

Joseph Lavi, Esq. (SBN 209776)
N. Nick Ebrahimian, Esq. (SBN 219270)
Vincent C. Granberry, Esq. (SBN 276483)
Alan Wilcox, Esq. (SBN 287476)
Melanie Rodriguez, Esq. (SBN 333945)
LAVI & EBRAHIMIAN, LLP
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
mrodriguez@lelawfirm.com

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

11/9/2023 5:09 PM

By: Elda Ramirez, DEPUTY

Attorneys for Plaintiffs' JUSTIN LALIBERTE and ASHLEY MARIE LEWIS,
on behalf of themselves and current and former aggrieved employees,

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

CIVSB2329273

Case No.:

PAGA ACTION

**PLAINTIFFS JUSTIN LALIBERTE
AND ASHLEY MARIE LEWIS'
COMPLAINT FOR:**

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

JUSTIN LALIBERTE and ASHLEY MARIE
LEWIS, on behalf of themselves and current and
former aggrieved employees,

Plaintiffs,

vs.

KELLERMEYER BERGENSONS SERVICES,
LLC; and DOES 1 to 100, inclusive,

Defendants.

COMES NOW Plaintiffs' JUSTIN LALIBERTE and ASHLEY MARIE LEWIS
("Plaintiffs"), who alleges and complains against Defendants KELLERMEYER BERGENSONS
SERVICES, LLC; 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 Plaintiffs' on behalf of the State of California,
themselves 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

1 associated with Defendants' violation of the Labor Code based on Defendants' failure to pay
2 wages for all hours worked at the employees' minimum wage rate or overtime rate, failure to
3 provide all legally required and legally compliant meal and rest periods, failure to timely pay
4 earned wages during employment, failure to provide complete and accurate wage statements,
5 failure to timely pay all unpaid wages following separation of employment. Plaintiffs seeks on a
6 representative basis, following notice to the Labor and Workforce Development Agency, civil
7 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
8 on behalf of Plaintiffs', the State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiffs' and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiffs' lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiffs and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiffs and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to San Bernardino County at 555 E Orange Show Road, San
18 Bernardino, CA 92408.

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

23 **III. PARTIES**

24 4. Plaintiffs bring this action as a representative of the Labor and Workforce
25 Development Agency on behalf of themselves and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiffs and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will
28 work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiffs is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in San Bernardino from
4 June 2019 to present.

5 5. Plaintiffs is informed and believes and thereon alleges that Defendant
6 KELLERMEYER BERGENSONS SERVICES, LLC is authorized to do business within the State
7 of California and is doing business in the State of California and/or that Defendants DOES 1-50
8 are, and at all times relevant hereto were persons acting on behalf of Defendant KELLERMEYER
9 BERGENSONS SERVICES, LLC in the establishment of, or ratification of, the aforementioned
10 illegal wage and hour practices or policies. Defendant KELLERMEYER BERGENSONS
11 SERVICES, LLC operates in San Bernardino County and employed Plaintiffs and aggrieved
12 employees in San Bernardino County, including but not limited to, at 555 E Orange Show Road,
13 San Bernardino, CA 92408.

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

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

25 8. Plaintiffs are unaware of the true names of Defendants DOES 1 through 100.arsues
26 said defendants by said fictitious names and will amend this complaint when the true names and
27 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
28 by law or by the Court. Plaintiffs is informed and believe that each of the fictitiously named

defendants is in some manner responsible for the events and allegations set forth in this complaint.

9. Plaintiffs make the allegations in this complaint without any admission that, as to any particular allegation, Plaintiffs bears the burden of pleading, proving, or persuading and Plaintiffs reserves all of Plaintiffs' 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 Plaintiffs)

10. Plaintiffs incorporate all paragraphs above as though fully set forth herein.

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

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

13. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiffs, 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 endure to the benefit of the employer.

14. 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.

15. In this case, Plaintiffs 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 Plaintiffs 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

1 not limited to:

2 (a) From January 20, 2022 through the present, requiring Plaintiffs' and other current
3 and former aggrieved California-based hourly non-exempt employees to keep their employer-
4 issued walkie-talkies on their person and to always monitor them during their shift including
5 during off-the-clock meal breaks resulting in Plaintiffs' and other current and former aggrieved
6 California-based hourly non-exempt employees remaining on duty during their off-the-clock meal
breaks without being paid for that time;

7 (b) From January 20, 2022, through the present, requiring Plaintiffs' and other current
8 and former aggrieved California-based hourly non-exempt employees to participate in off-the-
9 clock orientation including a "dry run" of duties to be performed during employment- without
being paid for this time.

