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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Isaiah Irizarry, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SAUDIA RICHARDSON, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

EDUCATION WORKS CONSULTING FIRM
CORPORATION and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00046728-CU-OE-CTL

CLASS ACTION

CLASS ACTION COMPLAINT

1. Minimum Wage Violations
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Failure to Pay for Authorized Rest
Periods/Non-Productive Time
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Failure to Reimburse Business Expenses
10. Unfair Competition

CLASS ACTION COMPLAINT

Richardson v. Education Works Consulting Firm Corporation

1 Plaintiff SAUDIA RICHARDSON, individually and on behalf of all others similarly situated
2 (“Plaintiff”) brings this CLASS ACTION COMPLAINT against Defendants EDUCATION WORKS
3 CONSULTING FIRM CORPORATION and DOES 1 through 50, inclusive (collectively
4 “Defendants”), alleging as follows:

5 **INTRODUCTION**

6 1. This is a class action brought under California Code of Civil Procedure section 382 for
7 Defendants’ violations of the California Labor Code and Business and Professions Code.

8 2. Defendants underpaid the class members’ wages by failing to pay at least the applicable
9 minimum wage for all hours worked, resulting in off-clock, unpaid work.

10 3. Defendants also failed to consistently provide or facilitate compliant meal and rest
11 periods for Plaintiff and class members.

12 4. Defendants also did not reimburse Plaintiff or class members for necessary expenses
13 incurred in furtherance of the class members’ job duties.

14 5. Defendants’ employment policies, practices, and payroll administration systems
15 enabled and facilitated these violations on a company-wide basis with respect to the class members.

16 **JURISDICTION & VENUE**

17 6. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
18 California Constitution as the causes of action are premised upon violations of California law.

19 7. The monetary damages and restitution sought exceed the minimal jurisdiction limits of
20 the Superior Court.

21 8. This Court has jurisdiction over Defendants because, upon information and belief,
22 Defendants have sufficient minimum contacts in California, or otherwise intentionally avail
23 themselves to the California economy so as to render the exercise of jurisdiction over them by the
24 California courts consistent with traditional notions of fair play and substantial justice.

25 9. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395,
26 and/or 395.5 because, upon information and belief, Defendants conduct business and committed some
27 of the alleged violations in this county.
28

PARTIES

A. Plaintiff Saudia Richardson

10. Plaintiff Richardson is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about June 2023 to August 2023. Plaintiff worked as a Psychology Intern.

B. Defendants

11. Defendant Education Works Consulting Firm Corporation is a California corporation that maintains operations and conducts business throughout the State of California, including in this county.

12. The true names and capacities, whether individual, corporate, or otherwise, of the parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued by such fictitious names under Code of Civil Procedure section 474. Upon information and belief, each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their true names and capacities once ascertained.

13. Upon information and belief, Defendants in this action are employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised control over the wages, hours, and working conditions of the employees, suffered and permitted them to work, and otherwise engaged them as employees under California law.

14. Upon information and belief, at least some of the Defendants have common ownership, common management, interrelationship of operations, and centralized control over labor relations and are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

15. Upon information and belief, Defendants acted in all respects pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and omissions of each defendant may be legally attributable to all others.

1 **CLASS ALLEGATIONS**

2 16. This action is brought individually and on behalf of the following class pursuant to
3 Code of Civil Procedure section 382:

- 4 a. All current and former non-exempt employees who worked for Defendants in
5 California at any time from four years (plus the additional 178-day statutory
6 tolling period under Emergency Rule 9) prior to the filing of this action through
7 date of class certification.

8 17. Plaintiff reserves the right to establish various subclass definitions as appropriate at the
9 class certification stage, according to proof.

10 18. The class is ascertainable and shares a well-defined community of interest in this
11 litigation:

- 12 a. Numerosity: The class is estimated to exceed 50 individuals, although the
13 precise membership of the entire class is unknown at this time. The class is so
14 numerous that joinder of all class members is impracticable. The identities of
15 class members are ascertainable by inspection of Defendants' employment and
16 payroll records.
- 17 b. Typicality: Plaintiff's claims are typical of the claims of the other class
18 members. They were subject to the same policies and practices of Defendants,
19 which resulted in losses to the class. Proof of common unlawful business
20 practices, which Plaintiff experienced, will establish the right of the class to
21 recover on the causes of action alleged herein.
- 22 c. Adequacy: Plaintiff is an adequate class representative; will take all necessary
23 steps to protect the class members' interests adequately and fairly; has no
24 interest antagonistic to other class members; and is represented by attorneys
25 who have substantial experience prosecuting, defending, resolving, and
26 litigating wage and hour class, collective, and representative actions in
27 California state and federal courts.
- 28

1 d. Superiority: A class action is superior to other means for adjudicating this
2 dispute. Individual joinder is impractical. Class treatment will allow for
3 common issues to be resolved in a single forum, simultaneously, and without
4 duplication of effort and expense.

