

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Gail Killefer

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

10 JOSE ORDUNO, an individual, on behalf of
11 himself and all other aggrieved employees,

12 Plaintiff,

13 vs.

14 ALLIANCE FACILITY SERVICES, INC., a
15 California corporation; SUPERIOR PAVING
16 COMPANY, INC., a California corporation,
17 d/b/a UNITED PAVING CO.; and DOES 1
18 through 50 inclusive,

19 Defendants.

Case No. **22STCV25894**

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

1 Plaintiff JOSE ORDUNO (“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 ALLIANCE FACILITY SERVICES, INC., a California corporation; SUPERIOR PAVING
5 COMPANY, INC., a California corporation, d/b/a UNITED PAVING CO.; and DOES 1 through 50
6 inclusive (collectively, “Defendants”), and hereby alleges with knowledge with respect to his own acts
7 and on information and belief as to other matters as follows:

8 **INTRODUCTION**

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

15 2. Defendants provide various construction services including asphalt, concrete, slurry
16 seal coating, striping and A.D.A. upgrades, electrical, and lighting on private and public works projects
17 in California.

18 3. Plaintiff and Aggrieved Employees were employed by Defendants and performed work
19 for Defendants at Defendants’ offices and project sites throughout California during the PAGA Period.
20 Plaintiff worked as a general laborer at Defendants’ project sites throughout California.

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

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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 - 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1771, 1774, 1776, 1811, 1815, 2800, and 2802.

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 both Defendants ALLIANCE FACILITY SERVICES, INC. and SUPERIOR PAVING COMPANY, INC. d/b/a UNITED PAVING CO. because they are California corporations.

9. Venue in Los Angeles County is proper under California Business & Professions Code Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this Complaint occurred in this County, Defendants had and have ongoing projects in this County, Defendants conduct substantial business in this County, Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain offices, and/or have an agent or agents in this County. The relief requested is within the jurisdiction of this Court.

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PARTIES

10. Plaintiff JOSE ORDUNO is an individual residing in California. Defendants employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's job duties consisted of, *inter alia*, general labor, such as performing general repairs and work on concrete, dry wall, plumbing, roof, and windows. Claimant performed these job duties on Defendants' private and public works projects in California.

11. Defendant ALLIANCE FACILITY SERVICES, INC. is a California corporation, with its principal place of business located at 1880 North Delilah Street, Corona, California 92879 and with operations throughout Southern California, including Los Angeles County ("ALLIANCE"). ALLIANCE is, and at all relevant times was, an employer subject to California state wage and hour laws. ALLIANCE's practices and policies described in this Complaint were implemented and/or maintained during the PAGA Period. Plaintiff performed work at ALLIANCE's offices and its private and public works construction project sites throughout California during the PAGA Period.

12. ALLIANCE is a contractor licensed by the State of California, Department of Consumer Affairs, Contractors State License Board. ALLIANCE holds a State of California Class B General Building Contractor's license as well as a "C-10 - Electrical Contractor" classification, all under License # 1036468 which was issued on March 2, 2018 and is active until March 31, 2024.

13. Defendant SUPERIOR PAVING COMPANY, INC. d/b/a UNITED PAVING CO. is a California corporation, with its principal place of business located at 1880 North Delilah Street, Corona, California 92879 and with operations throughout Southern California, including Los Angeles County ("SUPERIOR PAVING"). SUPERIOR PAVING is, and at all relevant times was, an employer subject to California state wage and hour laws. SUPERIOR PAVING's practices and policies described in this Complaint were implemented and/or maintained during the PAGA Period. Plaintiff performed work at SUPERIOR PAVING's offices and its private and public works construction project sites throughout California during the PAGA Period.

14. SUPERIOR PAVING is a contractor licensed by the State of California, Department of Consumer Affairs, Contractors State License Board. ALLIANCE holds a State of California Class

1 A General Engineering Contractor's license as well as a "C-12 - Earthwork and Paving Contractors"
2 classification, all under License # 865828 which was issued on October 15, 2005 and is active until
3 October 31, 2023.

