

Case Management Conference
2025-01-22 8:45AM in 10A

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq. (SBN 209776)
N. Nick Ebrahimian, Esq. (SBN 219270)
Vincent C. Granberry, Esq. (SBN 276483)
Alan A. Wilcox, Esq. (SBN 287476)
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
nebrahimian@lelawfirm.com
vgranberry@lelawfirm.com
awilcox@lelawfirm.com

Attorneys for Plaintiff ANTONIO FERNANDEZ,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ANTONIO FERNANDEZ, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

MEDCOR, INC.; and DOES 1 to 100, inclusive,
Defendants.

Case No.:STK-CV-UOE-2024-0007159

PAGA ACTION

**PLAINTIFF ANTONIO
FERNANDEZ'S COMPLAINT FOR:**

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

COMES NOW Plaintiff ANTONIO FERNANDEZ ("Plaintiff"), who alleges and
complains against Defendants MEDCOR, INC.; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor 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

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

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to San Joaquin County, at 16900 W. Schulte Road, Tracy CA
21 95377.

22 **III. PARTIES**

23 3. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will
27 work for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in San Joaquin County
3 from in or around July 2022 until on or about May 31, 2023.

4 4. Plaintiff is informed and believes and thereon alleges that Defendant MEDCOR,
5 INC. is authorized to do business within the State of California and is doing business in the State
6 of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
7 acting on behalf of Defendant MEDCOR, INC. in the establishment of, or ratification of, the
8 aforementioned illegal wage and hour practices or policies. Defendant MEDCOR, INC. operates
9 in San Joaquin County and employed Plaintiff and aggrieved employees in San Joaquin County,
10 including but not limited to, at 16900 W. Schulte Road, Tracy CA 95377.

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

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

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

28 8. Plaintiff makes the allegations in this complaint without any admission that, as to

any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

FIRST CAUSE OF ACTION

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

**(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and
Other Current and Former Aggrieved Employees)**

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

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and the applicable Wage Orders.

11. Specifically, Defendants have committed the following violations of California Labor Code:

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

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

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

1 (a) “Rounding down” or “shaving down” Plaintiff’s and other current and former
2 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
3 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
4 of an hour, to the benefit of Defendants;

5 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees to clock out but remain on-duty during purported meal periods, including
7 by mandating that such employees keep communication devices on themselves at all times and
8 answer calls at all times;

9 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
10 non-exempt employees to perform so much work with so little coverage from other employees
11 that such employees were forced to work off-the-clock and throughout purported meal and rest
12 periods; and

13 (d) Requiring Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees to travel to and from a designated area while they were off the clock
15 during their meal periods.

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

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

1 17. 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 18. Further, Labor Code section 1198 provides that “The maximum hours of work and
14 the standard conditions of labor fixed by the commission shall be the maximum hours of work and
15 the standard conditions of labor for employees. The employment of any employee for longer hours
16 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

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

20 (a) “Rounding down” or “shaving down” Plaintiff’s and other current and former
21 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
22 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
23 of an hour, to the benefit of Defendants;

24 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
25 non-exempt employees to clock out but remain on-duty during purported meal periods, including
26 by mandating that such employees keep communication devices on themselves at all times and
27 answer calls at all times;

28 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees to perform so much work with so little coverage from other employees
that such employees were forced to work off-the-clock and throughout purported meal and rest
periods; and

1 (d) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to travel to and from a designated area while they were off the clock
3 during their meal periods.

4 20. The foregoing policies, practices, and/or procedures resulted in time during each
5 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
6 employees were under the control of Defendants but were not compensated. To the extent that the
7 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
9 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
10 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
11 sections 510, 1194 and 1198, and the applicable Wage Order.

12 21. **Failure to pay wages to hourly non-exempt employees for workdays that**
13 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
14 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
16 shifts of more than ten (10) hours in length.

17 22. California law requires an employer to authorize or permit an employee an
18 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
19 all duties and the employer relinquishes control over the employee's activities prior to the
20 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;
21 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
22 employ an employee for a work period of more than ten (10) hours per day without providing the
23 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
24 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
25 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
26 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
27 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
28 periods.

23. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code sections 226.7 and 1198; Wage Order 4 at §11.

24. In this case, Defendants failed to authorize or permit legally required and compliant meal 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) "Rounding down" or "shaving down" Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants;

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to clock out but remain on-duty during purported meal periods, including by mandating that such employees keep communication devices on themselves at all times and answer calls at all times;

(c) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to perform so much work with so little coverage from other employees that such employees were forced to work off-the-clock and throughout purported meal and rest periods; and

(d) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to travel to and from a designated area while they were off the clock during their meal periods.

25. 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 one (1) hour of pay at their regular rate of pay for each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees did not receive legally required and compliant meal periods, in violation of Labor Code

1 section 226.7.

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

6 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
7 **Defendants failed to provide legally required and compliant rest periods and/or failure to**
8 **pay rest period premium:** Plaintiff and other current and former aggrieved California-based
9 hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

21 29. If the employer fails to authorize or permit a required rest period, the employer
22 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
23 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
24 Wage Order 4 at § 12.

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

1 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
3 or major fraction thereof;

4 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to remain on-duty during purported rest periods, including by mandating
6 that such employees keep communication devices on themselves at all times and answer calls at
7 all times; and

8 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees to perform so much work with so little coverage from other employees
10 that such employees were forced to work throughout purported rest periods.

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

16 32. 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 in which Defendants did not provide them with
19 rest periods in compliance with California law.

20 33. **Failure to timely pay earned wages during employment:** In California, wages
21 must be paid at least twice during each calendar month on days designated in advance by the
22 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
23 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
24 16th and the 26th day of that month and wages earned between the 16th and the last day,
25 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
26 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
27 paid within seven (7) calendar days following the close of the payroll period in which wages were
28 earned. Labor Code section 204(d).

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

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

21 36. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees all wages
23 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
24 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
25 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
26 section 226(a)(1, 2, 5 & 9).

27 37. **Failure to pay employees all wages due at time of termination/resignation:** An
28 employer is required to pay all unpaid wages timely after an employee's employment ends. The

1 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
2 hours of resignation (Labor Code section 202).

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

8 39. Plaintiff has complied with the procedures for bringing suit specified in Labor
9 Code section 2699.3. On April 10, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
10 and provided notice to Defendants by certified mail which provided notice of the specific
11 provisions of the Labor Code alleged to have been violated, including the facts and theories to
12 support the violations alleged.

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

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

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

27 b. For violations of Labor Code section 226(a), alternatively, two hundred
28 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 and 512, 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].

d. For violations of Labor Code section 204, one hundred dollars (\$100) for each failure to pay each employee in any initial violation, and for each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code section 210].

e. 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].

42. 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 sections 210, 225.5, 226.3, 558, 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

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

3
4 Dated: June 17, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

5
6 By:



Joseph Lavi, Esq.
N. Nick Ebrahimian, Esq.
Vincent C. Granberry, Esq.
Alan A. Wilcox, Esq.
Attorneys for Plaintiff
ANTONIO FERNANDEZ
on behalf of himself and current and former
aggrieved employees