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10
11 **SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 MAURICIO GUADALUPE ARGUETA DIAZ,
14 an individual, on behalf of himself, other
15 aggrieved employees, and the State of California,

16 Plaintiff,

17 vs.

18 TCI ENVIRONMENTAL SERVICES, INC.;
19 and DOES 1 through 50, inclusive,

20 Defendants.
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Case No. **23STCV23044**

PAGA ACTION

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (CAL. LAB. CODE §§ 2698, ET
SEQ.)**

1 Plaintiff MAURICIO GUADALUPE ARGUETA DIAZ (“Plaintiff”), individually and on
2 behalf of other aggrieved employees and the State of California, hereby brings this Complaint
3 (“Complaint”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), California Labor
4 Code Sections 2698, *et seq.*, against Defendants TCI ENVIRONMENTAL SERVICES, INC. and
5 DOES 1 through 50, inclusive (collectively “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
8 brought by Plaintiff on behalf of all current and former employees of Defendants employed in
9 California during the PAGA Period (collectively the “Aggrieved Employees”). The term PAGA
10 Period is defined as one (1) year prior to the submission of Plaintiff’s notice of Labor Code violations
11 to the Labor and Workforce Development Agency (“LWDA”) and certified mail to Defendants until
12 resolution.

13 2. Plaintiff is informed and believes, and thereon alleges, that Defendant TCI
14 ENVIRONMENTAL SERVICES, INC. is in the business of providing intrastate transportation
15 services delivering waste within California.

16 3. Plaintiff and Aggrieved Employees were employed by Defendants and performed work
17 for Defendants throughout California.

18 4. Through this action, Plaintiff is alleging that Defendants have engaged in a systematic
19 pattern of wage and hour violations under the California Labor Code (“Labor Code”).

20 5. Plaintiff is informed and believes, and thereon alleges, that during the PAGA Period,
21 Defendants had a consistent policy of violating state wage and hour laws by, among other things:
22 failing to pay all wages at the proper rates of pay (including sick pay, vacation pay, minimum, regular,
23 overtime, and double time wages), failing to provide meal and rest periods or compensation in lieu
24 thereof, failing to timely pay all wages due upon separation of employment, failing to provide accurate
25 itemized wage statements, failing to maintain accurate records of hours worked, and failing to
26 reimburse business expenses.

27 6. Plaintiff’s representative PAGA action is brought under, *inter alia*, the California
28 Industrial Welfare Commission (“IWC”) Wage Orders and applicable provisions of the California

1 Code of Regulations, California Code of Civil Procedure Section 1021.5, and California Labor Code
2 Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
3 1197.1, 1198, 2800, and 2802.

4 7. Plaintiff brings this representative action seeking monetary relief against Defendants
5 on behalf of himself and other Aggrieved Employees to recover, among other things, penalties,
6 attorneys' fees, and costs pursuant to Labor Code Sections 2698, *et seq.*

7 **JURISDICTION AND VENUE**

8 8. This Court has jurisdiction over all causes of action asserted herein pursuant to the
9 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction
10 in all cases except those given to other trial courts. All claims alleged herein arise under California
11 law for which Plaintiff seeks relief authorized by California law. Further, this is a representative
12 PAGA action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiff
13 exceeds the minimal jurisdictional limits of the Superior Court and will be established according to
14 proof at trial.

15 9. This Court has jurisdiction over all Defendants because each Defendant is a citizen of
16 California, a corporation or association organized under the laws of the State of California, an
17 association authorized to do business in California and registered with the California Secretary of
18 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
19 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing
20 and distribution of its products and/or services in California to render the exercise of jurisdiction by
21 the California courts permissible. In addition, PAGA penalties cannot be aggregated to meet the
22 jurisdictional threshold for diversity jurisdiction in federal court.

23 10. Venue in Los Angeles County is proper under California Business & Professions Code
24 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
25 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
26 had and have ongoing projects in this County, Defendants conduct substantial business in this County,
27 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
28 offices, and/or have an agent or agents in this county. The relief requested is within the jurisdiction

1 of this Court.