5 e. Public Policy Considerations: Certification of this lawsuit as a class action
6 advances the State of California's strong public interest in ensuring its
7 approximately millions of employed residents are properly paid the wages they
8 earned for the hours they worked. Class actions provide a mechanism for
9 enforcement of labor laws and allow for vindication of employee rights by
10 unnamed class members.

11 19. Common questions of law and fact as to the class members predominate over questions
12 affecting only individual members. The common questions of law and fact exist as to whether the
13 employment policies and practices formulated by Defendants and applied to the class members
14 constitute violations of California law.

15 **GENERAL ALLEGATIONS**

16 20. Plaintiff and class members worked for Defendants and were compensated on an hourly
17 basis as nonexempt employees.

18 21. Defendants failed to pay Plaintiff and class members the lawful minimum wage rate
19 for all hours worked. Despite Defendants' representations in her offer letter that Plaintiff would be
20 paid on an hourly basis, Defendants underpaid her wages according to patient sessions utilized instead
21 of hours worked. This session-only method of calculation excluded administrative work between
22 sessions, pre and post session tasks, and patient cancellations where Plaintiff was still required to be
23 in office, on duty. This time was spent for the benefit of the employer, but unpaid due to Defendants'
24 practice of paying employees per session instead of per hour.

25 22. For example, Plaintiff's regular working schedule was around 28-32 hours a week,
26 according to scheduled meal periods and notwithstanding the meal period deficiencies alleged below.
27 Plaintiff worked 11 days in June 2023, or at least 77 hours. At a rate of \$35 per hour, as stated in her
28 offer letter, this June monthly total should have approximately led to at least a Gross Income of \$2,695.

1 However, Defendants did not provide Plaintiff a timely wage statement for that amount. Instead,
2 Defendants sent two personal checks, one on June 30, 2023, and one on July 15, 2023, to account for
3 all of Plaintiff's June hours worked totaling \$1,755.84. Not only were these two lump-sum checks
4 untimely, but the checks also amounted to a monthly payment of nearly \$1,000 less than Plaintiff's
5 rightful gross income for June.

6 23. Likewise, Plaintiff worked a total of 16 days in July under the same schedule. However,
7 Defendants only paid her a Gross Income of \$1,400.

8 24. Defendants systematically failed to accurately record all hours worked by only
9 providing Plaintiff and aggrieved employees weekly patient logs with no entry spaces for start times,
10 end times, or meal period breaks. Therefore, Plaintiff and class members were not paid at least the
11 lawful minimum wage for administrative working hours between patients or for paid, non-productive
12 time during the employees' compliant rest periods.

13 25. Further, Plaintiff and class members occasionally worked off-clock to complete
14 necessary work tasks. For example, when Plaintiff needed to compose Child Welfare Services reports
15 and communicate with investigators, Plaintiff was often only able to do so after-hours,
16 uncompensated. Plaintiff alleges that Defendants likewise did not pay other class members for time
17 spent completing necessary work-tasks off-clock.

18 26. Lastly, as discussed in more depth below, to the extent Plaintiff or class members'
19 deficient meal periods resulted in hours worked while employees were on unpaid breaks, Plaintiff
20 alleges that Defendants did not pay at least the applicable minimum wage for those hours, too.

21 27. Moreover, to the extent that any of the off-clock work Plaintiff and class members
22 performed resulted in unrecorded overtime hours, Plaintiff alleges that those overtime wages are
23 unpaid. Additionally, Defendants maintain an underinclusive overtime policy in the Employee
24 Handbook active during Plaintiff's employment. The handbook states on pg. 15 that Defendants only
25 pay overtime where a nonexempt employee works more than 40 hours in a week, but the policy
26 noticeably omits California's additional overtime laws requiring overtime payment for nonexempt
27 employees who work more than eight hours in a single day.

1 28. As mentioned above, Plaintiff and class members suffered several deficient meal and
2 rest periods due to tight scheduling and the volume of patient appointments. For example, Plaintiff
3 was unable to timely take her meal or rest period, or even use the restroom, on several occasions
4 because of back-to-back patient scheduling. On information and belief, Defendants did not pay class
5 members their due premiums for these deficiencies.

