

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey M. Schwartz, Esq. (SBN 254916)
Alexander J. Aroeste, Esq. (SBN 332653)

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Boulevard, Suite 200

Beverly Hills, California 90211

Telephone: (310) 432-0000

Facsimile: (310) 432-0001

Email: jlavi@lelawfirm.com

vgranberry@lelawfirm.com

jschwartz@lelawfirm.com

aaroeste@lelawfirm.com

Attorneys for Plaintiff OLGA L NAVARRO,
on behalf of herself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

OLGA L NAVARRO, on behalf of herself and
current and former aggrieved employees

Plaintiff,

vs.

MED FOR AMERICA INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **CVPS2407647**

PAGA ACTION

COMPLAINT FOR:

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

COMES NOW Plaintiff OLGA L NAVARRO ("Plaintiff"), who alleges and complains on
information and belief except as to those allegations relating to plaintiff herself, which are asserted
on personal knowledge, against Defendants MED FOR AMERICA INC.; and DOES 1 to 100,
inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

- This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

1 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, herself and
2 other current and former aggrieved employees of Defendants who worked as hourly non-exempt
3 employees in California during the relevant time period seeking civil penalties associated with
4 Defendants’ violation of the Labor Code based on failure to pay wages for all hours worked at
5 minimum wage and all overtime hours worked at the overtime rate of pay; failure to authorize or
6 permit all legally required and/or compliant meal periods or pay meal period premium wages; failure
7 to authorize or permit all legally required and/or compliant rest periods or pay rest period premium
8 wages; failure to timely pay earned wages during employment; statutory penalties for failure to
9 provide accurate wage statements; statutory waiting time penalties in the form of continuation wages
10 for failure to timely pay employees all wages due upon separation of employment. Plaintiff seeks
11 on a representative basis, following notice to the Labor and Workforce Development Agency, civil
12 penalties, reasonable attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought
13 on behalf of Plaintiff, the State of California, and others aggrieved.

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
19 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to Riverside County, at 67425 Two Bunch Palms Trail, Desert
23 Hot Springs, CA 92240.

24 **III. PARTIES**

25 3. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of herself and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
28 filed include current, former and/or future employees of Defendants who work, worked, or will work

1 for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
3 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
4 Defendants in an hourly position at Defendants' location in Riverside County from approximately
5 December 2022 until on or about June 2024.

6 4. Defendant MED FOR AMERICA INC. is authorized to do business within the State
7 of California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
8 and at all times relevant hereto were persons acting on behalf of Defendant MED FOR AMERICA
9 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
10 or policies. Defendant MED FOR AMERICA INC. operates in Riverside County and employed
11 Plaintiff and aggrieved employees in Riverside County, including but not limited to, at 67425 Two
12 Bunch Palms Trail, Desert Hot Springs, CA 92240.

13 5. Defendants DOES 1 through 50 are corporations or other business entities or
14 organizations of a nature unknown to Plaintiff that employed Plaintiff and aggrieved California non-
15 exempt employees, permitted Plaintiff and aggrieved employees to work, and exercised control over
16 the wages, hours and working conditions of employment of Plaintiff and aggrieved employees.

17 6. Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each
18 Defendant is sued individually and in their capacity as an agent, shareholder, owner, representative,
19 manager, supervisor, independent contractor and/or employee of each defendant who violated or
20 caused to be violated the minimum wage and overtime provisions of the Labor Code and/or any
21 provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

27 8. Plaintiff makes the allegations in this complaint without any admission that, as to
28 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff

1 reserves all of Plaintiff's right to plead in the alternative.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

5 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**
6 **Other Current and Former Aggrieved Employees)**

7 9. Plaintiff incorporates by reference and re-alleges each and every allegation contained
8 in this pleading as though fully set forth herein.

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

12 11. Specifically, Defendants have committed the following violations of California
13 Labor Code:

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

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

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

1 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
3 including bag checks, prior to being permitted to clock-in for their start shifts and/or when leaving
4 the building for their meal and rest breaks.
5

6 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
7 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
8 control without paying wages for that time. This resulted in Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees working time for which they were not
10 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
11 Wage Order.
12

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

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

22 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
23 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
24 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
25 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
26 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
27 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
28 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee. Labor Code § 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 worked due
to Defendants' policies, practices, and/or procedures including, but not limited to:

1 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks,
3 including bag checks, prior to being permitted to clock-in for their start shifts and or/when leaving
4 the building for their meal and rest breaks.

