

1 S. Emi Minne (SBN 253179)
emi@parkermminne.com
2 Jill J. Parker (SBN 274230)
jill@parkermminne.com
3 **PARKER & MINNE, LLP**
4 700 South Flower Street, Suite 1000
Los Angeles, California 90017
5 Telephone: (310) 882-6833 / Fax: (310) 889-0822

6 Attorneys for Plaintiff MICHAEL TEDDY

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

8/14/2026 4:12:47 PM

Clerk of the Superior Court
By R. Espiritu II ,Deputy Clerk

7
8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO**

11
12 MICHAEL TEDDY, as an aggrieved employee
and private attorney general;

13 Plaintiff,

14 vs.
15

16 CAREFUSION RESOURCES, LLC., a
Delaware limited liability company; AUGUSTA
17 LIFE SCIENCES US SPINCO, LLC., a
Delaware limited liability company; BECTON
18 DICKINSON AND COMPANY, a New Jersey
corporation and DOES 1 through 50, inclusive,
19

20 Defendants.
21
22
23
24
25
26
27
28

Case No. 26CU043862C

**COMPLAINT FOR REPRESENTATIVE
ENFORCEMENT ACTION UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE §§ 2698, ET SEQ.**

1 Plaintiff MICHAEL TEDDY (“Plaintiff”), individually and as an aggrieved employee and
2 private attorney general pursuant to the Labor Code Private Attorneys General Act of 2004, based
3 upon facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, allege as follows:

5 **INTRODUCTION**

6 1. This is a representative enforcement action brought by Plaintiff against Defendants
7 CAREFUSION RESOURCES, LLC, AUGUSTA LIFE SCIENCES US SPINCO, LLC, BECTON
8 DICKINSON AND COMPANY and DOES 1 through 50 (collectively “Defendants”) under the Labor
9 Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”)
10 to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked
11 for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time
12 during the period from June 5, 2025 to final judgment (“Aggrieved Employees”).

13 2. Plaintiff alleges that throughout the time period involved in this case, Defendants hired
14 Plaintiff and Aggrieved Employees but failed to properly pay them all wages owed for all time worked
15 (including minimum wages, straight time wages, and overtime wages), failed to pay for all time
16 worked at correct rates of pay, including minimum wages, straight time wages and overtime
17 compensation, failed to provide meal periods and pay meal period premiums, failed to authorize and
18 permit rest periods and pay rest period premiums, failed to timely pay wages during employment,
19 failed to provide accurate itemized wage statements, failed to maintain accurate records, failed to
20 reimburse necessary expenditures, and failed to timely pay all wages upon termination of employment.

21 3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204,
22 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable
23 Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiff seeks to recover
24 all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees
25 and costs.

26 **JURISDICTION AND VENUE**

27 4. This Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, section 10. The statutes under which this action is brought do not specify any other basis

1 for jurisdiction.

2 5. This Court has jurisdiction over all Defendants because, upon information and belief,
3 Defendants are citizens and residents of California, regularly conduct business in California, have
4 sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the
5 California market so as to render the exercise of jurisdiction over them by California courts consistent
6 with traditional notions of fair play and substantial justice. Further, no federal question is at issue
7 because the claims asserted herein are based solely on California law.

8 6. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the
9 Superior Court and will be established according to proof at trial.

10 7. Venue is proper in the judicial district and the County of San Diego, California, because
11 Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of San Diego.
12 Upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or
13 transact business in the State of California, County of San Diego.

14 **THE PARTIES**

15 8. Plaintiff MICHAEL TEDDY is an individual residing in the State of California, San
16 Diego.

17 9. Defendant CAREFUSION RESOURCES, LLC is and at all times herein mentioned
18 was, a limited liability company organized and existing under the laws of Delaware, and registered to
19 do business in the state of California.

20 10. Defendant AUGUSTA LIFE SCIENCES US SPINCO, LLC is and at all times herein
21 mentioned was, a limited liability company organized and existing under the laws of Delaware, and
22 registered to do business in the state of California.

23 11. Defendant BECTON DICKINSON AND COMPANY is and at all times herein
24 mentioned was, a corporation organized and existing under the laws of New Jersey, and registered to
25 do business in the state of California.

26 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
27 the fictitious names Does 1 through 50. The Doe defendants may be individuals, partnerships, or
28 corporations. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
Doe defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's

1 damages as herein alleged were proximately caused by their conduct. Plaintiff will seek leave of this
2 Court to amend the complaint and serve such fictitiously named defendants once their names and
3 capacities become known.

4 13. Defendants CAREFUSION RESOURCES, LLC., AUGUSTA LIFE SCIENCE US
5 SPINCO, LLC., BECTON DICKINSON AND COMPANY and/or Does 1 through 50 are collectively
6 referred to herein as "Defendants."

7 14. Plaintiff is informed and believes, and thereon allegess, that at all times mentioned
8 herein each of Defendants was the parent, subsidiary, agent, servant, employee, co-venturer, co-
9 conspirator, and/or alter ego of each of the other Defendants, and was at all times mentioned acting
10 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
11 employment, joint venture, conspiracy, or alter ego relationship.

