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Kern County Superior Court
By Edith Carrillo, Deputy

Attorneys for Plaintiff ANGEL PEREZ,
on behalf of himself and current and former aggrieved employees

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

ANGEL PEREZ on behalf of himself and other
aggrieved employees,

Plaintiff,

vs.

R.M.T. CONTRACTING, INC.; SUN PACIFIC
SHIPPERS, L.P.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: BCV-22-102921

PAGA ACTION

**PLAINTIFF ANGEL PEREZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ANGEL PEREZ ("Plaintiff"), who alleges and complains against
Defendants R.M.T. CONTRACTING, INC.; SUN PACIFIC SHIPPERS, L.P.; 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
hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure

1 to authorize or permit all legally required and/or compliant meal periods or pay meal period
2 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
3 pay rest period premium wages; statutory penalties for failure to timely pay earned wages during
4 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
5 time penalties in the form of continuation wages for failure to timely pay employees all wages due
6 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the
7 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to
8 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
9 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 Kern County, at 33374 Lerdo Hwy, Bakersfield, California
19 93308.

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 Kern from in or around
5 February 2020, until on or about July 7, 2021.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant R.M.T.
7 CONTRACTING, INC 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 1-25 are, and at all times relevant
9 hereto were persons acting on behalf of Defendant R.M.T. CONTRACTING, INC. in the
10 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
11 Defendant R.M.T. CONTRACTING, INC. operates in Kern County and employed Plaintiff and
12 putative class members in Kern County, including but not limited to, at 33374 Lerdo Hwy,
13 Bakersfield, California 93308.

14 6. Plaintiff is informed and believes and thereon alleges that Defendant SUN
15 PACIFIC SHIPPERS, L.P.; 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 26-50 are, and at all times
17 relevant hereto were persons acting on behalf of Defendant SUN PACIFIC SHIPPERS, L.P.; in
18 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
19 policies. Defendant SUN PACIFIC SHIPPERS, L.P.; operates in Kern County and employed
20 Plaintiff and putative class members in Kern County, including but not limited to, at 33374 Lerdo
21 Hwy, Bakersfield, California 93308.

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 and Sections 14 and 15 of the applicable Wage
22 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) “Rounding down” or “shaving down” Employee and other current and former
13 aggrieved California-based hourly non-exempt employees punches, including punches for meal
14 breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Employee and
15 other current and former aggrieved California-based hourly non-exempt employees for this time;
16 and

17 (b) Automatically deducting 30-minutes from Plaintiff and other current and former
18 aggrieved California-based hourly non-exempt employees daily hours worked and attributing that
19 time to a meal break despite that Defendants failed to provide Plaintiff and other current and
20 former aggrieved California-based hourly non-exempt employees duty-free meal breaks.

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

27 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
28 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt

1 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
2 which includes all time that an employee is under control of the employer and all time the
3 employee is suffered and permitted to work. This includes the time an employee spends, either
4 directly or indirectly, performing services that inure to the benefit of the employer.’

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

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

13 Labor Code section 510.

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

17 (a) “Rounding down” or “shaving down” Employee and other current and former
18 aggrieved California-based hourly non-exempt employees punches, including punches for meal
19 breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Employee and
20 other current and former aggrieved California-based hourly non-exempt employees for this time;
21 and

22 (b) Automatically deducting 30-minutes from Plaintiff and other current and former
23 aggrieved California-based hourly non-exempt employees daily hours worked and attributing that
24 time to a meal break despite that Defendants failed to provide Plaintiff and other current and
25 former aggrieved California-based hourly non-exempt employees duty-free meal breaks.

26 21. The foregoing policies, practices, and/or procedures resulted in time during each
27 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
28 employees were under the control of Defendants but were not compensated. To the extent that the

1 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
2 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
3 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
4 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
5 sections 510 and 1194 and the applicable Wage Order.

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

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

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

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

1 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
2 aggrieved California-based hourly non-exempt employees punches, including punches for meal
3 breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and
4 other current and former aggrieved California-based hourly non-exempt employees for this time.

5 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees who worked as forklift drivers duty-free meal breaks of 30 minutes
7 due to Defendants' requirement that Plaintiff and other current and former aggrieved California-
8 based hourly non-exempt employees who worked as forklift drivers park their forklifts while they
9 were off the clock during their meal periods, but before beginning their meal breaks resulting in
10 meal breaks that were not duty-free and/or less than thirty (30) minutes;

11 (c) Automatically deducting 30-minutes from Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees daily hours worked and attributing that
13 time to a meal break despite that Defendants failed to provide Plaintiff and other current and
14 former aggrieved California-based hourly non-exempt employees duty-free meal breaks; and

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

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

24 27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees not
26 receiving wages to compensate them for workdays during which Defendants did not provide them
27 with meal periods in compliance with California law.

28 28. **Failure to pay wages to hourly non-exempt employees for workdays that**

1 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
2 current and former aggrieved California-based hourly non-exempt employees regularly worked
3 shifts of more than three-and-a-half (3.5) hours.

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

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

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

23 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees who worked as forklift drivers duty-free rest breaks of a net 10
25 minutes due to Defendants’ requirement that Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees who worked as forklift drivers park their forklifts
27 while they during their rest breaks, before beginning their rest breaks; and

28 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees a third uninterrupted duty-free rest period of a net
2 ten (10) minutes for shifts exceeding ten (10) hours.

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

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

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

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

28 36. **Failure to provide complete and accurate wage statements:** Labor Code section

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

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

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

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

40. Defendants’ violations of Wage Order 9 constituted violations of Labor Code

1 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

6 42. Plaintiff has complied with the procedures for bringing suit specified in Labor
7 Code section 2699.3. On July 6, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
8 provided notice to Defendants by certified mail which provided notice of the specific provisions of
9 the Labor Code alleged to have been violated, including the facts and theories to support the
10 violations alleged.

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

16 44. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
17 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
18 512, 1194, 1197beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice
19 to the LWDA to the present, in the following amounts:

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

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

28 c. For violations of Labor Code section 510, fifty dollars (\$50) for each

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

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

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

10 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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1 Dated: November 1, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By: 

4 Joseph Lavi, Esq.
5 Vincent C. Granberry, Esq.
6 Pooja V. Patel, Esq.
7 Attorneys for Plaintiff
8 ANGEL PEREZ
9 on behalf of himself and current and former
10 aggrieved employees
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