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Attorneys for Plaintiff, ANTONIO HERNANDEZ,
on behalf of himself and all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

ANTONIO HERNANDEZ, on behalf of
himself and all others aggrieved,

Plaintiff,

v.

SC COMMERCIAL, LLC d.b.a. SC FUELS, a
Delaware limited liability company;
SOUTHERN COUNTIES OIL CO., A
CALIFORNIA LIMITED PARTNERSHIP, a
California limited partnership; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 30-2020-01166961-CU-OE-CXC

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1197.1 and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

Assigned for all purposes to: Judge Glenda Sanders
Dept: CX101

COMES NOW plaintiff ANTONIO HERNANDEZ ("Plaintiff"), on behalf of himself and all others aggrieved, and alleges as follows:

JURISDICTION

1. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

2. Venue is proper in Orange County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Orange County is the county in which the Defendants, or some of them, reside.

3. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover, on behalf of himself and all other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA plus reasonable attorneys' fees and costs, as the term "civil penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175.

4. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

5. During the period beginning one (1) year preceding the provision of notice to the LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"), Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 226, 226.3, 226.7, 246, 432, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198.5, 2699, 2802, and 2810.5, among others.

6. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiff, on behalf of himself and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

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7. On or around July 28, 2020, Plaintiff provided written notice under Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the Labor and Workforce Development Agency ("LWDA"), as well as by certified mail, with return receipt requested to Defendants, and each of them.

8. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the July 28, 2020 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

PARTIES

A. Plaintiff

9. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee of Defendants, with duties that included, but were not limited to, loading and unloading materials, organizing merchandise, and driving a forklift from on or about October of 1983 to October of 2019.

B. Defendants

10. Plaintiff is informed and believes and based thereon alleges that defendant SC FUELS is, and at all times relevant hereto was, a limited liability company organized and existing under and by virtue of the laws of the State of Delaware with a principal California business office in the County of Orange, State of California. At all relevant times herein, defendant SC FUELS employed Plaintiff and other similarly aggrieved employees within the State of California.

11. Plaintiff is informed and believes and based thereon alleges that defendant SOUTHERN is, and at all times relevant hereto was, a limited partnership organized and existing under and by virtue of the laws of the State of California and doing business in the County of Orange, State of California. At all relevant times herein, defendant SOUTHERN employed Plaintiff and other similarly aggrieved employees within the State of California.

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12. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as 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. 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(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include SC FUELS, SOUTHERN, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

PAGA REPRESENTATIVE ALLEGATIONS

13. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other aggrieved employees have not been paid, during the relevant time period, wages for all time worked, including overtime wages, as a result of, without limitation, Defendants failing to pay overtime wages to Plaintiff and other non-exempt employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and other aggrieved employees working over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without Defendants paying them proper overtime wages, as a result of, without limitation, Defendants failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to remain on-call, to suffer under Employer's control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay,

1 commissions, meal allowances, and other forms of remuneration into the regular rate of pay for the
2 pay periods where overtime was worked and the additional compensation was earned for the purpose
3 of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or
4 manipulation of time entries to show less hours than actually worked, and for paying straight pay
5 instead of overtime pay, to the detriment of Plaintiff and other aggrieved employees in the State of
6 California.

7 14. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
8 aggrieved employees have not been paid, during the relevant time period, wages for all time worked,
9 including minimum wages, as a result of, without limitation, Defendants failing to accurately track
10 and/or pay for all hours actually worked; requiring employees: to remain on-call, by requiring
11 employees to come early to work and leave late work without being able to clock in for all that time,
12 to suffer under Employer's control to complete pre-shift tasks before clocking in and post-shift tasks
13 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,
14 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
15 clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries,
16 editing and/or manipulation of time entries to show less hours than actually worked; failing to pay
17 reporting time pay; and failing to pay split shift premiums, to the detriment of Plaintiff and other
18 aggrieved employees in the State of California.

19 15. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
20 and have policy or practice of failing to provide Plaintiff and other aggrieved employees thirty (30)
21 minute uninterrupted, timely, and complete meal periods for days on which the employee worked
22 in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and
23 complete 30-minute meal periods or compensation in lieu thereof including, without limitation, by
24 interrupting meal periods; not providing timely meal periods; failing to provide first and second
25 meal periods; providing short meal periods; requiring that employees carry cellular telephones or
26 walkie talkies during meal periods; and otherwise requiring on-duty/on-call meal periods.

27 16. Plaintiff is informed and believes, and based thereon alleges, Defendants had and
28 have a policy or practice of failing to provide Plaintiff and other aggrieved employees paid,

1 uninterrupted, timely, and complete rest periods of at least ten (10) minutes per four (4) hours
2 worked or major fractions thereof, or compensation in lieu thereof, including, without limitation: by
3 failing to provide rest periods all together; requiring that they be bundled together and/or with meal
4 periods; interrupting them; requiring that employees carry cellular telephones or walkie talkies
5 during rest periods; not providing them in a timely fashion; and otherwise requiring on-duty/on-call
6 rest periods, as required under (the) applicable Wage Order(s).