12 15. Defendants are and at all times herein mentioned were, (a) conducting business in the
13 County of San Diego, State of California, and (b) the employer of Plaintiff and the Aggrieved
14 Employees consistent with the California Labor Code and Industrial Welfare Commission Wage
15 Orders ("Wage Orders").

16 16. At all relevant times, Defendants, directly or indirectly, had the authority to hire and
17 terminate Plaintiff and the Aggrieved Employees, and controlled or affected the working conditions,
18 wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Employees so as
19 to make each of said Defendants employers jointly liable under the statutory provisions set forth
20 herein.

21 17. At all relevant times, Defendants exercised sufficient authority over the terms and
22 conditions of Plaintiff's and the Aggrieved Employees' employment for them to be joint employers
23 of Plaintiff and the Aggrieved Employees.

24 18. At all relevant times, Defendants, and each of them, ratified each and every act or
25 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
26 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
27 alleged.

28 19. Plaintiff is informed and believes, and based thereon alleges, that each of said

Defendants are in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

20. Defendants are a medical technology service provider located in San Diego.

21. From approximately January 2017 to February 2026, Defendants, jointly and severally, employed Plaintiff as a non-exempt hourly-paid Field Service Engineer.

22. At all relevant times set forth herein, Defendants employed Plaintiff and Aggrieved Employees as non-exempt employees.

23. Throughout the time period involved in this case, Defendants have implemented policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff and Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff and Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff and Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff and Aggrieved Employees.

24. Throughout the time period involved in this case, Defendants did not adequately inform Plaintiff and Aggrieved Employees of their right to take meal periods under California law. Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of meal periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff and Aggrieved Employees to work through their meal periods, for which they were not compensated.

25. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and Aggrieved Employees premium wages for meal periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all meal periods or payment of one additional hour of

1 pay at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.
2 Notwithstanding this knowledge, Defendants routinely failed to provide legally compliant meal
3 periods to Plaintiff and Aggrieved Employees, and routinely failed to pay one additional hour of pay
4 to Plaintiff and Aggrieved Employees at their regular rate of pay when a meal period was missed,
5 short, late, and/or interrupted.

6 26. Throughout the time period involved in this case, Defendants have implemented
7 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely and
8 duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff and
9 Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting three and
10 one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting
11 six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit, and provide such
12 rest breaks in the middle of each work period.

13 27. Throughout the time period involved in this case, Defendants did not adequately inform
14 Plaintiff and Aggrieved Employees of their right to take rest periods under California law. Moreover,
15 Defendants systematically disregarded their own written policies regarding the provision and timing
16 of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice
17 was to schedule Plaintiff and Aggrieved Employees in a way that regularly prohibited them from
18 taking timely and duty-free rest periods, and to regularly require Plaintiff and Aggrieved Employees
19 to work through their rest periods.

20 28. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and
21 Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened
22 in violation of California law. Defendants knew or should have known that Plaintiff and Aggrieved
23 Employees were entitled to receive all rest periods or payment of one additional hour of pay at their
24 regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this
25 knowledge, Defendants routinely failed to authorize and permit Plaintiff and Aggrieved Employees
26 to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and Aggrieved
27 Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

28 29. Throughout the time period involved in this case, Defendants regularly required
Plaintiff and Aggrieved Employees to perform work off-the-clock. Although Defendants prohibited
overtime, Defendants still regularly required Plaintiff and Aggrieved Employees complete all of their

1 assigned duties. To do so, Plaintiff and Aggrieved Employees were regularly required to perform work
2 off-the-clock for which they were not compensated.

3 30. Throughout the time period involved in this case, Defendants implemented policies that
4 prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked,
5 resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

6 31. Throughout the time period involved in this case, Plaintiff and Aggrieved Employees
7 worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

8 32. Throughout the time period involved in this case, Defendants regularly failed to pay
9 overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess of eight
10 (8) hours in a single workday and/or forty (40) hours in a single work week, or in excess of twelve
11 (12) hours in a single workday and/or eighty (80) hours in a single work week. Defendants knew or
12 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain wages for
13 overtime or double overtime compensation and that they were not receiving wages for overtime or
14 double overtime compensation.

15 33. Throughout the time period involved in this case, Defendants failed to pay overtime to
16 Plaintiff and the Aggrieved Employees for all overtime hours worked based on regular rates of pay
17 correctly calculated to include all applicable remuneration.

18 34. Throughout the time period involved in this case, Defendants regularly failed to pay
19 Plaintiff and Aggrieved Employees at least minimum wages for all hours worked. Defendants knew
20 or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
21 minimum wages for all hours worked and that they were not receiving at least minimum wages for all
22 hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff
23 and Aggrieved Employees at the required minimum wage pursuant to California law, and requiring
24 Plaintiff and Aggrieved Employees to perform work off the clock.

