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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 BRYANT OCON, an individual, on behalf of
11 himself and all other aggrieved employees,

12 Plaintiff,

13 vs.

14 OLD MASTER PRODUCTS, INC., a California
15 corporation; SHAUL DINA, an individual; and
16 DOES 1 through 50 inclusive,

17 Defendants.

Case No. **22SMCV00935**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE §§ 2698, ET SEQ.)**

1 Plaintiff BRYANT OCON (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby brings this representative action Complaint pursuant to the Private Attorneys
3 General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against Defendants
4 OLD MASTER PRODUCTS, INC., a California corporation; SHAUL DINA, an individual; and
5 DOES 1 through 50 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with
6 respect to his own acts and on information and belief as to other matters as follows:

7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
9 brought by Plaintiff on behalf of himself and all current and former employees of Defendants
10 employed in California during the PAGA Period (collectively, “Aggrieved Employees”). The term
11 “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice
12 of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
13 Defendants through the date of trial.

14 2. OLD MASTER PRODUCTS, INC. is a hardwood flooring dealer operated by SHAUL
15 DINA and James Hilaski. Defendants provide their customers with an array of products, including,
16 without limitation, prefinished and unfinished flooring, mouldings, tools and machines, sundries,
17 adhesives, and faux grass. Defendants maintain at least seven California locations at:

- 18 (a) 7751 Hayvenhurst Avenue, Van Nuys, CA 91406 (Headquarters),
- 19 (b) 5051 E. Slauson Avenue, Vernon, CA 90058,
- 20 (c) 534 West 182 Street, Gardena, CA 90248,
- 21 (d) 617 Ruberta Avenue, Glendale, CA 91201,
- 22 (e) 3351 S. Robertson Boulevard, Los Angeles CA 90034,
- 23 (f) 2211 South Wright Street, Santa Ana, CA 92705, and
- 24 (g) 8828 Complex Drive, San Diego, CA 92123.

25 3. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by
26 Defendants and performed work for Defendants at Defendants’ showrooms and/or warehouses
27 throughout California. Plaintiff worked as a general laborer at Defendants’ warehouse located at 7751
28 Hayvenhurst Avenue, Van Nuys, CA 91406.

4. Defendants have engaged in a systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”). During the PAGA Period, Defendants maintained a consistent practice and policy of violating state wage and hour laws by, among other things, failing to pay all wages (including minimum, regular, and overtime wages), failing to provide compliant meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage statements, failing to maintain accurate records of hours worked, failing to reimburse business expenses, and retaliating against employees for engaging in quintessential protected activity.

5. Plaintiff's representative PAGA action is brought under, *inter alia*, the California Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California Code of Regulations, California Code of Civil Procedure Section 1021.5, and Labor Code Sections 98.6, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 232.5, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 6310.

6. Plaintiff brings this representative action on behalf of himself and other Aggrieved Employees and seeks civil penalties, attorneys' fees, and costs pursuant to Labor Code Sections 1194.2 and 2698, *et seq.* against Defendants.

JURISDICTION AND VENUE

7. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all cases except those given to other trial courts. The sole cause of action alleged in this Complaint arises under California law. Further, this is a representative PAGA action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceed the minimal jurisdictional limit of the Superior Court and will be established according to proof at trial. In addition, PAGA penalties cannot be aggregated to meet the jurisdictional threshold for diversity jurisdiction in federal court.

8. This Court has general personal jurisdiction over OLD MASTER PRODUCTS, INC. because it is a California corporation. The Court has general personal jurisdiction over SHAUL DINA because he resides in California.

9. Venue in Los Angeles County is proper under California Business & Professions Code

1 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
2 Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County,
3 Defendants operate showrooms and/or warehouses in Los Angeles, Gardena, Van Nuys and Vernon,
4 and thus conduct substantial business in this County, and/or Defendants' liability arose in this County.

5 **PARTIES**

6 10. Plaintiff BRYANT OCON is an individual residing in Los Angeles County, California.
7 Defendants employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's
8 employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's job
9 duties consisted of, *inter alia*, general labor such as driving, receiving, and unloading containers and
10 boxes from trucks, entering inventory, answering phone calls and text messages for outside
11 warehouses, and communicating with vendors, among other things.

12 11. Defendant OLD MASTER PRODUCTS, INC. is a California corporation, having its
13 principal place of business in Los Angeles County ("OLD MASTER PRODUCTS"). OLD MASTER
14 PRODUCTS is, and at all relevant times was, an employer subject to California state wage and hour
15 laws. OLD MASTER PRODUCTS' practices and policies described in this Complaint were
16 implemented and/or maintained during the PAGA Period. Plaintiff performed work at OLD MASTER
17 PRODUCTS' warehouse in Van Nuys, California during the PAGA Period.

