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7 Attorneys for Plaintiff BRYAN ALEXIS RIVAS CARRANZA,
on behalf of himself and all other aggrieved employees
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN MATEO – HALL OF JUSTICE
11

12 BRYAN ALEXIS RIVAS CARRANZA, on
behalf of himself and all other aggrieved
13 employees,

14 PLAINTIFF,
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16 vs.

17 AI INDUSTRIES, INC., a California
corporation; TRENDTEC, INC., a California
18 corporation; and DOES 1 through 100, inclusive,

19 DEFENDANTS.
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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 9/16/2021
By /s/ Anthony Berini
Deputy Clerk

CASE NO.: 21-CIV-05016

REPRESENTATIVE ACTION

COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE § 2698 *et seq.*

1 Plaintiff BRYAN ALEXIS RIVAS CARRANZA (“PLAINTIFF”), on behalf of himself and all
2 other aggrieved employees, hereby demands a jury trial, and alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved employees of
5 Defendants AI INDUSTRIES, INC., a California corporation (“AI”); TRENDTEC, INC., a California
6 corporation (“TRENDTEC”); and DOES 1 through 100, inclusive (collectively, “DEFENDANTS”) to
7 recover civil penalties arising from unpaid wages earned and due, including but not limited to unpaid
8 and unlawfully calculated overtime compensation, unlawful meal and rest break policies and practices,
9 failure to pay all wages due to discharged or quitting employees, failure to maintain required records,
10 failure to provide accurate and complete itemized wage statements, and failure to timely pay wages
11 during employment.

12 2. The aggrieved employees PLAINTIFF seeks to represent consist of all non-exempt
13 hourly employees of Defendant TRENDTEC who worked for one of its clients in California, including
14 but not limited to, Defendant AI during the applicable PAGA penalty period.

15 3. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant
16 times, DEFENDANTS were joint employers of PLAINTIFF and other aggrieved employees.
17 PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant to this action,
18 DEFENDANTS were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
19 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
20 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was
21 dominated by his, her, or its codefendants, and each was the alter ego of the other.

22 4. PLAINTIFF is informed and believes, and based thereon alleges, that in perpetrating the
23 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
24 furtherance of, their policies and practices of depriving PLAINTIFF and other aggrieved employees
25 their wage and hour rights, through methods which include, but are not limited to: failing to properly
26 calculate overtime compensation; failing to provide compliant meal periods and failing to pay premium
27 compensation in lieu thereof; failing to authorize and permit rest periods and failing to pay premium

1 compensation in lieu thereof; failing to timely pay wages during employment; and failing to provide
2 complete itemized statements for each pay period; all in violation of the California Labor Code (“Labor
3 Code”) and applicable Industrial Welfare Commission (“IWC”) Wage Order(s).

4 5. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of
5 the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS,
6 each acting as agents and/or employees, and/or under the direction and control of, each of the other
7 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,
8 employment, and/or direction and control.

9 6. PLAINTIFF is informed and believes, and based thereon alleges, that in accordance with
10 Labor Code Section 558.1, DEFENDANTS and any person acting on behalf of DEFENDANTS are
11 liable for violating, or causing to violate, any provision regulating minimum wages or hours and days
12 of work in any order of the Industrial Welfare Commission, or Labor Code Sections 203, 226, and 226.7,
13 1193.6, or 1194.

14 **THE PARTIES**

15 7. PLAINTIFF is an individual over the age of eighteen (18) and is a resident of the State
16 of California. At all times relevant to this action, PLAINTIFF was employed by DEFENDANTS in the
17 County of San Mateo, State of California as an hourly, non-exempt employee.

18 8. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant AI is,
19 and all times relevant to this action was, a corporation organized and existing under the laws of the State
20 of California. PLAINTIFF is further informed and believes, and based thereon alleges, that AI is
21 authorized to transact and conduct business in the State of California and does transact and conduct
22 business in the County of San Mateo, State of California. AI maintains grounds, facilities, and offices
23 in the County of San Mateo, State of California. AI is, and at all relevant times was, an employer whose
24 employees were and are engaged to work in the State of California.

25 9. PLAINTIFF is informed and believes, and based thereon alleges, that AI is a
26 manufacturing company that specializes in providing anodizing services. Upon information and belief,
27 AI hires employees either directly or through staffing agencies, including TRENDTEC.

10. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant TRENDTEC is, and all times relevant to this action was, a corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and based thereon alleges, that TRENDTEC is authorized to transact and conduct business in the State of California and does transact and conduct business in the State of California. PLAINTIFF is informed and believes, and based thereon alleges, that TRENDTEC maintains grounds, facilities, and offices in the State of California. TRENDTEC is, and at all relevant times was, an employer whose employees were and are engaged to work in the State of California.

11. PLAINTIFF is informed and believes, and based thereon alleges, that TRENDTEC is a staffing company that places employees in positions of employment with its clients, including AI.

12. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant times, TRENDTEC and AI operated as an integrated enterprise and as joint employers of PLAINTIFF and other aggrieved employees. While TRENDTEC hired and paid PLAINTIFF to work at AI, at all relevant times, AI exercised control over his job duties and his employment in general. The doctrine of “dual employers” states that under these circumstances, both an employment agency and its clients are considered employers. *Mathieu v. Norrell Corp.*, 115 Cal.App.4th 1174, 1183 (2004).

13. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant times AI maintained control over key aspects of the employment of PLAINTIFF and other aggrieved employees, including controlling their scheduled hours and working conditions, determining when they receive breaks, setting their pay rates, and setting the rules and practices which govern their employment. Further, both TRENDTEC and AI are identified by name on the wage statements issued to PLAINTIFF during his employment.

14. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant times DEFENDANTS were/are joint employers of PLAINTIFF and all other aggrieved employees within the meaning of the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s), including IWC Orders 1-2001 and 4-2001 in that DEFENDANTS required, suffered, and permitted PLAINTIFF and other aggrieved employees to work and assumed mutual employer rights,

responsibilities, and terms concerning the employment of PLAINTIFF and other aggrieved employees. DEFENDANTS had mutual direct right to control the wages, hours, and working conditions of PLAINTIFF and other aggrieved employees, and had control over their hiring, retention, supervision, discipline, termination, and day-to-day work performance and duties. DEFENDANTS knew or should have known of the other's wrongful conduct and the violations alleged herein, but each failed to intervene and/or correct such conduct and violations.

15. Additionally, under California Labor Code Section 2810.3, DEFENDANTS share all civil legal responsibility for failure to pay earned wages for all workers supplied to AI. California Labor Code Section 2810.3 states, "[a] client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor contractor" (here, TRENDTEC) is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." "Client employer" (here, AI) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, AI is, and has been, a client employer within the definition of Labor Code Section 2810.3, and shares with TRENDTEC, the labor contractor, all civil responsibility and liability for the payment of all wages earned by PLAINTIFF and other aggrieved employees.

16. At this time, the true names and capacities of DOES 1 through 100, inclusive, are unknown to PLAINTIFF, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner responsible for the occurrences alleged herein, and that PLAINTIFF and other aggrieved employees' injuries and damages were proximately caused by the conduct of said DOE defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege the true names and capacities of said DOE defendants when such information is ascertained.

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1 **JURISDICTION AND VENUE**

2 17. The Superior Court of the State of California has jurisdiction in this matter because
3 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business in
4 California and regularly conduct business in the State of California.

5 18. No federal question is at issue because the claims are based exclusively on California
6 state law.

7 19. Venue is proper in this judicial district and the County of San Mateo, California because
8 among other things, PLAINTIFF and other aggrieved employees performed work for DEFENDANTS
9 in the County of San Mateo; DEFENDANTS maintain grounds, facilities, and offices, and transact
10 business in the County of San Mateo; DEFENDANTS' systematic unlawful policies, procedures, and
11 practices, which are the subject of this action, were applied, at least in part, to PLAINTIFF and other
12 aggrieved employees in the County of San Mateo; and DEFENDANTS' unlawful acts and omissions
13 occurred in the County of San Mateo.

14 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

15 20. PLAINTIFF was employed by DEFENDANTS from approximately April 2020 to
16 approximately May 2021 as an hourly, non-exempt employee at AI's location at 1725 E. Bayshore Road
17 in Redwood City, California. PLAINTIFF was assigned to AI's "Nickel" department and worked the
18 graveyard shift for which he was to be paid a shift premium.

19 21. Throughout his employment, PLAINTIFF typically worked shifts in excess of ten (10)
20 hours. PLAINTIFF's shifts normally began at 4:00 p.m. or 5:00 p.m., and ended as late as 3:00 a.m. or
21 4:00 a.m., respectively.

