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Attorneys for Plaintiff CARLOS A. BAQUERO QUINTERO,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

CARLOS A. BAQUERO QUINTERO, on
behalf of himself and other aggrieved
employees,

Plaintiff,

vs.

EUROSTAMPA CALIFORNIA, LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 22CV001298

PAGA ACTION

**PLAINTIFF CARLOS A. BAQUERO
QUINTERO'S COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff CARLOS A. BAQUERO QUINTERO ("Plaintiff"), who alleges
and complains against Defendants EUROSTAMPA CALIFORNIA, LLC; 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 Defendants' failure to pay wages for all

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal periods or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
4 pay rest period premium wages; failure to pay accrued and vested vacation/PTO wages; statutory
5 penalties for failure to timely pay earned wages during employment; statutory penalties for failure
6 to provide accurate wage statements; statutory waiting time penalties in the form of continuation
7 wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff
8 seeks on a representative basis, following notice to the Labor and Workforce Development
9 Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and
10 costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to Napa County, at 1315 Airport Blvd, Napa CA 94558.

20 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
21 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
22 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
23 tolled from April 6, 2020, until October 1, 2020.

24 **III. PARTIES**

25 4. Plaintiff brings this action as a representative of the Labor and Workforce
26 Development Agency on behalf of himself and other current and former employees subject to
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
28 filed include current, former and/or future employees of Defendants who work, worked, or will

1 work for Defendants as direct employees as well as temporary employees employed through temp
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
4 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or
5 around July 2020, until on or about February 25, 2022.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant
7 EUROSTAMPA CALIFORNIA, LLC, is authorized to do business within the State of California
8 and is doing business in the State of California and/or that Defendants DOES 1-50 are, and at all
9 times relevant hereto were persons acting on behalf of Defendant EUROSTAMPA
10 CALIFORNIA, LLC, in the establishment of, or ratification of, the aforementioned illegal wage
11 and hour practices or policies. Defendant EUROSTAMPA CALIFORNIA, LLC, operates in Napa
12 County and employed Plaintiff and putative class members in Napa County, including but not
13 limited to, at 1315 Airport Blvd, Napa CA 94558.

14 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
15 through 50 are corporations, or are other business entities or organizations of a nature unknown to
16 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
17 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
18 working conditions of employment of Plaintiff and aggrieved employees.

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

25 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

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

8 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

9 **(Against all Defendants by Plaintiff)**

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

11 11. During the period beginning one (1) year preceding Plaintiff sending the initial
12 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
13 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1194, 1197, and Sections 14 and 15 of the applicable
14 Wage Orders.

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

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

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

26 15. In this case, Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
28 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
2 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
3 not limited to:

4 (a) From the beginning of the class period until late 2021, Defendant automatically
5 deducted thirty (30) minutes from Plaintiff and other current and former aggrieved California-
6 based hourly non-exempt employees daily hours worked and attributed that time to an unpaid
7 meal break despite that Defendant routinely required employees to miss their meal breaks, take
8 short meal breaks less than 30 minutes, work through their meal breaks, and/or interrupt them
9 during their meal breaks.

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

16 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
17 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
18 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
19 which includes all time that an employee is under control of the employer and all time the
20 employee is suffered and permitted to work. This includes the time an employee spends, either
21 directly or indirectly, performing services that inure to the benefit of the employer.'

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

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

1 Labor Code section 510.

2 19. In this case, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
4 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

5 (a) From the beginning of the class period until late 2021, Defendant automatically
6 deducted thirty (30) minutes from Plaintiff and other current and former aggrieved California-
7 based hourly non-exempt employees daily hours worked and attributed that time to a unpaid meal
8 break despite that Defendant routinely required employees to miss their meal breaks, take short
9 meal breaks less than 30 minutes, work through their meal breaks, and/or have their meal breaks
10 interrupted.

11 20. Additionally, Plaintiff alleges that he and other current and former aggrieved
12 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
13 them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all
14 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
15 policy, practice, and/or procedure of failing to include all remuneration such as differential shift
16 pay, for example, when calculating Plaintiff and other current and former aggrieved California-
17 based hourly non-exempt employees regular rate of pay for the purpose of paying overtime wages.

