

AARON N. COLBY (State Bar No. 247339)
aaron@colbylegal.com
ZOE YUZNA (State Bar No. 268496)
zoe@colbylegal.com
COLBY LAW FIRM, PC
13263 Ventura Boulevard, Suite 203
Studio City, California 91604
Telephone: (818) 253-1599
Fax: (818) 475-1981

Attorneys for Plaintiff
JOHN CONRADY

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
04/30/2024 at 03:14:12 PM
Clerk of the Superior Court
By Jimmy Siharath, Deputy Clerk

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

JOHN CONRADY, an individual and as a
representative of aggrieved employees pursuant
to the Private Attorneys General Act (PAGA),

Plaintiff,

vs.

LASER EYE CARE OF CALIFORNIA, LLC,
a corporation; and DOES 1 through 10
inclusive,

Defendant.

Case No. 37-2024-00020113-CU-OE-CTL

**PLAINTIFF'S COMPLAINT FOR
PENALTIES PURSUANT TO:**

**1. PRIVATE ATTORNEYS GENERAL
ACT, LABOR CODE SECTION 2698
ET SEQ.**

JURY TRIAL DEMANDED

Plaintiff John Conrady ("Plaintiff") alleges and complains against Defendants Laser Eye Care of
California, LLC and Does 1 through 10 (collectively, "Defendant") as follows:

INTRODUCTION

1. This is a representative action for penalties pursuant to the Private Attorneys General Act
of 2004, Labor Code section 2698 et seq. ("PAGA").

2. Plaintiff worked for Defendants in San Diego, California.

3. PAGA allows for an aggrieved employee to recover penalties on behalf of himself and
other aggrieved employees. Accordingly, Plaintiff seeks civil penalties on behalf of herself and other
aggrieved employees, along with attorney's fees and costs, pursuant to PAGA.

///

PARTIES | JURISDICTION | VENUE

4. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

5. Defendant Laser Eye Care of California, LLC, doing business as NVISION Eye Centers, operates one of the largest providers of LASIK and cataract surgery in the country including a location at 3075 Health Center Drive, Suite 403, San Diego, California 92123 (“worksite”).

6. Defendant conducts business in the State of California.

7. Under California Code of Civil Procedure section 395(a), venue is proper in this County because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.

8. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this Complaint to show such true names and capacities when they have been determined. Defendant and Doe Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

9. Plaintiff believes that, at all times relevant herein, each defendant designated, including Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

10. Defendant, and each of them, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i). Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

ALTER EGO | AGENCY | JOINT EMPLOYER

11. There exists such a unity of interest and ownership between Defendant Employers that the

1 individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto,
2 Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors,
3 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
4 other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least
5 in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego
6 status, successor status and/or joint venture and with the permission and consent of each of the other
7 Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure
8 to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean
9 the acts and/or failures to act by each defendant acting individually, jointly and severally.

10 12. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable
11 under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th
12 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management,
13 centralized control of labor relations, and common ownership or financial control. ... Although courts
14 consider the four factors together, they often deem centralized control of labor relations the most
15 important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities
16 can also be deemed a "joint employer" by having the right to control the employment relationship, as
17 evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer,
18 promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

19 13. Defendant Employers were Plaintiff's employers, joint employers and/or special
20 employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i),
21 and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of
22 this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers
23 within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are
24 each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code
25 sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint
26 employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.
27 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
28 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,

1 either directly or indirectly, and the manner in which Defendant Employers' business was and is
2 conducted.

3 14. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
4 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
5 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
6 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code
7 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or
8 other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*
9 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other
10 person acting either individually or as an officer, agent, or employee of another person" for failure to pay
11 minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may
12 ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
13 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
14 and shareholders); *see* Government Code section 12925(d) (defining "Person" as one *or more* individuals,
15 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
16 trustees in bankruptcy, and receivers or other fiduciaries).

17 15. Despite the formation of purported corporate existence, Defendant Employers are, in
18 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
19 dominated and controlled by one another, who personally committed the frauds and violated the laws as
20 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
21 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
22 Defendant Employers derive actual and significant monetary benefits by and through one another's
23 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
24 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
25 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
26 wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate
27 formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant
28 Employers are, and at all times relevant were, so mixed and intermingled that the same cannot

1 reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at
2 all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain
3 of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of
4 the separate existence of each of the Defendant Employers would not promote justice, in that it would
5 permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law.
6 The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of
7 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
8 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate
9 existence must be disregarded.

10 **ADMINISTRATIVE EXHAUSTION**

11 16. Plaintiff exhausted administrative requirements for Plaintiff's claims.

12 17. On February 22, 2024, Plaintiff's counsel gave written notice by online filing with the
13 California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to
14 Defendants a letter specifying the California Labor Code provisions Defendants violated, including the
15 facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since
16 Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the
17 LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants
18 provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or
19 response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699,
20 as provided by subsection 2699.3.

