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Attorneys for Plaintiff OSCAR ROMERO
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**

OSCAR ROMERO, on behalf of himself and
other aggrieved employees,

Plaintiff,

vs.

CENTRAL VALLEY LABOR
CONTRACTING, INC.; CADIZ INC.; SOCAL
HEMP CO, LLC; SOCAL HEMP JV LLC;
LIMONEIRA COMPANY; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **22STCV34074**

PAGA ACTION

**PLAINTIFF OSCAR ROMERO'S
COMPLAINT FOR:**

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

COME NOW Plaintiff OSCAR ROMERO ("Plaintiff"), who alleges and complains
against Defendants CENTRAL VALLEY LABOR CONTRACTING, INC.; CADIZ INC.;
SOCAL HEMP CO, LLC; SOCAL HEMP JV LLC; LIMONEIRA COMPANY; 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-

1 exempt employees, in California during the relevant time period seeking civil penalties associated
2 with Defendants' violation of the Labor Code based on Defendant's failure to pay wages for all
3 hours worked at the employees' minimum wage rate or overtime rate, failure to provide all legally
4 required and legally compliant meal and rest periods, failure to timely pay earned wages during
5 employment, failure to provide complete and accurate wage statements, failure to timely pay all
6 unpaid wages following separation of employment. Plaintiff seeks on a representative basis,
7 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
8 attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
9 the State of California, and others aggrieved.

10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over Plaintiff and the Class Members' claims because
12 Plaintiff's lawsuit seeks damages in excess of \$25,000 and Defendants employed class members
13 and injuries occurred in locations in California including but not limited to Los Angeles County, at
14 550 South Hope Street, Suite 2850, Los Angeles, CA 90071.

15 **III. PARTIES**

16 3. Plaintiff brings this action as a representative of the Labor and Workforce
17 Development Agency on behalf of himself and other current and former employees subject to
18 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
19 filed include current, former and/or future employees of Defendants who worked, work, or will
20 work for Defendants as non-exempt hourly employees in California. At all times mentioned
21 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California
22 and was employed by Defendants in an hourly position at Defendants' location in Los Angeles
23 from approximately May 2020 until his termination on or about March 2021.

24 4. Plaintiff is informed and believes and thereon alleges that Defendant CENTRAL
25 VALLEY LABOR CONTRACTING, INC. is authorized to do business within the State of
26 California and is doing business in the State of California and/or that Defendants DOES 1-14 are,
27 and at all times relevant hereto were persons acting on behalf of Defendant CENTRAL VALLEY
28 LABOR CONTRACTING, INC. in the establishment of, or ratification of, the aforementioned

1 illegal wage and hour practices or policies. Defendant CENTRAL VALLEY LABOR
2 CONTRACTING, INC. operates in Los Angeles County and employed Plaintiff and aggrieved
3 employees in Los Angeles County, including but not limited to, at 550 South Hope Street, Suite
4 2850, Los Angeles, CA 90071.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant CADIZ INC.
6 is authorized to do business within the State of California and is doing business in the State of
7 California and/or that Defendants DOES 15-28 are, and at all times relevant hereto were persons
8 acting on behalf of Defendant CADIZ INC. in the establishment of, or ratification of, the
9 aforementioned illegal wage and hour practices or policies. Defendant CADIZ INC. operates in
10 Los Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County,
11 including but not limited to, at 550 South Hope Street, Suite 2850, Los Angeles, CA 90071.

12 6. Plaintiff is informed and believes and thereon alleges that Defendant SOCAL
13 HEMP CO, LLC is authorized to do business within the State of California and is doing business
14 in the State of California and/or that Defendants DOES 29-42 are, and at all times relevant hereto
15 were persons acting on behalf of Defendant SOCAL HEMP CO, LLC in the establishment of, or
16 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SOCAL
17 HEMP CO, LLC operates in Los Angeles County and employed Plaintiff and aggrieved
18 employees in Los Angeles County, including but not limited to, at 550 South Hope Street, Suite
19 2850, Los Angeles, CA 90071.

