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Attorneys for Plaintiff YEKATERINA RAMIREZ,
on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

SUMMONS ISSUED

YEKATERINA RAMIREZ, on behalf of herself
and current and former aggrieved employees

Case No.: C24-00798

PAGA ACTION

**PLAINTIFF YEKATERINA
RAMIREZ'S COMPLAINT FOR:**

Plaintiff,

vs.

THE SPEECH PATHOLOGY GROUP, INC.;
and DOES 1 to 100, inclusive,

Defendants.

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

Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

COMES NOW Plaintiff YEKATERINA RAMIREZ ("Plaintiff"), who alleges and
complains against Defendants THE SPEECH PATHOLOGY GROUP, INC.; and DOES 1 to 100,
inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

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

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

8 **II. JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
10 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
11 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
12 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
13 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
14 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
15 aggrieved California-based hourly non-exempt employees occurred in locations throughout
16 California, including but not limited to Contra Costa County at 2021 Ygnacio Valley Road, C103,
17 Walnut Creek, CA 94598.

18 **III. PARTIES**

19 3. Plaintiff brings this action as a representative of the Labor and Workforce
20 Development Agency on behalf of herself and other current and former employees subject to
21 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
22 filed include current, former and/or future employees of Defendants who work, worked, or will
23 work for Defendants as direct employees as well as temporary employees employed through temp
24 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
25 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
26 employed by Defendants in an hourly position at Defendants' location in Walnut Creek from
27 approximately August 24, 2023, until on or about January 9, 2024.

28 4. Plaintiff is informed and believes and thereon alleges that Defendant THE

1 SPEECH PATHOLOGY GROUP, INC. is authorized to do business within the State of California
2 and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all
3 times relevant hereto were persons acting on behalf of Defendant THE SPEECH PATHOLOGY
4 GROUP, INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour
5 practices or policies. Defendant THE SPEECH PATHOLOGY GROUP, INC. operates in Contra
6 Costa County and employed Plaintiff and aggrieved employees in Contra Costa County, including
7 but not limited to, at 2021 Ygnacio Valley Road, C103, Walnut Creek, CA 94598.

8 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
9 through 50 are corporations, or are other business entities or organizations of a nature unknown to
10 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
11 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
12 working conditions of employment of Plaintiff and aggrieved employees.

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

19 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
20 sues said defendants by said fictitious names, and will amend this complaint when the true names
21 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
22 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
23 named defendants is in some manner responsible for the events and allegations set forth in this
24 complaint.

25 8. Plaintiff makes the allegations in this complaint without any admission that, as to
26 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
27 Plaintiff reserves all of Plaintiff's right to plead in the alternative.
28

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
3 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

5 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
7 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,
8 1197, 1198, and the applicable Wage Orders.

9 11. Specifically, Defendants have committed the following violations of California
10 Labor Code:

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

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

20 14. In this case, Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
22 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
24 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
25 not limited to,

26 (a) Plaintiff and other current and former aggrieved California-based hourly non-
27 exempt employees were paid based on scheduled hours rather than their actual hours worked
28 despite that they routinely worked beyond their scheduled hours; and

(b) Automatically deducting 30 minutes from Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' daily hours worked and attributing that time to a meal break despite that Defendants routinely failed to provide Plaintiff and other current and former aggrieved California-based hourly non-exempt employees' meal breaks and/or duty-free meal breaks.

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

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

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

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

Labor Code section 510.

18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours

1 worked due to Defendants' policies, practices, and/or procedures including, but not limited to,

2 (a) Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees were paid based on scheduled hours rather than their actual hours worked
4 despite that they routinely worked beyond their scheduled hours; and

5 (b) Automatically deducting 30 minutes from Plaintiff's and other current and former
6 aggrieved California-based hourly non-exempt employees' daily hours worked and attributing that
7 time to a meal break despite that Defendants routinely failed to provide Plaintiff and other current
8 and former aggrieved California-based hourly non-exempt employees' meal breaks and/or duty-
9 free meal breaks.

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

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

22 21. California law requires an employer to authorize or permit an employee an
23 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
24 all duties and the employer relinquishes control over the employee's activities prior to the
25 employee's sixth hour of work. Labor Code sections 226.7, 512, 1198; Wage Order 4 at §11;
26 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
27 employ an employee for a work period of more than ten (10) hours per day without providing the
28 employee with a second such meal period of not less than thirty (30) minutes prior to the start of

1 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
2 meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on
3 duty” meal period is only permitted when: (1) the nature of the work prevents an employee from
4 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
5 periods.