22 22. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
23 Sections 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and former
24 non-exempt aggrieved employees of DEFENDANTS in the State of California at any time within the
25 period beginning one (1) year and sixty-five (65) days prior to the filing of this action and ending at the
26 time this action settles or proceeds to final judgment (the "PAGA PENALTY PERIOD").¹

27 ¹ The statute of limitations may be further extended by six months per Judicial Council Emergency Rule No. 9.

23. In accordance with Labor Code Section 2699.3, on or about July 12, 2021, PLAINTIFF gave written notice to the California Labor and Workforce Development Agency (“LWDA”) by filing a PAGA Notice online, a copy of which was sent by certified mail to DEFENDANTS notifying them of the specific provisions of the Labor Code and IWC Wage Order(s) alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFF’S PAGA Notice was sent by certified mail to DEFENDANTS on July 12, 2021.

24. The LWDA did not provide notice of its intention to investigate DEFENDANTS' violations within the sixty-five (65) calendar days of the postmark date of PLAINTIFF'S PAGA Notice. Since PLAINTIFF has waited more than sixty-five (65) days from the July 12, 2021 postmark date of PLAINTIFF's PAGA Notice before filing this Civil Action, PLAINTIFF has complied with the requirements in Labor Code Section 2699.3 to commence a representative action under the PAGA.

FACTUAL ALLEGATIONS

Failure to Provide Compliant Meal Periods and Failure to Pay Premium Wages

(Labor Code §§ 226.7, 512)

25. Labor Code Section 512 provides in relevant part, “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

26. Under California law, when an employee works for a work period of more than five (5) hours, a meal period must be provided no later than the end of the employee's fifth hour of work, *i.e.*, no later than the start of the employee's sixth hour of work. When an employee works for a period of more than 10 hours, a second meal period must be provided no later than the end of the employee's tenth

1 hour of work, *i.e.*, no later than the start of the employee’s eleventh hour of work. *See Brinker*
2 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012).

3 27. Labor Code Section 226.7, subdivision (a) states, “An employer shall not require an
4 employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute,
5 or applicable regulation, standard, or order of the Industrial Welfare Commission”

6 28. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
7 PENALTY PERIOD, as part of DEFENDANTS’ systematic illegal policies, procedures, and practices,
8 DEFENDANTS failed to provide timely, compliant, off-duty meal periods to PLAINTIFF and other
9 aggrieved employees in accordance with Labor Code Sections 226.7 and 512 and the applicable IWC
10 Wage Order(s), including IWC Wage Order 1-2001, § 11 and IWC Wage Order 4-2001, § 11.

11 29. PLAINTIFF is further informed and believes, and based thereon alleges, that during the
12 PAGA PENALTY PERIOD, DEFENDANTS did not have any policy or practice pertaining to second
13 meal periods when PLAINTIFF and aggrieved employees worked more than ten (10) hours per day.

14 30. Labor Code Section 226.7, subdivision (b), provides that if an employer fails to provide
15 an employee a meal period in accordance with an applicable order of the IWC, the employer shall pay
16 the employee one additional hour of pay at the employee’s regular rate of compensation for each work
17 day that the meal period is not provided.

18 31. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
19 PENALTY PERIOD, DEFENDANTS did not have any policy or practice pertaining to meal period
20 violations.

21 32. DEFENDANTS further violated Labor Code Sections 226.7 and 512 and the applicable
22 IWC Wage Order(s) by failing to compensate PLAINTIFF and other aggrieved employees who were
23 not provided with a compliant statutory meal period one (1) additional hour of compensation at each
24 employee’s regular rate of pay for each workday that a compliant meal period was not provided.

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Failure to Provide Compliant Rest Periods and Failure to Pay Premium Wages

(Labor Code § 226.7)

33. Labor Code Sections 226.7, 516, and 558 and the applicable IWC Wage Order(s) establish the right of employees to be provided a rest period of at least ten (10) minutes for each four (4) hour period, or major fraction thereof.

34. At all relevant times, as part of DEFENDANTS' systematic illegal policies, procedures, and practices, DEFENDANTS failed to provide compliant rest periods to PLAINTIFF and other aggrieved employees as required pursuant to Labor Code Section 226.7, and the applicable IWC Wage Order(s).

35. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA PENALTY PERIOD, DEFENDANTS did not have any policy or practice pertaining to third rest breaks when PLAINTIFF and other aggrieved employees worked more than ten (10) hours per day.

36. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

37. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA PENALTY PERIOD, DEFENDANTS did not have any policy or practice pertaining to rest break violations.

