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Assigned for All Purposes
Judge Randall J. Sherman

cx-105

Attorneys for Plaintiff CRISTIAN ALVISO,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

CRISTIAN ALVISO, on behalf of himself
and other aggrieved employees,

Plaintiff,

vs.

JORDAN ROOF COMPANY; SOUTHEAST
PERSONNEL LEASING; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 30-2022-01288692-CU-OE-CXC

PAGA ACTION

**PLAINTIFF CHRISTIAN ALVISO'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff CRISTIAN ALVISO ("Plaintiff"), who alleges and complains
against Defendants JORDAN ROOF COMPANY; SOUTHEAST PERSONNEL LEASING; 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 and/or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods
4 and/or pay rest period premium wages; indemnification for all necessary expenditures or losses
5 incurred by employees in direct consequence of discharging their duties; statutory penalties for
6 failure to timely pay earned wages during employment. Plaintiff seeks on a representative basis,
7 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
8 attorneys' 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 the claims of Plaintiff and all other current and
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout
18 California, including but not limited to Orange County, at 11542 Anabel Avenue, Garden Grove,
19 California, 92843.

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 Orange from in or
5 around February 2020 until on or about April 29, 2021.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant JORDAN
7 ROOF COMPANY is authorized to do business within the State of California and is doing
8 business in the State of California and/or that Defendants DOES 1 through 25 are, and at all times
9 relevant hereto were persons acting on behalf of Defendant JORDAN ROOF COMPANY in the
10 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
11 Defendant JORDAN ROOF COMPANY operates in Orange County and employed Plaintiff and
12 putative class members in, including but not limited to, 11542 Anabel Avenue, Garden Grove,
13 California, 92843.

14 6. Plaintiff is informed and believes and thereon alleges that Defendant SOUTHEAST
15 PERSONNEL LEASING is authorized to do business within the State of California and is doing
16 business in the State of California and/or that Defendants DOES 26 through 50 are, and at all
17 times relevant hereto were persons acting on behalf of Defendant SOUTHEAST PERSONNEL
18 LEASING in the establishment of, or ratification of, the aforementioned illegal wage and hour
19 practices or policies. Defendant SOUTHEAST PERSONNEL LEASING operates in Orange
20 County and employed Plaintiff and putative class members in, including but not limited to, 11542
21 Anabel Avenue, Garden Grove, California, 92843.

22 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
23 through 50 are corporations, or are other business entities or organizations of a nature unknown to
24 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
25 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
26 working conditions of employment of Plaintiff and aggrieved employees.

27 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
28 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued

1 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
2 supervisor, independent contractor and/or employee of each defendant who violated or caused to
3 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
4 the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

14 **FIRST CAUSE OF ACTION**

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

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

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

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

19 12. During the period beginning one (1) year preceding Plaintiff sending the initial
20 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
21 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and Sections 14 and 15 of the
22 applicable Wage Orders.

23 13. Specifically, Defendants have committed the following violations of California
24 Labor Code:

25 14. **Failure to pay wages for all hours worked at the legal minimum wage:**
26 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
27 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
28 which includes all time that an employee is under control of the employer and all time the

1 employee is suffered and permitted to work. This includes the time an employee spends, either
2 directly or indirectly, performing services which inure to the benefit of the employer.

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

6 16. In this case, Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
8 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
10 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
11 not limited to:

12 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
13 non-exempt employees to wash and maintain company work uniforms while off-the-clock; and

14 (b) “Rounding” down or “shaving” Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
16 clock-out to the nearest quarter of an hour, to the benefit of Defendants.

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

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

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

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

12 Labor Code section 510.

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

16 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees to wash and maintain company work uniforms while off-the-clock; and

18 (b) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
19 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
20 clock-out to the nearest quarter of an hour, to the benefit of Defendants.

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

29 22. **Failure to pay wages to hourly non-exempt employees for workdays that**
30 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
31 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 16 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 16 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) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees clock-in and clock-out for their meal periods to
23 the nearest quarter of an hour, resulting in shortened meal breaks for less than thirty (30) minutes;
24 and

25 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of
27 no less than thirty (30) minutes for each five-hour period of work as required by law.

28 26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or

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

6 27. 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 during which Defendants did not provide them
9 with meal periods in compliance with California law.

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

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

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

1 31. In this case, Defendants failed to authorize or permit all legally required and
2 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
4 limited to:

5 (a) Failure to provide Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees ten (10) minute rest breaks for every four hours worked or major
7 fraction thereof; specifically, Defendants only provided employees one (1) 10-minute rest break
8 per workday despite employees working shifts anywhere from 8 hours to over 10 hours.

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

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

18 34. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
19 **Employment:** California law requires that every employer must indemnify its employees for all
20 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
21 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
22 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
23 2802.)

24 35. Defendants have violated Labor Code Section 2802 by failing to indemnify
25 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
26 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
27 employed theses policies, practices, and/or procedures included, but were not limited to:

28 (a) Requiring Plaintiff and other current and former aggrieved California-based non-

1 exempt hourly employees' who work remotely to use or purchase their own tools and/or resources
2 in order to work for Defendants, including but not limited to an app on their personal cell phones
3 called "Fast Track," which was used to both clock in and clock out of their shifts and meal breaks,
4 without reimbursing Plaintiff and other current and former aggrieved California-based non-exempt
5 hourly employees' for cellular and data expense associate with the use of the app; and

6 (b) Passing on the costs of tools required for the performance of job duties on to
7 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'.

8 36. Moreover, Defendants employed policies and procedures which ensured Plaintiff
9 and aggrieved employees would not receive indemnification for their employment related
10 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
11 indemnification in compliance with California law.

12 37. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
13 employment related expenses, including but not limited to costs related to use of their personal
14 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

1 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
2 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

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

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

26 43. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
27 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
28 all their earned wages (including minimum wages, overtime wages, meal period premium wages,

1 and/or rest period premium wages), Defendants failed to pay those employees timely after each
2 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

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

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

9 46. Plaintiff has complied with the procedures for bringing suit specified in Labor
10 Code section 2699.3. On July 13, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
11 provided notice to Defendants by certified mail which provided notice of the specific provisions of
12 the Labor Code alleged to have been violated, including the facts and theories to support the
13 violations alleged.

14 47. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
15 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
16 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
17 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
18 to investigate Plaintiff's claims.

19 48. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
20 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
21 512, 1194, 1197, 1198, and 2802, beginning one (1) year preceding Plaintiff sending the initial
22 PAGA Claim Notice to the LWDA to the present, in the following amounts:

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

27 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
28 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.

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

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

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

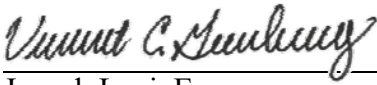
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1 Dated: October 27, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By: 
4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
6 Danielle Montero, Esq.
7 Attorneys for Plaintiff
8 CRISTIAN ALVISO
9 on behalf of himself and current and former
10 aggrieved employees
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