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Executive Officer/Clerk of Court,
By G. Delgado, Deputy Clerk

8 Attorneys for Plaintiff ABRI DUNN

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

12 ABRI DUNN, individually, and on behalf of
13 other aggrieved employees pursuant to the
California Private Attorneys General Act
14 (“PAGA”),

15 Plaintiff,

16 vs.

17 GCA EDUCATION SERVICES, INC., an
18 unknown business entity; GCA SERVICES
19 GROUP OF CALIFORNIA, INC., a California
20 corporation; GCA SERVICES GROUP OF
21 TEXAS, L.P., a Texas limited partnership; GCA
22 SERVICES GROUP, INC., a Delaware
corporation; ABM INDUSTRY GROUPS, LLC,
a Delaware limited liability company; and DOES
1 through 10, inclusive,

23 Defendants.

Case No.: **26STCV28349**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code §§ 2699, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff ABRI DUNN (“Plaintiff”), individually, and on behalf of other aggrieved
2 employees pursuant to the California Private Attorneys General Act (“PAGA”), based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiff brings this action against Defendant GCA EDUCATION SERVICES,
7 INC., Defendant GCA SERVICES GROUP OF CALIFORNIA, INC., Defendant GCA
8 SERVICES GROUP OF TEXAS, L.P., Defendant GCA SERVICES GROUP, INC., Defendant
9 ABM INDUSTRY GROUPS, LLC, and Does 1 through 10 (collectively referred to as
10 “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
11 Labor Code §§ 2698 et seq. stemming from Defendants’ failure to pay minimum wages, failure
12 to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest
13 periods, failure to maintain accurate records of hours worked and meal periods, failure to timely
14 pay all wages to terminated employees, failure to indemnify necessary business expenses, and
15 failure to furnish accurate wage statements.

16 2. All past and present non-exempt, hourly-paid employees of Defendants in
17 California during the applicable statute of limitations period who are or were harmed by
18 Defendants’ illegal practices are “Aggrieved Employees.”

19 3. Plaintiff brings this action against Defendants seeking to recover penalties for
20 herself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the
21 State of California. Plaintiff does not seek to recover anything other than penalties as permitted
22 by California Labor Code Section 2698 at this time. To the extent that statutory violations are
23 mentioned for wage violations, Plaintiff does not seek underlying general and/or special
24 damages for those violations, but simply penalties as permitted by California Labor Code
25 Section 2698, declaratory relief, and injunctive relief for herself and all aggrieved employees as
26 permitted by the PAGA.

27 4. Defendants own/owned and operate/operated an industry, business, and
28 establishment within the State of California, including Los Angeles County. As such, and based



1 upon all the facts and circumstances incident to Defendants' business in California, Defendants
2 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
3 Commission ("IWC"), and the California Business & Professions Code.

4 5. Despite these requirements, throughout the statutory period Defendants
5 maintained a systematic, company-wide policy and practice of:

- 6 (a) Failing to pay employees for all hours worked, including all minimum
7 wages, and overtime wages in compliance with the California Labor Code
8 and IWC Wage Orders;
- 9 (b) Failing to provide employees with timely and duty-free meal periods in
10 compliance with the California Labor Code and IWC Wage Orders, failing
11 to maintain accurate records of all meal periods taken or missed, and
12 failing to pay an additional hour's pay at the regular rate of pay for each
13 workday a meal period violation occurred;
- 14 (c) Failing to authorize and permit employees to take timely and duty-free rest
15 periods in compliance with the California Labor Code and IWC Wage
16 Orders, and failing to pay an additional hour's pay at the employee's
17 regular rate of pay for each workday a rest period violation occurred;
- 18 (d) Failing to indemnify employees for necessary business expenses incurred;
- 19 (e) Willfully failing to pay employees all minimum wages, overtime wages,
20 meal period premium wages, and rest period premium wages due within
21 the time period specified by California law when employment terminates;
- 22 (f) Failing to maintain accurate records of the hours that employees worked;
23 and
- 24 (g) Failing to provide employees with accurate, itemized wage statements
25 containing all the information required by the California Labor Code and
26 IWC Wage Orders.

27 6. On information and belief, Defendants, and each of them were on actual and
28 constructive notice of the improprieties alleged herein and intentionally refused to rectify their



1 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
2 were willful and deliberate.

3 7. At all relevant times, Defendants were and are legally responsible for all of the
4 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
5 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
6 Defendant are responsible for each of the unlawful acts or omissions complained of herein under
7 the doctrine of "respondeat superior".

8 **THE PARTIES**

9 **Plaintiff**

10 8. Plaintiff is a California resident that worked for Defendants in the County of Los
11 Angeles, State of California, as an hourly, non-exempt Night Cleaner from approximately July
12 2024 to approximately September 2025.