21 **FACTUAL ALLEGATIONS**

22 18. **Plaintiff's Hire & Job Details.** On or about May 1, 2014, Defendant hired Plaintiff John
23 Conrady (born in 1971) as an employee in the job position of Optician to work at the worksite.

24 19. Defendant classified Plaintiff as a "non-exempt" employee. Defendant paid Plaintiff \$20
25 per hour. In August 2017, Defendant raised Plaintiff to \$26 per hour plus a bonus. In March 2022,
26 Defendant raised Plaintiff to \$29 per hour.

27 20. Plaintiff's job duties included the day-to-day operations and optician-duties.

28 21. Plaintiff's work schedule was typically Monday through Friday, 8:00am to 5:00pm.

22. Plaintiff first reported to Executive Director *Angel Vazquez*.

23. In November 2019, Dr. Richard J. Leung, the now prior owner of Defendant, sold the practice to NVISION, the current owner. The change in ownership triggered a change in operating procedures as well.

24. **Plaintiff Complains About Labor Code Violations.** After the acquisition of Defendant, Plaintiff would receive an abundance of after-hours text messages from his supervisors and co-workers. Angel Vazquez sent many work-related texts after hours. In January 2020, Plaintiff complained repeatedly about this to Angel Vazquez and District Manager *Brian Youtabe*, telling them that Defendant needed to establish clear policies and practices about after-hours messages.

25. In addition to off-the-clock work, Plaintiff complained about not receiving earned bonus wages. Plaintiff complained to HR Director *Melissa Platt* and Brian Youtabe that he was not receiving his monthly bonus payment. Nothing was done.

26. **Plaintiff Complains About Unsafe Work Conditions, Takes Leave, And Seeks Accommodations.** On or about March 9, 2021, Plaintiff went home sick and tested positive for COVID-19. Plaintiff had complained about unsafe work practices related to COVID-19, such as social distancing and dividers, throughout the pandemic. Plaintiff was out on sick leave until April 1, 2021.

27. On April 25, 2021, Plaintiff filed a workers' compensation claim for back pain, anxiety, and long COVID and sought FMLA leave, which was approved through August 15, 2021.

28. On August 16, 2021, Plaintiff returned to work, only to find that the workplace still did not have sufficient COVID-19 safety precautions in place. In less than two months, Plaintiff contracted COVID-19 again, testing positive on October 1, 2021. Again, COVID-19 took a serious toll on Plaintiff's health.

29. In October 2021, Defendant hired Regional Director *Christina DeHoyos*. In November 2021, Defendant replaced Angel Vazquez with Executive Director *Adhara MacKamul*.

30. On or about October 27, 2021, Christina DeHoyos informed Plaintiff that she had received ADA accommodation forms from Plaintiff's doctor and thus Defendant was putting Plaintiff on part-time status stripping him of benefits coverage. On or about November 8, 2021, Christina DeHoyos told Plaintiff that he would have to be able to come back to work full-time.

31. From June 27 through October 9, 2022, Plaintiff was on medical leave for his back. On October 10, 2022, Plaintiff returned to work with restrictions of no lifting of 20 pounds. From October 31 through December 12, 2022, Plaintiff was on modified duty of no lifting of 20 pounds and work limited to 4-5 hours per day. Plaintiff notified Adhara MacKamul that sitting for long periods is damaging his back.

32. **Wrongful Termination (Discrimination & Retaliation).** On April 3, 2023, Regional Director *Alex MacBeth* and Melissa Platt called Plaintiff at home and told him he was fired because “the company is going through layoffs.”

33. While Defendant did layoff many employees, their reasons for including Plaintiff in the layoff are a pretext for a wrongful termination.

34. Defendant considered 18 Opticians for layoff, and terminated 3 of them. The ages of the terminated Opticians at the time of layoff was 51 (Plaintiff), 46, and 67. Defendant kept all 7 of the Opticians who were 40 years old or younger. \

35. Defendant replaced Plaintiff with a much younger Optician.

36. A substantial motivating reason for Defendant’s decision to terminate Plaintiff’s employment was Plaintiff’s protected classes (disability and/or age) and/or protected conduct (filing workers compensation claim, taking protected leave and/or seeking reasonable accommodations), as alleged herein. A contributing factor in Defendant’s decision to terminate Plaintiff’s employment was Plaintiff’s protected conduct, as alleged herein

37. Other similarly situated employees who are not in the same protected classes as Plaintiff and/or who did not engage in the same or similar protected conduct as Plaintiff did, in fact, engage in actions similar to Plaintiff and were not terminated for such actions.

38. **Separation Agreement.** Defendant tried to get Plaintiff to sign a separation agreement that was illegal. Defendant presented Plaintiff with a separation agreement that sought a broad release and non-disparagement from Plaintiff in exchange for \$5,800 (i.e., 8 weeks of pay). Plaintiff refused to sign.

