14 39. At all material times set forth herein, Defendants failed to provide
15 uninterrupted meal and rest periods to Plaintiff and the other aggrieved employees.

16 40. At all material times set forth herein, Defendants failed to pay Plaintiff and the
17 other aggrieved employees at least minimum wages for all hours worked.

18 41. At all material times set forth herein, Defendants failed to pay Plaintiff and the
19 other aggrieved employees all wages owed to them upon discharge or resignation.

20 42. At all material times set forth herein, Defendants failed to provide complete
21 and accurate wage statements to Plaintiff and the other aggrieved employees.

22 43. At all material times set forth herein, Defendants failed to reimburse Plaintiff
23 and the other aggrieved employees for necessary business-related expenses and costs.

24 44. At all material times set forth herein, Defendants failed to properly
25 compensate Plaintiff and the other aggrieved employees pursuant to California law in order
26 to increase Defendants' profits.

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45. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698, et seq.

(Against AREAS SKYVIEW LAX JV, LLC and DOES 1 through 100)

46. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 45, and each and every part thereof with the same force and effect as though fully set forth herein.

47. PAGA expressly establishes that any provision of the California Labor Code, which 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 a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

48. Whenever the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

49. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and the alleged violations were committed against them.

Failure to Pay Overtime

50. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

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52. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other aggrieved employees. Plaintiff and aggrieved employees did not receive overtime compensation at one and one-half (1.5) times their regular hourly rate of pay for all hours spent performing job duties in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work.

53. Defendants' failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

54. During the relevant time period, Plaintiff and the other aggrieved employees' meal periods were missed, shortened, and/or interrupted because Defendants required them to perform work duties during their meal breaks. These work duties include, but are not limited to, assisting with guest relations, providing aid to kitchen staff during a surge of patrons, relieving other colleagues who needed to use the facilities, and discussions with management regarding work-related topics. Such situations would arise during meal breaks. At Defendant's direction, Plaintiff and other aggrieved employees were required to work

1 through their legally mandated meal breaks to complete these tasks. Upon information and
2 belief, Defendants would require Plaintiff and other aggrieved employees remain on premises
3 during meal breaks at the bar of the restaurant resulting in further shortened and interrupted
4 meal periods. Plaintiff and other aggrieved employees were not compensated with a meal
5 period premium for remaining on premises and completing work-related tasks during their
6 respective meal breaks.

7 55. As a result, Defendants failed to relieve Plaintiff and the other aggrieved
8 employees of all work-related duties, failed to relinquish control over Plaintiff and the other
9 aggrieved employees' activities, failed to permit Plaintiffs and other aggrieved employees a
10 reasonable opportunity to take, and impeded or discouraged them from taking thirty (30)
11 minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts
12 lasting more than five (5) hours, and/or to take second thirty (30) minute uninterrupted meal
13 periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

14 **Failure to Provide Rest Periods**

15 56. Defendants' failure to provide legally required rest periods to Plaintiff and the
16 other aggrieved employees is in violation of the IWC Wage Orders and constitutes a
17 violation of California Labor Code section 226.7.

18 57. During the relevant time period, Plaintiff and the other aggrieved employees'
19 rest periods were missed, shortened, late, and/or interrupted because Defendants required
20 them to perform work duties during their rest breaks. These work duties include, but are not
21 limited to assist with guest relations, provide aid to kitchen staff during a surge of patrons,
22 relieving other colleagues who needed to use the facilities, and discussions with management
23 regarding work-related topics with Plaintiff and the other aggrieved employees. Due to
24 repeated understaffing and disorganization by Defendants' management, Plaintiff did not
25 take rest breaks for nearly every shift she worked. By way of further example, Plaintiff was
26 often interrupted during rest periods to assist with guest relations, provide aid to kitchen staff
27 during a surge of patrons, relieve other colleagues who needed to use the facilities, and conduct
28 discussions with management regarding work-related topics. Plaintiff and other aggrieved

employees were not compensated a rest period premium for fulfilling these work duties. Accordingly, Defendants failed to authorize or permit Plaintiff and the other aggrieved employees or failed to relinquish control over Plaintiff and the other aggrieved employees' activities in order to take full, uninterrupted, off-duty rest periods for every shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest breaks in the midst of each work period.