13 **Defendants**

14 9. Plaintiff is informed and believes, and based upon that information and belief
15 alleges, that Defendant GCA EDUCATION SERVICES, INC. is:

- 16 (a) An unknown business entity that maintains offices, has agents, employs
17 individuals, and/or transacts business in the State of California;
- 18 (b) A business entity conducting business in numerous counties throughout the
19 State of California, including in Los Angeles County; and
- 20 (c) The former employer of Plaintiff, and the current and/or former employer
21 of the Aggrieved Employees. Defendant GCA EDUCATION SERVICES,
22 INC. suffered and permitted Plaintiff and the Aggrieved Employees to
23 work, and/or controlled their wages, hours, or working conditions.

24 10. Plaintiff is informed and believes, and based upon that information and belief
25 alleges, that Defendant GCA SERVICES GROUP OF CALIFORNIA, INC. is:

- 26 (a) A California corporation with its principal place of business in Sugar Land,
27 Texas;

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- 1 (b) A business entity conducting business in numerous counties throughout the
2 State of California, including in Los Angeles County; and
3 (c) The former employer of Plaintiff, and the current and/or former employer
4 of the Aggrieved Employees. Defendant GCA SERVICES GROUP OF
5 CALIFORNIA, INC. suffered and permitted Plaintiff and the Aggrieved
6 Employees to work, and/or controlled their wages, hours, or working
7 conditions.

8 11. Plaintiff is informed and believes, and based upon that information and belief
9 alleges, that Defendant GCA SERVICES GROUP OF TEXAS, L.P. is:

- 10 (a) A Texas limited partnership that maintains offices, has agents, employs
11 individuals, and/or transacts business in the State of California;
12 (b) A business entity conducting business in numerous counties throughout the
13 State of California, including in Los Angeles County; and
14 (c) The former employer of Plaintiff, and the current and/or former employer
15 of the Aggrieved Employees. Defendant GCA SERVICES GROUP OF
16 TEXAS, L.P. suffered and permitted Plaintiff and the Aggrieved
17 Employees to work, and/or controlled their wages, hours, or working
18 conditions.

19 12. Plaintiff is informed and believes, and based upon that information and belief
20 alleges, that Defendant GCA SERVICES GROUP, INC. is:

- 21 (a) A Delaware corporation that maintains offices, has agents, employs
22 individuals, and/or transacts business in the State of California;
23 (b) A business entity conducting business in numerous counties throughout the
24 State of California, including in Los Angeles County; and
25 (c) The former employer of Plaintiff, and the current and/or former employer
26 of the Aggrieved Employees. Defendant GCA SERVICES GROUP, INC.
27 suffered and permitted Plaintiff and the Aggrieved Employees to work,
28 and/or controlled their wages, hours, or working conditions.

1 13. Plaintiff is informed and believes, and based upon that information and belief
2 alleges, that Defendant ABM INDUSTRY GROUPS, LLC is:

- 3 (a) A Delaware limited liability company that maintains offices, has agents,
4 employs individuals, and/or transacts business in the State of California;
5 (b) A business entity conducting business in numerous counties throughout the
6 State of California, including in Los Angeles County; and
7 (c) The former employer of Plaintiff, and the current and/or former employer
8 of the Aggrieved Employees. Defendant ABM INDUSTRY GROUPS,
9 LLC suffered and permitted Plaintiff and the Aggrieved Employees to
10 work, and/or controlled their wages, hours, or working conditions.

11 14. Plaintiff does not currently know the true names or capacities of the persons or
12 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such
13 fictitious names. Each of the Doe Defendants was in some manner legally responsible for the
14 damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will
15 amend this complaint to set forth the true names and capacities of these Defendants when they
16 have been ascertained, together with appropriate charging allegations, as may be necessary.

17 15. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
18 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
19 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
20 California.

21 16. Plaintiff is informed and believes and thereon alleges that at all relevant times
22 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff
23 and the other employees described in the Aggrieved Employees definitions above, and exercised
24 control over their wages, hours, and working conditions. Plaintiff is informed and believes and
25 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
26 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
27 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
28 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore



1 such other relationships to some or all of the other Defendants so as to be liable for their conduct
2 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
3 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
4 that each Defendant knew or should have known about, and authorized, ratified, adopted,
5 approved, controlled, aided and abetted the conduct of all other Defendants.

6 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

7 17. Plaintiff is a California resident who worked for Defendants in the County of Los
8 Angeles, State of California, as a Night Cleaner during the statutory period. Plaintiff was
9 typically scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single
10 workday. During the statutory period, Defendants classified Plaintiff as non-exempt from
11 California's overtime requirements, and paid Plaintiff an hourly wage.

12 18. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
13 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
14 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
15 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
16 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
17 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
18 working for Defendants was typical and illustrative.

