

Amy S. Ramsey (SBN 315981)
ADVANTAGE ADVOCATES, P.C.
21 Miller Alley, Suite 56
Pasadena, CA 91103
Telephone: (626) 310-0100
Fax: (626) 310-0103
Email: aramsey@advantage-law.com
Attorney for Plaintiff
ANASTASIIA BALYNSKA

Electronically FILED by
Superior Court of California,
County of Los Angeles
5/30/2024 11:46 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Ruiz, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANASTASIIA BALYNSKA (individually
and as an aggrieved employee and private
attorney general),

Plaintiff,

vs.

LOS ANGELES MAISON, LLC (a
California limited liability company),
ACCOR MANAGEMENT US, INC (a
Delaware corporation) and DOES 1
through 25, inclusive,

Defendants.

Case No. **24STCV13476**

INDIVIDUAL AND REPRESENTATIVE
ACTION COMPLAINT

1. Failure to Pay Overtime
2. Failure to Pay Meal and Rest Premiums at the Regular Rate of Compensation
3. Untimely Payment of Final Wages
4. Failure to Provide Accurate Itemized Wage Statements
5. Violation of California Labor Code § 2699, *et seq.*

Plaintiff Anastasiia Balynska (hereinafter “Plaintiff”) brings this action against Los Angeles Maison, LLC (a California limited liability company), Accor Management US, Inc. (a Delaware corporation) and/or DOES 1 through 25, inclusive (hereinafter collectively referred to herein as “Defendants”). Plaintiff brings this case as a representative action on behalf of herself and certain other current and former employees of any or all Defendants against whom one or more of the alleged violations was committed, namely, all non-exempt employees of Defendants in California from August

22, 2022 until the conclusion of the is action (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections, 2699, *et seq.* Defendants jointly employed Plaintiff, and Plaintiff is an aggrieved employee against whom one or more of the alleged violations was committed. 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 PARTIES

1. Plaintiff is, and at all times mentioned in this complaint was, a resident of Los Angeles County, California.

2. Los Angeles Maison, LLC is a California limited liability company with its principal place of business in National Harbor, Maryland. Los Angeles Maison, LLC does business in California as Sofitel.

3. Accor Management US, Inc. (“Accor”) is the parent company of Los Angeles Maison, LLC, and it jointly employed Plaintiff and the Aggrieved Employees. Upon information and belief, Accor either established, approved, or was complicit in all the wage and hour practices at issue in this action.

4. The names and capacities of DOES 1 through 25, inclusive (“DOES”), are unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff’s injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the court to amend this complaint to allege the true names and capacities of such DOE defendants when ascertained.

5. Plaintiff is informed and believes, and thereon alleges, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employers, and/or under the direction and control of, each of the other Defendants, and that said acts and failure to act were within

1 the course and scope of said agency, employment, and/or direction and control.

2 6. Plaintiff is informed and believes, and based thereon alleges, that each
3 Defendant acted in all respects pertinent to this action as the agent of the other
4 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
5 thereto, and the acts of each Defendant are legally attributable to the other Defendants.

6 7. As a direct and proximate cause of Defendants' unlawful conduct, Plaintiff
7 and the Aggrieved Employees have suffered Labor Code violations, and Defendants are
8 liable for damages to Plaintiff and for penalties to the State and to all Aggrieved
9 Employees in amounts as yet unascertained, but subject to proof at trial, and within the
10 jurisdiction of this Court.

11 8. All Defendants were responsible for the events and damages alleged herein,
12 including on the following bases: (a) Defendants committed the acts alleged; (b) at all
13 relevant times, one or more of the Defendants was the agent or employee, and/or acted
14 under the control or supervision of one or more of the remaining Defendants, and in
15 committing the acts alleged, acted within the course and scope of such agency and
16 employment and/or is or are otherwise liable for Plaintiff's damages; (c) at all relevant
17 times, there existed a unity of ownership and interest between or among two or more of
18 the defendants such that any individuality and separateness between or among those
19 defendants has ceased, and Defendants are the alter egos of one another. Defendants
20 exercised domination and control over one another to such an extent that any
21 individuality or separateness of Defendants does not, and at all times herein mentioned
22 did not, exist. Adherence to the fiction of the separate existence of Defendants would
23 permit abuse of the corporate privilege and would sanction fraud and promote injustice.
24 All actions of all Defendants were taken by employees, supervisors, executives, officers,
25 managers/members, and directors during Plaintiff's and the Aggrieved Employees'
26 employment with all Defendants, were taken on behalf of all Defendants, and were
27 engaged in, authorized, ratified, and approved of by all other Defendants.