38. DEFENDANTS further violated Labor Code Section 226.7 and the applicable IWC Wage Order(s) by failing to pay PLAINTIFF and other aggrieved employees who were not provided with a compliant rest period, in accordance with the applicable IWC Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for each workday that a compliant rest period was not provided.

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1 **Failure to Pay Overtime Wages**

2 **(Labor Code §§ 510, 1194, 1198)**

3 43. Under Labor Code Sections 510 and 1194 and the applicable IWC Wage Order(s),
4 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
5 overtime which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked
6 in excess of eight (8) hours per day or forty (40) hours per week. “The regular rate at which an employee
7 is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the
8 employee. *See*, Division of Labor Standards Enforcement - Enforcement Policies and Interpretations
9 Manual, Section 49.1.2; *see also*, 29 U.S.C. § 207, subd. (e).

10 44. DEFENDANTS routinely required PLAINTIFF and other aggrieved employees to work
11 more than eight (8) hours per day and/or forty (40) hours per week. On information and belief,
12 DEFENDANTS failed to compensate PLAINTIFF and other aggrieved employees for all hours worked
13 beyond eight (8) hours per day and/or forty (40) hours per week at the rate of one and half times the
14 regular rate of pay because, on information and belief, DEFENDANTS failed to include additional
15 remuneration, including shift premium compensation, when calculating the regular rate of pay for
16 purposes of paying PLAINTIFF and other aggrieved employees overtime wages.

17 45. PLAINTIFF and other aggrieved employees are current and former non-exempt
18 employees of DEFENDANTS entitled to the protections of Labor Code Sections 510 and 1194 and the
19 applicable IWC Wage Order(s).

20 46. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
21 PENALTY PERIOD, DEFENDANTS failed to compensate PLAINTIFF and other aggrieved
22 employees for all overtime hours worked as required under the foregoing provisions of the Labor Code
23 and IWC Wage Order(s) by, among other things, failing to include additional remuneration, including
24 shift premium compensation, when calculating the regular rate of pay for purposes of paying
25 PLAINTIFF and other aggrieved employees overtime wages.

26 47. PLAINTIFF is informed and believes, and based thereon alleges, that DEFENDANTS
27 have knowingly and willfully refused to perform their obligations to compensate PLAINTIFF and other

1 aggrieved employees for all overtime wages earned in violation of Labor Code Sections 510, 1194 and
2 1198 and the applicable IWC Wage Order(s).

3 **Failure to Timely Pay Wages During Employment**

4 **(Labor Code § 204)**

5 48. Under Labor Code Section 204, for all labor performed between the 1st and 15th days of
6 any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th
7 and 26th day of the month during which the labor was performed. Labor Code Section 204 provides that
8 for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are
9 required to pay their nonexempt employees between the 1st and 10th day of the following calendar
10 month.

11 49. Labor Code Section 204 further provides that all wages earned for labor in excess of the
12 normal work period shall be paid no later than the payday of the next regular payroll period.

13 50. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
14 PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to timely pay PLAINTIFF and
15 other aggrieved employees all the wages for labor performed by the next regular payroll period as
16 required by Labor Code Section 204.

17 **Failure to Pay All Wages Due Upon Separation of Employment**

18 **(Labor Code §§ 201, 202, 203)**

19 51. Under Labor Code Sections 201, 202 and 203, DEFENDANTS are required to pay all
20 earned and unpaid wages to an employee who is discharged. Labor Code Section 201 provides that if
21 an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge
22 are due and payable immediately.

23 52. Under Labor Code Section 202, DEFENDANTS are required to pay all accrued wages
24 due to an employee no later than 72 hours after the employee quits, unless the employee provided 72
25 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or
26 wages at the time of quitting.

1 53. Labor Code Section 203 provides that if an employer willfully fails to pay, in accordance
2 with Labor Code sections 201 and 202, any wages of an employee who is discharged or who quits, the
3 employer is liable for waiting time penalties in the form of continued wages to the employee for up to
4 thirty (30) days.

5 54. PLAINTIFF is informed and believes, and based thereon alleges, that during the PAGA
6 PENALTY PERIOD and in violation of Labor Code Sections 201 and 202, DEFENDANTS willfully
7 failed to timely pay accrued wages and other compensation to PLAINTIFF and other aggrieved
8 employees who were discharged or who quit.

