

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Aaron D. Boal, Esq. (SBN 327005)
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
vgranberry@lelawfirm.com
aboal@lelawfirm.com
WHT3@lelawfirm.com

E-FILED
10/13/2023 3:24 PM
Superior Court of California
County of Fresno
By: Y. Morales, Deputy

Attorneys for Plaintiff FRANCISCO HAROLDO MELENDEZ, JR.,
on behalf of himself and current and former aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

FRANCISCO HAROLDO MELENDEZ, JR., on
behalf of himself and current and former
aggrieved employees

Plaintiff,

vs.

AMERIHOM MORTGAGE COMPANY,
LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **23CECG04332**

PAGA ACTION

**PLAINTIFF FRANCISCO HAROLDO
MELENDEZ, JR.'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 FRANCISCO HAROLDO MELENDEZ, JR. ("Plaintiff"), who
alleges and complains against Defendants AMERIHOM MORTGAGE COMPANY, 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 Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all

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

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to Fresno County, at 4154 West Fremont Avenue, Fresno,
20 California, 93722.

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

25 **III. PARTIES**

26 4. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of himself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will
2 work for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
4 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
5 employed by Defendants in an hourly position at Defendants' location in Fresno from
6 approximately March 26, 2021, until on or about October 31, 2022.

7 5. Plaintiff is informed and believes and thereon alleges that Defendant
8 AMERIHOM MORTGAGE COMPANY, LLC is authorized to do business within the State of
9 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
10 and at all times relevant hereto were persons acting on behalf of Defendant AMERIHOM
11 MORTGAGE COMPANY, LLC in the establishment of, or ratification of, the aforementioned
12 illegal wage and hour practices or policies. Defendant AMERIHOM MORTGAGE COMPANY,
13 LLC operates in Fresno County and employed Plaintiff and aggrieved employees in Fresno
14 County, including but not limited to, at 4154 West Fremont Avenue, Fresno, California, 93722

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

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

26 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
27 sues said defendants by said fictitious names, and will amend this complaint when the true names
28 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as

1 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
2 named defendants is in some manner responsible for the events and allegations set forth in this
3 complaint.

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

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

12 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
13 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 1194,
14 1197, the applicable Wage Orders.

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

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

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

26 15. In this case, Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
28 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:

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in California to set up their employer-provided computer system;

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees who worked remotely in California to:

- i. Boot up their computers;
- ii. Wait for their computers to load;
- iii. Once loaded, enter their credentials to log into Defendants' computer system;
- iv. Once logged in, request and wait to receive a 2-factor authentication code from Defendants' computer system on their personal cell phone using an application Defendants required them to download;
- v. Once received, use the code to log into Defendants' computer system;
- vi. Once logged into Defendants' computer system launch the timekeeping application and wait for it to load; and
- vii. Log into the timekeeping application to clock in for the start of their shift.

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

17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:** 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,"

1 which includes all time that an employee is under control of the employer and all time the
2 employee is suffered and permitted to work. This includes the time an employee spends, either
3 directly or indirectly, performing services that inure to the benefit of the employer.’

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

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

15 Labor Code section 510.

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

19 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees who worked remotely in California to set up their
21 employer-provided computer system;

22 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
23 non-exempt employees who worked remotely in California to:

- 24 i. Boot up their computers;
- 25 ii. Wait for their computers to load;
- 26 iii. Once loaded, enter their credentials to log into Defendants’ computer
27 system;
- 28 iv. Once logged in, request and wait to receive a 2-factor authentication code
from Defendants’ computer system on their personal cell phone using an
application Defendants required them to download;
- v. Once received, use the code to log into Defendants’ computer system;

vi. Once logged into Defendants' computer system launch the timekeeping application and wait for it to load; and

vii. Log into the timekeeping application to clock in for the start of their shift.

20. Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

21. In this case, Plaintiff alleges that when he and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay them overtime wages at the proper overtime rate of pay due to Defendants' failure to include all remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as "AMH Annual Bonus," for example, when calculating Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

22. 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.

23. **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.

24. 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 Order 4 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.

25. 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 Order 4 at §11.

26. 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.

27. 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 section 226.7.

28. Finally, on occasions when Defendants paid Plaintiff and other current and former aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1) additional hour of pay at Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of compensation. Specifically, Defendants maintained

1 a policy, practice, and/or procedure of failing to include all remuneration such as “AMH Annual
2 Bonus,” for example, when calculating Plaintiff’s and other current and former aggrieved
3 California-based hourly non-exempt employees’ regular rate of compensation for the purpose of
4 paying meal period premium wages.

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

9 30. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
10 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees accrued paid sick time.

12 31. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
13 who...works in California for the same employer for 30 or more days within a year from the
14 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
15 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
16 beginning at the commencement of employment. Labor Code section 246(b).

17 32. Here, Plaintiff and other current and former aggrieved California-based hourly non-
18 exempt employees were employed by Defendants for 30 or more days and were entitled to paid
19 sick days. Also, Plaintiff and other current and former aggrieved California-based hourly non-
20 exempt employees began accruing paid sick days since the beginning of each of their respective
21 employment with Defendants.

22 33. Labor Code section 246, subdivision (l), provides that an employer shall calculate
23 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
24 workweek in which the employee elected to use paid sick time. “The regular rate at which an
25 employee is employed shall be deemed to include all remuneration for employment paid to, or on
26 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
27 and Interpretations Manual, Section 49.1.2.

28 34. In this case, Plaintiff alleges that when he and other current and former aggrieved

1 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
2 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
3 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
4 policy, practice, and/or procedure of failing to include all remuneration such as "AMH Annual
5 Bonus," for example when calculating Plaintiff's and other current and former aggrieved
6 California-based hourly non-exempt employees' regular rate of pay for the purpose of calculating
7 and paying sick time.

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

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

25 **37. Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
27 employee his or her wages, the employer must "furnish each of his or her employees ... an
28 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the

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

10 38. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, overtime wages to the proper rate, meal
13 period premium wages, and/or meal period premium wages at the proper rate), rendered
14 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’
15 wage statements inaccurate, in violation of Labor Code section 226.

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

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

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

1 Labor Code section 2699.3.

2 42. Plaintiff has complied with the procedures for bringing suit specified in Labor
3 Code section 2699.3. On August 8, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
4 and provided notice to Defendants by certified mail which provided notice of the specific
5 provisions of the Labor Code alleged to have been violated, including the facts and theories to
6 support the violations alleged.

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

12 44. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
13 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 246,
14 510, 512, 1194, and 1197, During Plaintiff's employment and continuing through the present,
15 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
16 following amounts:

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

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

25 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
26 employee for each pay period for the initial violation, and for each subsequent violation, one
27 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
28 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].

45. 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 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

Dated: October 13, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Aaron D. Boal, Esq.
Attorneys for Plaintiff
FRANCISCO HAROLDO MELENDEZ, JR.
on behalf of himself and current and former
aggrieved employees