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Attorneys for Plaintiff MARCO A. LOPEZ,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARCO A. LOPEZ, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

EMERALD SOCAL, LLC; EMERALD
TEXTILE SERVICES, SAN DIEGO LLC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **26STCV22746**

PAGA ACTION

**PLAINTIFF MARCO A. LOPEZ'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff MARCO A. LOPEZ ("Plaintiff"), who alleges and complains
against Defendants EMERALD SOCAL, LLC; EMERALD TEXTILE SERVICES, SAN DIEGO
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 hours worked at minimum wage; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties in the form of continuation wages for failure to timely pay employees all wages due upon separation of employment. Plaintiff experienced these violations personally, as well as is informed and believes other aggrieved employees did as well. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Los Angeles County, at 300 E Commercial St, Pomona, CA 91767.

III. PARTIES

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

1 Defendants in an hourly position at Defendants' location in Los Angeles from in or around July 14,
2 2023, until on or about April 27, 2026.

3 4. Plaintiff is informed and believes and thereon alleges that Defendant EMERALD
4 SOCAL, LLC is authorized to do business within the State of California and is doing business in
5 the State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were
6 persons acting on behalf of Defendant EMERALD SOCAL, LLC in the establishment of, or
7 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
8 EMERALD SOCAL, LLC operates in Los Angeles County and employed Plaintiff and aggrieved
9 employees in Los Angeles County, including but not limited to, at 300 E Commercial St, Pomona,
10 CA 91767.

11 5. Plaintiff is informed and believes and thereon alleges that Defendant EMERALD
12 TEXTILE SERVICES, SAN DIEGO LLC is authorized to do business within the State of California
13 and is doing business in the State of California and/or that Defendants DOES 34-66 are, and at all
14 times relevant hereto were persons acting on behalf of Defendant EMERALD TEXTILE
15 SERVICES, SAN DIEGO LLC in the establishment of, or ratification of, the aforementioned illegal
16 wage and hour practices or policies. Defendant EMERALD TEXTILE SERVICES, SAN DIEGO
17 LLC operates in Los Angeles County and employed Plaintiff and aggrieved employees in Los
18 Angeles County, including but not limited to, at 300 E Commercial St, Pomona, CA 91767.

19 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
20 through 66 are corporations, or are other business entities or organizations of a nature unknown to
21 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
22 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
23 conditions of employment of Plaintiff and aggrieved employees.

24 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
25 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
26 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
27 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
28 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the

1 Industrial Welfare Commission's wage orders regulating hours and days of work.

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

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

11 **FIRST CAUSE OF ACTION**

12 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
13 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

17 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
18 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 223, 226, 226.7, 512, 1194, 1197,
19 6401.7, 6401.9, and the applicable Wage Orders.

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

22 13. **Failure to pay wages for all hours worked at the legal minimum wage:**
23 Defendants employed many of their employees, including Plaintiff, 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 employee
26 is suffered and permitted to work. This includes the time an employee spends, either directly or
27 indirectly, performing services which inure to the benefit of the employer.

28 14. Labor Code sections 1194 and 1197 require an employer to compensate employees

1 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
2 Wage Orders.

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

9 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
10 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees were
12 required to keep their employer-issued radio on them at all times during their shift to monitor and
13 respond to calls from Defendant’s management regarding work related calls. Specifically,
14 Defendant’s supervisor, William Urena, instructed Plaintiff and other aggrieved employees not to
15 take their breaks and keep their radios on at all times pursuant to a company policy and/or practice
16 of responding to work related calls at all times.

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

23 17. Plaintiff is further informed and believes, and based thereon alleges, that Defendant’s
24 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
25 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 18. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
28 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
2 shifts of more than ten (10) hours in length.

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

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

18 21. In this case, Defendants failed to authorize or permit legally required and compliant
19 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
20 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
21 limited to:

22 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
23 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
24 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
25 based hourly non-exempt employees work shifts over ten (10) hours.

26 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
27 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees were

1 required to keep their employer-issued radio on them at all times during their shift to monitor and
2 respond to calls from Defendant's management. Specifically, Defendant's supervisor, William
3 Urena, instructed Plaintiff and other aggrieved employees not to take their breaks and keep their
4 radios on at all times pursuant to a company policy and/or practice of responding to work related
5 calls at all times.

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

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

15 24. Plaintiff is further informed and believes, and based thereon alleges, that Defendant's
16 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
17 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

22 26. California law requires every employer to authorize and permit an employee a rest
23 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
24 section 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10 minutes'
25 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
26 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
27 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7;
28 Wage Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period.

1 Wage Order 4 at §12. Additionally, the rest period requirement ““obligates employers to permit –
2 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*
3 (2016) 2 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
4 duties and relinquish control over how employees spend their time. *Id.*

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

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

13 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
14 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
15 or major fraction thereof, due to workload and understaffing.