5 19. The foregoing policies, practices, and/or procedures resulted in time during each
6 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
7 employees were under the control of Defendants but were not compensated. To the extent that the
8 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
10 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
11 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
12 sections 510, 1194 and 1198, and the applicable Wage Order.

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

17 21. California law requires an employer to authorize or permit an employee an
18 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
19 all duties and the employer relinquishes control over the employee's activities prior to the
20 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 1 at § 11; *Brinker*
21 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
22 employee for a work period of more than ten (10) hours per day without providing the employee
23 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
24 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
25 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
26 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
27 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

9 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
11 for every five hours worked as a result of shortened meal breaks due to requiring Plaintiff and other
12 current and former aggrieved California-based hourly non-exempt employees to undergo security
13 checks when leaving the building for their meal breaks.

14 (b) Discouraging off-premises meal breaks by requiring Plaintiff and other
15 current and former aggrieved California-based hourly non-exempt employees to be subjected to off-
16 the-clock security checks and bag checks process during meal breaks if they left Defendants'
17 premises during their meal breaks.

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

24 25. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
25 and/or other current and former aggrieved California-based hourly non-exempt employees not
26 receiving wages to compensate them for workdays during which Defendants did not provide them
27 with meal periods in compliance with California law.
28

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

5 27. California law requires every employer to authorize and permit an employee a rest
6 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
7 § 226.7; Wage Order 1 at § 12. Under California law, “[e]mployees are entitled to 10 minutes’ rest
8 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
9 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
10 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
11 Order 1 at § 12. Rest periods, insofar as practicable, shall be in the middle of each work period.
12 Wage Order 1 at § 12. Additionally, the rest period requirement “obligates employers to permit –
13 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
14 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
15 duties and relinquish control over how employees spend their time. *Id.*

16 28. If the employer fails to authorize or permit a required rest period, the employer must
17 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
18 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
19 1 at § 12.

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

24 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
25 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
26 or major fraction thereof.

27 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
28 hourly non-exempt employees with net ten (10) minute rest breaks as a result of shortened rest

breaks due to requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to undergo security checks when leaving the building for their rest breaks.

(c) Discouraging off-premises rest breaks by requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subjected to security checks and bag checks process during rest breaks if they left Defendants' premises during their rest breaks.

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

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

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

33. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees their earned wages (including minimum wages, overtime wages, meal period premium wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants'

1
2
3
4
aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and
other current and former aggrieved California-based hourly non-exempt employees their earned
wages within the applicable time frames outlined in Labor Code section 204.

5
6
7
8
9
10
11
12
13
34. **Secret payment of lower wages than designated by statute:** Labor Code section
223 provides that, where any statute or contract requires an employer to maintain the designated
wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
Code section 1198, Defendants secretly paid a lower wage than designated by statute while
purporting to pay the wages designated by statute, in violation of Labor Code section 223.

14
15
16
17
18
19
20
21
22
23
24
25
26
35. **Failure to provide complete and accurate wage statements:** Labor Code section
226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
his or her wages, the employer must "furnish each of his or her employees ... an 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 pay 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."

27
28
36. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
and other current and former aggrieved California-based hourly non-exempt employees all wages
earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period

premium wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

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

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

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

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

41. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,

1 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
2 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
3 amounts:

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

8 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
9 dollars (\$250) for each employee for each pay period for the initial violation, and one thousand
10 dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period
11 [penalty amounts established by Labor Code section 226.3].

12 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for each
13 employee for each pay period for the initial violation, and one hundred dollars (\$100) for each
14 subsequent violation, for each underpaid employee for each pay period [penalty amounts established
15 by Labor Code section 558].

16 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
17 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
18 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
19 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
20 section 210].

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

26 43. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
27 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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, 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: November 26, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ Alexander J. Aroeste
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Alexander J. Aroeste, Esq.
Attorneys for Plaintiff
OLGA L NAVARRO,
on behalf of herself and current and former
aggrieved employees