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Attorneys for Plaintiff KEVIN LOPEZ
 on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

KEVIN LOPEZ, on behalf of himself and other
 aggrieved employees,

Plaintiff,

vs.

AMPAM PARKS MECHANICAL, INC.; and
 DOES 1 to 100, inclusive,

Defendants.

Case No.: **21STCV37552**

PAGA ACTION

**PLAINTIFF KEVIN LOPEZ’S
 COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
 TO THE PRIVATE ATTORNEYS
 GENERAL ACT OF 2004
 (“PAGA”), LABOR CODE
 SECTION 2698, et seq.**

COMES NOW Plaintiff KEVIN LOPEZ (“Plaintiff”), who alleges and complains against
 Defendants AMPAM PARKS MECHANICAL, INC. and DOES 1 to 100, inclusive (collectively
 “Defendants”) as follows:

I. INTRODUCTION

1. This is a Private Attorneys’ General Act of 2004, Lab. Code § 2698, et seq.
 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself
 and other current and former aggrieved employees of Defendants who worked as hourly, non-
 exempt employees, in California during the relevant time period seeking civil penalties associated
 with Defendants’ violation of the Labor Code based on Defendant’s failure to pay wages for all
 hours worked at the employees’ minimum wage rate; failure to pay overtime wages for daily
 overtime hours worked at employees’ overtime rate of pay; failure to provide all legally required

1 and/or legally compliant meal periods and/or pay meal period premiums; failure to provide all
2 legally required and/or legally compliant rest periods and/or pay rest period premiums; failure to
3 indemnify employees for all necessary expenditures or losses incurred by employees in direct
4 consequence of discharging their duties; failure to timely pay earned wages during employment;
5 failure to provide complete and accurate wage statements; and failure to timely pay all unpaid
6 wages following separation of employment. Plaintiff seeks on a representative basis, following
7 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorney's
8 fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State
9 of California, and other current and former aggrieved hourly non-exempt employees in California.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over Plaintiff's and other current and former aggrieved
12 hourly non-exempt California-based employee's claims because Plaintiff's lawsuit seeks damages
13 in excess of \$25,000 and Defendants employed the aggrieved employees in California including,
14 but not limited to, Los Angeles County at 17036 S. Avalon Blvd., Carson, California 90746 and
15 injuries occurred in locations in California including, but not limited to, Los Angeles County at
16 17036 S. Avalon Blvd., Carson, California 90746.

17 **III. PARTIES**

18 3. Plaintiff brings this action as a representative of the Labor and Workforce
19 Development Agency on behalf of himself, the State of California, and other current and former
20 aggrieved employees who were subject to Defendants' violations of the Labor Code. The named
21 Plaintiff and the persons on whose behalf this action is filed include current, former and/or future
22 employees of Defendants who worked, work, or will work for Defendants as non-exempt hourly
23 employees in California. At all times mentioned herein, the currently named Plaintiff is and was
24 domiciled and a resident and citizen of California and was employed by Defendants in an hourly
25 position at Defendants' location in Los Angeles in or around February 9, 2021. Plaintiff remains
26 an employee of Defendants as of the filing of this Complaint.

27 4. Plaintiff is informed and believes and thereon alleges that Defendant AMPAM
28 PARKS MECHANICAL, INC. is authorized to do business within the State of California and is

1 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
2 relevant hereto were persons acting on behalf of Defendant AMPAM PARKS MECHANICAL,
3 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
4 or policies. Defendant AMPAM PARKS MECHANICAL, INC. operates in Los Angeles County
5 and employed Plaintiff and other current and former aggrieved hourly non-exempt employees in
6 Los Angeles County, including but not limited to, at 17036 S. Avalon Blvd., Carson, California
7 90746.

8 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
9 through 50 are corporations, or are other business entities or organizations of a nature unknown to
10 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
11 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
12 working conditions of employment of Plaintiff and aggrieved employees.

13 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
14 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
15 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
16 supervisor, independent contractor and/or employee of each defendant who violated or caused to
17 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
18 the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

25 8. Plaintiff makes the allegations in this complaint without any admission that, as to
26 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
27 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

3 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

4 **(Against all Defendants)**

5 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 10. During the period beginning one-year period preceding the sending of the initial
7 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204,
8 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and the applicable Wage Order.