19 19. Throughout the statutory period, Plaintiff and the Aggrieved Employees worked
20 more than 8 hours in a workday and more than 40 hours in a workweek. Defendants maintained
21 a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked,
22 including all overtime wages. In those instances where Plaintiff and the Aggrieved Employees
23 earned non-discretionary bonuses and other remuneration, Defendants failed to incorporate all
24 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
25 rest break premium rate of pay, and sick day rate of pay. Also throughout the statutory period,
26 Plaintiff and the Aggrieved Employees were required to work "off-the-clock" and
27 uncompensated. For example, Plaintiff and the Aggrieved Employees were discouraged from
28 recording any work time outside of their scheduled hours which resulted in some off-the-clock



1 work due to Defendant's assignment of heavy workloads. For example, Plaintiff and the
2 Aggrieved Employees were required to change into their uniforms before clocking in for their
3 shifts and were not compensated for this time worked. Additionally, Plaintiff and the Aggrieved
4 Employees were required to respond to work requests from supervisors while clocked out during
5 purported meal periods. Despite being required to perform these work tasks, Plaintiff and the
6 Aggrieved Employees were not compensated for this time worked. In maintaining a practice of
7 not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff
8 and the Aggrieved Employees worked.

9 20. Throughout the statutory period, Defendants have wrongfully failed to provide
10 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants often
11 required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a
12 day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every
13 five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal
14 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
15 Defendants also did not adequately inform Plaintiff and the Aggrieved Employees of their right
16 to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by
17 the end of the tenth hour of work. Plaintiff and the Aggrieved Employees were often required to
18 work during their meal periods, leading to the failure to provide uninterrupted meal periods. For
19 example, Plaintiff and the Aggrieved Employees were required to prioritize urgent work tasks
20 before starting their meal periods or during their meal periods, resulting in late, shortened, or
21 interrupted meal periods. These requirements also meant Plaintiff and the Aggrieved Employees
22 were not relieved of all duty during their meal periods. For example, Plaintiff and the Aggrieved
23 Employees were required to respond to work requests from supervisors while clocked out during
24 purported meal periods. As a result, Plaintiff and the Aggrieved Employees were not provided
25 with uninterrupted and complete meal periods. Accordingly, Defendants' policy and practice
26 was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with
27 California law.

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1 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
3 Defendants often required Plaintiff and the Aggrieved Employees to work in excess of four
4 consecutive hours a day without Defendants authorizing and permitting them to take a net 10-
5 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction
6 thereof), or without compensating Plaintiff and the Aggrieved Employees for rest periods that
7 were not authorized or permitted. Defendants also did not adequately inform Plaintiff and the
8 Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have
9 adequate policies or practices permitting or authorizing rest periods for Plaintiff and the
10 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
11 timing of rest periods. Defendants also did not have adequate policies or practices to verify
12 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
13 Defendants did not maintain accurate records of employee work periods, and therefore
14 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods
15 during the middle of each work period. For example, Plaintiff and the Aggrieved Employees
16 were required to respond to work requests from supervisors while on their purported rest
17 periods. Plaintiff and the Aggrieved Employees were required to prioritize work tasks over
18 taking rest periods and were often required to forego their rest periods. As a result, Plaintiff and
19 the Aggrieved Employees were rarely provided with compliant rest periods and were regularly
20 required to work through their rest periods. Accordingly, Defendants' policy and practice was
21 to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in
22 compliance with California law.

23 22. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
24 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
25 Defendants without reimbursement. For example, Plaintiff and the Aggrieved Employees were
26 required to use their personal cell phones for work purposes such as communicating with co-
27 workers and supervisors regarding work-related issues. Plaintiff and the Aggrieved Employees
28 were also required to purchase tools such as cleaning products but were not reimbursed for these



1 expenses. Plaintiff and the Aggrieved Employees were also required to use their personal
2 vehicles for work purposes, such as driving to other locations to clean, but were not reimbursed
3 for these costs. Plaintiff and the Aggrieved Employees were not adequately compensated for
4 these work-related expenses.

5 23. Throughout the statutory period, Defendants willfully failed and refused to timely
6 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for
7 all minimum wages, overtime wages, meal period premium wages, and rest period premium
8 wages. Further, Defendants did not pay Plaintiff and the Aggrieved Employees their final
9 paychecks immediately upon termination.

