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Superior Court of California,
County of Alameda

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

LYNDA TYLER, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

TAILORED SHARED SERVICES, LLC,

Defendant.

Case No. **24CV082392**

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS (a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Lynda Tyler (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant Tailored Shared Services,
5 LLC (“Tailored” or “Defendant”) on behalf of the State of California to collect penalties as a result of
6 Defendant’s systematic violations of California labor law with respect to Defendant’s non-exempt
7 hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant in California.¹

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to compensate
11 Plaintiff and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and Aggrieved
12 Employees minimum wages; (3) failing to pay Plaintiff and Aggrieved Employees overtime wages;
13 (4) failing to authorize and permit Plaintiff and Aggrieved Employees to take compliant meal and rest
14 periods to which they are entitled by law, and failing to pay premium compensation for noncompliant
15 meal and rest periods; (5) failing to provide Plaintiff and Aggrieved Employees true and accurate
16 itemized wage statements; and (6) failing to pay Plaintiff and Aggrieved Employees all wages owed
17 upon separation from employment.

18 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
19 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
20 Private Attorneys General Act (“PAGA”).

21 **PARTIES**

22 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
23 employees of Defendant in the State of California. The Aggrieved Employees work as, among other
24 positions, hourly paid sales associates, sales leads, store tailors, assistant store managers, keyholders,
25 sales consultants, and other hourly non-exempt employees in California.

26 6. Plaintiff Lynda Tyler is an individual over the age of eighteen, and at all times relevant
27

28 ¹ Although Plaintiff is a former employee, the Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

1 to this Complaint was a resident of the State of California.

2 7. Plaintiff worked for Defendant as a Sales Lead in Redding, California, from
3 approximately June 2023 until January 25, 2024.

4 8. Plaintiff is informed, believes, and thereon alleges that Defendant Tailored Shared
5 Services, LLC is a Delaware corporation with its principal place of business located in Houston, Texas.
6 Tailored Shared Services is registered to do business in the State of California and does business in
7 the State of California. Tailored Shared Services, LLC may be served with process by serving its
8 registered agent, CT Corporation System, 330 N. Brand Boulevard, Glendale, California 91203.

9 9. Upon information and belief, Tailored Shared Services is a leading retailer delivering
10 personalized products and services through its network of stores and ecommerce sites. Defendant has
11 more than 1,000 stores across all its brands, which include leading menswear retailers – Men’s
12 Wearhouse, Jos. A. Bank, Moores, and K&G Fashion Superstore. Plaintiff is informed, believes, and
13 thereon alleges that Defendant Tailored employs hundreds of hourly, non-exempt workers similarly
14 situated to Plaintiff in California.

15 10. Plaintiff is informed, believes, and thereon alleges that, in California, Defendant owns,
16 operates, and/or manages retail locations in this county. Plaintiff is informed, believes, and thereon
17 alleges that Defendant employs Aggrieved Employees, among other hourly employees, in this County
18 and throughout California.

19 11. At all material times, Defendant has done business under the laws of California, has
20 places of business in the State of California, including in this County, and have employed Aggrieved
21 Employees in this County. Defendant is a “person(s)” as defined in Cal. Lab. Code § 18 and Cal. Bus.
22 & Prof. Code § 17201. Defendant is also an “employer” as that term is used in the California Labor
23 Code and the IWC Wage Orders.

24 12. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
25 indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
26 Plaintiff and Aggrieved Employees.

27 **SUBJECT MATTER JURISDICTION AND VENUE**

28 13. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.

1 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
2 liability and the cause, or some part of the cause, arose in this County.

3 14. This Court has jurisdictions over Plaintiff's claims for penalties pursuant to the PAGA.
4 The Court also has jurisdiction over Defendant because they are a company authorized to do business
5 in the State of California, and because Defendant does in fact do business and employs workers in the
6 State of California.

7 **FACTUAL ALLEGATIONS**

8 15. Upon information and belief, Tailored Shared Services is a leading retailer delivering
9 personalized products and services through its convenient network of stores and ecommerce sites.
10 Tailored operates retail locations across the State of California.