2 **PARTIES**

3 11. Plaintiff is a California citizen and resides in Los Angeles County, California.
4 Defendants employed Plaintiff as a non-exempt hourly employee during the PAGA Period and
5 Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.
6 Plaintiff's job duties included, but were not limited to, driving trucks to and from jobsites to pick up
7 and deliver trash/waste within California.

8 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times, Defendant
9 TCI Environmental Services, Inc. ("TCI") was and is a California corporation doing business in the
10 State of California. TCI is in the business of providing intrastate transportation services delivering
11 waste within California with its principal place of business in Los Angeles County. TCI regularly
12 conducts business within the State of California and derives substantial revenues from services
13 performed in California. TCI is, and at all relevant times was, an employer subject to California state
14 wage and hour laws. Plaintiff is informed, believes, and thereon alleges that the practices and policies
15 of TCI that are complained of by way of this Complaint were implemented during the PAGA Period.

16 13. Defendants continue to employ non-exempt employees within California.

17 14. Plaintiff is unaware of the true names and capacities of those Defendants identified as
18 DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Plaintiff is informed,
19 believes and thereon alleges that at all relevant times each DOE Defendant was a parent, sister, or
20 related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related
21 entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff
22 will seek to amend this Complaint to allege the true names and capacities of each DOE Defendant
23 when their names have been ascertained and identified. Plaintiff is informed, believes and thereon
24 alleges that each of the Defendants sued as DOES 1 through 50 participated in, received the benefit
25 of, or was in some way responsible for one or more of the wrongful acts and omissions and some
26 portion of the damages alleged herein.

27 15. Plaintiff is informed, believes and thereon alleges that at all times material hereto, each
28 Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out

1 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
2 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the
3 employer and/or joint employer of Plaintiff and the Aggrieved Employees.

4 16. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of them,
5 at all times material hereto, were the joint employers, parent companies, successor companies,
6 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,
7 representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless
8 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
9 the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages as herein
10 alleged.

11 17. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
12 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
13 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
14 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
15 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out
16 their business in the business name, exercising complete control and dominance over such business;
17 (2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices
18 to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were
19 without the financial solvency and responsibility required by law; and (3) that all of the assets of the
20 Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity
21 which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants,
22 leaving Defendants with no assets. Further, Plaintiff is informed, believes and thereon alleges, that
23 there exists a principal-agency relationship between and among Defendants.

24 18. At all relevant times herein, Defendants were agents of each other and acting within
25 the course and scope of their agency.

26 **GENERAL ALLEGATIONS**

27 19. At all relevant times herein, Defendants employed Plaintiff and other persons as non-
28 exempt employees.

1 20. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
2 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
3 knowledgeable about California wage and hour law, employment and personnel practices, and the
4 requirements of California.

5 21. Through this action, Plaintiff alleges Defendants have consistently maintained and
6 enforced against Plaintiff and Aggrieved Employees unlawful employment practices and policies
7 which violate the California Labor Code and IWC Wage Orders.

8 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
9 have known they had a duty to compensate Plaintiff and Aggrieved Employees, and Defendants had
10 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do
11 so all in order to increase Defendants' profits.

12 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
13 have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum, straight
14 time, overtime, and double time wages, and that they were not receiving minimum, straight time,
15 overtime, and double time wages for all work that was required to be performed. During the PAGA
16 Period, Plaintiff and other Aggrieved Employees regularly worked more than eight (8), 10, and/or 12
17 hours per workday, over 40 hours per workweek, and/or over eight (8) hours on the seventh
18 consecutive day of work. In violation of the Labor Code, Defendants failed to include all
19 remunerations such as bonuses and/or other incentive pay when calculating Plaintiff's and Aggrieved
20 Employees' regular rate of pay for purposes of paying overtime, double time, meal and rest premiums,
21 vacation pay, and sick pay. Defendants also failed to pay Plaintiff's and Aggrieved Employees' double
22 time compensation at the correct rate of pay. Plaintiff and other Aggrieved Employees were also
23 required to work off-the-clock without compensation. For example, Defendants required Plaintiff and
24 Aggrieved Employees to clock out for the end of their shifts and attend meetings or create safety
25 videos off-the-clock without compensation. Defendants also required Plaintiff and Aggrieved
26 Employees to clock out during their purported meal periods and continue working off-the-clock
27 without pay. Further, Defendants failed to pay bonuses that were earned by Plaintiff and Aggrieved
28 Employees.