4 15. Plaintiff is informed, believes, and thereon alleges that ALLIANCE and SUPERIOR
5 PAVING acted as contractors and/or subcontractors as defined by Labor Code Section 1722.1 and
6 were engaged under and by virtue of the laws of the State of California in execution of public works
7 contracts.

8 16. Defendants continue to employ non-exempt employees within California.

9 17. Plaintiff is unaware of the true names and capacities of those Defendants identified as
10 DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE
11 Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or
12 agent of Defendants, and each related entity, and was acting with the knowledge and authorization of
13 each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and
14 capacities of each DOE Defendant when their names have been ascertained and identified. Each of the
15 Defendants sued as DOES 1 through 50 participated in, received the benefit of, or was in some way
16 responsible for one or more of the wrongful acts and omissions and some portion of the damages
17 alleged herein.

18 18. At all times relevant hereto, each defendant acted in all respects pertinent to this action
19 as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects
20 pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
21 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and
22 the Aggrieved Employees.

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

1 20. There exists a unity of interest in ownership between Defendants and DOES 1 through
2 50, inclusive, such that any individuality and separateness between the individual and the corporation
3 does not exist, as Defendants, and DOES 1 through 50, inclusive, are alter egos, in that: (a) Defendants
4 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which
5 DOES 1 through 50, inclusive, carried out their business in the business name, exercising complete
6 control and dominance over such business; (b) that Defendants were conceived, intended and used by
7 DOES 1 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and
8 DOES 1 through 50, inclusive, and were without the financial solvency and responsibility required by
9 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
10 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,
11 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a
12 principal-agency relationship between and among Defendants.

13 21. At all relevant times, Defendants were agents of each other and acting within the course
14 and scope of their agency.

15 **GENERAL ALLEGATIONS**

16 22. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees
17 as non-exempt employees.

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

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

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

27 26. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other
28 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of

1 pay, and/or overtime wages, and that they were not receiving minimum, regular, and/or overtime
2 wages for all work that was required to be performed. On information and belief, during the PAGA
3 Period, Aggrieved Employees regularly worked more than 8 hours and/or 10 hours per workday and/or
4 over 40 hours per workweek. In violation of the Labor Code, Defendants failed to pay the minimum,
5 regular, and/or overtime rate of pay to Plaintiff and other Aggrieved Employees for all hours worked.
6 Defendants did not compensate Plaintiff and other Aggrieved Employees for all hours worked because
7 Plaintiff and other Aggrieved Employees were regularly on-duty during their meal periods. Further,
8 Defendants rounded Plaintiff and Aggrieved Employees' hours worked, including meal periods,
9 thereby depriving them of compensation for time worked during their shifts. Plaintiff's rounding
10 practice systematically undercompensated Plaintiff and Aggrieved Employees and favored the
11 Defendants rather than the employee. On public works projects, Employer also failed to compensate
12 Plaintiff and Aggrieved Employees at the prevailing wage rate classification for the type of work
13 performed by the Aggrieved Employees on that project. As such, Defendants failed to pay Plaintiff
14 and other Aggrieved Employees the proper minimum, regular, overtime, and prevailing wages for all
15 hours worked.

16 27. **Meal Period Violations:** Defendants knew or should have known that Plaintiff and
17 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal
18 period for every five hours of work, or payment of one additional hour of pay when they did not
19 receive a compliant meal period. Plaintiff and other Aggrieved Employees did not receive compliant
20 meal periods due to Defendants' practices and policies. For example, Plaintiff and Aggrieved
21 Employees had their meal periods regularly interrupted, short, late, and/or missed altogether due to
22 busy workload and Defendants' failure to provide sufficient coverage to allow employees to take
23 compliant meal periods. Defendants further failed to provide a second meal period when Plaintiff
24 and/or other Aggrieved employees worked over 10 hours. On information and belief, Defendants also
25 failed to pay Plaintiff and other Aggrieved Employees one additional hour of pay when Plaintiff and
26 other Aggrieved Employees did not receive a compliant meal period.

