

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Elizabeth L. Harrier, Esq. (SBN 319550)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
eharrier@lelawfirm.com
WHT1@lelawfirm.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/17/2023 10:27 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Williams, Deputy Clerk

Attorneys for Plaintiff DARREN EDMON,
on behalf of himself and current and former aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT

DARREN EDMON, on behalf of himself and
current and former aggrieved employees,

Plaintiff,

vs.

PROLINK HEALTHCARE; MARTIN
LUTHER KING, JR. – LOS ANGELES (MLK-
LA) HEALTHCARE CORPORATION; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **23STCV28214**

PAGA ACTION

**PLAINTIFF DARREN EDMON'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff DARREN EDMON ("Plaintiff"), who alleges and complains
against Defendants PROLINK HEALTHCARE; MARTIN LUTHER KING, JR. – LOS
ANGELES (MLK-LA) HEALTHCARE CORPORATION; and DOES 1 to 100, inclusive
(collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated

1 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
2 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
3 required and legally compliant meal and rest periods, failure to provide complete and accurate
4 wage statements, failure to timely pay all unpaid wages following separation of employment.
5 Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
6 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
7 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

8 **II. JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
10 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
11 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
12 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
13 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
14 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
15 aggrieved California-based hourly non-exempt employees occurred in locations throughout
16 California, including but not limited to Los Angeles County, at 1680 E. 120th Street Los Angeles,
17 California 90059.

18 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
19 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
20 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
21 tolled from April 6, 2020, until October 1, 2020.

22 **III. PARTIES**

23 4. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will
27 work for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
3 approximately March 14, 2023 until on or about June 15, 2023.

4 5. Plaintiff is informed and believes and thereon alleges that Defendant PROLINK
5 HEALTHCARE; MARTIN LUTHER KING, JR. – LOS ANGELES (MLK-LA) HEALTHCARE
6 CORPORATION is authorized to do business within the State of California and is doing business
7 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto
8 were persons acting on behalf of Defendant PROLINK HEALTHCARE; MARTIN LUTHER
9 KING, JR. – LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION in the establishment
10 of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
11 PROLINK HEALTHCARE; MARTIN LUTHER KING, JR. – LOS ANGELES (MLK-LA)
12 HEALTHCARE CORPORATION operates in Los Angeles County and employed Plaintiff and
13 aggrieved employees in Los Angeles County, including but not limited to, at 1680 E. 120th Street
14 Los Angeles, CA 90059.

15 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
16 through 50 are corporations, or are other business entities or organizations of a nature unknown to
17 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
18 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
19 working conditions of employment of Plaintiff and aggrieved employees.

20 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
21 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
22 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
23 supervisor, independent contractor and/or employee of each defendant who violated or caused to
24 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
25 the Industrial Welfare Commission's wage orders regulating hours and days of work.

26 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
27 sues said defendants by said fictitious names, and will amend this complaint when the true names
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
2 named defendants is in some manner responsible for the events and allegations set forth in this
3 complaint.

4 9. Plaintiff makes the allegations in this complaint without any admission that, as to
5 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
6 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

10 **(Against all Defendants by Plaintiff)**

11 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,
14 and the applicable Wage Orders.

15 12. Specifically, Defendants have committed the following violations of California
16 Labor Code:

17 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under control of the employer and all time the
21 employee is suffered and permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services which inure to the benefit of the employer.

23 14. Labor Code sections 1194 and 1197 require an employer to compensate employees
24 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
25 Wage Orders.

26 15. In this case, Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
28 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
2 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
3 not limited to:

4 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees of Prolink Healthcare who were placed
6 to work at Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation from June
7 22, 2022 through present and/or any other hospital in California from four years prior to the filing
8 of the Complaint through the present, total daily hours at the time of their clock-ins and clock-
9 outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the
10 benefit of Defendants.

11 16. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
12 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
13 control without paying wages for that time. This resulted in Plaintiff and other current and former
14 aggrieved California-based hourly non-exempt employees working time for which they were not
15 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
16 Wage Order.

17 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
18 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
19 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
20 which includes all time that an employee is under control of the employer and all time the
21 employee is suffered and permitted to work. This includes the time an employee spends, either
22 directly or indirectly, performing services that inure to the benefit of the employer.'

23 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
24 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
25 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

26 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
27 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
28 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
(12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any

seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

19. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) "Rounding down" or "shaving down" Plaintiff and other current and former aggrieved California-based hourly non-exempt employees of Prolink Healthcare who were placed to work at Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation from June 22, 2022 through present and/or any other hospital in California from four years prior to the filing of the Complaint through the present, total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants

20. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

21. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

22. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*

1 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
2 employee for a work period of more than ten (10) hours per day without providing the employee
3 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
4 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
5 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
6 period is only permitted when: (1) the nature of the work prevents an employee from being
7 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

8 23. If an employer fails to provide an employee a meal period in accordance with the
9 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
10 for each workday that a legally required and compliant meal period was not provided. Labor Code
11 section 226.7; Wage Order 4 at §11.

12 24. In this case, Defendants failed to authorize or permit legally required and compliant
13 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
14 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
15 limited to:

16 (a) “Rounding ” or “shaving down” Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees of Prolink Healthcare who were placed to work at
18 Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation from June 22, 2022
19 through present and/or any other hospital in California from four years prior to the filing of the
20 Complaint through the present, total daily hours at the time of their clock-ins and clock-outs,
21 including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit
22 of Defendants.

23 (b) Failure to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees of Prolink Healthcare who were placed to work at Martin Luther
25 King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation from June 22, 2022 through present
26 and/or any other hospital in California from four years prior to the filing of the Complaint through
27 the present, timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours
28 worked.

1 25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
2 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
3 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
4 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
5 employees did not receive legally required and compliant meal periods, in violation of Labor Code
6 section 226.7.

7 26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
8 and other current and former aggrieved California-based hourly non-exempt employees not
9 receiving wages to compensate them for workdays during which Defendants did not provide them
10 with meal periods in compliance with California law.

11 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
12 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
13 current and former aggrieved California-based hourly non-exempt employees regularly worked
14 shifts of more than three-and-a-half (3.5) hours.

15 28. California law requires every employer to authorize and permit an employee a rest
16 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
17 Code section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10
18 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
19 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
20 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
21 section 226.7; Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of
22 each work period. Wage Order 4 at §12. Additionally, the rest period requirement "obligates
23 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*
24 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
25 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

26 29. If the employer fails to authorize or permit a required rest period, the employer
27 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
28 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;

1 Wage Order 4 at § 12.

2 30. In this case, Defendants failed to authorize or permit all legally required and
3 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
5 limited to:

6 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees of ProLink Healthcare who were placed to work at Martin Luther
8 King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation from June 22, 2022 through present
9 and/or any other hospital in California from four years prior to the filing of the Complaint with net
10 ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

11 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
12 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
13 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
14 workday they did not receive legally required and compliant rest periods, in violation of Labor
15 Code section 226.7.

16 32. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees not
18 receiving wages to compensate them for workdays in which Defendants did not provide them with
19 rest periods in compliance with California law.

20 33. **Failure to timely pay earned wages during employment:** In California, wages
21 must be paid at least twice during each calendar month on days designated in advance by the
22 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
23 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
24 16th and the 26th day of that month and wages earned between the 16th and the last day,
25 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
26 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
27 paid within seven (7) calendar days following the close of the payroll period in which wages were
28 earned. Labor Code section 204(d).

1 34. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
2 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
3 exempt employees' earned wages (including minimum wages, overtime wages, meal period
4 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
5 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
6 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
7 their earned wages within the applicable time frames outlined in Labor Code section 204.

8 35. **Failure to provide complete and accurate wage statements:** Labor Code section
9 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
10 employee his or her wages, the employer must "furnish each of his or her employees ... an
11 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
12 employee, except for any employee whose compensation is solely based on a salary and who is
13 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
14 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
15 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
16 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
17 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
18 name of the employee and his or her social security number, (8) the name and address of the legal
19 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
20 the corresponding number of hours worked at each hourly rate by the employee."

21 36. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees all wages
23 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
24 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
25 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
26 section 226.

27 37. **Failure to pay employees all wages due at time of termination/resignation:** An
28 employer is required to pay all unpaid wages timely after an employee's employment ends. The

1 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
2 hours of resignation (Labor Code section 202).

3 38. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
4 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
5 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
6 and/or rest period premium wages), Defendants failed to pay those employees timely after each
7 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

8 39. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
9 employee, on behalf of himself or herself and other current or former employees, to bring a civil
10 action to recover civil penalties against all Defendants pursuant to the procedures specified in
11 Labor Code section 2699.3.

12 40. Plaintiff has complied with the procedures for bringing suit specified in Labor
13 Code section 2699.3. On September 12, 2023, Plaintiff filed a PAGA Claim Notice with the
14 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
15 provisions of the Labor Code alleged to have been violated, including the facts and theories to
16 support the violations alleged.

17 41. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
18 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
19 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
20 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
21 to investigate Plaintiff's claims.

22 42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
23 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
24 512, 1194, 1197, During Plaintiff's employment and continuing through the present, preceding
25 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
26 amounts:

27 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;
28 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation

1 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
2 violation [penalty amounts established by Labor Code section 2699(f)(2)].

3 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
4 for each employee for each pay period for the initial violation, and for each subsequent violation,
5 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
6 established by Labor Code section 226.3].

7 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
8 employee for each pay period for the initial violation, and for each subsequent violation, one
9 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
10 established by Labor Code section 558].

11 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
12 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
13 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
14 period [penalty amounts established by Labor Code section 1197.1].

15 43. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
16 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
19 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

20 **ON THE FIRST CAUSE OF ACTION:**

21 1. That Defendants be found to have violated the provisions of the Labor Code and
22 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

23 2. For any and all legally applicable penalties during the relevant statute of limitations
24 subject to any permissible tolling, including but not limited to those recoverable under the
25 California Labor Code, including but not limited to section 2699(f);

26 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
27 under California Labor Code section 2699(g); and

28 4. For such and other further relief, in law and/or equity, as the Court deems just or

1 appropriate

2

3 Dated: November 17, 2023

4

5

By:

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



6

Joseph Lavi, Esq.

7

Vincent C. Granberry, Esq.

8

Elizabeth L. Harrier, Esq.

9

Attorneys for Plaintiff

10

DARREN EDMON

11

on behalf of himself and current and former
aggrieved employees

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28