11 16. Plaintiff worked for Defendant as a Sales Lead in Redding, California, from
12 approximately June 2023 until January 25, 2024. Although Plaintiff's shifts varied in length, Plaintiff
13 was usually scheduled for approximately eight (8) hours or more per shift, for approximately five (5)
14 or more shifts per week. Plaintiff's weekly hours varied, but on average, Plaintiff was scheduled for
15 approximately forty (40) hours per week, or more.

16 17. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.
17 Plaintiff was compensated at an hourly rate of \$20.

18 18. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
19 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

20 19. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
21 employed by Defendant in a similar manner throughout the State of California, including in this
22 County, and perform work materially similar to Plaintiff.

23 20. Aggrieved Employees perform their jobs under Defendant's supervision using materials
24 and technology approved and supplied by Defendant.

25 21. Aggrieved Employees are required to follow and abide by Defendant's common work,
26 time, and pay policies and procedures in the performance of their jobs.

27 22. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
28 are determined by common systems and methods that Defendant selects and controls.

1 23. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
2 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
3 location in the State of California. Upon information and belief, Aggrieved Employees worked more
4 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
5 year before this Complaint was filed.

6 24. Plaintiff and Aggrieved Employees are not provided with an uninterrupted, off-duty, 30-
7 minute meal period before the fifth hour of work, or a second meal break before the tenth hour of work
8 on days when they work shifts of ten (10) hours or more. Defendant's policies, practices, and
9 procedures prevent Plaintiff and Aggrieved Employees from taking their required 30-minute meal
10 period prior to their fifth hour of work. Defendant requires Aggrieved Employees to get management
11 approval before taking a meal period. Until getting approval from management, Plaintiff and
12 Aggrieved Employees must continue to attend customers until relieved by a member of management.
13 This requirement results in employees taking their meal period after their fifth hour of work. Further,
14 due to a lack of available coverage, employees frequently work an entire shift without a 30-minute
15 meal period.

16 25. Additionally, Aggrieved Employees must remain on-call and available to assist
17 customers during their meal periods and are often interrupted to attend unassisted customers in
18 Defendant's retail location. Aggrieved Employees were expected to remain on-call during meal
19 periods due to staffing issues. Defendant's management staff will interrupt and shorten meal periods
20 for employees to get back on the salesfloor. Aggrieved Employees' meal periods are interrupted and
21 shortened because they are required to continue assisting customers to complete their job duties while
22 off-the-clock.

23 26. Tailored does not provide Aggrieved Employees with premium pay for these
24 interruptions. As a result, Aggrieved Employees are not provided with duty-free, uninterrupted, and
25 timely thirty-minute meal periods by the end of the fifth hour of work, nor do they receive the proper
26 premium payments for non-compliant meal breaks.

27 27. Further, for each day Plaintiff and Aggrieved Employees work shifts of ten hours or
28 more, Defendant frequently denies Plaintiff and Aggrieved Employees a duty-free, uninterrupted, and

1 timely second 30-minute meal break by the end of the tenth hour of work. Yet again, Plaintiff and
2 Aggrieved Employees do not receive premium payments for these missed second meal breaks.

3 28. Additionally, Plaintiff and Aggrieved Employees are not provided with uninterrupted,
4 ten-minute rest periods, during which they should be completely relieved of any duty, by the end of
5 the fourth hour of work, and again, by the end of the eighth hour of work.

6 29. Defendant requires Plaintiff and Aggrieved Employees to continue assisting customers
7 on the sales floor and does not provide the opportunity to take a 10-minute rest periods. Thus,
8 Aggrieved Employees remain on duty during their 10-minute rest periods by continuing to prepare
9 orders for shipment to maintain required active percentages to receive incentive pay.

10 30. When Plaintiff and Aggrieved Employees do attempt to take a rest break, such rest
11 breaks are shortened. As a result, Aggrieved Employees are not provided duty-free, uninterrupted, and
12 timely ten-minute rest breaks during which they should be completely relieved of any duty.

13 31. Despite these recurring violations, Plaintiff and Aggrieved Employees are not provided
14 one (1) hour of premium pay for each day they do not receive a compliant meal and rest break.

15 32. Plaintiff is informed, believes, and thereon alleges that these meal and rest period
16 policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees
17 regardless of location and assignment in California.