25 35. Throughout the time period involved in this case, Defendants regularly failed to pay
26 Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
27 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to
28 receive all wages owed to them upon termination within the time permissible under California Labor
Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all final wages
owed to them upon discharge or resignation, including overtime compensation, minimum wages, meal

1 period premiums, and rest period premiums, within any time permissible under California Labor Code
2 section 202.

3 36. Throughout the time period involved in this case, Defendants regularly failed to pay
4 Plaintiff and Aggrieved Employees all wages within any time permissible under California law,
5 including, *inter alia*, California Labor Code section 204. Defendants knew or should have known that
6 Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them during their
7 employment. Plaintiff and Aggrieved Employees did not receive payment of all wages, including
8 overtime compensation, minimum wages, and meal and rest period premiums, within any time
9 permissible under California Labor Code section 204.

10 37. Throughout the time period involved in this case, Defendants regularly failed to
11 provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants
12 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
13 and accurate wage statements in accordance with California law, but, in fact, they did not receive
14 complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the
15 failure to include the total number of hours worked, the actual gross wages earned, the correct rates of
16 pay, the inclusive pay period dates, net wages earned, all applicable hourly rates, number of piece-rate
units paid and any applicable piece rate, and the name and address of the legal entity of the employer.

17 38. Throughout the time period involved in this case, Defendants regularly failed to keep
18 complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants knew or
19 should have known that Defendants were required to keep complete and accurate payroll records for
20 Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did not keep
21 complete and accurate payroll records.

22 39. Throughout the time period involved in this case, Defendants regularly failed to
23 maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal
24 periods, total daily hours, hours per pay period, and applicable pay rates.

25 40. Throughout the time period involved in this case, Defendants failed to reimburse
26 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but not
27 limited to the use of a personal phone for work-related tasks. Defendants knew or should have known
28 that Defendants were required to reimburse Plaintiff and the Aggrieved Employees for all necessary
business-related expenses and costs, but, in fact, failed to do so in violation of California law.

41. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved Employees that they paid all wages owed to them, all to increase Defendants' profits.

PAGA ALLEGATIONS

42. At all times set forth herein, PAGA was applicable to Plaintiff's employment by Defendants.

43. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

44. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

45. Plaintiff was employed by Defendants and the alleged violations were committed against him during his time of employment. Plaintiff and the other employees are therefore “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants and one of more of the alleged violations were committed against them.

46. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee shall give written notice by certified mail (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

47. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On June 5, 2026, Plaintiff, through his counsel of record, by online filing with the LWDA and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff’s June 5, 2026 notice, and the LWDA has not indicated that it intends to investigate the violations discussed in the notice.

48. Accordingly, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants have been fully exhausted and Plaintiff may commence a civil action to recover penalties against Defendants, in addition to other remedies for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 2698, Et Seq.

(Against All Defendants)

49. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

50. Plaintiff brings this action as a representative action on behalf of himself, other Aggrieved Employees, and the State of California in his capacity as a private attorney general pursuant

1 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. (“PAGA”).

2 51. PAGA expressly provides for a private right of action to recover civil penalties for
3 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision
4 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
5 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
6 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
7 brought by an aggrieved employee on behalf of himself or herself and other current or former
8 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

9 52. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
10 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
11 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

12 53. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
13 as defined by California Labor Code section 2699(c) in that they are all current or former employees
14 of Defendants, and one or more of the alleged violations were committed against them.

15 54. As set forth in detail above and below, during all times relevant to this Action,
16 Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California
17 Labor Codes by:

- 18 (a) Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
19 compensation in violation of Labor Code §§ 1194, 1197, and 1198 *et seq.*
- 20 (b) Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
21 compensation in violation of Labor Code §§ 510, 1194, and 1198 *et seq.*
- 22 (c) Failing to provide legally required meal periods to Plaintiff and the Aggrieved
23 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
24 hour of premium pay for meal period violations in violation of Labor Code §§ 226.7
25 and 512.
- 26 (d) Failing to authorize and permit Plaintiff and the Aggrieved Employees to take
27 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
28 additional hour of premium pay for rest period violations in violation of Labor
Code § 226.7.

- (e) Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 201 and 202.
- (f) Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- (g) Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- (h) Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- (i) Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.
- (j) Failing to pay reporting time wages to Plaintiff and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.
- (k) Failing to provide potable water and handwashing materials to Plaintiff and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.

55. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 2800 and 2802, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

56. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

57. Plaintiff was compelled to retain the services of counsel to file this court action, and to

1 assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of
2 reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other
3 applicable statute.

4
5 **PRAYER FOR RELIEF**

6 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

7 1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
8 of California Labor Code;

9 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
10 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
11 other applicable statutes; and

12 3. For such other and further relief as the Court may deem proper.

13 Respectfully Submitted,

14 Dated: August 14, 2026

PARKER & MINNE, LLP

15
16 By:



S. Emi Minne

Attorneys for Plaintiff MICHAEL TEDDY