9 11. Specifically, Defendants have committed the following violations of California
10 Labor Code:

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

17 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
18 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
19 Wage Orders.

20 14. In this case, Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
22 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
24 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
25 not limited to, “rounding” down or “shaving” Plaintiff’s and other current and former aggrieved
26 California-based hourly non-exempt employees’ total daily hours at the time of their clock-in and
27 clock-out to the nearest half hour, to the benefit of Defendants.

28 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current

1 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
2 control without paying wages for that time. This resulted in Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees working time for which they were not
4 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
5 Wage Order.

6 **16. Failure to pay wages for overtime hours worked at the overtime rate of pay:**
7 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
8 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
9 which includes all time that an employee is under control of the employer and all time the
10 employee is suffered and permitted to work. This includes the time an employee spends, either
11 directly or indirectly, performing services that inure to the benefit of the employer.’

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

15 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
16 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
17 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
18 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
19 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
seventh day of a workweek shall be compensated at the rate of no less than twice the
regular rate of pay of an employee.

20 Labor Code section 510.

21 **18.** In this case, Defendants failed to pay Plaintiff and other current and former
22 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
23 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to,
24 “rounding” down or “shaving” Plaintiff’s and other current and former aggrieved California-based
25 hourly non-exempt employees’ total daily hours at the time of their clock-in and clock-out to the
26 nearest half hour, to the benefit of Defendants.

27 **19.** The foregoing policies, practices, and/or procedures resulted in time during each
28 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt

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

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

11 21. California law requires an employer to authorize or permit an employee an
12 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
13 all duties and the employer relinquishes control over the employee's activities prior to the
14 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 16 at §11; *Brinker*
15 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
16 employee for a work period of more than ten (10) hours per day without providing the employee
17 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
18 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
19 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
20 period is only permitted when: (1) the nature of the work prevents an employee from being
21 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

22 22. If an employer fails to provide an employee a meal period in accordance with the
23 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
24 for each workday that a legally required and compliant meal period was not provided. Labor Code
25 section 226.7; Wage Order 16 at §11.

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

1 limited to, the following:

2 (a) Automatically deducting thirty (30) minutes from Plaintiff's and other
3 current and former aggrieved California-based hourly non-exempt employees' total daily hours
4 worked and attributing the deductions to meal periods, despite Defendants routinely failing to
5 provide Plaintiff and other current and former aggrieved California-based hourly non-exempt
6 employees with timely, duty-free meal periods of at least thirty (30) minutes in length;

7 (b) Requiring Plaintiff and other current and former aggrieved California-based
8 hourly non-exempt employees to keep radios provide by Defendants with them during meal
9 periods and requiring Plaintiff and other current and former aggrieved California-based hourly
10 non-exempt employees to respond to Defendants' calls on those radios during meal periods. The
11 continued exercise of control and direction over Plaintiff and other current and former aggrieved
12 California-based hourly non-exempt employees by Defendants during meal periods resulted in
13 meal periods which were not uninterrupted, duty-free, and/or at least thirty (30) minutes as
14 required by law.

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

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

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

1 27. California law requires every employer to authorize and permit an employee a rest
2 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
3 Code section 226.7; Wage Order 16 at §12. Under California law, “[e]mployees are entitled to 10
4 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
5 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
6 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
7 section 226.7; Wage Order 16 at §12. Rest periods, insofar as practicable, shall be in the middle of
8 each work period. Wage Order 16 at §12. Additionally, the rest period requirement “obligates
9 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
10 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
11 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

16 29. In this case, Defendants failed to authorize or permit all legally required and
17 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
19 limited to, failing to permit Plaintiff and other current and former aggrieved California-based
20 hourly non-exempt employees to have uninterrupted, duty-free rest periods of a net ten (10)
21 minutes for every four (4) hours worked or major fraction thereof.

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

27 31. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays in which Defendants did not provide them with
2 rest periods in compliance with California law.

3 **32. Failure to indemnify for losses and expenditures incurred as part of**
4 **employment:** California law requires that every employer must indemnify its employees for all
5 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
6 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
7 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
8 2802.)

9 **33.** Defendants have violated Labor Code Section 2802 by failing to indemnify
10 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
11 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
12 employed a policy, practice, and procedure whereby Plaintiff and aggrieved employees were
13 required to communicate with managers and Defendants using radios. When these radios are out
14 of range from one another, Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees are required to use their personal cell phones to communicate with
16 managers and Defendants. Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees were not reimbursed for the cost of the purchase, use, and/or
18 maintenance of their personal cell phones for work-related purposes and were not reimbursed for
19 any costs associated with cellular data plans.

