

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

04/14/2026 at 05:00:17 PM

By: Danielle Harbour,
Deputy Clerk

Carolyn Hunt Cottrell (SBN 166977)

Esther L. Bylsma (SBN 264208)

SCHNEIDER WALLACE

COTTRELL KIM LLP

2000 Powell Street, Suite 1400

Emeryville, California 94608

Tel: (415) 421-7100

Fax: (415) 421-7105

ccottrell@schneiderwallace.com

ebylsma@schneiderwallace.com

Philippe Gaudard (SBN 331744)

SCHNEIDER WALLACE

COTTRELL KIM LLP

300 S. Grand Avenue, Suite 2700

Los Angeles, California 90071

Tel: (213) 835-1550

Fax: (415) 421-7105

pgaudard@schneiderwallace.com

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

TANIA SUAREZ, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

VICTORIA'S SECRET STORES, LLC;
BATH & BODY WORKS, INC.

Defendants.

Case No. **26CV182238**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Tania Suarez (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff bring this enforcement action against Defendants Victoria’s Secret Stores,
5 LLC (“Victoria’s Secret”) and Bath & Body Works, Inc. (“BBW”) (collectively “Defendants”) on
6 behalf of the State of California to collect penalties as a result of Defendants’ systematic violations of
7 California labor law with respect to Defendants’ non-exempt hourly workers in the State of California
8 (the “Aggrieved Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
10 employed by Defendants in California.

11 3. Plaintiff challenges Defendants’ policies and practices of: (1) failing to pay Plaintiff
12 and Aggrieved Employees for all hours worked, including minimum wages; (2) failing to pay Plaintiff
13 and Aggrieved Employees overtime wages; (3) failing to authorize and permit Plaintiff and Aggrieved
14 Employees to take compliant meal periods to which they are entitled by law, and failing to pay
15 premium compensation for noncompliant meal periods; (4) failing to provide Plaintiff and Aggrieved
16 Employees with compliant rest periods to which they are entitled by law, and failing to pay premium
17 compensation for noncompliant rest periods; (5) failing to reimburse Plaintiff and Aggrieved
18 Employees for necessary business expenses; (6) failing to provide Plaintiff and Aggrieved Employees
19 true and accurate itemized wage statements; and (7) failure to pay Plaintiff and Aggrieved Employees
20 all wages due upon termination.

21 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
22 attorneys’ fees for these violations under the Labor Code Private Attorneys General Act (“PAGA”).

23 **PARTIES**

24 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
25 employees of Defendants in the State of California. The Aggrieved Employees work as, among other
26 positions, hourly paid sales associates, seasonal associates, cashiers, customer experience leads, and
27 other hourly non-exempt employees in California.
28

1 6. Plaintiff Tania Suarez is an individual over the age of eighteen and, at all times relevant
2 to this Complaint, was a resident of the State of California.

3 7. Plaintiff worked for Defendants as a sales associate and supervisor in San Diego,
4 California, from approximately October 2009 to February 2025.

5 8. Plaintiff is informed, believes, and thereon alleges that Defendant Victoria's Secret
6 Stores, LLC is a Delaware limited liability company with its principal place of business located in
7 Reynoldsburg, Ohio. Victoria's Secret is registered to do business in the State of California and does
8 business in the State of California. Victoria's Secret may be served with process by serving its
9 registered agent, CT Corporation System, 330 N. Brand Blvd., Glendale, California.

10 9. Plaintiff is informed, believes, and thereon alleges that Defendant Bath & Body Works,
11 Inc. is a Delaware limited liability company with its principal place of business located in Columbus,
12 Ohio.

13 10. Plaintiff is informed, believes, and thereon alleges that Defendants employ hundreds
14 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
15 believes, and thereon alleges that, in California, Defendants own, operate, and/or manage locations in
16 this county. Plaintiff is informed, believes, and thereon alleges that Defendants employ Aggrieved
17 Employees, among other hourly employees, in this County and throughout California.