18 33. Defendant regularly fails to compensate Plaintiffs and Aggrieved Employees for all
19 hours worked, including minimum wage and overtime. Defendant routinely requires Plaintiff and
20 Aggrieved Employees to perform work off-the-clock and without compensation. This includes but is
21 not limited to Defendant requiring Plaintiff and Aggrieved Employees to be on-call during their meal
22 breaks and interrupting Plaintiff and Aggrieved Employees' meal periods to attend to customers of
23 Defendant's retail locations. Plaintiff and Aggrieved Employees are therefore denied compensation
24 for all hours worked, including overtime wages, in violation of the California Labor Code.

25 34. Additionally, as a matter of common policy and/or practice, for any overtime work that
26 Defendant does record, Defendant fails to pay Plaintiff and Aggrieved Employees their full earned
27 overtime wages and failed to pay overtime wages at the correct regular rate. Defendant fails to
28 reimburse Plaintiff and Aggrieved Employees for all necessary business expenditures. For instance,

1 Plaintiffs and Aggrieved Employees are required to use their personal cell phone in the direct
2 consequence of the discharge of their duties. Plaintiff and Aggrieved Employees use their personal cell
3 phones for direct communication between Defendant and Aggrieved Employees. Defendant does not
4 reimburse for this cell phone use. Additionally, the Defendant requires Plaintiff and Aggrieved
5 Employees to use their personal vehicles to make work related trips to the bank to make store deposits,
6 and make change orders, among other tasks. Thus, Defendant does not reimburse Plaintiff and
7 Aggrieved Employees for any business expenditures, even though it should be fully reimbursed under
8 California law.

9 35. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly employees
10 of Defendant are subject to the same or similar unlawful business expenditures policies and practices.

11 36. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly employees
12 of Defendant are subject to the same or similar unlawful timekeeping and compensation policies and
13 practices.

14 37. Defendant's common course of wage-and-hour abuse results in routinely failing to
15 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees.

16 38. As a result of the aforementioned violations, Plaintiffs and Aggrieved Employees are
17 provided with inaccurate wage statements as such statement do not reflect the correct amount of gross
18 and net wages earned, including overtime compensations and premium pay for non-complaint meal
19 and rest periods, or the correct total hours worked by Plaintiffs and Aggrieved Employees.

20 39. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
21 former workers of Defendant with full payment of all wages owed upon separation from employment.
22 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
23 including overtime and premium pay for non-compliant meal periods, whether their termination was
24 voluntary or involuntary; yet Defendant has failed to provide Aggrieved Employees with such
25 payments within the required time period. As a result, and pursuant to the California Labor Code,
26 Defendant is subject to waiting time penalties.

27 40. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
28 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant's

operations in the State of California.

FIRST CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(a)

(On Behalf of the State of California and Aggrieved Employees)

41. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

42. Cal. Lab. Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and to other current or former employees.

43. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

44. Cal. Lab. Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

45. Cal. Lab. Code § 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

46. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

47. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately

when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

48. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

49. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

50. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code § 226(e)(1).

51. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on March 21, 2024, Plaintiff provided the Labor and Workforce Development Agency ("LWDA") with notice of her intention to file this claim. On March 21, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the

1 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
2 2699.3(a).

3 52. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and himself as set forth in Cal. Lab. Code § 2699.

5 53. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
6 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees
7 and costs as set forth below.

8 54. Wherefore, Plaintiff requests relief as hereinafter provided.

9 **SECOND CAUSE OF ACTION**

10 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

11 **(On Behalf of the State of California and Aggrieved Employees)**

12 55. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
13 herein.

14 56. Cal. Lab. Code § 2699(f) provides:

15 For all provisions of this code except those for which a civil penalty is
16 specifically provided, there is established a civil penalty for a violation of
17 these provisions, as follows: . . . (2) If, at the time of the alleged violation,
18 the person employs one or more employees, the civil penalty is one hundred
dollars (\$100) for each aggrieved employee per pay period for the initial
violation and two hundred dollars (\$200) for each aggrieved employee per
pay period for each subsequent violation.

19 57. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
20 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
21 commission basis or method of calculation.”

22 58. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
23 employment are due and payable twice during each calendar month....”