- 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

- 2
- 3
- 4
- 5

6
7
8
9
10
11
12
13

14
15
16
17
18

19

20
2122
2324
25

26
27
28

1 employer in addition to, Los Angeles Maison, LLC. This includes, but is not limited to,
2 Accor.

3 16. Plaintiff started working as a Front Desk Agent at the Sofitel Beverly Hills,
4 on approximately March 9, 2023. Once hired, Plaintiff completed a post-hire information
5 form for Accor. Plaintiff's work hours were tracked on Accor's Dayforce account, and
6 her payroll was processed through Dayforce on Accor's account.

7 17. The entity identified as Plaintiff's employer on her wage statements is
8 "Los Angeles Maison, LLC," but the Accor name and logo appear on her wage
9 statements as well. Plaintiff authorized Accor to pay her through direct deposit.

10 18. Plaintiff's employment was subject to several Accor policies that governed
11 the terms and conditions of her employment, including but not limited to: the
12 Discrimination and Harassment Prevention Policy; Grooming & Appearance Policy;
13 Privacy & Confidentiality Policy; Computer Use Policy; Anti-Bribery & Corruption
14 Policy; Ethics and Social Responsibility Charter.

15 19. IWC Wage Order No. 5 applies to this matter because that is the industry
16 order that applies to hotels, the industry in which Plaintiff worked for Defendants.

17 20. Under Wage Order 5, section 2(H), an "employer" is defined as any person
18 "who directly or indirectly, or through an agent or any other person, employs or exercises
19 control over the wages, hours, or working conditions of any person."

20 21. Under the Wage Order's definition of employer, both Los Angeles Maison,
21 LLC and Accor Management US, Inc. were the Plaintiff's employers, as each of them
22 exercised control over her wages, hours, or working conditions.

23 22. Plaintiff worked at Sofitel Beverly Hills, 8555 Beverly Boulevard, Los
24 Angeles, CA 90048 location from March 29, 2023, until June 1, 2023. During the time
25 period relevant to this complaint, Plaintiff worked as a Front Desk Agent.

26 23. During her employment with Defendants, Plaintiff earned an hourly wage
27 as a non-exempt employee. She also earned additional wages under Defendants'
28 incentive programs.

1 24. In one such program, Defendants gave employees a Starbucks card for each
2 time a guest complimented an employee's service and mentioned them by name. Plaintiff
3 earned seven of these.

4 25. Defendants had another incentive program for enrolling guests in the
5 hotel's loyalty program. The top three employees with the most enrollments received
6 Visa gift cards.

7 26. Defendant also had an incentive program for add-ons and upsells. It was
8 supposed to pay employees 10% of the price of the add-on or upsell. Plaintiff upsold a
9 guest with three regular rooms to three suites. The difference was \$500 per night, for 3
10 rooms, for 3 nights. Thus, it owed Plaintiff \$450 ($(\$500 * 3 * 3) * .10 = \450). Defendant
11 never paid Plaintiff for that or any of her other add-ons and upsells.

12 27. Defendants paid Plaintiff with a \$150 gift card when terminated her
13 employment. Although Defendant provided no explanation of what the gift card payment
14 was meant to cover, and it was not shown as wages on her wage statement, Plaintiff
15 believes this was meant to pay her under the incentive programs.

16 28. Plaintiff disputes that this gift card was enough to compensate her for what
17 she earned under the incentive program, and she alleges that it is unlawful to pay wages
18 by gift card.

19 29. Labor Code Section 212(a) provides that: No person, or agent or officer
20 thereof, shall issue in payment of wages due, or to become due, or as an advance on
21 wages to be earned:

22 (1) Any order, check, draft, note, memorandum, or other acknowledgment of
23 indebtedness, unless it is negotiable and payable in cash, on demand, without
24 discount, at some established place of business in the state, the name and address
25 of which must appear on the instrument, and at the time of its issuance and for a
26 reasonable time thereafter, which must be at least 30 days, the maker or drawer
27 has sufficient funds in, or credit, arrangement, or understanding with the drawee
28 for its payment.

1 (2) Any scrip, coupon, cards, or other thing redeemable, in merchandise or
2 purporting to be payable or redeemable otherwise than in money.

3 30. Defendants violated this section of the Labor Code by paying Plaintiff and
4 the Aggrieved Employees wages via gift card.