6 29. Because of these violations, Defendants failed to provide accurate, itemized wage
7 statements to class members that included the accurate gross or net wages earned, as the employees
8 earned regular, overtime, and premium wages that were not paid at the lawful rate. In fact, Defendant
9 did not provide Plaintiff with *any* wage statements until Plaintiff specifically requested them.
10 However, even the wage statements Plaintiff received were incomplete and inaccurate. The statements
11 did not list the correct gross wages or net wages earned, the correct hourly rates in effect and number
12 of hours worked at that rate, the total number of hours worked in the pay period, the dates of the pay
13 period for each wage statement, or the correct identifying information for both the employer and
14 employee, in violation of Labor Code § 226(a)(1) through (9) respectively.

15 30. These violations create derivative liability for failure to pay all wages owed each
16 payday or upon separation of employment. Specifically, Defendants did not maintain a regular pay
17 schedule for Plaintiff or class members. Defendants paid undefined lump sums once monthly, or late
18 deferred wages for work performed in prior months. Plaintiff did not receive her final pay for July
19 2023 until August 3, 2023, despite Defendants terminating Plaintiff's employment on August 1, 2023.
20 This final check was also underpaid due to the hourly rate miscalculations mentioned above.
21 Defendants did not pay waiting time penalties for the late payments.

22 31. Finally, Defendants required Plaintiff and class members to incur necessary, work-
23 related costs, without reimbursement. Defendants did not provide Plaintiff or class members with
24 laptops or desktop computers to complete administrative work or conduct appointments. Further,
25 Defendants also required Plaintiff to work from home at least one day each week due to office
26 scheduling conflicts. However, despite this requirement, Plaintiff had to personally supply and incur
27 expenses for her personal laptop, cell phone, and home internet to fulfill her job responsibilities.
28 Lastly, although Defendants provided a direct business line for class members to communicate with

1 patients, colleagues, providers, and other outside referrals, Plaintiff still needed to use her personal
2 cell phone to communicate with Child Welfare Services investigators because the investigators often
3 reached out at unpredictable times, including after-hours. Defendants never reimbursed Plaintiff for
4 any of the foregoing expenses and Plaintiff alleges that other class members likewise incurred similar
5 expenses without reimbursement.

6 **FIRST CAUSE OF ACTION**

7 **MINIMUM WAGE VIOLATIONS**

8 **Violation of Labor Code §§ 1194, 1194.2 and 1197**

9 **(All Claims Alleged by Plaintiff and Class Members Against All Defendants)**

10 32. All outside paragraphs of this Complaint are incorporated into this section.

11 33. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code
12 §§ 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days
13 of Work” and “Minimum Wages” sections of the applicable orders), which require non-exempt
14 employees be timely paid at least the state or local minimum wage (if higher) for each hour of work,
15 and further provide a private right of action for an employer’s failure to pay all minimum wages (plus
16 liquidated damages).

17 34. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class
18 members at least the lawful minimum wage for each hour worked in violation of Labor Code sections
19 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of
20 Work” and “Minimum Wages” sections of the applicable orders), including payment at the lawful
21 local and county minimum wage ordinances in effect. As a result, Defendants are liable for all
22 associated damages, including liquidated damages for the minimum wage violations pursuant to Labor
23 Code § 1194.2.

24 35. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of
25 minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class
26 members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an
27 amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys’
28 fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2.

42. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

43. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

44. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

45. All outside paragraphs of this Complaint are incorporated into this section.

46. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

47. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the applicable orders).

48. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY FOR AUTHORIZED REST PERIODS/NON-PRODUCTIVE TIME

49. All outside paragraphs of this Complaint are incorporated into this section.

50. Because Plaintiff and class members were not separately compensated for rest periods (a rate required by statute) and non-productive time, Plaintiff and class members are owed wages for this time.¹

51. The IWC Wage Orders state Plaintiff and class members must be paid for all “hours worked” for time they are “subject to the control of the employer, and includes all the time the employee is suffered or permitted to work.” Cal. Code Regs., tit. 8, § 11040, subd. 2(k).

52. The IWC Wage Orders state rest periods are “hours worked for which there will be no deduction from wages.” Cal. Code Regs., tit. 8, § 11040, subd. 12(a).

53. Labor Code section 226.2 applies to employees who are compensated in whole, or in part, on a piece-rate basis. Section 226.2(a)(1) requires employers to compensate employees for “rest and recovery periods and other non-productive time spent separate from any piece rate compensation.”

54. Non-productive time must be compensated at a rate no less than the applicable state or local minimum wage. Cal. Lab. Code § 226.2(a)(4).

55. Rest and recovery periods must be compensated the *higher* of (1) an average hourly rate taken by dividing an employee’s total compensation for the workweek (exclusive of overtime and rest and recovery compensation) by the employee’s total hours worked or (2) the applicable minimum wage. Cal. Lab. Code § 226.2(a)(3)(A).