18 11. At all material times, Defendants do business under the laws of California, have places
19 of business in the State of California, including in this County, and employ Aggrieved Employees in
20 this County. Defendants are "persons" as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code
21 § 17201. Defendants are also "employers" as that term is used in the California Labor Code and the
22 IWC Wage Orders.

23 12. Defendants employ Plaintiff and Aggrieved Employees because Defendants, directly
24 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
25 Plaintiff and Aggrieved Employees.

26 **SUBJECT MATTER JURISDICTION AND VENUE**

27 13. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
28 Defendants conduct business and employ Aggrieved Employees in this County, and therefore the

1 liability and the cause, or some part of the cause, arose in this County.

2 14. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
3 The Court also has jurisdiction over Defendants because they are companies authorized to do business
4 in the State of California, and because Defendants do in fact do business and employ workers in the
5 State of California.

6 **FACTUAL ALLEGATIONS**

7 15. Upon information and belief, Victoria's Secret is a specialty retailer that sells a wide
8 range of products, including lingerie, sleepwear, activewear, and beauty products across the United
9 States, including in California.

10 16. Plaintiff worked for Defendants as a sales associate and supervisor in San Diego,
11 California from approximately October 2009 to February 2025. Plaintiff's primary duties included
12 assisting customers, setting up floor displays, and operating registers during sales transactions.
13 Plaintiff was compensated at an hourly rate of \$19.

14 17. Plaintiff usually worked approximately seven (7) or eight (8) hours or more per shift
15 for approximately five (5) shifts per week. On average, Plaintiff typically worked in 35 to 40 hours
16 per week, or more.

17 18. Plaintiff is informed, believes, and thereon alleges that Defendants employ and have
18 employed hundreds of workers similarly situated to Plaintiff in California.

19 19. Aggrieved Employees perform their jobs under Defendants' supervision using materials
20 and technology approved and supplied by Defendants.

21 20. Aggrieved Employees are required to follow and abide by Defendants' common work,
22 time, and pay policies and procedures in the performance of their jobs.

23 21. At the end of each pay period, Aggrieved Employees receive wages from Defendants
24 that are determined by common systems and methods that Defendants select and control.

25 22. Plaintiff is informed, believes, and thereon alleges that Defendants' policies and
26 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
27 location in the State of California.

28 23. Upon information and belief, Plaintiff and Aggrieved Employees worked more than

eight (8) hours per day and/or more than forty (40) hours in at least one workweek during the one (1) year before this Complaint was filed.

24. Defendants require Plaintiff and Aggrieved Employees to perform substantial work off-the-clock and without compensation. For instance, when Plaintiff and Aggrieved Employees arrived for work, Defendants require that they unlock the gate in front of the store, turn on the lights, and turn off the store alarm, among other tasks, before clocking in.

25. Furthermore, when Plaintiff and Aggrieved Employees clock out for their 30-minute meal periods, Defendants require Plaintiff and Aggrieved Employees remain available and respond to work-related inquiries from their supervisors and/or coworkers without delay, thereby prohibiting them from leaving the premises. Defendants provide Plaintiff and Aggrieved Employees with walkie-talkies which they are required to wear and keep on during the entirety of their shifts, including during clocked-out meal breaks. Plaintiff and Aggrieved Employees are routinely asked, via walkie-talkie, to return to the floor and attend and assist Defendants' customers, replenish merchandise, check inventories, and clean and organize the store during their clocked-out meal breaks.

26. Moreover, when Plaintiff and Aggrieved Employees work a closing shift, Defendants require that they clock out for the end of their shift but continue working. After clocking out, Plaintiff and Aggrieved Employees are instructed to go through a check list of closing tasks, including but not limited to closing and locking the cash registers for the night, putting product out on the sales floor, processing payroll, preparing bank deposits and change orders, and cleaning the store. Plaintiff and Aggrieved Employees are also required to undergo bag checks after they clock out for the end of their scheduled shifts.