20 **34.** Moreover, Defendants employed policies and procedures which ensured Plaintiff
21 and aggrieved employees would not receive indemnification for their employment related
22 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
23 indemnification in compliance with California law.

24 **35.** Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
25 employment related expenses, including but not limited to costs related to use of their personal
26 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

27 **36. Failure to timely pay earned wages during employment:** In California, wages
28 must be paid at least twice during each calendar month on days designated in advance by the

1 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
2 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
3 16th and the 26th day of that month and wages earned between the 16th and the last day,
4 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
5 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
6 paid within seven (7) calendar days following the close of the payroll period in which wages were
7 earned. Labor Code section 204(d).

8 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
9 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
10 exempt employees' earned wages (including minimum wages, overtime wages, meal period
11 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
12 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
13 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
14 their earned wages within the applicable time frames outlined in Labor Code section 204.

15 38. **Failure to provide complete and accurate wage statements:** Labor Code section
16 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
17 employee his or her wages, the employer must "furnish each of his or her employees ... an
18 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
19 employee, except for any employee whose compensation is solely based on a salary and who is
20 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
21 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
22 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
23 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
24 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
25 name of the employee and his or her social security number, (8) the name and address of the legal
26 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate by the employee."

28 39. Additionally, and a derivative of Plaintiff's allegations above, Defendants' failure

1 to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
2 employees all wages earned (including minimum wages, overtime wages, meal period premium
3 wages, and/or rest period premium wages) rendered Plaintiff's and other current and former
4 aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in
5 violation of Labor Code section 226.

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

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

15 42. Defendants' violations of Wage Order 16 constituted violations of Labor Code
16 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

21 44. Plaintiff has complied with the procedures for bringing suit specified in Labor
22 Code section 2699.3. On August 6, 2021, Plaintiff filed notice with LWDA and provided notice to
23 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
24 alleged to have been violated, including the facts and theories to support the violations alleged.

25 45. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
26 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
27 within 65 days of the date of the complainant's written notice. The LWDA failed to provide the
28 parties notice within 65 days of the date of Plaintiff's letter that the LWDA intends to investigate

1 Plaintiff's claims.

2 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
3 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
4 512, 1194, 1197, 1198, and 2802, from one year preceding the August 6, 2021 notice to the
5 LWDA and Defendants through final judgment in this matter (the "Civil Penalty Period"), in the
6 following amounts:

7 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, 1198,
8 and 2802, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
9 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
10 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

11 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
12 for each employee for each pay period for the initial violation, and for each subsequent violation,
13 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
14 established by Labor Code section 226.3].

15 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
16 employee for each pay period for the initial violation, and for each subsequent violation, one
17 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
18 established by Labor Code section 558] and any unpaid wages.

19 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
21 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
22 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

23 47. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
24 reasonable attorney's fees and costs in connection with his claims for civil penalties.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE, PLAINTIFF, ON HIS BEHALF, ON BEHALF OF THE STATE OF**
27 **CALIFORNIA, AND ON BEHALF OTHER CURRENT AND FORMER AGGRIEVED**
28 **EMPLOYEES PRAYS AS FOLLOWS:**

1 **ON THE FIRST CAUSE OF ACTION:**

2 1. That the Defendants be found to have violated the provisions of the Labor Code
3 and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

4 2. For any and all legally applicable penalties during the relevant statute of limitations
5 subject to any permissible tolling, including but not limited to that recoverable under California
6 Labor Code, including but not limited to sections 2699(f).

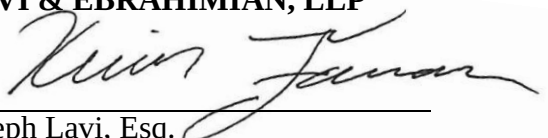
7 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
8 under California Labor Code section 2699(g); and,

9 4. For such and other further relief, in law and/or equity, as the Court deems just or
10 appropriate.

11 Dated: October 11, 2021

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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13 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Kevin Joseph Farnan, Esq.

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16 Attorneys for Plaintiff KEVIN LOPEZ,
17 on behalf of himself and current and former
18 aggrieved employees
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