10 (c) From January 20, 2022, through the present, requiring Plaintiffs' and other current
11 and former aggrieved California-based hourly non-exempt employees to participate in off-the-
12 clock training video and tutorials; and

13 (d) From January 20, 2022, through the present, Plaintiffs' and other current and
14 former aggrieved California-based hourly non-exempt employees to load the cleaning carts prior
15 to clocking- in for their start shifts.

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

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

28 18. Labor Code sections 510 and 1194 require an employer to compensate employees a

1 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
2 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

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

11 Labor Code section 510.

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

15 (a) From January 20, 2022 through the present, requiring Plaintiffs' and other current
16 and former aggrieved California-based hourly non-exempt employees to keep their employer-
17 issued walkie-talkies on their person and to always monitor them during their shift including
18 during off-the-clock meal breaks resulting in Plaintiffs' and other current and former aggrieved
19 California-based hourly non-exempt employees remaining on duty during their off-the-clock meal
20 breaks without being paid for that time;

21 (b) From January 20, 2022, through the present, requiring Plaintiffs' and other current
22 and former aggrieved California-based hourly non-exempt employees to participate in off-the-
23 clock orientation including a "dry run" of duties to be performed during employment- without
24 being paid for this time;

25 (c) From January 20, 2022, through the present, requiring Plaintiffs' and other current
26 and former aggrieved California-based hourly non-exempt employees to participate in off-the-
27 clock training video and tutorials; and

28 (d) From January 20, 2022, through the present, requiring Plaintiffs' and other current
and former aggrieved California-based hourly non-exempt employees to load the cleaning carts
prior to clocking- in for their start shifts.

20. The foregoing policies, practices, and/or procedures resulted in time during each
workday that Plaintiffs 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 Plaintiffs 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.

21. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiffs 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.

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

24. In this case, Defendants failed to authorize or permit legally required and compliant meal periods to Plaintiffs 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) From January 20, 2022, through the present requiring Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees to keep their employer-issued walkie-talkies on their person and to always monitor them during their shift, including while off-the-clock during meal breaks, resulting in Plaintiffs' and other current and former

1 aggrieved California-based hourly non-exempt employees remaining on duty during their off-the-
2 clock meal breaks.

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

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

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

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

28 29. If the employer fails to authorize or permit a required rest period, the employer
must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday

1 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
2 Wage Orders at § 12.

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

7 (a) From January 20, 2022, through the present requiring Plaintiffs' and other current
8 and former aggrieved California-based hourly non-exempt employees to keep their employer-
9 issued walkie-talkies on their person and to always monitor them during their shift resulting in
Plaintiffs' and other current and former aggrieved California-based hourly non-exempt employees
remaining on duty during their rest breaks.

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

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

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

28 34. As a derivative of Plaintiffs' claims above, Plaintiffs alleges that Defendants failed

1 to timely pay Plaintiffs’ and other current and former aggrieved California-based hourly non-
2 exempt employees’ earned wages (including minimum wages, overtime wages, meal period
3 premium wages, and/or rest period premium wages), in violation of Labor Code section 204.
4 Defendants’ aforementioned policies, practices, and/or procedures resulted in their failure to pay
5 Plaintiffs’ and other current and former aggrieved California-based hourly non-exempt employees’
6 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

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

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

1 hours of resignation (Labor Code section 202).

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

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

11 40. Plaintiffs has complied with the procedures for bringing suit specified in Labor
12 Code section 2699.3. On July 31, 2023, Plaintiffs filed a PAGA Claim Notice with the LWDA and
13 provided notice to Defendants by certified mail which provided notice of the specific provisions of
14 the Labor Code alleged to have been violated, including the facts and theories to support the
15 violations alleged.

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

21 42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs is entitled to recover
22 civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7,
23 510, 512, 1194, and 1197, During Plaintiffs' employment and continuing through the present,
24 preceding Plaintiffs sending the initial PAGA Claim Notice to the LWDA to the present, in the
25 following amounts:

26 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, and 512;
27 one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation
28 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent

violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred 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, 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 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].

43. Pursuant to Labor Code section 2699(g), Plaintiffs are entitled to an award of reasonable attorneys' fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, ON BEHALF OF THEMSELVES 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 Plaintiffs 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: November 9, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

Vincent C. Granberry
By: _____
Joseph Lavi, Esq.
N. Nick Ebrahimian, Esq.
Vincent C. Granberry, Esq.
Alan A. Wilcox, Esq.
Melanie S. Rodriguez, Esq.
Attorneys for Plaintiffs
JUSTIN LALIBERTE and ASHLEY MARIE
LEWIS
on behalf of themselves and current and
former aggrieved employees