1 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
2 have known that Plaintiff and Aggrieved Employees were entitled to receive a timely, off-duty,
3 uninterrupted 30-minute meal period for every five (5) hours of work, or payment of one (1) additional
4 hour of pay at their regular rate of pay when they did not receive a compliant meal period. In violation
5 of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved Employees did not receive
6 compliant meal periods due to Defendants' workload and understaffing. Specifically, Plaintiff and
7 other Aggrieved Employees regularly had their meal periods shortened, interrupted, late, restricted to
8 the worksite, and/or missed altogether due to Defendants' policy and practice of prioritizing work
9 demands over taking compliant meal breaks and failing to implement a compliant meal period policy
10 and practice. Instead of providing compliant meal periods, Defendants prioritized timely deliveries
11 and would take adverse employment actions against Plaintiff and Aggrieved Employees for late
12 deliveries or if they complained regarding meal period violations. Consequently, in order to complete
13 their deliveries, Plaintiff and Aggrieved Employees regularly worked through their meal periods.
14 Defendants also failed to provide second meal periods when Plaintiff and other Aggrieved Employees
15 worked over 10 hours. Defendants also failed to pay Plaintiff and Aggrieved Employees one (1)
16 additional hour of pay at their regular rate of pay when Plaintiff and Aggrieved Employees did not
17 receive a compliant meal period.

18 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
19 have known that Plaintiff and Aggrieved Employees were entitled to receive a 10-minute, off-duty,
20 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one
21 additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
22 rest period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved Employees
23 were not permitted to take compliant rest breaks due to Defendants' understaffing and busy workload
24 as explained above. Specifically, Plaintiff and other Aggrieved Employees regularly had their rest
25 breaks shortened, interrupted, restricted to the worksite, and/or missed altogether due to Defendants'
26 policy and practice of prioritizing work demands over taking compliant breaks and failing to
27 implement a compliant rest break policy and practice as explained above. Indeed, Defendants would
28 prohibit Plaintiff and Aggrieved Employees from taking a rest break and yell at them if they took a

1 rest break. Further, Plaintiff's complaints regarding rest break violations were ignored or met with
2 criticism. Defendants also failed to adopt and implement a policy and practice of providing third rest
3 breaks when Plaintiff and other Aggrieved Employees worked over 10 hours. Despite these violations,
4 Defendants failed to pay Plaintiff and Aggrieved Employees one additional hour of pay at their regular
5 rate of pay when they did not receive a compliant rest break.

6 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
7 have known that Plaintiff and Aggrieved Employees were entitled to reimbursements for their
8 necessary work-related business expenses. In violation of the Labor Code and IWC Wage Orders,
9 Defendants required Plaintiff and other Aggrieved Employees to use their personal cell phones and
10 data plans to perform their job duties without adequate reimbursement. In addition, Plaintiff and other
11 Aggrieved Employees were required to purchase specialized boots, gloves, safety goggles, and other
12 equipment without reimbursement.

13 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
14 have known that Plaintiff and Aggrieved Employees who separated from their employment with
15 Defendants during the statutory period were entitled to timely payment of all wages due. In violation
16 of the Labor Code, Plaintiff and Waiting Time Aggrieved Employees did not receive payment of all
17 wages owed upon separation within the permissible time period due to, *inter alia*, Defendants' failure
18 to pay all wages including vacation pay, meal and rest period premiums, and reimburse expenses to
19 Plaintiff and Aggrieved Employees.

20 28. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
21 have known that Plaintiff and Aggrieved Employees were entitled to receive complete and accurate
22 wage statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved
23 Employees were not furnished with complete and accurate wage statements that show all of the
24 information required by Labor Code section 226, including, but not limited to, the gross and net wages
25 earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the
26 corresponding number of hours worked at each hourly rate.

