

FALAKASSA LAW, P.C.

Joshua S. Falakassa, CA Bar No. 295045

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq., CA Bar No. 285256

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiff, on behalf of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DAVID AVILA, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

BEHR PROCESS CORPORATION, a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 30-2023-01366549-CU-OE-CXC

FIRST AMENDED COMPLAINT FOR:

**CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

Assigned for All Purposes
Judge William Claster
Dept. CX101

1 Plaintiff David Avila (“Plaintiff”), on behalf of the State of California, hereby brings this
2 PAGA Representative Action Complaint against defendants Behr Process Corporation and DOES 1
3 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendants supply architectural paint and exterior wood care products across the
6 United States and California, including interior paints, primers, wood stains, finishes, strippers,
7 cleaners, floor coatings, sealers, and specialty paints.

8 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
9 California against Defendants for alleged violations of the California Labor Code and applicable
10 Wage Orders of the IWC. Plaintiff does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699.**

12 3. As set forth below, Plaintiff alleges that Defendants failed to pay for all hours worked
13 due to its failure to pay for all time worked off the clock. Plaintiff further alleges that Defendants
14 failed to pay all overtime compensation and sick pay wages at the proper legal rates by failing to
15 calculate the “regular rate of pay properly.” Moreover, Plaintiff alleges that Defendants’ meal and
16 rest period policies and practices failed to allow and permit non-exempt employees to take all
17 compliant and timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu
18 thereof. Plaintiff further alleges that Defendants failed to provide non-exempt employees with
19 accurate written itemized wage statements in violation of Labor Code § 226(a), failed to reimburse
20 business expenses, failed to pay all wages on time, and failed to timely pay all final wages upon
21 separation of employment in violation of Labor Code §§ 201-203.

22 **JURISDICTION**

23 4. This is a representative action brought pursuant to Labor Code § 2698 *et seq.* on
24 behalf of the State of California and the group of aggrieved employees defined as follows: “All
25 individuals who are or were employed as hourly, non-exempt employees by Defendants, or their
26 predecessors or merged entities, in the State of California from December 8, 2022, and continuing to
27 the present (“aggrieved employees).”
28

5. Plaintiff, on behalf of the State of California, brings this representative action pursuant to Labor Code § 2698, *et seq.* seeking penalties for Defendants' violation of California Labor Code §§ 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and all applicable IWC Wage Orders.

6. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved employees within the meaning of Labor Code §2698, *et seq.*

7. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California or otherwise intentionally avail themselves to the State of California to render the exercise of jurisdiction over them by California courts consistent with the traditional notions of fair play and substantial justice.

VENUE

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County of Orange. Defendants own and maintain offices, transact business, have an agent or agents within the County of Orange, and/or otherwise are found within the County of Orange. Defendants are within this Court's jurisdiction for service of process.

9. In determining the proper venue for a PAGA Action, a Plaintiff is not limited to the county/counties in which he or she suffered Labor Code violations but may file suit in any county where an allegedly aggrieved employee suffered a Labor Code violation. (*See Crestwood Behavioral Health v. Superior Court* (2021) 60 Cal.App.5th 1069.

PARTIES

10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

11. Plaintiff is informed and believes and thereon alleges that Defendant Behr Process Corporation is a California corporation authorized to do business in California and is and/or was the legal employer of Plaintiff and the aggrieved employees during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to him by California Labor Code §§ 201-204, 210, 226(a),

1 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and applicable
2 Wage Orders.

3 12. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times
4 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
5 do) business in the State of California, County of Orange.

6 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
7 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
8 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
10 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
11 corporate, were responsible in some manner for the acts and omissions alleged herein, and
12 proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful employment
13 practices alleged herein.

14 14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
15 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees. At all times
16 herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to
17 have been done by the named Defendants.

18 15. Furthermore, the Defendants, and each of them, were the agents, servants, and
19 employees of each and every one of the other Defendants, as well as the agents of all Defendants, and
20 at all times herein mentioned, were acting within the course and scope of said agency and
21 employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each
22 and every one of the acts or omissions complained of herein.