7 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
8 and have a policy or practice of failing to furnish Plaintiff and other aggrieved employees with
9 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
10 employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay
11 period and the corresponding number of hours worked at each hourly rate by the employee; and
12 other such information as required by Labor Code section 226, subdivision (a).

13 18. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
15 Plaintiff and other aggrieved employees with documents signed to obtain or hold employment under
16 Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under
17 Labor Code section 1174, making it difficult for Plaintiff and other aggrieved employees to calculate
18 their unpaid wages and/or premium payments, to the detriment of Plaintiff and other aggrieved
19 employees.

20 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
21 and have a policy or practice of failing or refusing to timely pay compensation to Plaintiff and other
22 terminated or resigned employees, including but not limited to, all wages owed as a result of
23 Defendants' practice or policy of failing to pay, among other wages, overtime wages, minimum
24 wages, and premium wages.

25 20. Plaintiff is informed and believes, and based thereon alleges that Defendants have,
26 and at all times relevant hereto had, a policy or practice of failing to comply with the notice
27 requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among
28 other things, failing to provide Plaintiff and other aggrieved employees with the rates of pay and

1 overtime rates of pay applicable to their employment, allowances claimed as part of the minimum
2 wage, the regular payday designated by Employers, the name of the employer, including any “doing
3 business as” names used, the name, address and telephone number of the workers’ compensation
4 insurance carrier, information regarding paid sick leave, and other pertinent information required to
5 be disclosed by Defendants under Labor Code section 2810.5. As such, Plaintiff is informed and
6 believes, and based thereon alleges, that the failure to provide such information, including rates of
7 pay that are in effect, has permitted Employers to pay employees at rates of pay that were not agreed
8 upon and violate minimum wage and overtime wage laws in California.

9 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
10 and have a policy or practice of failing to reimburse Plaintiff and other aggrieved employees with
11 their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms,
12 purchasing steel-toe boots, providing uniform and other deposits, separately laundering mandatory
13 uniforms, for the purchase of tools and safety equipment, for the purchase and maintenance of
14 cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or
15 of their obedience to the directions of Defendants, as required by Labor Code 2802.

16 22. At all relevant times, Defendants have or had a policy or practice of failing to
17 reimburse deposits made, including uniform deposits together with all interest owed at the
18 separation of employment in violation of Labor Code section 404, entitling Employee and other
19 aggrieved employees to damages in the amount of the deposit and accrued interest.

20 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
21 and have a policy or practice of failing to provide Plaintiff and other aggrieved employees with the
22 amount of paid sick leave required to be provided pursuant to California laws (including, without
23 limitation, Labor Code section 246, *et seq.*), and also did not permit its use upon request as
24 contemplated under California laws.

25 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
26 and have a policy or practice of failing to pay Plaintiff and other aggrieved employees their wages
27 in accordance with Labor Code section 204, which requires that “[l]abor performed between the 1st
28 and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of

1 the month during which the labor was performed, and labor performed between the 16th and the last
2 day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following
3 month.” Plaintiff is informed and believes and based thereon alleges that Defendants did not and
4 do not pay their employees in accordance with Labor Code Section 204.

5 25. Plaintiff and other aggrieved employees at all times pertinent hereto were not exempt
6 from receiving overtime wages, minimum wages, meal breaks or compensation in lieu thereof, rest
7 breaks or compensation in lieu thereof, accurate wage statements, timely pay of wages during their
8 employment and after their employment separation, the opportunity to inspect employment records,
9 indemnification of work expenses, the proper accrual and use of paid sick leave, and other such
10 provisions of California law and the implementing rules and regulations of the IWC California Wage
11 Orders.

12 26. Plaintiff, in his representative capacity, seeks civil penalties under Labor Code
13 sections 210, 226.3, 558, 1197.1, and 2699 for the herein-described acts, which violate the California
14 Labor Code as described above, including on behalf of himself and other aggrieved employees
15 pursuant to PAGA.

16 **FIRST CAUSE OF ACTION**

17 **(Civil Penalties Under Labor Code § 210 – Against All Defendants)**

18 27. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
19 and incorporates each by reference as though fully set forth hereat.

20 28. At all relevant times herein, Labor Code section 204, requires and required that:
21 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
22 between the 16th and 26th day of the month during which the labor was performed, and labor
23 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
24 between the 1st and 10th day of the following month.”

25 29. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
26 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
27 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
28 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any

1 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
3 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

4 30. At all relevant times herein, Defendants have had a consistent policy or practice of
5 failing to pay Plaintiff and aggrieved employees during their employment on a timely basis as per
6 Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other aggrieved
7 employees or former employees he seeks to represent are entitled to recover civil penalties for
8 Defendants’ violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for
9 each aggrieved employee or former employee for each initial violation per employee, and two
10 hundred dollars (\$200) for each aggrieved employee or former employee for each subsequent
11 violation in connection with each payment that was made in violation of Labor Code section 204.