27 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
28 have known that Defendants were required to keep accurate records of the hours worked by Plaintiff

1 and Aggrieved Employees. In violation of the California Labor Code, Defendants failed to maintain
2 accurate records of hours worked by Plaintiff and Aggrieved Employees due to the unlawful practices
3 mentioned above.

4 30. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
5 described throughout this Complaint were willful.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

8 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

9 **(Against All Defendants)**

10 31. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
11 fully set forth herein.

12 32. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
13 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
14 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
15 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
16 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

17 33. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
18 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
19 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
20 after 65 days have passed without notice from the LWDA.

21 34. Plaintiff gave written notice of the specified provisions alleged to have been violated,
22 including the facts and theories to support the alleged violations, as required by Labor Code Section
23 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by
24 electronically filing the notice via the Department of Industrial Relations' website. More than 65 days
25 have passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA.
26 Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code Section 2699.3
27 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
28 Aggrieved Employees under PAGA.

1 35. For all provisions of the Labor Code except those for which a civil penalty is
2 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
3 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
4 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
5 Defendants violated these provisions of the Labor Code.

6 36. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
7 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections
8 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 20
9 6, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
10 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
11 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
12 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section
13 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
14 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
15 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
16 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1,
17 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
18 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,
19 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
20 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of
21 Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929,
22 and Sections 3073.6, 6310, 6311, and 6399.7.

23 37. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
24 of an employer who violates, or causes to be violated, a section of this chapter or any provision
25 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
26 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
27 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
28 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the

1 employee was underpaid.”

2 38. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
3 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
4 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
5 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
6 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
7 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
8 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
9 the employee is underpaid regardless of whether the initial violation is intentionally committed.

10 39. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
11 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
12 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
13 violation in a subsequent citation, for which the employer fails to provide the employee a wage
14 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
15 penalties provided for in this section are in addition to any other penalty provided by law.”

16 40. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
17 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
18 to employees.

19 41. Defendants’ conduct with respect to Plaintiff and the other Aggrieved Employees
20 violates numerous Labor Code Sections including, but not limited to, the following:

21 (a) Violation of Labor Code Sections 201-204, 206, 210, 227.3, 246, 510, 558,
22 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including sick pay, vacation
23 pay, minimum, regular, overtime, and double time wages) owed to Plaintiff and other Aggrieved
24 Employees during employment and upon separation of employment as herein alleged;

25 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
26 periods to Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed meal
27 periods as herein alleged;

28 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to

1 Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed rest periods as
2 herein alleged;

3 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
4 itemized wage statements to Plaintiff and other Aggrieved Employees as herein alleged;

5 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
6 accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein
7 alleged; and

8 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
9 business expenses to Plaintiff and other Aggrieved Employees as herein alleged.

10 42. As set forth above, Defendants have violated numerous provisions of the Labor Code
11 regulating hours and days of work as well as the IWC Wage Orders.

12 43. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators
13 and had one or more of the alleged violations committed against him, and therefore is properly suited
14 to represent the interests of all other Aggrieved Employees.

15 44. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
16 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
17 above.

18 45. For bringing this action, Plaintiff is also entitled to attorney’s fees and costs incurred
19 herein.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of
22 California, prays for judgment and the following specific relief against Defendants, jointly and
23 severally, as follows:

24 1. For civil penalties against Defendants on behalf of all Aggrieved Employees pursuant
25 to Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

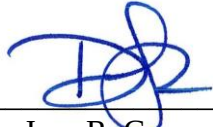
26 2. For reasonable attorneys’ fees and costs of suit to the extent permitted by law, including
27 pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of Civil Procedure
28 Section 1021.5; and

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3. For such other relief as the Court deems just and proper.

Dated: September 22, 2023

JOSE GARAY, APLC &
LAW OFFICE OF DANIEL J. HYUN

By:  _____
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Daniel J. Hyun
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ARGUETA DIAZ