23 16. At all times mentioned herein, Defendants, and each of them, were members of and
24 engaged in a joint venture, partnership, and common enterprise and acting within the course and
25 scope of and in pursuance of said joint venture, partnership, and common enterprise.

26 17. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of
27 Plaintiff and the aggrieved employees.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 18. Defendants supply architectural paint and exterior wood care products nationwide and
3 across California, including interior paints, primers, wood stains, finishes, strippers, cleaners, floor
4 coatings, sealers, and specialty paints.

5 19. Plaintiff was employed by Defendants as a non-exempt employee with the title of
6 “Maintenance Mechanic” beginning on January 3, 2023, until his separation from employment on
7 November 20, 2023. Plaintiff worked for Defendants out of its Santa Ana, California locations.

8 20. Plaintiff and other non-exempt employees (including, but not limited to, Inventory
9 Control Manager, Quality Technician, Receiving Operator, Machine Operator, and all other non-
10 exempt positions) were responsible for all aspects of Defendants’ business in California. However,
11 in these roles, Plaintiff and non-exempt employees were often not afforded all protections and rights
12 conferred under the California Labor Code and applicable wage orders.

13 21. At all relevant times, Plaintiff and other non-exempt employees regularly worked
14 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
15 Plaintiff alleges that other non-exempt hourly employees were also subjected to the same policies,
16 procedures, practices, working conditions, and corresponding wage and hour violations to which he
17 was subjected during his employment.

18 22. First, at all relevant times, Plaintiff and other non-exempt employees were required to
19 don Personal Protective Equipment (“PPE”) all before clocking in and starting their shifts. Likewise,
20 non-exempt employees were required to remove PPE after clocking out at the end of their scheduled
21 shifts. These mandated procedures occurred before employees clocked in and after clocking out and
22 resulted in time non-exempt employees not receiving compensation while subject to the control of
23 the Company. Despite being subject to Defendants’ control while donning and doffing PPE, the
24 Company did not provide any compensation for the time it took to complete these processes.

25 23. As a result, at all relevant times, Defendants have consistently failed to accurately
26 record all time worked, including time under which non-exempt employees were under the
27 employer's control. This included a policy and practice of failing to record non-exempt employees'
28 time properly worked, including all time spent working off-the-clock. As a result of this company-

1 wide policy/practice, Plaintiff and other non-exempt employees are not compensated for all the hours
2 that they work and all of the overtime hours they actually work, in violation of Labor Code §§ 204,
3 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders. Defendants have no valid defense to this
4 claim given the California Supreme Court's recent unanimous decision in *Frlekin v. Apple, Inc.*
5 (2020) 8 Cal.5th 1038, which held that employees "must be paid" during security checks since "it is
6 clear that [employees] are subject to [the employer's] control while awaiting, and during, [the] exit
7 searches."

8 24. As a result, over a period of time, Plaintiff and other non-exempt employees were not
9 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
10 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
11 and other non-exempt employees were not properly paid at the correct overtime rate for hours worked
12 in excess of eight hours per shift in violation of Labor Code § 510.

13 25. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
14 by an applicable state or local law or by order of the commission a civil penalty, restitution of wages,
15 and liquidated damages as follows: (1) for any initial violation that is intentionally committed, one
16 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is
17 underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty
18 dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid
19 regardless of whether the initial violation was intentionally committed.

20 26. Labor Code § 510 requires an employer to compensate an employee who works more
21 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
22 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
23 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
24 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
25 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
26 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
27 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
28 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

1 27. Furthermore, at all relevant times, Plaintiff and other non-exempt employees worked
2 regular shifts that lasted longer than 8.0 hours in a workday. This resulted in non-exempt employees
3 regularly working more than 40 hours in a workweek. However, Plaintiff and other non-exempt
4 employees were not properly paid at the correct overtime rate for all overtime hours worked due to
5 Defendants' uniform failure to include all forms of compensation/remuneration, including, but not
6 limited to, commissions, incentives, non-discretionary bonuses, and all other forms of remuneration
7 in calculating the "regular rate of pay" for purposes of overtime compensation.