10 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
11 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
12 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
13 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
14 provided in accordance with California law, correct wages for rest periods that were not
15 authorized and permitted to take in accordance with California law, and Defendant's address).
16 As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
17 Employees suffered injury because, among other things:

- 18 (a) the violations led them to believe that they were not entitled to be paid
19 minimum wages, overtime wages, meal period premium wages, and rest
20 period premium wages to which they were entitled, even though they were
21 entitled;
- 22 (b) the violations led them to believe that they had been paid the minimum,
23 overtime, meal period premium, and rest period premium wages, even
24 though they had not been;
- 25 (c) the violations led them to believe they were not entitled to be paid
26 minimum, overtime, meal period premium, and rest period premium wages
27 at the correct California rate even though they were;

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- 1 (d) the violations led them to believe they had been paid minimum, overtime,
2 meal period premium, and rest period premium wages at the correct
3 California rate even though they had not been;
- 4 (e) the violations hindered them from determining the amounts of minimum,
5 overtime, meal period premium, and rest period premium owed to them;
- 6 (f) in connection with their employment before and during this action, and in
7 connection with prosecuting this action, the violations caused them to have
8 to perform mathematical computations to determine the amounts of wages
9 owed to them, computations they would not have to make if the wage
10 statements contained the required accurate information;
- 11 (g) by understating the wages truly due them, the violations caused them to
12 lose entitlement and/or accrual of the full amount of Social Security,
13 disability, unemployment, and other governmental benefits;
- 14 (h) the wage statements inaccurately understated the wages, hours, and wages
15 rates to which Plaintiff and the Aggrieved Employees were entitled, and
16 Plaintiff and the Aggrieved Employees were paid less than the wages and
17 wage rates to which they were entitled.

18 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
19 Labor Code § 226(e), including actual damages.

20 **FIRST CAUSE OF ACTION**

21 **(Against all Defendants for Civil Penalties Under the Private Attorneys**

22 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

23 25. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
24 though fully set forth herein.

25 26. At all times herein mentioned, Defendants were subject to the Labor Code of the
26 State of California and the applicable Industrial Welfare Commission Orders.

27 27. California Labor Code § 2699(a) specifically provides for a private right of action
28 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of



1 law, any provision of this code that provides for a civil penalty to be assessed and collected by
2 the Labor and Workforce Development Agency or any of its departments, divisions,
3 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
4 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
5 herself and other current or former employees pursuant to the procedures specified in Section
6 2699.3.”

7 28. Plaintiff has exhausted her administrative remedies pursuant to California Labor
8 Code § 2699.3. On June 30, 2026, Plaintiff gave written notice by online filing to the Labor and
9 Workforce Development Agency and by certified mail to Defendants of the specific provisions
10 of the Labor Code that Defendants have violated against Plaintiff and current and former
11 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
12 paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1187818-26.

13 29. The statute of limitations is tolled while a plaintiff exhausts her administrative
14 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit,
15 which is required by the statute. (See Cal. Lab. Code § 2699.3(d).)

16 30. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
17 Workforce Development Agency has not indicated that it intends to investigate Defendants’
18 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
19 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
20 the Labor Code described in this Complaint. These penalties include, but are not limited to,
21 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

22 31. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
23 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
24 employing labor who willfully fails to maintain accurate and complete records required by
25 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
26 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
27 begins and ends each work period. Meal periods, and total hours worked daily shall also be

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1 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
2 keep total hours worked in the payroll period and applicable rates of pay.

3 32. During the time period of employment for Plaintiff and the Aggrieved Employees,
4 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
5 maintain accurate records showing meal periods, and accurate records showing when employees
6 begin and end each work period. Defendants' failure to provide and maintain records required
7 by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
8 ability to know, understand and question the accuracy and frequency of meal periods, and the
9 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
10 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
11 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and
12 the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the
13 use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees
14 in seeking to compel Defendants to fully perform their obligation under state law, all to their
15 respective damage in amounts according to proof at trial. Because of Defendants' knowing
16 failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the
17 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
18 understanding, and disputing the wage payments paid to them.

19 33. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
20 of civil penalties on behalf of herself, the State of California, and similarly Aggrieved
21 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
22 to be shown according to proof at trial. These penalties are in addition to all other remedies
23 permitted by law.

24 34. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
25 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
26 any action shall be entitled to an award of reasonable attorney's fees and costs."

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1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment
3 against Defendants, jointly and severally, as follows:

4 1. That the Court declare, adjudge and decree that Defendants violated the California
5 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
6 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
7 failure to indemnify necessary business expenses, failing to furnish accurate wage statements,
8 and failing to maintain accurate records of all hours worked and meal periods;

9 2. An award of civil penalties on behalf of all similarly aggrieved
10 employees pursuant to PAGA;

11 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

12 4. Attorneys' fees and costs reasonably incurred;

13 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

14 6. Such other and further relief that the Court deems proper.

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17 DATED: September 4, 2026

THE SENTINEL FIRM, APC

18
19 By: 

20 Seung L. Yang
21 Tiffany Hyun
22 Won Christina Chang
23 Diane Le
24 Attorneys for Plaintiff
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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

DATED: September 4, 2026

THE SENTINEL FIRM, APC

By: 

Seung L. Yang
Tiffany Hyun
Won Christina Chang
Diane Le
Attorneys for Plaintiff