6 22. If an employer fails to provide an employee a meal period in accordance with the
7 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
8 for each workday that a legally required and compliant meal period was not provided. Labor Code
9 section 226.7, 1198; Wage Order 4 at §11.

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

14 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
16 for every five hours worked; and

17 (b) Automatically deducting 30 minutes from Plaintiff’s and other current and former
18 aggrieved California-based hourly non-exempt employees’ daily hours worked and attributing that
19 time to a meal break despite that Defendants routinely failed to provide Plaintiff and other current
20 and former aggrieved California-based hourly non-exempt employees’ meal breaks and/or duty-
21 free meal breaks.

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

28 25. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees not
2 receiving wages to compensate them for workdays during which Defendants did not provide them
3 with meal periods in compliance with California law.

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

8 27. California law requires every employer to authorize and permit an employee a rest
9 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
10 Code sections 226.7, 1198; Wage Order 4 at §12. Under California law, “[e]mployees are entitled
11 to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of
12 more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours,
13 and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029;
14 Labor Code sections 226.7, 1198; Wage Order 4 at §12. Rest periods, insofar as practicable, shall
15 be in the middle of each work period. Wage Order 4 at §12. Additionally, the rest period
16 requirement “obligates employers to permit – and authorizes employees to take – off-duty rest
17 periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest
18 periods employers must relieve employees of all duties and relinquish control over how employees
19 spend their time. *Id.*

20 28. If the employer fails to authorize or permit a required rest period, the employer
21 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
22 the employer did not authorize or permit a legally required rest period. Labor Code sections 226.7,
23 1198; Wage Order 4 at § 12.

24 29. In this case, Defendants failed to authorize or permit all legally required and
25 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
27 limited to,

28 (a) Failing to provide Plaintiffs and other current and former aggrieved California-

1 based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours
2 worked or major fraction thereof.

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

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

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

21 33. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
22 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
23 exempt employees' earned wages (including minimum wages, overtime wages, meal period
24 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
25 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
26 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
27 their earned wages within the applicable time frames outlined in Labor Code section 204.

28 34. **Secret Payment of Wages Lower Than Designated by Statute:** Labor Code

1 section 223 provides that, where any statute or contract requires an employer to maintain the
2 designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay
3 the wage designated by statute or contract.

4 35. By engaging in the unlawful conduct alleged herein, including by failing to pay
5 wages no less than the applicable legal minimum and overtime wages, and also meal and rest
6 break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11
7 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, while
8 purporting to pay lawful wages, Defendant secretly paid Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees a lower wage than designated by statute
10 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

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

1 section 226(a)(1, 2, 5 & 9).

2 **38. Failure to pay employees all wages due at time of termination/resignation:** An
3 employer is required to pay all unpaid wages timely after an employee's employment ends. The
4 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
5 hours of resignation (Labor Code section 202).

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

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

15 41. Plaintiff has complied with the procedures for bringing suit specified in Labor
16 Code section 2699.3. On January 16, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
17 and provided notice to Defendants by certified mail which provided notice of the specific
18 provisions of the Labor Code alleged to have been violated, including the facts and theories to
19 support the violations alleged.

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

25 43. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
26 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7,
27 510, 512, 1194, 1197 and 1198, During Plaintiff's employment and continuing through the
28 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in

1 the following amounts:

2 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
3 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
4 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
5 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

6 b. For violations of Labor Code section 204, one hundred dollars (\$100) for
7 each failure to pay each employee in an initial violation, and two hundred dollars (\$200) for each
8 failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each
9 subsequent violation, or any willful or intentional violation. [penalty amounts established by
10 Labor Code section 210].

11 c. For violations of Labor Code section 223, one hundred dollars (\$100) for
12 each failure to pay each employee in an initial violation, and two hundred dollars (\$200) for each
13 failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each
14 subsequent violation, or any willful or intentional violation. [penalty amounts established by
15 Labor Code section 225.5].

16 d. For violations of Labor Code section 226, alternatively, two hundred fifty
17 dollars (\$250) for each employee for each pay period for the initial violation, and for each
18 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay
19 period [penalty amounts established by Labor Code section 226.3].

20 e. For violations of Labor Code sections 510 and 512, fifty dollars (\$50) for
21 each employee for each pay period for the initial violation, and for each subsequent violation, one
22 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
23 established by Labor Code section 558].

24 f. For violations of Labor Code section 1194 and 1197, one hundred dollars
25 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
26 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
27 period [penalty amounts established by Labor Code section 1197.1].

28 44. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

reasonable attorneys' fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

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

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 1197.1 and 2699(f);

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

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

Dated: March 25, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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