20 7. Plaintiff is informed and believes and thereon alleges that Defendant SOCAL
21 HEMP JV LLC is authorized to do business within the State of California and is doing business in
22 the State of California and/or that Defendants DOES 43-56 are, and at all times relevant hereto
23 were persons acting on behalf of Defendant SOCAL HEMP JV LLC in the establishment of, or
24 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SOCAL
25 HEMP JV LLC operates in Los Angeles County and employed Plaintiff and aggrieved employees
26 in Los Angeles County, including but not limited to, at 550 South Hope Street, Suite 2850, Los
27 Angeles, CA 90071.

28 8. Plaintiff is informed and believes and thereon alleges that Defendant LIMONEIRA

1 COMPANY is authorized to do business within the State of California and is doing business in the
2 State of California and/or that Defendants DOES 57-70 are, and at all times relevant hereto were
3 persons acting on behalf of Defendant LIMONEIRA COMPANY in the establishment of, or
4 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
5 LIMONEIRA COMPANY operates in Los Angeles County and employed Plaintiff and aggrieved
6 employees in Los Angeles County, including but not limited to, at 550 South Hope Street, Suite
7 2850, Los Angeles, CA 90071.

8 9. 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 10. Plaintiff is informed and believes and thereon alleges that Defendants DOES 71
14 through 84 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 11. Plaintiff is unaware of the true names of Defendants DOES 85 through 100.
20 Plaintiff sues said defendants by said fictitious names, and will amend this complaint when the
21 true names and capacities are ascertained or when such facts pertaining to liability are ascertained,
22 or as permitted by law or by the Court. Plaintiff is informed and believes that each of the
23 fictitiously named defendants is in some manner responsible for the events and allegations set
24 forth in this complaint.

25 12. 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.

28 **FIRST CAUSE OF ACTION**

**CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.
(Against all Defendants)**

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

14. During the period beginning one-year period preceding the sending of the initial notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, and 1197, and the applicable Wage Orders.

15. Specifically, Defendants have committed the following violations of California Labor Code:

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

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

18. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited to: (1) requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to report to work fifteen (15) minutes prior to the start of their shifts in order to gather tools and receive instructions from Defendants’ management personnel without being paid for that time; (2) requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to travel to and from a designated area while off

1 the clock during their meal breaks without being paid for that time; and (3) automatically
2 deducting thirty (30) minutes from Plaintiff's and other current and former aggrieved California-
3 based hourly non-exempt employees' daily hours worked and attributing them to meal periods
4 despite Defendants failing to provide duty-free thirty (30) minute meal periods.

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

11 20. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
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 that inure to the benefit of the employer.'

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

20 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
21 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
22 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
23 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
24 (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.

25 Labor Code section 510.

26 22. In this case, Defendants failed to pay Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
28 worked due to Defendants' policies, practices, and/or procedures including, but not limited to: (1)

1 requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt
2 employees to report to work fifteen (15) minutes prior to the start of their shifts in order to gather
3 tools and receive instructions from Defendants' management personnel without being paid for that
4 time; (2) requiring Plaintiff and other current and former aggrieved California-based hourly non-
5 exempt employees to travel to and from a designated area while off the clock during their meal
6 breaks without being paid for that time; and (3) automatically deducting thirty (30) minutes from
7 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
8 daily hours worked and attributing them to meal periods despite Defendants failing to provide
9 duty-free thirty (30) minute meal periods.

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

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

22 25. California law requires an employer to authorize or permit an employee an
23 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
24 all duties and the employer relinquishes control over the employee's activities prior to the
25 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker*
26 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
27 employee for a work period of more than ten (10) hours per day without providing the employee
28 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh

1 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
2 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
3 period is only permitted when: (1) the nature of the work prevents an employee from being
4 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

5 26. If an employer fails to provide an employee a meal period in accordance with the
6 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
7 for each workday that a legally required and compliant meal period was not provided. Labor Code
8 section 226.7; Wage Order 9 at §11.