12 **SECOND CAUSE OF ACTION**

13 **(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)**

14 31. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
15 and incorporates each by reference as though fully set forth hereat.

16 32. Defendants had and have a policy or practice of failing to comply with Labor Code
17 section 226, subdivision (a) by intentionally failing to furnish Plaintiff with itemized wage
18 statements that accurately reflect gross wages earned; total hours worked; net wages earned; the
19 name and address of each employer with whom they have been placed to work; all applicable hourly
20 rates in effect during the pay period and the corresponding number of hours worked at each hourly
21 rate; and other such information as required by Labor Code section 226, subdivision (a).

22 33. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
23 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
24 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
25 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

27 34. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
28 this section are in addition to any other penalty provided by law.”

35. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiff, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect during the pay period; and other such information as required by Labor Code section 226, subdivision (a).

36. Pursuant to Labor Code section 226.3, Plaintiff and other aggrieved employees he seeks to represent are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each aggrieved current or former employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each aggrieved current or former employee per pay period for each subsequent violation.

THIRD CAUSE OF ACTION

(Violation of Labor Code § 558 – Against All Defendants)

37. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

38. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

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39. Plaintiff is informed and believes, and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other aggrieved employees not to: be paid overtime wages and minimum wages; and be paid timely wages during their employment and after their employment separation.

40. As a direct and proximate result of Defendants' conduct, Plaintiff and other aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to Labor Code section 558 in amounts to be determined at trial.

FOURTH CAUSE OF ACTION

(Violation of Labor Code § 1197.1 – Against All Defendants)

41. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

42. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

- (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.
- (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

1 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
2 Section 203, recovered pursuant to this section shall be paid to the affected
3 employee.”

4 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
5 Plaintiff and aggrieved employees not to be paid minimum wages as a result of Defendants, without
6 limitation, routinely failing to pay Plaintiff or other aggrieved employees’ wages for all hours
7 worked or otherwise under Defendants’ control due to, without limitation, failing to accurately track
8 and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work
9 off the clock, including, without limitation, by requiring employees: to remain on-call, to suffer
10 under Employer’s control to complete pre-shift tasks before clocking in and post-shift tasks after
11 clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to
12 don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
13 clock, to make phone calls or drive off the clock; failing to include all forms of remuneration,
14 including non-discretionary bonuses, incentive pay, commissions, meal allowances, and other forms
15 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
16 additional compensation was earned for the purpose of calculating the overtime rate of pay;
17 detrimental rounding of employee time entries, editing and/or manipulation of time entries to show
18 less hours than actually worked, and for paying straight pay instead of overtime pay.

19 44. As a direct and proximate result of Defendants’ conduct, Plaintiff and other
20 aggrieved employees are entitled to recover directly from Defendants civil penalties pursuant to
21 Labor Code section 1197.1.

22 **FIFTH CAUSE OF ACTION**

23 **(Civil Penalties Under Labor Code § 2699 – Against All Defendants)**

24 45. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
25 and incorporates each by reference as though fully set forth hereat.

26 46. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
27 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
28 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or

1 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
2 action brought by an aggrieved employee on behalf of himself or herself and other current or former
3 employees pursuant to the procedures specified in Labor Code section 2699.3.

4 47. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
5 Code except those for which a civil penalty is specifically provided, the established civil penalty for
6 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
7 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
8 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
9 employee per pay period for each subsequent violation.

10 48. Plaintiff is informed and believes and based thereon alleges that Defendants, and
11 each of them, violated the Labor Code sections described herein, including, without limitation, for
12 the failure to: pay overtime wages and minimum wages; provide meal and rest periods or
13 compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during
14 employment and after employment separation; provide employees the opportunity to inspect
15 employment records; reimburse aggrieved employees for costs incurred in furtherance of their work
16 duties; provide notice as required under Labor Code section 2810.5; and provide the proper accrual
17 and use of paid sick leave, entitling Plaintiff and other Aggrieved employees to civil penalties for
18 each of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision
19 (f).

20 49. Moreover, Plaintiff and other aggrieved current and former employees within the
21 State of California whom he seeks to represent are entitled to an award of reasonable attorneys' fees
22 and costs in connection with their herein-described claims for civil penalties.

23 **REQUEST FOR JURY TRIAL**

24 50. Plaintiff hereby requests a trial by jury.

25 **PRAYER**

26 **WHEREFORE**, on behalf of himself and all others aggrieved, Plaintiff prays for judgment
27 against Defendants as follows:

28 / / /

- 1 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
2 1197.1, and 2699;
3 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
4 210, 226.3, 558, 1197.1, and 2699;
5 C. Pre-judgment and post-judgment interest;
6 D. For costs of suit incurred herein; and
7 E. Such other and further relief as the Court deems just and proper.
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10 Dated: October 23, 2020

BIBIYAN LAW GROUP, P.C.

11
12 BY:


13 DAVID D. BIBIYAN

DIEGO AVILES

14 Attorneys for Plaintiff ANTONIO
15 HERNANDEZ on behalf of himself and all
16 others aggrieved
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