27. In addition, Plaintiff and Aggrieved Employees must participate in work-related calls and respond to work-related text messages from their supervisor(s) and/or co-workers when they are clocked out of work and/or during days off. These work-related calls and text messages entail, *inter alia*, discussing updated store promotions and keeping track of sales goals and inventory and addressing customer service issues. Defendants require Plaintiff and Aggrieved Employees to continue participating in these calls and responding to these text messages outside of their shift so that they remain up to date regarding store activities.

1 28. All this time spent working by Plaintiff and Aggrieved Employees, while off-the-clock,
2 goes unrecorded and therefore uncompensated even though it should be paid at minimum wage and/or
3 overtime rates under California law, giving rise to minimum wage and overtime violations.

4 29. To the extent Defendants pay some overtime to Plaintiff and Aggrieved Employees,
5 Defendants fails to pay overtime premiums at the requisite rate. Indeed, Defendants pay Plaintiff and
6 Aggrieved Employees non-discretionary bonuses based on sales performance. However, Defendants
7 do not factor in payments of these non-discretionary bonuses when calculating Plaintiff and Aggrieved
8 Employees' regular rate of pay for purpose of determining their overtime rate of pay. As a result,
9 Defendants underpays overtime premiums to Plaintiff and Aggrieved Employees.

10 30. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
11 these same overtime payments policies and practices across all of Defendants' locations throughout
12 California.

13 31. As explained above, Plaintiff and Aggrieved Employees are required to remain inside
14 Defendants' stores and on call during their meal breaks. In addition, Plaintiff and Aggrieved
15 Employees are frequently interrupted with work related inquiries and asked that they perform work
16 during their meal break including but not limited to returning to the floor to attend and assist
17 Defendants' customers, replenishing merchandise, checking inventories, and cleaning and organizing
18 the store.

19 32. As a result, Defendants fail to provide Plaintiff and Aggrieved Employees with duty-
20 free uninterrupted meal breaks.

21 33. Defendants also do not pay Plaintiff and Aggrieved Employees the requisite meal break
22 premiums to which they are entitled to for these non-compliant meal breaks.

23 34. For the same reasons, Defendants routinely fail to authorize or permit off duty, paid rest
24 breaks of at least 10 minutes every four hours of work.

25 35. Here again, Defendants do not pay Plaintiff and Aggrieved Employees rest break
26 premiums to which they are entitled for these non-compliant rest breaks.

27 36. Plaintiff is informed, believes, and thereon alleges that Defendants utilize and apply
28 these meal and rest break policies and practices across all of Defendants' locations throughout

1 California.

2 37. Further, Defendants fail to provide Plaintiff and Aggrieved Employees with proper
3 reimbursement for using their personal cell phone in the performance of their job duties. Indeed,
4 Plaintiff and Aggrieved Employees are required to respond to calls and text messages from their
5 supervisor(s) and/or coworkers. Plaintiff and Aggrieved Employees also use their cell phones to assist
6 customers to check store information and refer to items on the Victoria's Secret website. However,
7 Defendants do not reimburse Plaintiff and Aggrieved Employees for this necessary business expense
8 giving rise to violations of California Labor Code § 2802.

9 38. Defendants' failure to pay for all hours worked, including minimum wage and overtime
10 compensation, and failure to pay premiums for non-compliant meal and rest breaks also result in a
11 failure to provide Plaintiff and Aggrieved Employees accurate itemized wage statements as required
12 by California law.

13 39. Moreover, Defendants do not provide Plaintiff and Aggrieved Employees who are
14 Defendants' former employees with full payment of all wages owed at the end of their employment.
15 Plaintiff and separated Aggrieved Employees are owed wages for all hours worked, including
16 minimum wage and overtime, and premiums for non-compliant meal and rest breaks when their
17 employment ends. As a consequence, Defendants are subject to waiting time penalties under the
18 California Labor Code.

19 40. Plaintiff is informed, believes, and thereon alleges that Defendants' unlawful conduct
20 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants'
21 operations in the State of California.

