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on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT**

ALEJANDRO JAVIER CERVANTES-
ARNOLD, on behalf of himself and other
aggrieved employees,

Plaintiff,

vs.

AMTRUST FINANCIAL SERVICES, INC.;;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: **22STCV40237**

PAGA ACTION

**PLAINTIFF ALEJANDRO JAVIER
CERVANTES- ARNOLD'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 ALEJANDRO JAVIER CERVANTES- ARNOLD ("Plaintiff"),
who alleges and complains against Defendants AMTRUST FINANCIAL SERVICES, 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' declaratory relief; and
2 applicable penalties for misclassification of Plaintiff and similarly situated insurance adjusters as
3 exempt employees; unpaid overtime wages for all overtime hours worked; failure to provide
4 legally required and/or compliant meal periods or pay meal period premium wages; failure to
5 provide legally required and/or compliant rest periods or pay rest period premium wages;
6 indemnification for all necessary expenditures or losses incurred by employees in direct
7 consequence of discharging their duties; statutory penalties for failure to timely pay earned wages
8 during employment; statutory penalties for failure to provide accurate wage statements; statutory
9 waiting time penalties in the form of continuation wages for failure to timely pay employees all
10 wages due upon separation of employment. Plaintiff seeks on a representative basis, following
11 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys'
12 fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State
13 of California, and others aggrieved.

14 **II. JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
16 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
17 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
18 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
19 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
20 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
21 aggrieved California-based hourly non-exempt employees occurred in locations throughout
22 California, including but not limited to Los Angeles County, at 8501 Fallbrook Ave., 2nd Floor,
23 West Hills, CA 91304.

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

28 **III. PARTIES**

1 4. Plaintiff brings this action as a representative of the Labor and Workforce
2 Development Agency on behalf of himself and other current and former employees subject to
3 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
4 filed include current, former and/or future employees of Defendants who work, worked, or will
5 work for Defendants as direct employees as well as temporary employees employed through temp
6 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
7 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
8 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or
9 around May 9, 2022 until on or about June 3, 2022.

10 5. Plaintiff is informed and believes and thereon alleges that Defendant AMTRUST
11 FINANCIAL SERVICES, INC. is authorized to do business within the State of California and is
12 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
13 relevant hereto were persons acting on behalf of Defendant AMTRUST FINANCIAL SERVICES,
14 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
15 or policies. Defendant AMTRUST FINANCIAL SERVICES, INC. operates in Los Angeles
16 County and employed Plaintiff and aggrieved employees in Los Angeles County, including but
17 not limited to, at 8501 Fallbrook Ave., 2nd Floor, West Hills, CA 91304.

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

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

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

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

10 **FIRST CAUSE OF ACTION**

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

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

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

15 11. During the period beginning one (1) year preceding Plaintiff sending the initial
16 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
17 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and Sections 14 and 15 of the
18 applicable Wage Orders.

19 12. Specifically, Defendants have committed the following violations of California
20 Labor Code:

21 13. **Defendants misclassified Plaintiff and similarly situated insurance adjusters as**
22 **exempt employees:** Defendants employed Plaintiff as an aggrieved insurance adjuster from in or
23 around May 9, 2022 until on or about June 3, 2022.

24 14. Throughout the relevant time period, Defendants misclassified Plaintiff and other
25 current and former aggrieved California-based hourly non-exempt insurance adjusters as exempt
26 for purposes of avoiding requirements of the California Labor code as it pertains to the payment of
27 wages and working conditions for hourly non-exempt employees.

28 15. Specifically, Plaintiff alleges, he and former aggrieved California-based hourly

1 non-exempt insurance adjusters insurance adjusters did not primarily engage in duties which
2 involve customarily or regularly exercising discretion and independent judgment, performed work
3 under general supervision, did not retain the ability to hire or fire other employees, and/or could
4 not make suggestions and recommendations as to the hiring or firing of other employees.
5 Plaintiff alleges, his and similarly situated insurance adjusters' primary work duties consisted of
6 day-to-day adjusting individual claims and were unrelated to management policies or general
7 business operations.

8 16. Indeed, Plaintiff alleges, when Defendants extended him and other current and
9 former aggrieved California-based hourly non-exempt insurance adjusters insurance adjusters
10 offers of employment, Defendants notified them that, as adjusters, they were classified as "non-
11 exempt" and, as such, were entitled to overtime pay. Despite the foregoing, Defendants
12 misclassified Plaintiff and other current and former aggrieved California-based hourly non-exempt
13 insurance adjusters as exempt when, they should have been classified as non-exempt under
14 California law.

15 17. Despite Defendants' pervasive control over all aspects of its insurance services
16 Defendants misclassify Plaintiff and other similarly situated Level III Insurance Adjusters as
17 independent contractors. However, Plaintiff and other current and former aggrieved California-
18 based hourly non-exempt Level III Insurance Adjusters are Defendants' employees.

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

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

28 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of

work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

20. Here, Plaintiff maintains that Defendants routinely required him and aggrieved insurance adjusters who were misclassified as non-exempt to work in excess of eight hours per day and/or 40 hours in one week. Nevertheless, Defendants compensated Plaintiff and other current and former aggrieved California-based hourly non-exempt insurance adjusters based on a salary rather than based on all hours, including overtime hours, that they worked and/or were subject to the control of Defendants. This resulted in time each workday which Plaintiff and other current and former aggrieved California-based hourly non-exempt insurance adjusters who were misclassified as non-exempt who were was under the Defendant's control, but were not compensated at their overtime rate of pay in violation of Labor Code sections 510, 1194, 1198, and the applicable Wage Order.