5 31. Defendants also paid Plaintiff other incentive pay as part of her paycheck,
6 and which was reflected on her wage statements. Plaintiff worked overtime and was
7 entitled to premium pay for missed meal and/or rest breaks in the same week she
8 received incentive pay. The incentive pay was not factored into Plaintiff's rate of pay for
9 overtime or premium pay.

10 32. Upon information and belief, Defendants paid other Aggrieved Employees
11 wages by gift card, which were not reflected on their wage statements at all, and also
12 paid Aggrieved Employees incentive pay that was not included in their regular rate of pay
13 for overtime or the regular rate of compensation for meal and rest premium pay.

14 33. Because Defendants failed to pay Plaintiff and the Aggrieved Employees
15 their incentive pay, or pay overtime and meal/rest premiums at the proper rate of pay,
16 Defendants failed to pay wages timely during employment in violation Labor Code
17 section 204.

18 34. Defendants terminated Plaintiff's employment on June 1, 2023.
19 Defendants did not pay her final wages upon termination in violation of Labor Code
20 Sections 201 and 202, and it did not pay her waiting time penalties due under Labor Code
21 section 203. Defendants similarly failed to pay wages to the Aggrieved Employees during
22 their employment and upon termination of employment.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(By Plaintiff Individually And Against All Defendants)**

26 35. Plaintiff incorporates by reference, and realleges as if fully stated herein,
27 each and every allegation set forth above.

28 36. California Labor Code section 1198 and the applicable Industrial Welfare

Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-a-half or two-times that person’s regular rate of pay, depending on the number of hours worked on a daily or weekly basis.

37. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiff at the rate of one-and-one-half Plaintiff’s regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

38. California Labor Code section 510(a) codifies the right to overtime compensation at one-and-one-half times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh day of work, and twice the regular rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

39. During the relevant time period, Plaintiff regularly worked hours that triggered her right to overtime compensation, but Defendants intentionally and willfully failed to pay Plaintiffs’ full overtime wages because it did not pay her the full amounts owed under its incentive programs, and the amounts that Defendants did pay were not included in Plaintiff’s regular rate of pay.

40. Defendants’ failure to pay Plaintiff’s overtime compensation as required by law violates the provisions of the applicable Wage Order and California Labor Code sections 510(a) and 1198.

41. Pursuant to California Labor Code section 1194(a), Plaintiff is entitled to recover unpaid overtime compensation, as well as interest, costs and attorneys’ fees.

SECOND CAUSE OF ACTION

FAILURE TO PAY MEAL AND REST PREMIUMS AT THE REGULAR RATE OF COMPENSATION

(By Plaintiff Individually and Against All Defendants)

42. Plaintiff incorporates by reference, and realleges as if fully stated herein,

1 each and every allegation set forth above.

2 43. Wage Order 5 and California Labor Code sections 226.7(c) applied to
3 Plaintiff's and the Aggrieved Employees' employment by Defendants.

4 44. Pursuant to the applicable IWC Wage Order 5, subdivision 11(B), and
5 California Labor Code section 226.7(c), Defendant should have paid Plaintiff one
6 additional hour of pay at her regular rate of compensation for each workday that a meal
7 period was not provided, and a premium was not paid.

8 45. To the extent Defendants paid any premiums, it paid them at Plaintiff's
9 base hourly rate, not the regular rate of compensation as required under *Ferra v. Loews*
10 *Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021).

11 46. Defendants intentionally and willfully failed to pay Plaintiff properly for
12 the meal and rest premiums owed to her.

13 47. Defendants' conduct violates Labor Code 226.7(c).

14 **THIRD CAUSE OF ACTION**

15 **UNTIMELY PAYMENT OF FINAL WAGES**

16 **(By Plaintiff Individually and Against All Defendants)**

17 48. Plaintiff incorporates by reference, and realleges as if fully stated herein,
18 each and every allegation set forth above.

19 49. California Labor Code sections 201 and 202 provide that if an employer
20 discharges an employee, the wages earned and unpaid at the time of discharge are due
21 and payable immediately, and if an employee quits his or her employment, his or her
22 wages shall become due and payable not later than seventy-two hours thereafter, unless
23 the employee has given seventy-two hours' notice of his or her intention to quit, in which
24 case, the employee is entitled to his or her wages at the time of quitting.

25 50. Plaintiff's employment with Defendants was terminated by involuntary
26 discharge by Defendants. Defendants intentionally and willfully failed to Plaintiff upon
27 termination all of her wages, earned and unpaid, including but not limited to incentive
28 pay, overtime wages, and premium pay as required by law.

1 51. This failure to pay earned and unpaid wages is a violation of California
2 Labor Code sections 201 and 202.