Failure to Pay Minimum Wages

58. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

59. Defendants' failure to pay minimum wages included, inter alia, Defendants' effective payment of zero dollars per hour for hours Plaintiff and the other aggrieved employees work off-the-clock performing work duties including, but not limited to, assisting with guest relations, providing aid to kitchen staff during a surge of patrons, relieving other colleagues who needed to use the facilities, and discussions with management regarding work-related topics.

Failure to Timely Pay Wages Upon Termination

60. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

61. Plaintiff and the other aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum wages for time worked off-the-clock to perform work duties including, but not limited to assisting with guest relations, providing aid to kitchen staff during a surge of patrons, relieving other colleagues who needed to use the facilities, and discussions with management regarding work-related topics for unpaid meal and rest period premium payments.

Failure to Provide Complete and Accurate Wage Statements

62. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

63. Defendants have intentionally and willfully failed to provide Plaintiff and the other aggrieved employees with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other aggrieved employees for tasks completed off-the-clock, failure to provide, authorize, and/or permit compliant meal and rest periods or to pay all premium wages owed for such failure. Defendant provided wage statements that did not reflect the time worked off-the-clock or all meal and rest period premiums earned.

64. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other aggrieved employees have suffered injury and damage to their statutorily protected rights. Plaintiff and the aggrieved employees' wage statements did not always reflect the accurate number of hours worked due to them performing off-the-clock work duties such as assisting with guest relations, providing aid to kitchen staff during a surge of patrons, relieving other colleagues who needed to use the facilities, and discussions with, Plaintiff and the aggrieved employees were unable to determine the total amount of hours they worked, were unable to determine the total amount of compensation they were owed, and were unable to verify they were paid the proper amount. In order to determine how much Plaintiff and the aggrieved employees should have been paid, Plaintiff and the aggrieved employees would have had to engage in discovery and mathematical computations to reconstruct the missing information.

Failure to Reimburse Necessary Business-Related Expenses and Costs

65. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

1 66. Plaintiff and the other aggrieved employees incurred necessary business-
2 related expenses and costs that were not fully reimbursed by Defendants. The expenses
3 incurred by Plaintiff include, but is not limited to the use of her personal cell-phone for
4 work-related purposes as required by Defendants. By way of example, Plaintiff was required
5 to use her personal cell-phone to engage with other colleagues in work-specific group
6 chatrooms, call Defendants' Miami office to connect to Information Technology Support, or
7 call maintenance when their services were required. Plaintiff and the other aggrieved
8 employees were not compensated for any portion of their cell-phone bill for usage during
9 work hours for work-related purposes.

10 67. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on
11 behalf of all aggrieved employees, requests and is entitled to recover from Defendants and
12 each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as
13 well as all penalties pursuant to PAGA against Defendants, and each of them, including but
14 not limited to:

- 15 a. Penalties under California Labor Code section 2699(f) in the amount of
16 one hundred dollars (\$100) for each aggrieved employee per pay period
17 or two hundred dollars (\$200) for each aggrieved employee per pay
18 period for each violation where there has been a prior finding or
19 determination that Defendants' policies or practices were unlawful or
20 where Defendants' conduct was malicious, fraudulent, or oppressive;
- 21 b. Penalties under California Code of Regulations Title 8 section 11010 et
22 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
23 pay period for the initial violation, and one hundred dollars (\$100) for
24 each aggrieved employee per pay period for each subsequent violation;
- 25 c. Penalties under California Labor Code section 210 in addition to, and
26 entirely independent and apart from, any other penalty provided in the
27 California Labor Code in the amount of one hundred dollars (\$100) for
28 each aggrieved employee per pay period for the initial violation, and two

hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

68. Pursuant to California Labor Code section 2699(m), civil penalties recovered by aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and thirty-five percent (35%) to the aggrieved employees.

69. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars (\$25,000):

As to the First Cause of Action

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k) and 558, plus costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: July 10, 2026

LAWYERS for JUSTICE, PC

By:



Mno Bogosyan
Raffi Margossian
Attorneys for Plaintiff