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

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

23. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of

1 all duties and the employer relinquishes control over the employee's activities prior to the
2 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 4 at §11; *Brinker*
3 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
4 employee for a work period of more than ten (10) hours per day without providing the employee
5 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
6 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
7 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
8 period is only permitted when: (1) the nature of the work prevents an employee from being
9 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

14 25. Here, Plaintiff and other current and former aggrieved California-based hourly non-
15 exempt insurance adjusters worked shifts long enough to entitle them to meal periods under
16 California law. Nevertheless, because Defendants misclassified Plaintiff and other current and
17 former aggrieved California-based hourly non-exempt insurance adjusters as exempt, Defendants'
18 policies, practices, and/or procedures that resulted in their failure to provide Plaintiff and other
19 current and former aggrieved California-based hourly non-exempt insurance adjusters meal breaks
20 of no less than thirty (30) minutes for each five-hour period of work as required by law.

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

27 27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays during which Defendants did not provide them
2 with meal periods in compliance with California law.

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

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

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

22 31. In this case, Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt insurance adjusters regularly worked shifts of more than three-and-a-half (3.5)
24 hours. Nevertheless, because Defendants misclassified Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt insurance adjusters as exempt, Defendants’
26 policies, practices, and/or procedures provide all legally required and/or compliant rest periods to
27 Plaintiff and other current and former aggrieved California-based hourly non-exempt insurance
28 adjusters.

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

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

10 34. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
11 **Employment:** California law requires that every employer must indemnify its employees for all
12 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
13 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
14 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
15 2802.)

16 35. Defendants employed policies, practices, and/or procedures of impermissibly
17 passing business-related expenses to Plaintiff and other current and former aggrieved California-
18 based hourly non-exempt insurance adjusters who worked remotely. These policies, practices,
19 and/or procedures included, but were not limited to, requiring Plaintiff and other current and
20 former aggrieved California-based hourly non-exempt insurance adjusters who work remotely to
21 use or purchase their own tools and/or resources in order to work for Defendants, including but not
22 limited to their computer, computer cables, internet, and/or cell phone (including both telephone
23 use and cellular data use) for work-related purposes - without reimbursing Plaintiff and other
24 current and former aggrieved California-based hourly non-exempt insurance adjusters for such
25 use.

26 36. Moreover, Defendants employed policies and procedures which ensured Plaintiff
27 and other current and former aggrieved California-based hourly non-exempt insurance adjusters
28 would not receive indemnification for their employment related expenses. This practice resulted in

1 Plaintiff and aggrieved employees not receiving such indemnification in compliance with
2 California law.

3 37. Therefore, Defendants are liable to Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt insurance adjusters for their employment related expenses,
5 including but not limited to costs related to use of their personal cell phones and costs associated
6 with their uniforms pursuant to Labor Code section 2802.

7 38. **Failure to timely pay earned wages during employment:** In California, wages
8 must be paid at least twice during each calendar month on days designated in advance by the
9 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
10 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
11 16th and the 26th day of that month and wages earned between the 16th and the last day,
12 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
13 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
14 paid within seven (7) calendar days following the close of the payroll period in which wages were
15 earned. Labor Code section 204(d).

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

23 40. **Failure to provide complete and accurate wage statements:** Labor Code section
24 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
25 employee his or her wages, the employer must "furnish each of his or her employees ... an
26 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
27 employee, except for any employee whose compensation is solely based on a salary and who is
28 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of

1 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
2 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
3 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
4 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
5 name of the employee and his or her social security number, (8) the name and address of the legal
6 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate by the employee.”

8 41. Defendants committed direct violations of Labor Code section 226, through their
9 policies, practices, and/or procedures, including, but not limited to failing to provide Plaintiff and
10 other current and former aggrieved California-based hourly non-exempt insurance adjusters
11 accurate itemized wage statements showing: (1) the hourly rate of pay; (2) the number of regular
12 hours worked; (3) the overtime rate of pay; and (4) the number of overtime hours worked.

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

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

23 44. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
24 Plaintiff and other current and former aggrieved California-based hourly non-exempt insurance
25 adjusters all their earned wages (including minimum wages, overtime wages, meal period
26 premium wages, and/or rest period premium wages), Defendants failed to pay those employees
27 timely after each employee’s termination and/or resignation, in violation of Labor Code sections
28 201, 202, and 203.

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

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

7 47. Plaintiff has complied with the procedures for bringing suit specified in Labor
8 Code section 2699.3. On October 19, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA
9 and provided notice to Defendants by certified mail which provided notice of the specific
10 provisions of the Labor Code alleged to have been violated, including the facts and theories to
11 support the violations alleged.

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

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

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

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

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

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

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

11 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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1 Dated: December 27, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By: *Vincent C. Granberry*
4 Joseph Lavi, Esq.
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6 Pooja V. Patel, Esq.
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10 on behalf of himself and current and former
11 aggrieved employees
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