3 52. California Labor Code section 203 provides that if an employer willfully
4 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
5 employee shall continue as a penalty (“waiting time penalty”) from the due date thereof
6 at the same rate or until paid or until an action is commenced; but the wages shall not
7 continue for more than thirty (30) days.

8 53. Plaintiff's wages have been due and owing for more than 30 days since
9 Plaintiff's termination of employment, and Defendants' failure to pay was willful. Thus,
10 Defendants are liable to Plaintiff for 30 days' pay.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(By Plaintiff Individually Against All Defendants)**

14 54. Plaintiff incorporates by reference, and realleges as if fully stated herein,
15 each and every allegation set forth above.

16 55. California Labor Code section 226(a) provides that every employer shall
17 furnish each of its employees an accurate itemized statement in writing showing: (1)
18 gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
19 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
20 all deductions, provided that all deductions made on written orders of the employee may
21 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
22 period for which the employee is paid, (7) the name of the employee and only the last four
23 digits of his or her social security number or an employee identification number other
24 than a social security number, (8) the name and address of the legal entity that is the
25 employer, and (9) all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee.

27 56. Defendants failed to provide Plaintiff with complete and accurate wage
28 statements. The deficiencies include, but are not limited to, failure to properly identify

1 the employer on the wage statement, failure to reflect wages paid via gift card, and
2 failure to show the correct overtime and premium pay rates that included all types of
3 wages, including but not limited to, incentive pay and wages paid by gift card.

4 57. Because of Defendants' violation of California Labor Code section 226(a),
5 Plaintiff has suffered injury and damage to her statutorily protected rights.

6 58. Plaintiff was denied both her right to receive, and her protected interest in
7 receiving, accurate and itemized wage statements pursuant to California Labor Code
8 section 226(a).

9 59. Because Defendants' failure to provide accurate itemized wage statement
10 was knowing and intentional, Plaintiff is entitled to recover from Defendants the greater
11 of her actual damages caused by Defendants' violation of Labor Code Section 226(a), or
12 an aggregate penalty not to exceed four thousand dollars, pursuant to Labor Code section
13 226(e).

14 **FIFTH CAUSE OF ACTION**

15 **VIOLATION OF CALIFORNIA LABOR CODE § 2699, ET SEQ.**

16 **(By Plaintiff on Behalf of the Aggrieved Employees Against All Defendants)**

17 60. Plaintiff incorporates by reference, and realleges as if fully stated herein,
18 each and every allegation set forth above. Plaintiff also alleges that Defendants
19 committed against the Aggrieved Employees each of the Labor Code violations that they
20 committed against her, as described herein.

21 61. Plaintiff brings this cause of action as a representative action on behalf of
22 herself and similarly situated Aggrieved Employees in the capacity as a private attorney
23 general pursuant to the Private Attorneys General Act of 2004, California Labor Code
24 section 2398, et seq. ("PAGA").

25 62. PAGA specifically provides for a private right of action to recover civil
26 penalties for violations of the Labor Code as follows: "Notwithstanding any other
27 provision of law, any provision of this code that provides a civil penalty to be assessed
28 and collected by the Labor Workforce Development Agency or any of its departments,

1 divisions, commissions, boards, agencies, or employees, for a violation of this code, may,
2 as an alternative, be recovered through a civil action brought by an aggrieved employee
3 on behalf of himself or herself and other current or former employees pursuant to the
4 procedures specified in Section 2699.3.” California Labor Code § 2699(a).

5 63. Plaintiff was employed by Defendants, and the Labor Code violations
6 alleged above were committed against her during the time of her employment. Plaintiff
7 and the other non-exempt employees of Defendants are therefore “aggrieved employees”
8 as defined by California Labor Code section 2699(c) in that they are all current or former
9 employees of Defendants, and one or more of the alleged violations were committed
10 against them.

11 64. As set forth in detail above, during all times relevant to this Action,
12 Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of
13 the California Labor Code by:

- 14 a) Paying Plaintiff and the Aggrieved Employees wages by gift card, rather than in
15 an instrument redeemable as money in violation of Labor Code section 212;
- 16 b) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
17 compensation in violation of Labor Code § 510 and 1198;
- 18 c) Failing to pay Plaintiff and the Aggrieved Employees premium pay at their regular
19 rate of compensation for all meal and rest violations in violation of Labor Code §
20 226.7(c);
- 21 d) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
22 during employment in violation of Labor Code § 204;
- 23 e) Failing to timely pay Plaintiff and the Aggrieved Employees final wages in
24 violation of Labor Code §§ 201 and 202;
- 25 f) Failing to timely pay Plaintiff and the Aggrieved Employees waiting time
26 penalties due under Labor Code § 203;
- 27 g) Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate
28 itemized wage statements in violation of Labor Code § 226(a); and

1 h) Failing to maintain accurate records relating to Plaintiff and the Aggrieved
2 Employees' total wages and compensation and applicable pay rates in violation of
3 Labor Code § 1174(d) and the applicable IWC Wage Order.