22 **FIRST CAUSE OF ACTION**

23 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

24 **(On Behalf of the State of California and Aggrieved Employees)**

25 41. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
26 herein.

27 42. Cal. Lab. Code § 2699(a) provides:

28 Notwithstanding any other provision of law, any provision of this code

that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and to other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.

43. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, as alleged above, to pay all wages to Plaintiff and the Aggrieved Employees: (i) in compliance with Cal. Lab. Code § 204, in the amounts established by Cal. Lab. Code § 210; (ii) in compliance with Cal. Lab. Code §§ 1182.12 and 1197, in the amounts established by Cal. Lab. Code § 1197.1; and (iii) in compliance with Cal. Lab. Code § 510, in the amounts established by Cal. Lab. Code § 558.

44. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, as alleged above, to provide meal and rest periods, or premium wages in lieu, to Plaintiff and the Aggrieved Employees: (i) in compliance with Cal. Lab. Code §§ 226.7 and 512, in the amounts established by Cal. Lab. Code § 558; (ii) or alternatively, in compliance with Cal. Lab. Code § 204, in the amounts established by Cal. Lab. Code § 210.

45. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to provide accurate itemized wage statements, to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code § 226, in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

46. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 6, 2026, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this claim. On February 6, 2026, Plaintiff mailed Defendants a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

47. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and herself as set forth in Cal. Lab. Code § 2699.

1 48. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
2 (k)(1).

3 49. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
4 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
5 and costs as set forth below.

6 50. Wherefore, Plaintiff requests relief as hereinafter provided.

7 **SECOND CAUSE OF ACTION**

8 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

9 **(On Behalf of the State of California and Aggrieved Employees)**

10 51. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
11 herein.

12 52. Cal. Lab. Code § 2699(f) provides:

13 For all provisions of this code except those for which a civil penalty is
14 specifically provided, there is established a civil penalty for a violation
15 of these provisions, as follows: . . . (2) If, at the time of the alleged
16 violation, the person employs one or more employees, the civil penalty
17 is one hundred dollars (\$100) for each aggrieved employee per pay
18 period . . . (B) The civil penalty is two hundred dollars (\$200) for each
19 aggrieved employee per pay period if either of the following are met: (i)
20 Within the five years preceding the alleged violation, the agency or any
21 court issued a finding or determination to the employer that its policy or
22 practice giving rise to the violation was unlawful. (ii) The court
23 determines that the employer's conduct giving rise to the violation was
24 malicious, fraudulent, or oppressive.

25 53. Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
26 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
27 Lab. Code §§ 201, 202, 203, 226.7, 1174(d), 1198, and 2802.

28 54. Plaintiff also seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
Aggrieved Employees for violations of Cal. Lab. Code provisions §§ 204, 226, 226.8, 510, 512,
1182.12, 1197, 1198, and any other violation alleged herein on an alternate theory to the extent the
violation is determined not to carry penalties under Cal. Lab. Code § 2699(a).

1 55. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
2 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
3 commission basis or method of calculation.”

4 56. IWC Wage Order 4-2001(2)(L) defines hours worked as “the time during which an
5 employee is subject to the control of an employer and includes all the time the employee is suffered
6 or permitted to work, whether or not required to do so.”

7 57. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
8 conditions that violate the Wage Orders.

9 58. Cal. Lab. Code § 510 provides, in relevant part:

10 Eight hours of labor constitutes a day’s work. Any work in excess of
11 eight hours in one workday and any work in excess of 40 hours in any
12 one workweek and the first eight hours worked on the seventh day of
13 work in any one workweek shall be compensated at the rate of no less
14 than one and one-half times the regular rate of pay for an employee. Any
15 work in excess of 12 hours in one day shall be compensated at the rate
16 of no less than twice the regular rate of pay for an employee. In addition,
17 any work in excess of eight hours on any seventh day of a workweek
18 shall be compensated at the rate of no less than twice the regular rate of
19 pay of an employee. Nothing in this section requires an employer to
20 combine more than one rate of overtime compensation in order to
21 calculate the amount to be paid to an employee for any hour of overtime
22 work.