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

26 22. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
28 current and former aggrieved California-based hourly non-exempt employees regularly worked

1 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

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

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

17 25. In this case, Defendants failed to authorize or permit legally required and compliant
18 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
19 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
20 limited to:

21 (a) From the beginning of the class period until late 2021, Defendant automatically
22 deducted thirty (30) minutes from Plaintiff and other current and former aggrieved California-
23 based hourly non-exempt employees daily hours worked and attributed that time to a meal break
24 despite that Defendant consistently failed to provide uninterrupted, duty free thirty (30) minute
25 meal breaks; and

26 (b) Defendant failed to provide Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees a second thirty (30) minutes meal breaks when ten
28 (10) hours were worked in a day.

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

7 27. Finally, from the beginning of the class period until late 2021, when Defendants
8 paid Plaintiff and other current and former aggrieved California-based hourly non-exempt
9 employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal
10 periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff and other current
11 and former aggrieved California-based hourly non-exempt employees regular rate of
12 compensation. Specifically, Defendants maintained a policy, practice, and/or procedure of failing
13 to include all remuneration such as shift differential pay, for example, when calculating Plaintiff
14 and other current and former aggrieved California-based hourly non-exempt employees regular
15 rate of pay for the purpose of paying meal period premium wages.

16 28. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees not
18 receiving wages to compensate them for workdays during which Defendants did not provide them
19 with meal periods in compliance with California law.

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

24 30. California law requires every employer to authorize and permit an employee a rest
25 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
26 Code section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10
27 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
28 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 1 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage Order 1 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.*

31. 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 1 at § 12.

32. 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:

(a) As of January 2022, Defendant implemented a policy whereby Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were forbidden from leaving Defendant’s premises during the rest breaks. Defendant’s control over Plaintiff and other current and former aggrieved California-based hourly non-exempt employees spent their rest breaks, resulted in rest periods that were not duty-free as required.

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

34. Finally, on occasions when Defendants did pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees regular rate of compensation. Specifically, Defendants maintained a
2 policy, practice, and/or procedure of failing to include all remuneration such as shift differential
3 pay, for example, when calculating Plaintiff and other current and former aggrieved California-
4 based hourly non-exempt employees regular rate of pay for the purpose of paying rest period
5 premiums.

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

10 36. **Failure to pay accrued and vested vacation wages:** Defendants had a policy
11 and/or procedure of providing its employees with paid vacation time and/or personal time off
12 ("PTO").

13 37. Vacation/PTO wages are deferred wages that vest once accrued. California Labor
14 Code § 227.3 provides that an employer must pay its employees all unused vested vacation/PTO at
15 the time of termination at the employees' final rate of pay.

16 38. Defendants had a vacation policy in which Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees accrued vacation/PTO wages.

18 39. Defendants terminated Plaintiff and other current and former aggrieved California-
19 based hourly non-exempt employees without paying them the full amount of their earned
20 vacation/PTO wages, in violation of California law, and employed policies and procedures which
21 ensured Plaintiff and other current and former aggrieved California-based hourly non-exempt
22 employees would not receive their accrued and vested vacation/PTO wages upon termination.

23 40. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
26 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
27 16th and the 26th day of that month and wages earned between the 16th and the last day,
28 inclusive, of any calendar month must be paid between the 1st and 10th day of the following

1 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
2 paid within seven (7) calendar days following the close of the payroll period in which wages were
3 earned. Labor Code section 204(d).

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

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

24 43. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
27 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
28 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code

1 section 226.

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

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

11 46. Defendants' violations of Wage Order 1 constituted violations of Labor Code
12 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

17 48. Plaintiff has complied with the procedures for bringing suit specified in Labor
18 Code section 2699.3. On June 28, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
19 provided notice to Defendants by certified mail which provided notice of the specific provisions of
20 the Labor Code alleged to have been violated, including the facts and theories to support the
21 violations alleged.

22 49. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
23 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
24 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
25 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
26 to investigate Plaintiff's claims.

27 50. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
28 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,

512, 1194, and 1197 beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

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

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

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

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

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

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

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to those recoverable under the

1 California Labor Code, including but not limited to section 2699(f);

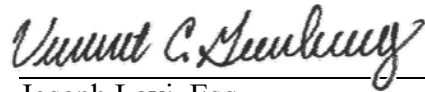
2 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
3 under California Labor Code section 2699(g); and

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

6
7 Dated: October 28, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

8
9 By:



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Danielle E. Montero, Esq.

Attorneys for Plaintiff

CARLOS A. BAQUERO QUNITERO

on behalf of himself and current and former
aggrieved employees