39. Even so, the separation agreement was illegal and unenforceable because it violates California’s “Silence No More” Act, insofar as the non-disparagement does not include the required carve-

1 out language.¹

2 40. **Class Action Settlement.** On November 30, 2022, Plaintiff received a class action
3 settlement payment of \$744.36 in connection with the *Tanis v. Laser Eye Care of California LLC, et al.*
4 wage-and-hour class action litigation, Sacramento Superior Court case number 34-2021-00299140. The
5 “Class Period” covered by the case is April 19, 2017 through January 1, 2022. Therefore, Plaintiff has
6 not released his claims after January 2, 2022 through termination.

7 41. **Off-The-Clock Work.** Defendant failed to pay Plaintiff for all time worked. The off-the-
8 clock work included, among other things according to proof: working during breaks, such as carrying on
9 with work during a meal break; and/or reviewing or responding to emails or texts from a mobile device
10 or after hours

11 42. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in
12 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular
13 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
14 workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two
15 (2) times the regular rate of pay

16 43. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely,
17 uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other
18 things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout
19 Plaintiff’s meal breaks; Plaintiff was “on-call” during meal breaks; Defendant automatically deducted
20 unpaid meal break time from Plaintiff’s time worked even though Plaintiff performed work during such
21 time; Defendant rounded Plaintiff’s clock in and out times for the start and end of meal breaks; Plaintiff’s
22 meal breaks were not timely; Plaintiff’s meal breaks were interrupted; Plaintiff’s meal breaks were less
23 than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during
24 meal breaks.

25 44. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-
26 minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof.
27 For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was
28

¹ California Government Code § 12964.5(b)(1)(A), (B)

forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

45. **Unreimbursed Expenses.** Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including: mobile device usage costs for communicating with co-workers and patients.

46. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

47. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work

FIRST CAUSE OF ACTION

PAGA REPRESENTATIVE ACTION FOR PENALTIES PURSUANT TO LABOR CODE

SECTION 2698

48. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

49. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

- **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§ 204(a) and 204(b).
- **Labor Code § 206.** Failure to pay all undisputedly owed wages.

///

- 1 • **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1,
2 204.2, 205, 205.5, 227.3, and/or 1197.5.
- 3 • **Labor Code § 212.** Failure to include the name and address of established place of business in
4 the state on pay checks to cash or deposit pay checks.
- 5 • **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- 6 • **Labor Code § 221.** Failure to not collect and receive owed wages.
- 7 • **Labor Code § 226.** Failure to provide timely and accurate wage statements.
- 8 • **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 9 • **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional hour of
10 pay at the regular rate of compensation in lieu of the rest periods.
- 11 • **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an
12 additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- 13 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
14 after notice of separation.
- 15 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 16 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
17 and double time compensation at the minimum wage rate.
- 18 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
19 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
20 Industrial Welfare Commission.
- 21 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
22 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
23 226.7, 1193.1, and/or 1194.
- 24 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 25 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 26 • **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.
- 27 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
28 Commission for conditions of labor prohibited by such:

- **Wage Order 1-2001 (or other applicable Wage Order), Section 3**, requiring an employer to pay overtime and double time compensation.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 4**, requiring an employer to pay minimum wages, including overtime and double time compensation at the minimum wage rate.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 7**, requiring an employer to maintain accurate information with respect to each employee; provide employees with thorough and accurate itemized wage statements; and, provide clocks within a reasonable distance from employees' work areas.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 11**, requiring an employer to provide its employees with adequate meal periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.
- **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an employer to provide its employees with adequate rest periods and an additional hour of pay at the regular rate of compensation in lieu of the rest periods.

Labor Code § 2802. Failure to reimburse necessary business expenses.

50. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and former employees of Defendant pursuant to the procedures specified in California Labor Code section 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor Code were committed against Plaintiff.

51. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on February 22, 2024 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not provided notice that it intends to investigate PLAINTIFF’S claims.

///

52. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the aforementioned LWDA notice via certified mail on February 22, 2024. More than 33 days have passed since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations alleged therein.

53. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the "PAGA Liability Period").

54. Accordingly, Plaintiff has complied with all of the requirements set forth in California Labor Code section 2699.3 to commence a representative action under PAGA.

55. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

JURY TRIAL DEMANDED

Plaintiff demands a jury as to all causes of action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- a. For penalties where provided by law;
- b. For punitive damages where allowed by law;
- c. For prejudgment interest pursuant to California Labor Code section 218.6, California Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;
- d. For attorneys' fees where allowed by law;
- e. For costs of suit incurred herein; and

1 f. For such other and further relief as deemed just and proper.
2

3 DATED: April 30, 2024

COLBY LAW FIRM, PC

4 
5

6 By: _____

AARON N. COLBY

ZOE YUZNA

7 Attorneys for Plaintiff

8 JOHN CONRADY
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28