23 59. Cal. Lab. Code § 1194 provides, in relevant part:

24 Notwithstanding any agreement to work for a lesser wage, any
25 employee receiving less than the legal minimum wage or the legal
26 overtime compensation applicable to the employee is entitled to recover
27 in a civil action the unpaid balance of the full amount of this minimum
28 wage or overtime compensation, including interest thereon, reasonable
29 attorney’s fees, and costs of suit.

30 60. Defendants’ policies and practices include malicious, fraudulent, or oppressive conduct
31 giving rise to wage and overtime violations.

32 61. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
33 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
34 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing
35 an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
36 and from employing an employee more than ten (10) hours per day without providing the employee
37 with a second meal period of not less than thirty (30) minutes. Unless the employee is relieved of all
38

1 duty during the thirty-minute meal period and ten-minute rest period, the employee is considered “on
2 duty” and the meal period is counted as time worked under the applicable wage orders.

3 62. Cal. Lab. Code § 226.7 requires Defendants to pay employees one (1) additional hour
4 of pay at their regular rate of compensation for each workday that a timely, compliant meal or rest
5 period is not provided.

6 63. Defendant’s policies and practices result in meal and rest periods violations and
7 Defendant’s failure to pay proper premium payments for non-compliant meal breaks and rest breaks.

8 64. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
9 employment are due and payable twice during each calendar month....”

10 65. IWC Wage Order 4-2001(2)(L) defines hours worked as “the time during which an
11 employee is subject to the control of an employer and includes all the time the employee is suffered
12 or permitted to work, whether or not required to do so.”

13 66. Defendants’ failure to reimburse for necessary business expenses is a violation of Cal.
14 Lab. Code § 2802.

15 67. Defendant’s policies and practices result in failure to pay all wages and to pay wages,
16 including overtime, and meal and rest period premiums, timely under the timeframes set forth in
17 Section 204.

18 68. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
19 Code § 2699(a), or as an alternate theory as appropriate and/or necessary, Plaintiff seeks civil penalties
20 pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved
21 Employee was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks
22 penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations
23 of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 226.7, 510, 512,
24 1194, 1198 and 2802; IWC Wage Order 4-2001; and any other violation alleged herein which does
25 not carry penalties under Cal. Lab. Code § 2699(a).

26 69. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 6, 2026, Plaintiff
27 provided the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to
28 file this claim. On February 6, 2026, Plaintiff mailed Defendant a copy of such notice via certified

1 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff
2 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
3 Code § 2699.3(a).

4 70. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
5 Employees, and herself as set forth in Cal. Lab. Code § 2699(g)(1).

6 71. Plaintiff further seeks injunctive relief pursuant to Cal. Lab. Code §§ 2699(e)(1) and
7 (k)(1).

8 72. Defendants are liable to Plaintiff, Aggrieved Employees, and the State of California for
9 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
10 and costs as set forth below.

11 73. Wherefore, Plaintiff requests relief as hereinafter provided.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff prays for relief as follows:

- 14 1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal.
15 Lab. Code as alleged herein;
- 16 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil
17 penalties provided under the PAGA;
- 18 3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code §
19 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 20 4. For all costs of suit; and
- 21 5. For such other and further relief as this Court deems just and proper.

22
23 Respectfully Submitted,

24 Date: April 14, 2026

25 

26 Carolyn H. Cottrell
27 Esther L. Bylsma
28 Philippe M.J. Gaudard
**SCHNEIDER WALLACE
COTTRELL KIM LLP**

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Date: April 14, 2026

Respectfully Submitted,



Carolyn H. Cottrell
Esther L. Bylsma
Philippe Gaudard
SCHNEIDER WALLACE
COTTRELL KIM LLP

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*