18 12. Defendant SHAUL DINA is an individual residing in Los Angeles County, California
19 ("DINA"). DINA is, and at all relevant times was, an employer subject to California state wage and
20 hour laws. At all times relevant to this Complaint, DINA was involved in the day-to-day operations
21 of Defendants' warehouses and offices at locations including but not limited to Van Nuys, California,
22 including implementing the practices that violated or caused to be violated the applicable IWC Wage
23 Order provisions regulating minimum wages or hours and days of work, as well as Labor Code
24 Sections 203, 226, 226.7, 1194, and 2802. Thus, DINA is liable for these Labor Code and IWC Wage
25 Order violations pursuant to Labor Code Section 558.1.

26 13. Defendants continue to employ non-exempt employees within California.

27 14. Plaintiff is unaware of the true names and capacities of those Defendants identified as
28 DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE

1 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
2 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
3 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
4 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
5 Defendants sued as DOES 1 through 50 participated in, received the benefit of, or was in some way
6 responsible for one or more of the wrongful acts and omissions and some portion of the damages
7 alleged herein.

8 15. At all times relevant hereto, each defendant acted in all respects pertinent to this action
9 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
10 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
11 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
12 the Aggrieved Employees.

13 16. Defendants, each and all of them, at all times relevant, were the joint employers, parent
14 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint
15 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining
16 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and
17 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause
18 of Plaintiff's damages alleged herein.

19 17. There exists a unity of interest in ownership between Defendants and DOES 1 through
20 50, inclusive, such that any individuality and separateness between the individual and the corporation
21 does not exist, as Defendants, and DOES 1 through 50, inclusive, are alter egos, in that: (a) Defendants
22 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
23 DOES 1 through 50, inclusive, carried out their business in the business name, exercising complete
24 control and dominance over such business; (b) that Defendants were conceived, intended and used by
25 DOES 1 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and
26 DOES 1 through 50, inclusive, and were without the financial solvency and responsibility required by
27 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
28 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,

1 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
2 principal-agency relationship between and among Defendants.

3 18. At all relevant times, Defendants were agents of each other and acting within the course
4 and scope of their agency.

5 GENERAL ALLEGATIONS

6 19. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
7 as non-exempt employees.

8 20. At all relevant times, Defendants were advised by skilled lawyers, employees and other
9 professionals who were knowledgeable about California wage and hour law, employment and
10 personnel practices, and the requirements of California.

11 21. Through this action, Plaintiff alleges Defendants have consistently maintained and
12 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees
13 which violate the Labor Code and IWC Wage Orders.

14 22. Defendants knew or should have known they had a duty to compensate Plaintiff and
15 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but
16 willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

17 23. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
18 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of
19 pay, overtime wages, and/or double time wages and that they were not receiving minimum, regular,
20 overtime, and/or double time wages for all work that was required to be performed. On information
21 and belief, during the PAGA Period, Aggrieved Employees regularly worked more than 8 hours, 10
22 hours, and/or 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor
23 Code, Defendants failed to pay the minimum, regular, overtime, and/or double time rate of pay to
24 Plaintiff and other Aggrieved Employees for all hours worked. Defendants maintained a time clock
25 policy and procedure which cut or otherwise rounded Plaintiff and other Aggrieved Employees' hours
26 worked, including meal periods, thereby depriving them of work performed before and after their
27 scheduled shifts. Defendants' clock policy and procedure systematically undercompensated Plaintiff
28 and other Aggrieved Employees and favored Defendants rather than Plaintiff and other Aggrieved

1 Employees. Defendants also maintained a common practice and policy which deprived Plaintiff and
2 other Aggrieved Employees of minimum, regular, overtime wages, and/or double time wages. For
3 example, Defendants failed to compensate Plaintiff and/or other Aggrieved Employees work-related
4 tasks that were required off the clock such as: (a) making deliveries to Defendants' customers, (b)
5 picking up supplies, (c) communications required to coordinate with assistants and employees, (d)
6 communications with third party stores and vendors, (e) receiving and responding to messages and
7 phone calls from supervisors, and (f) other operational tasks.

8 24. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and
9 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
10 period for every five hours of work, or payment of one additional hour of pay when they did not
11 receive a compliant meal period. Plaintiff and other Aggrieved Employees did not receive compliant
12 meal periods due to Defendants' practices and policies. For example, Plaintiff and Aggrieved
13 Employees had their meal periods regularly interrupted, short, late, and/or missed altogether due to
14 busy workload and Defendants' failure to provide sufficient coverage to allow employees to take
15 compliant meal periods. Defendants' supervisors would regularly interrupt Plaintiff and other
16 Aggrieved Employees' meal periods with work related tasks and restrict them to the worksite during
17 their meal periods. Defendants further failed to provide a second meal period when Plaintiff and/or
18 other Aggrieved employees worked over 10 hours. On information and belief, Defendants also failed
19 to pay Plaintiff and other Aggrieved Employees one additional hour of pay when Plaintiff and other
20 Aggrieved Employees did not receive a compliant meal period.