8 28. Under the California Labor Code (as well as the FLSA), courts have consistently held
9 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
10 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
11 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
12 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
13 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
14 California and federal law on the grounds, that Defendants improperly calculated overtime by
15 excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling*
16 *v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very
17 nature must reflect all payments which the parties have agreed shall be received regularly during the
18 workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an
19 actual fact. Once the parties have decided upon the amount of wages and the mode of payment the
20 determination of the regular rate becomes a matter of mathematical computation, the result of which
21 is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§
22 778.110 ("production bonus") and 778.111 ("piece-rate").

23 29. Labor Code § 510 requires an employer to compensate an employee who works more
24 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
25 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
26 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
27 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
28 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the

1 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
2 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
3 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

4 30. By their policy of requiring Plaintiff and the other non-exempt employees to work in
5 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
6 them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the
7 provisions of Labor Code § 510 and the applicable Wage Orders.

8 31. Furthermore, at all relevant times, Defendants also failed in its obligation to provide
9 Plaintiff and other non-exempt employees the legally required paid sick days at the legal rate pursuant
10 to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works
11 in California for the same employer for 30 or more days within a year from the commencement of
12 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
13 worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid
14 sick time for non-exempt employees must be "calculated in the same manner as the regular rate of
15 pay for the workweek in which the employee uses paid sick time, whether or not the employee
16 actually works overtime in that workweek."

17 32. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated
18 by dividing the employee's total wages, not including overtime premium pay, by the employee's total
19 hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i)
20 requires employers to "provide an employee with written notice that sets forth the amount of paid
21 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
22 the employee's itemized wage statement described in Section 226 or in a separate writing provided
23 on the designated pay date with the employee's payment of wages."

24 33. Here, at all relevant times, Defendants failed in its obligation to provide Plaintiff and
25 other non-exempt employees the legally required paid sick days at the legal rate, including all forms
26 of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendants paid sick time below
27 "regular rate of pay" as required by Labor Code §§ 246(l) (1-2).

1 34. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
2 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
3 Defendants' uniform meal period policies/practices, operational requirements, and work demands,
4 Plaintiff and other non-exempt employees were often unable to take timely and uninterrupted net 30-
5 minute first meal periods before the end of the fifth hour of work.

6 35. Further, when Plaintiff and other non-exempt employees worked more than 10.0 hours
7 in a shift, they were not allowed and permitted to take a mandated second meal period before the end
8 of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Plaintiff
9 and other non-exempt employees' meal periods were often interrupted and lasted fewer than 30
10 minutes due to Defendants' meal period policies/procedures, operational requirements and work
11 demands.

12 36. In addition, for each missed or non-compliant meal period, Defendants failed and
13 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
14 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
15 5th 858 and Labor Code § 226.7.

16 37. Accordingly, due to Defendants' uniform meal period practices, non-exempt
17 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
18 226.7, 510, 516, and applicable Wage Orders.

19 38. Next, at all relevant times, Plaintiff and other non-exempt employees were not
20 provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due
21 to Defendants' uniform rest period policies/practices, operational requirements, and work demands.
22 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
23 minute duty free rest periods for every major fraction of four hours worked. This includes a second
24 rest period for shifts in excess of six hours, and a third rest period for shifts in excess of 10.0 hours
25 in a workday. Making matters worse, based on information and belief, non-exempt employees were
26 required to remain on-site during rest periods.

27 39. By not relieving all non-exempt employees of all duties during rest periods,
28 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services*,

1 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve
2 employees of all duties and relinquish control over how employees spend their time.”] (Emphasis
3 added). In *Augustus*, the California Supreme Court expressly rejected the employer’s assertion that it
4 could provide an on-duty rest period to employees who worked as security guards and further
5 explained: “that employers [must] relinquish any control over how employees spend their break time
6 and relieve their employees of all duties.” *Id.* at 273. Each time non-exempt employees could not take
7 a compliant rest period, Defendants failed and continue to fail to adequately pay rest period premium
8 payments at the “regular rate of pay” as required by Labor Code § 226.7.

9 40. Accordingly, due to Defendants’ uniform rest period policies/practices, non-exempt
10 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
11 512, and applicable Wage Orders.