24 59. IWC Wage Order 4-2001(2)(K) defines hours worked as “the time during which an
25 employee is subject to the control of an employer and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so.”

27 60. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
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1 conditions that violate the Wage Orders.

2 61. Cal. Lab. Code § 510 provides, in relevant part:

3 Eight hours of labor constitutes a day's work. Any work in excess of eight
4 hours in one workday and any work in excess of 40 hours in any one
5 workweek and the first eight hours worked on the seventh day of work in
6 any one workweek shall be compensated at the rate of no less than one and
7 one-half times the regular rate of pay for an employee. Any work in excess
8 of 12 hours in one day shall be compensated at the rate of no less than twice
9 the regular rate of pay for an employee. In addition, any work in excess of
10 eight hours on any seventh day of a workweek shall be compensated at the
11 rate of no less than twice the regular rate of pay of an employee. Nothing in
12 this section requires an employer to combine more than one rate of overtime
13 compensation in order to calculate the amount to be paid to an employee for
14 any hour of overtime work.

10 62. Cal. Lab. Code § 1197 provides:

11 The minimum wage for employees fixed by the commission or by any
12 applicable state or local law, is the minimum wage to be paid to employees,
13 and the payment of a lower wage than the minimum so fixed is unlawful.
14 This section does not change the applicability of local minimum wage laws
15 to any entity.

14 63. Cal. Lab. Code § 1194 provides, in relevant part:

15 Notwithstanding any agreement to work for a lesser wage, any employee
16 receiving less than the legal minimum wage or the legal overtime
17 compensation applicable to the employee is entitled to recover in a civil
18 action the unpaid balance of the full amount of this minimum wage or
19 overtime compensation, including interest thereon, reasonable attorney's
20 fees, and costs of suit.

19 64. Cal. Lab. Code § 2802(a) provides as follows:

20 An employer shall indemnify his or her employee for all necessary
21 expenditures or losses incurred by the employee in direct consequence of
22 the discharge of his or her duties, or of his or her obedience to the directions
23 of the employer, even though unlawful, unless the employee, at the time of
24 obeying the directions, believed them to be unlawful. Defendants' policies
25 and practices result in payment of wage and overtime violations, and meal
26 and rest periods violations.

23 65. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 require Defendants to
24 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
25 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 4-2001 prohibit employers from employing
26 an employee for more than five hours without a meal period of not less than thirty minutes, and from
27 employing an employee more than ten hours per day without providing the employee with a second
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1 meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the
2 thirty-minute meal period and ten-minute rest period, the employee is considered “on duty” and the
3 meal period is counted as time worked under the applicable wage orders.

4 66. Defendant’s policies and practices result in payment of wage and overtime violations,
5 and meal and rest periods violations.

6 67. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
7 Code § 2699(a), Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
8 in which Plaintiff and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab.
9 Code § 2699(f). Plaintiff seeks penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and
10 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
11 Lab. Code §§ 204, 226.7, 510, 512, 1194, 1197, 1198, 2802(a), IWC Wage Order 4-2001, and any
12 other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

13 68. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on March 21, 2024, Plaintiff
14 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
15 file this claim. On March 21, 2024, Plaintiff mailed Defendant a copy of such notice via certified
16 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff
17 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
18 Code § 2699.3(a).

19 69. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
20 Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

21 70. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
22 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
23 and costs as set forth below.

24 71. Wherefore, Plaintiff requests relief as hereinafter provided.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff prays for relief as follows:

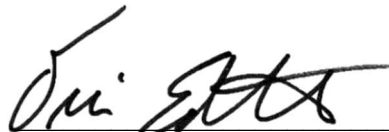
- 27 1. For the Court to declare, adjudge, and decree that Defendant has violated the Cal. Lab.
28 Code as alleged herein;

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2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
4. For all costs of suit; and
5. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: July 5, 2024



Carolyn H. Cottrell
Ori Edelstein
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

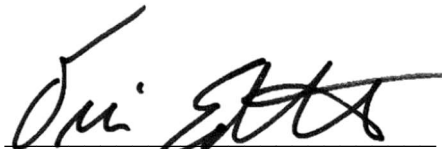
Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Date: July 5, 2024

Respectfully Submitted,



Carolyn H. Cottrell

Ori Edelstein

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees