

Amit Peery, Esq. (State Bar No. 179697)
THE PEERY LAW FIRM
4550 E. Thousand Oaks Blvd, Suite 100
Westlake Village, California 91362
Telephone: (818) 995-4079
Facsimile: (818)995-6514
ap@peerylaw.com

Attorney for Plaintiff, Marnae Edwards, on behalf
of herself and all others similarly situated and all
aggrieved employees pursuant to Labor Code §2698 et seq

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

MARNAE EDWARDS, on behalf of
herself and all others similarly situated
and all aggrieved employees pursuant to
Labor Code Section 2698 et seq;

Plaintiff,

vs.

SKYNAIL BY SUGAR, a California
corporation; DYLAN HONG, an
individual; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.:

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY OVERTIME AND
OTHER WAGES DUE**
- 2. FAILURE TO PROVIDE REST PERIODS
OR COMPENSATION IN LIEU THEREOF**
- 3. FAILURE TO PROVIDE MEAL
PERIODS OR COMPENSATION IN LIEU
THEREOF**
- 4. FAILURE TO TIMELY PAY WAGES
DUE AT SEPARATION OF EMPLOYMENT**
- 5. FAILURE TO COMPLY WITH WAGE
STATEMENT PROVISIONS**
- 6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200 ET SEQ.**
- 7. CIVIL PENALTIES UNDER
CALIFORNIA LABOR CODE § 2698 ET
SEQ. (PRIVATE ATTORNEYS GENERAL
ACT)**

DEMAND FOR JURY TRIAL

1
2 Plaintiff MARNAE EDWARDS (“Plaintiff”) individually, on behalf of all similarly
3 situated individuals (the “Class”) and on behalf of all “aggrieved employees” under the Labor
4 Code Private Attorneys General Act of 2004, codified as Labor Code §§ 2698 et seq. (“PAGA”),
5 alleges the following against all Defendant:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code § 2698 et seq., on behalf of Plaintiff and all other independent contractors
10 and non-exempt employees who currently work or formerly worked for Defendants within the
11 State of California.

12 2. For at least four (4) years prior to the filing of this action and continuing to the
13 present (the “liability period”), Defendants have had a consistent policy and scheme of
14 misclassifying and treating Plaintiff and all their other nail salon workers as independent
15 contractors to avoid providing them with fundamental protections due to employees, as they
16 were in fact and law, under California law.

17 3. Plaintiff, others similarly situated, including aggrieved employees as such term is
18 defined under PAGA (“Aggrieved Employees”), who presently work or did work for and at
19 Defendants’ nail salons during all times alleged herein were not free from the control and
20 directions of the Defendants and did not perform work outside of the Defendants’ usual course
21 of business yet were not treated as non-exempt employees as they should have been. Plaintiff
22 and others similarly situated were in fact and law non-exempt employees that were not treated as
23 such by the Defendants.

24 4. During the liability period, Defendants have violated California law including
25 having (i) misclassified Plaintiff and others similarly situated as Independent Contractors; (ii)
26 failed to pay Plaintiff and other similarly situated persons all minimum, overtime and other wages
27 rightfully due to them and earned; (iii) failed to provide Plaintiff and other similarly situated
28 persons with legally compliant meal periods or compensation in lieu thereof; (iv) failed to provide

1 Plaintiff and other similarly situated persons with legally compliant rest periods or compensation
2 in lieu thereof; (v) failed to provide Plaintiffs and similarly situated persons with accurately
3 itemized wage statements; and (vi) failed to timely pay Plaintiffs' and others similarly situated
4 whose employment ended with Defendants wages due upon separation of employment.

5 5. Plaintiff, on behalf of herself and Class Members, bring this action pursuant to
6 California Code of Civil Procedure §382 seeking to enjoin the Defendants unlawful conduct,
7 obtain restitution and compensation for all unpaid wages, liquidated damages, unpaid meal and
8 rest period premium wages, statutory penalties, injunctive and other equitable relief, and
9 reasonable attorneys' fees and costs for the violating California's Labor Codes inclusive of §§
10 201-203, 226(a), 226.3, 226.7, 226.8, 510, 512, 558, 558.1, 1174, 1174.5, 1194, and 1194.2.

11 6. Plaintiffs, on behalf of themselves and Class Members, and pursuant to Business
12 & Professions Code §§ 17200-17208, seek injunctive relief, restitution, and disgorgement of all
13 benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

14 7. Plaintiff, on behalf of herself and all other non-exempt California employees of
15 Defendants employed one year prior to the date Plaintiff first began the process of exhausting the
16 administrative requirements under Labor Code § 2698 et seq., by filing with the Labor and
17 Workforce Development Agency ("LWDA") and serving on Defendants written notice of claims
18 described herein, and continuing throughout and to the present ("Aggrieved Employees"), also
19 seeks civil penalties for Defendants' violations of the California Labor Code under the Private
20 Attorneys General Act of 2004 ("PAGA").

21 8. Plaintiff worked in and Defendants operated nail salons within Los Angeles
22 County, California, and venue is proper in this judicial district pursuant to Code of Civil
23 Procedure § 395.

24 **II.**
25 **PARTIES**

26 9. Plaintiff MARNAE EDWARDS is an individual who worked for Defendants
27 during relevant times alleged herein in Los Angeles County, California.

10. Defendant SKYNAIL BY SUGAR is a California corporation engaging in business in Los Angeles County, California .

11. Defendant Dylan Hong is an individual residing in Los Angeles County, California.

12. Defendant Dylan Hong is an owner, director, officer and/or managing agent of SKYNAIL BY SUGAR and is liable for the violations alleged herein pursuant to Labor Code §558.1.

13. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and that the acts of each Defendant is legally attributable to the other Defendants.

III.

CLASS ACTION ALLEGATIONS

15. Plaintiffs bring this action on behalf of herself and all others similarly situated as a Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiffs seek to represent the following Class composed of and defined as follows (the “Class” or “Class Members”):

All persons who currently work for or did work for Defendants at any time within four years preceding the filing of this Action in California providing nail and/or other salon services and who were misclassified as independent contractors or otherwise denied wages and benefits due to them as non-exempt California employees.

16. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or modify this class description with greater specificity or further division into subclasses or limitation to particular issues.

17. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class are easily ascertainable.

A. Numerosity

18. Plaintiff is informed and believes that Defendant operates at least 7 nail salons in California. The potential Class Members as defined are so numerous that joinder of all Class Members is impracticable. While the precise number of Class Members has not been ascertained at this time, Plaintiffs are informed and believe, and based thereon allege, that the Class consists of over 75 persons in the State of California who fall within the Class definition.

19. Accounting for turnover during the relevant period necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of Class Members. Joinder of Class Members is not practicable.

B. Commonality

20. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendants misclassified Plaintiff and Class Members as Independent Contractors pursuant to applicable law;

b. Whether Defendants failed to pay all minimum and overtime wages earned to Plaintiffs and Class Members pursuant to applicable law;

c. Whether Defendants failed to properly provide meal periods or compensation in lieu thereof to Plaintiffs and Class Members pursuant to applicable law;

d. Whether Defendants failed to properly provide rest periods or compensation in lieu thereof to Plaintiffs and Class Members pursuant to applicable law;

e. Whether Defendants failed to provide Plaintiffs and Class Members with accurately itemized wage statements pursuant to applicable law;

f. Whether Defendants failed to timely pay Plaintiffs and Class Members all wages due and owing at the separation of their employment pursuant to applicable law; and

g. Whether Plaintiffs and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 et seq.

C. Typicality

21. The claims of the named Plaintiffs are typical of the claims of Class Members. Plaintiffs and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

22. Plaintiffs will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiffs are competent and experienced litigators with decades of experience, including representative actions.

E. Superiority of Class Action

23. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

24. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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IV.

FIRST CAUSE OF ACTION**AGAINST ALL DEFENDANTS FOR FAILURE TO PAY ALL MINIMUM,
OVERTIME AND OTHER WAGES DUE PLAINTIFF AND CLASS MEMBERS**

25. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 24 above as though fully set forth.

26. Labor Code §226.8 makes it unlawful, among other things, for any person or employer to willfully misclassify an individual as an independent contractor.

27. Pursuant to Labor Code §1194, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

28. Pursuant to Labor Code §1197, it is unlawful to pay any employee less than the minimum wage fixed by the commission or applicable law.

29. Labor Code §510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee, and that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee

30. Pursuant to Labor Code §1194, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

31. Plaintiff and the Class Members were not free from the control and directions of the Defendants, and they did not perform work outside of the Defendants' usual course of business.

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32. Defendants failed to pay Plaintiff and Class Members a minimum wage for every hour they worked or portion thereof.

33. Plaintiff and Class Members were never paid an hourly wage during her employment with Defendants.

34. Included in Defendants' failure to pay an hourly wage and without limitation, Defendants failed to pay Plaintiff and Class Members for "non-productive" time spent while they remained under the control and employ of Defendants and at all times when Defendants denied or otherwise did not have Plaintiff and Class Members actively performing nail services.

35. Plaintiff and Class Members were required to and routinely worked more than eight hours a day and more than forty hours per week but was denied and never paid overtime wages as required under Labor Code §510.

36. Defendants failed to track the hours worked by Plaintiff and Class Members and did not maintain required records regarding the same, in violation of Labor Code §1174.