9 27. In this case, Defendants failed to authorize or permit legally required and compliant
10 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
12 limited to: (1) automatically deducting thirty (30) minutes from Plaintiff’s and other current and
13 former aggrieved California-based hourly non-exempt employees’ daily hours worked and
14 attributing them to meal periods despite Defendants failing to provide duty-free thirty (30) minute
15 meal periods; (2) requiring Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees to travel to a designated area away from their work areas in order to
17 take meal periods, resulting in meal periods that were less than thirty (30) minutes and not duty-
18 free; (3) requiring Plaintiff and other current and former aggrieved California-based hourly non-
19 exempt employees to remain on Defendants’ premises during meal periods, resulting in meal
20 periods that were not duty-free; and (4) failing to provide Plaintiff and other current and former
21 aggrieved California-based hourly non-exempt employees second, uninterrupted thirty (30) minute
22 meal periods for working shifts past ten (10) hours.

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

29. 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 during which Defendants did not provide them with meal periods in compliance with California law.

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

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

32. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 9 at § 12.

33. In this case, Defendants failed to authorize or permit all legally required and compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not limited to: (1) requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to travel to and from a designated area away from their work areas for

1 their rest periods, resulting in rest periods less than the net ten (10) minutes and not duty-free; and
2 (2) requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees to remain on Defendants' premises during rest periods, resulting in rest periods that
4 were not duty-free.

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

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

14 36. **Failure to timely pay earned wages during employment:** In California, wages
15 must be paid at least twice during each calendar month on days designated in advance by the
16 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
17 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
18 16th and the 26th day of that month and wages earned between the 16th and the last day,
19 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
20 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
21 paid within seven (7) calendar days following the close of the payroll period in which wages were
22 earned. Labor Code section 204(d).

23 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
24 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
25 exempt employees' earned wages (including minimum wages, overtime wages, meal period
26 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
27 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
28 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'

1 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

15 **39.** As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees all wages
17 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
18 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
19 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
20 section 226.

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

25 **41.** As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
27 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
28 and/or rest period premium wages), Defendants failed to pay those employees timely after each

1 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

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

6 43. Plaintiff has complied with the procedures for bringing suit specified in Labor
7 Code section 2699.3. On November 15, 2021, Plaintiff filed notice with LWDA and provided
8 notice to Defendants by certified mail which provided notice of the specific provisions of the
9 Labor Code alleged to have been violated, including the facts and theories to support the
10 violations alleged.

11 44. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
12 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
13 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
14 parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate
15 Plaintiff's claims.

16 45. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
17 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
18 512, 1194, and 1197 during the Civil Penalty Period in the following amounts:

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

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

27 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
28 employee for each pay period for the initial violation, and for each subsequent violation, one

1 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
2 established by Labor Code section 558] and any unpaid wages.

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

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

9 **PRAYER FOR RELIEF**

10 **WHEREFORE, PLAINTIFF, ON HIS BEHALF AND ON OTHER AGGRIEVED PRAYS**
11 **AS FOLLOWS:**

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

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

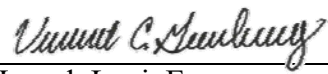
15 2. For any and all legally applicable penalties during the relevant statute of limitations
16 subject to any permissible tolling, including but not limited to that recoverable under California
17 Labor Code, including but not limited to sections 2699(f).

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

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

22
23 Dated: October 21, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

24 By: 
25 Joseph Lavi, Esq.
26 Vincent C. Granberry, Esq.
27 Danielle E. Montero, Esq.
Attorneys for Plaintiff
28 OSCAR ROMERO, on behalf of himself and
current and former aggrieved employees