27 28. **Rest Period Violations:** Defendants knew or should have known that Plaintiff and
28 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period

1 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay
2 when they were not permitted to take a compliant rest period. Plaintiff and other Aggrieved Employees
3 did not receive compliant rest periods due to Defendants' practices and policies. Specifically, due to
4 understaffing and a busy workload, Defendants failed to provide Plaintiff and other Aggrieved
5 Employees with a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or
6 major fraction thereof. Accordingly, Defendants failed to provide rest periods to Plaintiff and other
7 Aggrieved Employees in violation of the applicable Labor Code and IWC Wage Orders. On
8 information and belief, Defendants failed to compensate Plaintiff and other Aggrieved Employees
9 with an additional hour of pay for every day in which they suffered a rest period violation.

10 29. **Unreimbursed Business Expenses:** Defendants knew or should have known that
11 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-
12 related business expenses. Plaintiff and other Aggrieved Employees incurred out-of-pocket expenses
13 to perform their job duties without reimbursement, including expenses for cleaning, washing, and
14 ironing their uniforms, which were the Defendants' property.

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

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

28 32. **Failure to Keep Accurate Records:** Defendants knew or should have known that

1 Defendants were required to keep accurate records of the hours worked by Plaintiff and other
2 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records
3 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
4 and/or omissions described throughout this Complaint. Defendants also failed keep accurate payroll
5 records, showing the name, address, social security number, work classification, straight time and
6 overtime hours worked each day and week, and the actual per diem wages paid to Plaintiff and each
7 journeyman, apprentice, worker, or other Aggrieved Employees employed by Defendants in
8 connection with public works projects.

9 33. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
10 willful.

11 **FIRST CAUSE OF ACTION**

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

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

14 **(Against All Defendants)**

15 34. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
16 fully set forth herein.

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

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

26 37. On June 6, 2022, Plaintiff gave written notice of the specified provisions alleged to
27 have been violated, including the facts and theories to support the alleged violations, as required by
28 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to

1 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
2 More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice
3 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code
4 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
5 himself and all other Aggrieved Employees under PAGA.

6 38. For all provisions of the Labor Code except those for which a civil penalty is
7 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
8 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
9 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
10 Defendants violated these provisions of the Labor Code.

11 39. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
12 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
13 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
14 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
15 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
16 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
17 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
18 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
19 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
20 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
21 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
22 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
23 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
24 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
25 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
26 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
27 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

28 40. Labor Code Section 558(a) provides "[a]ny employer or other person acting on behalf

1 of an employer who violates, or causes to be violated, a section of this chapter or any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
3 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
4 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
5 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
6 employee was underpaid.”

7 41. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
8 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
9 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
10 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
11 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
12 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
13 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
14 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

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

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

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

26 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
27 1197.1, 1198, 1771, 1774, 1811, and 1815 for failure to timely pay all earned wages (including
28 minimum, regular, overtime, and prevailing wages) owed to Plaintiff and other Aggrieved Employees

1 during employment and upon separation of employment;

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

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

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

9 (e) Violation of Labor Code Sections 1174, 1174.5, and 1776 for failure to maintain
10 accurate records regarding the employment of Plaintiff and other Aggrieved Employees; and

11 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
12 business expenses to Plaintiff and other Aggrieved Employees.

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

15 46. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to
16 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
17 above.

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

20 **PRAYER FOR RELIEF**

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

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

26 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
27 pursuant to Labor Code Sections 2699(g) and 2802(c), and California Code of Civil Procedure Section
28 1021.5; and

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

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4 Dated: August 10, 2022

ALAMI LAW GROUP

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6 
7 By: _____
8 David Alami

9 Attorneys for Plaintiff JOSE ORDUNO