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

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

Plaintiff,

vs.

STAAR SURGICAL COMPANY, a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: **26NNOV03864**

**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 RICARDO SALCEDO (“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.

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.

PARTIES

5. Plaintiff RICARDO SALCEDO is an individual residing in the State of California.

6. Defendant STAAR SURGICAL COMPANY 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.

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7. At all relevant times, STAAR SURGICAL COMPANY was the “employer” of Plaintiff within the meaning of all applicable state laws and statutes.

8. At all times herein relevant, STAAR SURGICAL COMPANY 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. STAAR SURGICAL COMPANY and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

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.

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

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

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

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

- 18 a. The aggrieved employee shall give written notice by online submission
19 (hereinafter, “Employee’s Notice”) to the LWDA and by U.S. Certified
20 Mail to the employer of the specific provisions of the California Labor
21 Code alleged to have been violated, including the facts and theories to
22 support the alleged violations.
- 23 b. The LWDA shall provide notice (hereinafter, “LWDA Notice”) to the
24 employer and the aggrieved employee by certified mail that it does not
25 intend to investigate the alleged violations within sixty (60) calendar
26 days of the postmark date of the Employee’s Notice. Upon receipt of
27 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
28 five (65) calendar days of the postmark date of the Employee’s Notice,

the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties, in addition to any other penalties to which the employee may be entitled.

17. On July 26, 2023, Plaintiff provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant STAAR SURGICAL COMPANY of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received a response from the LWDA within sixty-five (65) calendar days of the date of Plaintiff's notice, indicating that the LWDA intends to investigate. Plaintiff has not received any notice of Defendant's intention to cure the alleged violations.

18. On March 11, 2026, Plaintiff provided an amended written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant STAAR SURGICAL COMPANY of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received a response from the LWDA within sixty-five (65) calendar days of the date of Plaintiff's amended notice, indicating that the LWDA intends to investigate. Plaintiff has not received any notice of Defendant's intention to cure the alleged violations.

19. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226(a), 226.7, 256, 510, 512(a), 516, 551, 552, 558, 1174, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2804.

GENERAL ALLEGATIONS

20. 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").

21. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee from approximately February 2021 to approximately April 2023 in the State

of California, County of Los Angeles.

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

23. 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.

24. 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.

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

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

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.

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.

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 knew or should have known that Plaintiffs and the other aggrieved employees were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for each workday in which

1 Plaintiffs and the other aggrieved employees were required to report to work and were
2 furnished less than half the usual or scheduled day's work and that Plaintiffs and the other
3 aggrieved employees were entitled to pay equal to no less than two (2) hours at Plaintiffs' and
4 the other aggrieved employees' regular rate of pay for each day in which Plaintiffs and the
5 aggrieved employees were required to report for work a second time in one workday and were
6 furnished less than two hours of work on the second reporting.

7 During the relevant time period, Defendants required Plaintiffs and the other aggrieved
8 employees to report to work without putting them to work and paying them the requisite
9 reporting time pay. Namely, during the relevant time period, Defendants failed to pay Plaintiffs
10 and other aggrieved employees half the usual or scheduled day's work in an amount no less than
11 two (2) hours at the employee's regular rate of pay for workdays in which Plaintiffs and the other
12 aggrieved employees reported to work and were furnished less than half the usual or scheduled
13 day's work, and Defendants failed to pay Plaintiffs and other aggrieved employees for two (2)
14 hours at the employee's regular rate of pay on days in which Plaintiffs and other aggrieved
15 employees were required to report for work a second time in one workday and were furnished
16 less than two (2) hours of work upon the second reporting.

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

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

27 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other aggrieved employees were entitled to

1 receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other
2 aggrieved employees' regular rate of pay when a rest period was missed, and they did not
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.

5 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
7 receive at least minimum wages for compensation and that they were not receiving at least
8 minimum wages for all hours worked.

9 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
11 receive all wages owed to them upon discharge or resignation, including and not limited to
12 overtime and minimum wages and meal and rest period premiums, and they did not receive all
13 such wages owed to them at the time of their discharge.

14 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
16 receive all wages owed to them during their employment. Plaintiff and the other aggrieved
17 employees did not receive payment of all wages, including overtime, minimum wages, straight
18 time wages, double-time wages, reporting time pay, and meal and rest period premiums, within
19 any time permissible under California Labor Code section 204. Plaintiff and the other
20 aggrieved employees were required to perform work off-the-clock, including but not limited
21 to before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks,
22 and/or during rest breaks and Defendants failed to compensate aggrieved employees for this
23 time. Such work included, but was not limited to, arriving to work early to find parking,
24 completing COVID screening protocols, and donning and/or doffing uniform. The time entries
25 of Plaintiff and the other aggrieved employees were rounded and/or shaved which resulted in
26 unpaid wages. The rounding and time-shaving practice favored Defendants. Defendants did
27 not pay Plaintiff and the other aggrieved employees for all overtime and double time hours
28 based on their regular rate of pay by failing to include all remuneration paid, including but not

1 limited to non-discretionary bonuses, incentive pay, shift differential pay, and commissions.
2 Defendants also failed to accurately calculate the regular rate of pay for overtime and double-
3 time compensation when employees were paid at such different rates of pay, and utilized the
4 lowest hourly rate when calculating the regular rate of pay. Defendants also failed to pay sick
5 time at the regular rate of pay.

6 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
8 receive complete and accurate wage statements in accordance with California law, but they did
9 not receive complete and accurate wage statements from Defendants. The violations include,
10 but are not limited to, the failure to include the total hours worked by Plaintiff and other
11 aggrieved employees, including time spent working off-the-clock and during meal and rest
12 periods as discussed above, gross wages earned, net wages earned, the inclusive dates of the
13 pay period, the name and address of the legal entity that is the employer, and all applicable
14 hourly rates in effect during the pay period and the number of hours worked at each hourly rate
15 by the employee.

16 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiff and the other aggrieved employees in accordance with California law, but they did
19 not keep complete and accurate payroll records.

20 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other aggrieved employees were entitled to
22 reimbursement for necessary business-related expenses and costs, including but not limited to
23 the use of a personal cell phone for work-related tasks, uniforms, and tools.

24 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that they had a duty to compensate Plaintiff and the other
26 aggrieved employees pursuant to California law, and that Defendants had the financial ability
27 to pay such compensation, but willfully, knowingly, and intentionally failed to do so and
28 falsely represented to Plaintiff and the other aggrieved employees that they were properly

1 denied wages, all in order to increase Defendants' profits.

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

6 42. At all material times set forth herein, Defendants failed to provide uninterrupted
7 meal and rest periods to Plaintiff and the other aggrieved employees. Defendants failed to
8 provide Plaintiff and other aggrieved employees with all timely, compliant meal periods, failed
9 to authorize and permit Plaintiff and other aggrieved employees to take all timely, compliant
10 rest periods, required Plaintiff and other aggrieved employees to work during meal and rest
11 periods, maintained policies/practices that failed to provide compliant meal and rest periods,
12 and failed to compensate them properly for non-compliant meal and rest periods including,
13 *inter alia*, short, late, interrupted, and missed meal and rest periods. Defendants failed to pay
14 Plaintiff and other aggrieved employees one additional hour of pay at each employee's regular
15 rate of compensation for each workday a meal period was not provided, and failed to pay
16 premium wages at the regular rate of pay. Defendants also failed to pay Plaintiff and other
17 aggrieved employees one additional hour of pay at each employee's regular rate of
18 compensation for each workday a rest period was not authorized and permitted, and failed to
19 pay premium wages at the regular rate of pay. Moreover, Defendants failed to accurately
20 calculate the regular rate of pay for meal and rest period premium wages, and failed to maintain
21 a payroll code for paying meal and rest period premiums.

22 43. At all material times set forth herein, Defendants failed to provide Plaintiff and
23 the other aggrieved employees one day's rest in a seven-day workweek, in accordance with
24 California Labor Code sections 551 and 552.

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

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

1 failed to pay Plaintiff and other aggrieved employees all wages due to them within any time
2 period specified by California Labor Code sections 201 and 202, including earned and unpaid
3 minimum, overtime, reporting time, and premium wages.

4 46. At all material times set forth herein, Defendants failed to pay Plaintiff and the
5 other aggrieved employees' wages within any time permissible under California law,
6 including, *inter alia*, California Labor Code section 204, including earned and unpaid
7 minimum, overtime, reporting time, and premium wages.

8 47. At all material times set forth herein, Defendants failed to provide complete and
9 accurate wage statements to Plaintiff and the other aggrieved employees.

10 48. At all material times set forth herein, Defendants failed to keep complete and
11 accurate payroll records for Plaintiff and the other aggrieved employees.

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

14 50. At all material times set forth herein, Defendants failed to properly compensate
15 Plaintiff and the other aggrieved employees pursuant to California law in order to increase
16 Defendants' profits.

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

20 **FIRST CAUSE OF ACTION**

21 **Violation of California Labor Code § 2698, et seq.**

22 **(Against STAAR SURGICAL COMPANY and DOES 1 through 100)**

23 52. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 51, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 53. PAGA expressly establishes that any provision of the California Labor Code,
27 which provides for a civil penalty to be assessed and collected by the LWDA or any of its
28 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.

54. 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.

55. 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

56. 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 210, 510, 1194, and 1198.

Failure to Provide Meal Periods

57. 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).

Failure to Provide Rest Periods

58. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation of California Labor Code section 226.7 and 516.

Failure to Pay Minimum Wages

59. 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 1182.12, 1194, 1197, and 1197.1.

Failure to Pay Reporting Time Pay

60. Defendants’ failure to pay reporting time pay to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor

Code 1198.

Failure to Provide a Day of Rest

61. Defendants' failure to provide a day of rest to Plaintiff and the other aggrieved employees in accordance with California Labor Code sections 551 and 552 constitutes a violation of California Labor Code sections 551 and 552.

Failure to Timely Pay Wages Upon Termination

62. 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.

Failure to Timely Pay Wages During Employment

63. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

64. 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).

Failure to Keep Complete and Accurate Payroll Records

65. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

66. 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, 2802, and 2804 constitutes a violation of California Labor Code sections 2800, 2802, and 2804.

67. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and

each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

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

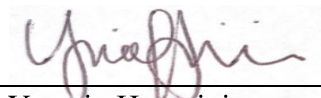
1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (k) and 558, plus costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 210, 216, 226, 226(a), 226.7, 256, 510, 512(a), 516, 551, 552, 558, 1174, 1174.5, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2804; and

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

DATED: May 15, 2026

LAWYERS for JUSTICE, PC

By: _____



Yasmin Hosseini
Attorneys for Plaintiff