4 65. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
5 individually and on behalf of the Aggrieved Employees and the State of California,
6 requests and is entitled to recover penalties against Defendants for the Labor Code
7 violations described above, including but not limited to penalties under California Code
8 of Regulations Title section 11040, and penalties under California Labor Code sections
9 2699, 558, 210, 226.3, 1174.5 and any and all additional penalties and sums as provided
10 by the California Labor Code and/or other statutes. The exact amount of applicable
11 penalties, in all, is in an amount to be shown according to proof at trial.

12 66. Plaintiff has exhausted her administrative remedies pursuant to Labor
13 Code section 2699.3. On August 22, 2023, Plaintiff's counsel submitted, via online
14 filing with the LWDA and certified mail to Defendants, notice of the specific provisions
15 of the Labor Code and IWC Wage Orders that Defendants have violated, including the
16 facts and theories that support those violations, and of Plaintiff's intent to bring a claim
17 for civil penalties under PAGA. Plaintiff also paid the filing fee required by Labor Code
18 section 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since
19 the filing of the notice, and the LWDA has not indicated that it intends to investigate the
20 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to
21 recover penalties for herself and other Aggrieved Employees pursuant to Labor Code
22 section 2699.3.

23 67. Plaintiff was compelled to retain the services of counsel to file this Action
24 to protect her interests and those of the Aggrieved Employees, and to assess and collect
25 the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable
26 attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any other
27 applicable statute.
28

- 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

As to the First Cause of Action

69. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable Wage Order 5, subdivision 3(A) by willfully failing to pay all overtime wages due to Plaintiff;

69. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable Wage Order 5, subdivision 3(A) by willfully failing to pay all overtime wages due to Plaintiff;

70. For general unpaid wages at overtime wage rates;

71. For attorneys fees and costs under Labor Code section 218.5;

72. For pre-judgment interest at the rate of 10% on any unpaid compensation commencing from the date such amounts are due, per Labor Code section 218.6; and

73. For such other and further relief as the Court may deem just and proper

74. That the Court declare, adjudge, and decree that Defendants violated Wage Order 5, subdivisions 11(A) and (B) and California Labor Code section 226.7(c) by failing to pay premium pay at Plaintiff's regular rate of compensation;

75. That the Court award Plaintiff the amount of unpaid premium pay;

76. For prejudgment interest on any unpaid wages from the date such amounts were due.

79. That the Court declare, adjudge and decree that Defendants violated Labor Code Sections 201 and 202 by willfully failing to pay Plaintiff all compensation owed when Plaintiff's employment terminated;

80. For statutory penalties under Labor Code Section 203;

81. For attorneys' fees and costs pursuant to Labor Code section 218.5; and

1 82. For such other and further relief as the Court may deem just and proper.

2 **As to the Fourth Cause of Action**

3 83. That the Court declare, adjudge and decree that Defendants violated Labor
4 Code Section 226(a) by failing to provide Plaintiff with accurate itemized wage
5 statements;

6 84. For actual damages according to proof;

7 85. For statutory penalties under Labor Code Section 226(e);

8 86. For attorneys' fees and costs pursuant to Labor Code Sections 226(e) and
9 226(h); and

10 87. For such other and further relief as the Court may deem just and proper.

11 **As to the Fifth Cause of Action**

12 88. That the Court declare, adjudge and decree that Defendants violated Labor
13 Code Sections 510, 1198, 226.7(c), 201, 202, 203, 204, 226(a), and 1174.5 as to the
14 Aggrieved Employees.

15 89. For the imposition of civil penalties pursuant to California Labor Code §§
16 2699, 210, 558(a), 226.3, 1174.5 and all other penalties allowed by the California Labor
17 Code and/or other applicable statutes;

18 90. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of the
19 California Labor Code; and

20 91. For such other relief as the court deems just and proper.

21 Dated: May 30, 2024

ADVANTAGE ADVOCATES, P.C.

22

23

By: 
AMY S. RAMSEY
Attorney for Plaintiff
ANASTASIIA BALYNSKA

24

25

26

27

28