21 25. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
22 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period
23 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
24 when they were not permitted to take a compliant rest period. Plaintiff and other Aggrieved Employees
25 did not receive compliant rest periods due to Defendants' practices and policies. Specifically, due to
26 understaffing and a busy workload, Defendants failed to provide Plaintiff and other Aggrieved
27 Employees with a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or
28 major fraction thereof. Accordingly, Defendants failed to provide rest periods to Plaintiff and other

1 Aggrieved Employees in violation of the applicable Labor Code and IWC Wage Orders. On
2 information and belief, Defendants failed to compensate Plaintiff and other Aggrieved Employees
3 with an additional hour of pay for every day in which they suffered a rest period violation.

4 **26. Unreimbursed Business Expenses:** Defendants knew or should have known that
5 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
6 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses
7 to perform their job duties without reimbursement, including cell phone expenses incurred for
8 communicating with other employees and supervisors and expenses for cleaning, washing, and ironing
9 their uniforms, which were the Defendants' property.

10 **27. Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
11 other Aggrieved Employees who separated from their employment with Defendants during the
12 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
13 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
14 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and
15 rest period premiums, and reimburse expenses.

16 **28. Wage Statement Violations:** Defendants knew or should have known that Plaintiff
17 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
18 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
19 not furnished with complete and accurate wage statements that show all information required by Labor
20 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,
21 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
22 worked at each hourly rate.

23 **29. Failure to Keep Accurate Records:** Defendants knew or should have known that
24 Defendants were required to keep accurate records of the hours worked by Plaintiff and other
25 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
26 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
27 and/or omissions described throughout this Complaint.

28 **30.** Defendants' conduct, acts, and/or omissions described throughout this Complaint were

1 willful.

2 **FIRST CAUSE OF ACTION**

3 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

4 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

5 **(Against All Defendants)**

6 31. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
7 fully set forth herein.

8 32. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
9 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
10 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
11 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
12 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

13 33. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
14 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
15 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
16 after 65 days have passed without notice from the LWDA.

17 34. On April 15, 2022, Plaintiff gave written notice of the specified provisions alleged to
18 have been violated, including the facts and theories to support the alleged violations, as required by
19 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
20 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
21 More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice
22 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
23 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
24 himself and all other Aggrieved Employees under PAGA.

25 35. For all provisions of the Labor Code except those for which a civil penalty is
26 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
27 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
28 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which

1 Defendants violated these provisions of the Labor Code.

2 36. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
3 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
4 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
5 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
6 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
7 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
8 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
9 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
10 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
11 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
12 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
13 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
14 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
15 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
16 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
17 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
18 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

19 37. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
20 of an employer who violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
22 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
24 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
25 employee was underpaid.”

26 38. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
27 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
28 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order

1 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
2 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
3 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
4 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
5 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

6 39. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
7 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
8 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
9 violation in a subsequent citation, for which the employer fails to provide the employee a wage
10 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
11 penalties provided for in this section are in addition to any other penalty provided by law.”

12 40. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
13 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
14 to employees.

15 41. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates
16 numerous Labor Code sections including, but not limited to, the following:

17 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
18 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, overtime
19 and double time wages) owed to Plaintiff and other Aggrieved Employees during employment and
20 upon separation of employment;

21 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
22 periods to Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed meal
23 periods;

24 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
25 Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed rest periods;

26 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
27 itemized wage statements to Plaintiff and other Aggrieved Employees;

28 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain

1 accurate records regarding the employment of Plaintiff and other Aggrieved Employees;

2 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
3 business expenses to Plaintiff and other Aggrieved Employees; and

4 42. As set forth above, Defendants have violated numerous provisions of the Labor Code
5 regulating hours and days of work as well as the IWC Wage Orders.

6 43. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
7 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
8 above.

9 44. Pursuant to Labor Code Sections 2699(g) and 2802(c) and California Code of Civil
10 Procedure Section 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred herein.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, on behalf of himself and the other Aggrieved Employees, prays for
13 judgment and the following specific relief against Defendants, jointly and severally, as follows:

14 1. For civil penalties against Defendants on behalf of Plaintiff and all other Aggrieved
15 Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et*
16 *seq.*;

17 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
18 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
19 1021.5; and

20 3. For such other relief the Court deems just and proper.

21 Dated: June 20, 2022

ALAMI LAW GROUP

22
23
24 By:  _____

David Alami

25
26 Attorneys for Plaintiff BRYANT OCON