37. The Defendants conduct alleged herein, inclusive of its misclassification of Plaintiff and Class Members and their failure to pay wages due, was knowing and willful.

38. As a result of the Defendants' conduct, Plaintiff and Class Members have been deprived of and seek all wages due to them in amounts to be determined at trial, including the unpaid balance of the full amount of all minimum wage or overtime compensation due to them, interest thereon and reasonable attorney's fees and costs of suit pursuant to Labor Code § 1194, liquidated damages pursuant to Labor Code § 1194.2, any and all statutory penalties to which she is entitled and such other and further relief prayed for herein or as the Court deems just and proper.

V.

SECOND CAUSE OF ACTION

AGAINST ALL DEFENDANTS FOR

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

39. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 30 above as though fully set forth.

44. Pursuant to Labor Code § 226.7, Plaintiff for herself and the Class seeks the payment of all rest period compensation which she and the Class Members are owed over the liability period according to proof and such other and further relief prayed for herein or as the Court deems just and proper.

TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

47. Plaintiff and Class Members were employed and worked more than five hours per day and sometimes more than 10 hours per day and were denied compliant meal breaks as required by Labor Code §512 (employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day).

48. Plaintiff and Class Members were routinely denied, and not authorized to take, a timely, uninterrupted and legally compliant 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours.

49. Plaintiff and Class Members were entitled to one hour of pay for each day that Defendants failed to properly provide them with one or more meal periods as set forth in Labor Code §§ 226.7 and 512.

50. Plaintiff for herself and the Class seeks the payment of all meal period compensation which is owed to Plaintiff and the Class during their employment within the four years preceding the filing of this Action, according to proof, and such other and further relief prayed for herein or as the Court deems just and proper.

VII.

FOURTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS FOR FAILURE TO

TIMELY PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

51. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 50 above as though fully set forth.

52. California Labor Code § 201 and § 202 require Defendants to pay employees all wages due within 72 hours after resignation of employment or on the day of termination of employment as applicable.

53. Defendants failed to pay all wages due to Plaintiff and other Class Members who separated from employment with Defendants as required by law.

54. Labor Code § 203 provides that if an employer willfully fails to timely pay wages due at separation, the employer must, as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full or an action is commenced, not to exceed 30 days of wages.

55. Plaintiff for herself and Class Members who have separated from Defendants' employment seeks 30 days' wages for each of herself and Class Members who separated from

Defendants' employment as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages due at separation of employment for those persons and such further relief prayed for herein or as the Court deems just and proper.

VIII.

FIFTH CAUSE OF ACTION

AGAINST ALL DEFENDANTS FOR

FAILURE TO COMPLY WITH WAGE STATEMENT PROVISIONS

56. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 55 above as though fully set forth.

57. Section 226(a) of the California Labor Code requires employers to furnish employees, semimonthly or at the time of each payment of wages, 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 wage statements in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (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 only the last four digits of her or her social security number or an employee identification number other than a 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.

58. Defendants did not furnish any itemized wage statements to Plaintiff and Class Members at all, over the entire duration of their employment.

59. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a).

60. Plaintiff and Class Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of \$4,000 per employee, and are entitled to an award of costs and
2 reasonable attorneys' fees pursuant to Labor Code § 226(h) and such further relief prayed for
3 herein or as the Court deems just and proper.

4 **IX.**

5 **SIXTH CAUSE OF ACTION**

6 **AGAINST ALL DEFENDANTS FOR UNFAIR COMPETITION**

7 **PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

8 61. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 60
9 above as though fully set forth.

10 62. The conduct of all Defendants as alleged in this Complaint was unfair, unlawful,
11 and harmful to Plaintiff and the Class Members. Plaintiff seeks to enforce important rights
12 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

13 63. Each of Plaintiff and the Class Members is a "person" within the meaning of
14 Business & Professions Code § 17204, and therefore has standing to bring this cause of action.

15 64. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
16 business practices.

17 65. Wage and hour laws express fundamental public policies. Properly providing
18 employees with all wages are fundamental public policies of this State and of the United States.
19 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum
20 labor standards, to ensure that employees are not required or permitted to work under substandard
21 and unlawful conditions, and to protect law-abiding employers and its employees from
22 competitors who lower their costs by failing to comply with minimum labor standards.

23 66. Defendants have violated statutes and public policies. Through the conduct
24 alleged in this Complaint, Defendants, and each of them, have acted contrary to these public
25 policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful
26 and unfair business practices in violation of Business & Professions Code § 17200 et seq.
27 depriving Plaintiff and all interested persons of rights, benefits, and privileges guaranteed to all
28 employees under law.

67. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of §17200 et seq. of the Business & Professions Code.

68. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care should have known that the conduct was unlawful. As such, it is a violation of § 17200 et seq. of the Business & Professions Code.

69. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and Class Members have been damaged in a sum as may be proven at the time of trial.

70. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct, as alleged above. Pursuant to Business & Professions Code § 17200 et seq., this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members the money Defendants have unlawfully failed to pay.

X.

SEVENTH CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST DEFENDANTS FOR
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2698 et seq.**

71. Plaintiff incorporates herein by reference and realleges paragraphs 1 through 70 above as though fully set forth.

72. Plaintiff alleges the following on behalf of herself and in a representative capacity on behalf of all other non-exempt California employees who currently work or formerly worked for Defendants ("Aggrieved Employees") and seeks the recovery of civil penalties against Defendants pursuant to Labor Code § 2698 et seq. (the Private Attorneys General Act of 2004, "PAGA")

73. Defendants knowingly and willfully:

a. Misclassified Plaintiff and Aggrieved Employees as independent contractors, instead of non-exempt employees, in violation of Labor Code § 226.8.

1 b. Failed to pay Plaintiff and other Aggrieved Employees all minimum, overtime
2 and other wages that were due to them on account of their employment with Defendants in
3 violation of Labor Codes, including but not limited to Labor Code §§ 246, 510, 1197 and IWC
4 2-2001.

5 c Denied Plaintiff and Aggrieved Employees compliant, off-duty 10-minute rest
6 periods for every four (4) hours they worked or major fraction thereof, and failed to pay them
7 premium wages of one hour's pay for each missed rest period in lieu thereof in violation of Labor
8 Code § 226.7 and IWC Wage Order No. 2-2001.

9 d. Denied Plaintiff and Aggrieved Employees timely, uninterrupted and compliant
10 30-minute meal period for every shift worked that exceeded five hours in duration, or a second
11 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, and
12 failed to pay premium wages to them in lieu thereof in violation of Labor Code §§ 226.7, 512,
13 and IWC Wage Order 2-2001.

14 e. Failed to reimburse Plaintiff and Aggrieved Employees for necessary
15 expenditures and losses they incurred in direct consequence of the discharge of their duties, in
16 violation of Labor Code § 2802.

17 f. Withheld compensation from Plaintiff and Aggrieved Employees in violation of
18 Labor Code §§221.

19 g. Failed to provide Plaintiff and other Aggrieved Employees with wage statements
20 that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a).

21 h. Failed to pay Plaintiff and other Aggrieved Employees who were terminated by
22 Defendants all wages due at the separation of their employment in violation of Labor Code §§
23 201 and 202.

24 74. Plaintiff, on behalf of himself and all Aggrieved Employees seeks all civil
25 penalties arising from Defendants' violations of the California Labor Codes and IWC orders
26 referenced above and otherwise based on the facts alleged herein.

27 75. Pursuant to Labor Code §2699(f), excepting those provisions of PAGA for which
28 a civil penalty is specifically provided, which would include but not be limited to those relating

to Labor Code §§226.8 (misclassification), 226.3 (wage statements), 225.5 (withholding wages) and 558, the established penalty for all other violations would be \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation..

76. Pursuant to applicable law, civil penalties recovered will be allocated 65% to the LWDA and 35% to Aggrieved Employees.

77. In compliance with Labor Code §2699.3, Plaintiff filed by online submission to the Labor and Workforce Development Agency (“LWDA”) and by proper service upon Defendants the requisite notice setting forth the facts and theories of the violations alleged against Defendants

78. No notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of the date of submission of the requisite notice that Plaintiff submitted and therefore Plaintiff may commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

XII.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages and liquidated damages in the amount of all unpaid wages due to Plaintiffs and Class Members, according to proof;
2. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members, according to proof;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members, according to proof;
4. For all civil penalties arising from Defendants’ conduct for Plaintiff and Class Members, including those provided by Labor Code §§ 226(e) and 203;
5. For injunctive relief and restitution for unfair competition pursuant to Business & Professions Code § 17200 et seq. for Plaintiffs and Class Members;
6. For injunctive relief pursuant to Labor Code § 226(h) for Plaintiff and Class Members;

- 1 7. For civil penalties pursuant to Labor Code § 2698 et seq. for Plaintiff and all other
2 Aggrieved Employees;
- 3 8. An award of prejudgment and post-judgment interest;
- 4 9. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194,
5 2699(g)(1), and other applicable law;
- 6 10. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and
7 other applicable law; and
- 8 11. Such other and further relief as this Court may deem just and proper.

9 DATED: March 28, 2025

THE PEERY LAW FIRM

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11 By: 

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13 _____
14 AMIT PEERY, Attorney for Plaintiff
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