¹ See *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal. App. 5th 98; *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872.

56. Section 226.2 expressly requires that any employees paid in whole or in part on a piece rate basis must receive at least minimum wage for all hours worked as well as any required overtime compensation.

58. Defendants also failed in their affirmative obligation to pay Plaintiff and class members for rest periods at the rate required by section 226.2(a)(3)(A), resulting in unpaid wages to Plaintiff and class members.

SIXTH CAUSE OF ACTION

Violation of Labor Code §§ 204, 210, 218

61. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer's failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)'s statutory late payment penalties.

1 during each calendar month on days designated in advance by the employer as regular paydays (for
2 employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly
3 employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the
4 “Minimum Wages” sections of the applicable orders).

5 63. Plaintiff and class members are entitled to recover the full amount of the unpaid wages,
6 in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay
7 each employee and \$200 for all subsequent violations and for all willful or intentional violations for
8 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided
9 in Labor Code § 210, in addition to interest, attorneys’ fees, and costs to the extent permitted by law.

10 **SEVENTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **Violation of Labor Code § 226**

13 64. All outside paragraphs of this Complaint are incorporated into this section.

14 65. This cause of action is brought by a wage statement subclass pursuant to Labor Code
15 § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each
16 pay period, and which further provide a private right of action for an employer’s failure to comply
17 with this obligation.

18 66. Defendants knowingly and intentionally failed in their affirmative obligation to provide
19 accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and
20 class members. Specifically, the wage statements issued to Plaintiff and class members did not
21 accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

22 67. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of
23 accurate itemized wage statements, causing confusion and concealing wage and premium
24 underpayments.

25 68. As a result, Plaintiff and class members are entitled to recover the statutory penalty of
26 \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for
27 each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in
28

1 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
2 Code section 226(e).

3 **EIGHTH CAUSE OF ACTION**

4 **WAITING TIME PENALTIES**

5 **Violation of Labor Code §§ 201 *et seq.***

6 69. All outside paragraphs of this Complaint are incorporated into this section.

7 70. This cause of action is brought by a waiting time subclass pursuant to Labor Code
8 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
9 employment, and which further provide a private right of action to recover statutory waiting time
10 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
11 wages.

12 71. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
13 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
14 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
15 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
16 Code sections 201 through 203 and the IWC Wage Orders.

17 72. Plaintiff and class members are entitled to recover a waiting time penalty for a period
18 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

19 **NINTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 **Violation of Labor Code § 2802**

22 73. All outside paragraphs of this Complaint are incorporated into this section.

23 74. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a
24 reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them
25 in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

26 75. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
27 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and class
28 members are entitled to recover the amount unreimbursed expenses of Plaintiff and class members in

1 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
2 Code section 2802.

3 **TENTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **Violation of Business and Professions Code §§ 17200 *et seq.***

6 76. All outside paragraphs of this Complaint are incorporated into this section.

7 77. Defendants have engaged and continue to engage in unfair and/or unlawful business
8 practices in the State of California in violation of California Business and Professions Code § 17200
9 by committing the foregoing wage and hour violations alleged throughout this Complaint.

10 78. Defendants' dependence on these unfair and/or unlawful business practices deprived
11 Plaintiff and continue to deprive other class members of compensation to which they are legally
12 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
13 Defendants over competitors who have been and/or are currently employing workers in compliance
14 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
15 business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

16 79. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
17 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
18 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
19 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

20 80. Plaintiff does not have an adequate remedy at law for past or future violations, to the
21 extent the statute of limitations on each of the alleged causes of action do not extend to the four year
22 limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order
23 violations do not provide a private right of action.

24 81. Plaintiff and class members are entitled to injunctive relief against Defendants,
25 restitution, and other equitable relief to return all funds over which Plaintiff and class members have
26 an ownership interest and to prevent future damage and the public interest under Business and
27 Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,
28

attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

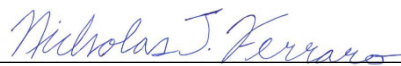
PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of damages in amount according to proof;
- f. For all recoverable pre- and post-judgment interest;
- g. For recovery of all civil and statutory penalties and liquidated damages;
- h. For disgorgement of all amounts wrongfully obtained;
- i. For restitution and injunctive relief;
- j. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802, and Code of Civil Procedure section 1021.5; and
- k. For such other relief the Court deems just and proper.

Dated: October 26, 2023

Ferraro Vega Employment Lawyers, Inc.



Nicholas J. Ferraro

Attorneys for Plaintiff Saudia Richardson