9 **Failure to Maintain Accurate Records**

10 **(Labor Code §§ 226(a), 1174(d))**

11 55. During the PAGA PENALTY PERIOD, as part of DEFENDANTS' systematic illegal
12 payroll policies and practices, DEFENDANTS knowingly and intentionally failed to maintain records
13 as required under Labor Code Sections 226, subdivision (a) and 1174, subdivision (d) and the applicable
14 IWC Wage Order(s), including but not limited to the following records: applicable rates of pay; meal
15 periods; rest periods; and complete and accurate itemized statements.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

18 **(Labor Code §§ 2698 *et seq.*)**

19 **(AGAINST ALL DEFENDANTS)**

20 56. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of
21 the allegations in paragraphs 1 through 55, above.

22 57. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code Section
23 2699, subdivision (c), and a proper representative to bring a civil action on behalf of himself and other
24 current and former non-exempt employees of DEFENDANTS under the procedures specified in Labor
25 Code sections 2699.3 because PLAINTIFF was employed by DEFENDANTS and one or more of the
26 alleged Labor Code violations was committed against PLAINTIFF during the PAGA PENALTY
27 PERIOD.

58. PLAINTIFF seeks to recover civil penalties through a representative enforcement action under PAGA.

59. Pursuant to Labor Code Sections 2698 through 2699.5, PLAINTIFF seeks to recover civil penalties from DEFENDANTS in a representative action for the violations set forth above which include, but are not limited to, violations of Labor Code Sections 201, 202, 203, 204, 226, subdivision (a), 226.7, 510, 512, 1174, subdivision (d), 1194, and 1198.

60. Under Labor Code Section 2699, subdivision (a), PLAINTIFF seeks civil penalties based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically provided which include, but are not limited to, the following:

a. Under Labor Code Section 226.3, DEFENDANTS are subject to a civil penalty in the amount of two hundred and fifty dollars (\$250.00) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000.00) per aggrieved employee for violations in subsequent pay periods for violations of Labor Code Section 226, subdivision (a);

b. Under Labor Code Section 558, subdivision (a), “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a Section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission,” including Labor Code Sections 510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars (\$50.00) for initial violations for each employee for each pay period for which the employee was underpaid and one hundred dollars (\$100.00) for each subsequent violation for each employee for each pay period for which the employee was underpaid;

c. Under Labor Code Section 210, DEFENDANTS are subject to a civil penalty in the amount of one hundred dollars (\$100.00) for the initial violation and two hundred dollars (\$200.00) per employee for violations in subsequent pay periods for violations of Labor Code Section 204; and

1 d. Under Labor Code Section 1174.5, for violations of Labor Code Section 1174,
2 subdivision (d), DEFENDANTS are subject to a civil penalty of five hundred dollars
3 (\$500.00).

4 61. PLAINTIFF further seeks civil penalties based on DEFENDANTS' violations of Labor
5 Code provisions for which a civil penalty is not specifically provided. Labor Code Section 2699,
6 subdivision (f), provides that for all Labor Code violations for which a civil penalty is not specifically
7 provided, the following civil penalties apply: one hundred dollars (\$100.00) for each aggrieved
8 employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
9 employee per pay period for each subsequent violation.

10 62. PLAINTIFF seeks such civil penalties in accordance with Labor Code Section 2699,
11 subdivision (f), based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty
12 is not specifically provided, including but not limited to Labor Code Sections 201, 202, 203, 226.7,
13 1194, and 1198.

14 63. PLAINTIFF further seeks reasonable attorneys' fees and costs as allowed by law
15 including under Labor Code Section 2699, subdivision (g)(1).

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved employees,
18 prays for relief against DEFENDANTS, and each of them jointly and severally, as follows:

- 19 1. For civil penalties according to proof and all penalties authorized under the PAGA
20 including under Labor Code Sections 210, 226.3, 558, 1174.5, and 2699, subdivisions
21 (a) and (f);
- 22 2. For interest at the legal rate as allowed by law including pursuant to Labor Code Sections
23 218.6, 1194, Civil Code Sections 3287, 3288, 3289, and any other applicable law or
24 provision providing for prejudgment interest;
- 25 3. For reasonable attorneys' fees and costs as allowed by law including pursuant to Labor
26 Code Section 2699, subdivision (g), and any other applicable provisions providing for
27 attorneys' fees and costs; and

1 4. For such further and additional relief as allowed by law or which the Court deems just
2 and proper.

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4 DATED: September 16, 2021

5 Respectfully submitted,
6 **PROXY LAW FIRM LLP**

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9 _____
10 Hengameh S. Safaei
11 Rana Nader
12 Attorneys for Plaintiff BRYAN ALEXIS
13 RIVAS CARRANZA on behalf of himself
14 and all other aggrieved employees