16 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees to remain on-duty during their rest breaks because Plaintiff and other current
18 and former aggrieved California-based hourly non-exempt employees were required to keep their
19 employer-issued radio on them at all times during their shift to monitor and respond to calls from
20 Defendant’s management. Specifically, Defendant’s supervisor, William Urena, instructed Plaintiff
21 and other aggrieved employees not to take their breaks and keep their radios on at all times pursuant
22 to a company policy and/or practice of responding to work related calls at all times.

23 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net
25 minutes on each workday that Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees work shifts over ten (10) hours.

27 29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
2 they did not receive legally required and compliant rest periods, in violation of Labor Code section
3 226.7.

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

8 31. Plaintiff is further informed and believes, and based thereon alleges, that Defendant's
9 conduct above that gave rise to such violations was malicious, fraudulent, or oppressive. Defendant
10 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

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

27 34. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
28 Defendant would further be liable for civil penalties pursuant to Labor Code section

1 2699(f)(2)(B)(ii).

2 **35. Secret payment of lower wages than designated by statute:** Labor Code section
3 223 provides that, where any statute or contract requires an employer to maintain the designated
4 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
5 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
6 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
7 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
8 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
9 Code section 1198, the Defendant secretly paid a lower wage than designated by statute while
10 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

11 36. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
12 Defendant would further be liable for civil penalties pursuant to Labor Code section
13 2699(f)(2)(B)(ii).

14 **37. Failure to Establish, Implement, and Maintain a Workplace Violence and**
15 **Injury Prevention Program in Compliance with Labor Code Sections 6401.7 and 6401.9:**
16 California Labor Code Section 6401.7 requires every employer to establish, implement, and
17 maintain an effective injury prevention program. California Labor Code Section 6401.9 requires
18 California employers to adopt a comprehensive Workplace Violence Prevention Plan (WVPP), train
19 employees on workplace violence, log safety incidents, and conduct periodic inspections to evaluate
20 workplace violence hazards.

21 Plaintiff alleges that Defendant did not comply with Defendant's responsibilities and duties
22 under Labor Code sections 6401.7 and 6401.9. Plaintiff is informed and believes and thereon alleges
23 that Defendant (1) failed to establish, implement, and maintain an effective injury prevention
24 program; (2) failed to adopt a compliant Workplace Violence Prevention Plan; (3); failed to train
25 Employee and other aggrieved California-based hourly non-exempt employees in workplace
26 violence and injury prevention; (4) failed to log safety incidents; and (5) failed to conduct compliant
27 periodic inspections. Plaintiff believes these failures were willful and intentional. Plaintiff also
28 believes these failures were malicious, fraudulent, or oppressive. Defendant would further be liable

1 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

15 39. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees all wages
17 earned (including minimum wages, meal period premium wages, and/or rest period premium wages)
18 rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt
19 employees’ wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

20 40. Plaintiff believes these failures were willful and intentional.

21 41. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
22 Defendant would further be liable for civil penalties pursuant to Labor Code section
23 2699(f)(2)(B)(ii).

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

28 43. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay

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

5 44. Plaintiff believes these failures were willful and intentional.

6 45. Plaintiff also believes these failures were malicious, fraudulent, or oppressive.
7 Employer would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

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

13 47. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
14 section 2699.3. On May 5, 2026, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
15 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
16 Code alleged to have been violated, including the facts and theories to support the violations alleged.

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

22 49. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
23 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
24 512, 1194, 6401.7 and 6401.9: During Plaintiff's employment and continuing through the present,
25 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
26 following amounts:

27 a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; one
28 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two

1 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
2 [penalty amounts established by Labor Code section 2699(f)(2)].

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

7 c. For violations of Labor Code section 512, fifty dollars (\$50) for each
8 employee for each pay period for the initial violation, and for each subsequent violation, one
9 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
10 established by Labor Code section 558].

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

16 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
17 each failure to pay each employee in any initial violation, and for each subsequent violation, or any
18 willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
19 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
20 section 225.5].

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

23 **PRAYER FOR RELIEF**

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

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

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

1 2. For any and all legally applicable penalties during the relevant statute of limitations
2 subject to any permissible tolling, including but not limited to those recoverable under the California
3 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

8
9 Dated: July 15, 2026

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

10
11 By: /s/ Jovahn M. Wiggins
12 _____
13 Joseph Lavi, Esq.
14 Vincent C. Granberry, Esq.
15 Jeffrey D. Klein, Esq.
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17 Attorneys for Plaintiff
18 MARCO A. LOPEZ,
19 on behalf of himself and current and former
20 aggrieved employees
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