12 41. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for
13 all hours they were subject to the control of Defendants, including all minimum and overtime wages,
14 sick pay wages, and Defendants’ failure to adequately pay for all overtime, and meal and rest period
15 premiums at the “regular rate of pay,” Defendants issued wage statements which failed to identify
16 the gross wages earned accurately, the total hours worked, the net wages earned, and the correct
17 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2,
18 5, and 9).

19 42. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
20 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
21 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
22 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

24 43. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
25 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants violations of
26 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a),
27 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
28 226(e).

44. Moreover, because Defendants failed to pay all minimum and overtime, sick pay wages, and meal and rest period premiums at the “regular rate of pay,” Defendants also failed and continue to fail to pay Plaintiff and other non-exempt employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be entitled to recover waiting time penalties under Labor Code §§ 201-203.

45. Finally, at all relevant times, Defendants required Plaintiff and other non-exempt employees to incur necessary business expenses for work-related purposes but did not reimburse non-exempt employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804. *See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, 1144 [“[i]f an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an employee need only show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed”].

46. Here, Defendants uniformly failed to reimburse non-exempt employees for the necessary costs incurred in discharging their duties, including personal cell phones, work tools, uniforms, and various work tools. Accordingly, due to Defendants' uniform failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage Orders.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Plaintiff and Aggrieved Employees Against All Defendants)

47. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

48. Defendants have committed several Labor Code violations against Plaintiff and other similarly situated aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees,

1 and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including,
2 but not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per
3 employee per pay period for those violations of the Labor Code for which no civil penalty is
4 specifically provided based on the following Labor Code violations:

5 (a) Defendants' failure to pay all overtime wages at the "regular rate of pay" because
6 Defendants failed to include all forms of compensation, including, but not limited to, shift
7 differentials, non-discretionary bonuses, incentive pay, and other forms of remuneration.

8 (b) Defendants failed to pay for all hours worked due to its failure to pay for all time worked
9 off the clock;

10 (c) Defendants' failure to pay all wages in a timely fashion in violation of Labor Code §§
11 204 and 210;

12 (d) Defendants' failure to pay all sick pay at the "regular rate of pay";

13 (e) Defendants' failure to allow and permit legally compliant meal periods or compensation
14 at the "regular rate of pay" in lieu thereof;

15 (f) Defendants' failure to allow and permit legally compliant rest periods or compensation
16 at the "regular rate of pay" in lieu thereof;

17 (g) Defendants' failure to furnish legally compliant wage statements pursuant to Labor
18 Code § 226(a); and

19 (h) Defendants' failure to pay final wages to aggrieved employees in a timely manner at the
20 time of separation from employment was unlawful.

21 49. On or about December 8, 2023, Plaintiff notified Defendant Behr Process Corporation
22 via certified mail and the California Labor and Workforce Development Agency ("LWDA") via its
23 website of Defendant's violations of the California Labor Code § 2698 *et. seq.* with respect to
24 violations of the California Labor Code identified in Paragraph 48 (a)-(g).

25 50. Plaintiff has exhausted his administrative requirements for bringing a claim under the
26 Private Attorneys General Act concerning these violations.

27 51. Plaintiff was compelled to retain the services of counsel to file this court action to protect
28 his interests and the interests of other similarly aggrieved employees and to assess and collect the

1 civil penalties owed by Defendants. Plaintiff has, therefore, incurred attorneys' fees and costs, which
2 he is entitled to receive under California Labor Code § 2698 *et seq.*

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Plaintiff prays for judgment on behalf of the State of California against
5 Defendants, as follows:

6 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other similarly
7 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
8 (a) and (f) including, but not limited to (1) \$100 for each initial violation and \$200 for each subsequent
9 violation per employee per pay period for those violations of the Labor Code for which no civil
10 penalty is specifically provided under the Labor Code;

11 2. For attorneys' fees and costs as provided by Labor Code § 2698 *et seq.*, and Code
12 of Civil Procedure §1021.5; and

13 3. For such other and further relief, the Court may deem just and proper.
14

15 Dated: February 23, 2024

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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17
18 By: _____

19 Joshua Falakassa, Esq.
20 Mehrdad Bokhour, Esq.
21 Attorneys for Plaintiff and the Aggrieved Employees
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