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on behalf of himself and current and former aggrieved employees

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County of Alameda
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

FILMON TEKLE, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

CEPHEID; and DOES 1 to 100, inclusive,
Defendants.

Case No.: **24CV069986**

PAGA ACTION

**PLAINTIFF FILMON TEKLE'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff FILMON TEKLE ("Plaintiff"), who alleges and complains
against Defendants CEPHEID; 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 the employees' minimum wage rate or overtime rate, failure to provide all legally
2 required and legally compliant meal and rest periods, failure to timely pay earned wages during
3 employment, failure to provide complete and accurate wage statements, failure to timely pay all
4 unpaid wages following separation of employment. Plaintiff seeks on a representative basis,
5 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
6 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
7 the State of California, and others aggrieved.

8 **II. JURISDICTION AND VENUE**

9 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
10 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
11 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
12 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
13 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
14 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
15 aggrieved California-based hourly non-exempt employees occurred in locations throughout
16 California, including but not limited to Alameda County, at 44509 Pacific Commons Blvd,
17 Fremont, CA 94538.

18 **III. PARTIES**

19 3. Plaintiff brings this action as a representative of the Labor and Workforce
20 Development Agency on behalf of himself and other current and former employees subject to
21 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
22 filed include current, former and/or future employees of Defendants who work, worked, or will
23 work for Defendants as direct employees as well as temporary employees employed through temp
24 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
25 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
26 employed by Defendants in an hourly position at Defendants' location in Fremont from
27 approximately June 24, 2021 until on or about December 15, 2023.

28 4. Plaintiff is informed and believes and thereon alleges that Defendant CEPHEID is

1 authorized to do business within the State of California and is doing business in the State of
2 California and/or that Defendants DOES 1-50 are, and at all times relevant hereto were persons
3 acting on behalf of Defendant CEPHEID in the establishment of, or ratification of, the
4 aforementioned illegal wage and hour practices or policies. Defendant CEPHEID operates in
5 Alameda County and employed Plaintiff and aggrieved employees in Alameda County, including
6 but not limited to, at 44509 Pacific Commons Blvd, Fremont, CA 94538.

7 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
8 through 50 are corporations, or are other business entities or organizations of a nature unknown to
9 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
10 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
11 working conditions of employment of Plaintiff and aggrieved employees.

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

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

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

27 **FIRST CAUSE OF ACTION**

28 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**

2004, LABOR CODE SECTIONS 2698, ET SEQ.

(Against all Defendants by Plaintiff)

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

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and the applicable Wage Orders.

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

12. **Failure to pay wages for all hours worked at the legal minimum wage:** 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," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services which inure to the benefit of the employer.

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

14. In this case, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more minutes per shift than Defendants credited them with having worked. Specifically, Defendants failed to pay 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) "Rounding down" or "shaving down" Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current

1 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
2 control without paying wages for that time. This resulted in Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees working time for which they were not
4 compensated any wages, in violation of Labor Code sections 1194, 1197 and 1198 and the
5 applicable Wage Order.

6 **16. Failure to pay wages for overtime hours worked at the overtime rate of pay:**
7 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
8 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
9 which includes all time that an employee is under control of the employer and all time the
10 employee is suffered and permitted to work. This includes the time an employee spends, either
11 directly or indirectly, performing services that inure to the benefit of the employer.’

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

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

20 Labor Code section 510.

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

24 (a) “Rounding down” or “shaving down” Plaintiffs’ and other current and former
25 aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their
26 clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter
27 of an hour, to the benefit of Defendants.

28 **19.** Overtime is based upon an employee’s regular rate of pay. “The regular rate at

1 which an employee is employed shall be deemed to include all remuneration for employment paid
2 to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement
3 Policies and Interpretations Manual, Section 49.1.2.

4 20. In this case, Plaintiff alleges that when he and other current and former aggrieved
5 California-based hourly non-exempt employees earned overtime wages, Defendants failed to pay
6 them overtime wages at the proper overtime rate of pay due to Defendants’ failure to include all
7 remuneration when calculating the overtime rate of pay. Specifically, Defendants maintained a
8 policy, practice, and/or procedure of failing to include all remuneration such as ICP pay and VP
9 Gift Card, for example, when calculating Plaintiff’s and other current and former aggrieved
10 California-based hourly non-exempt employees regular rate of pay for the purpose of paying
11 overtime.

12 21. The foregoing policies, practices, and/or procedures resulted in time during each
13 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
14 employees were under the control of Defendants but were not compensated. To the extent that the
15 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
16 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
17 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
18 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
19 sections 510 and 1194 and the applicable Wage Order.

20 22. **Failure to pay wages to hourly non-exempt employees for workdays that**
21 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
22 current and former aggrieved California-based hourly non-exempt employees regularly worked
23 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

24 23. California law requires an employer to authorize or permit an employee an
25 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
26 all duties and the employer relinquishes control over the employee’s activities prior to the
27 employee’s sixth hour of work. Labor Code sections 226.7, 512, 1198; Wage Order 4 at §11;
28 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not

1 employ an employee for a work period of more than ten (10) hours per day without providing the
2 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
3 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
4 meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on
5 duty” meal period is only permitted when: (1) the nature of the work prevents an employee from
6 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
7 periods.

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

12 25. In this case, Defendants failed to authorize or permit legally required and compliant
13 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
14 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
15 limited to,

16 (a) “Rounding” or “shaving” Plaintiffs’ and other current and former aggrieved
17 California-based hourly non-exempt employees’ total daily hours at the time of their clock-ins and
18 clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to
19 the benefit of Defendants.

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

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

1 section 226.7.

2 27. Finally, on occasions when Defendants paid Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed,
4 short, on-premise, on-duty, and/or interrupted meal periods, Defendants failed to pay the one (1)
5 additional hour of pay at Plaintiff’s and other current and former aggrieved California-based
6 hourly non-exempt employees’ regular rate of compensation. Specifically, Defendants maintained
7 a policy, practice, and/or procedure of failing to include all remuneration such as ICP pay and VP
8 Gift Card, for example, when calculating Plaintiff’s and other current and former aggrieved
9 California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal
10 period premium wages.

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

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

19 30. California law requires every employer to authorize and permit an employee a rest
20 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
21 Code sections 226.7, 1198; Wage Order 4 at §12. Under California law, “[e]mployees are entitled
22 to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of
23 more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours,
24 and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029;
25 Labor Code sections 226.7, 1198; Wage Order 4 at §12. Rest periods, insofar as practicable, shall
26 be in the middle of each work period. Wage Order 4 at §12. Additionally, the rest period
27 requirement “obligates employers to permit – and authorizes employees to take – off-duty rest
28 periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest

1 periods employers must relieve employees of all duties and relinquish control over how employees
2 spend their time. *Id.*

3 31. If the employer fails to authorize or permit a required rest period, the employer
4 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
5 the employer did not authorize or permit a legally required rest period. Labor Code sections 226.7,
6 1198; Wage Order 4 at § 12.

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

11 (a) Failing to provide Plaintiffs and other current and former aggrieved California-
12 based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours
13 worked or major fraction thereof.

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

19 34. Finally, on occasions when Defendants did pay Plaintiff and other current and
20 former aggrieved California-based hourly non-exempt employees a "premium" wage for late,
21 missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants failed to pay the
22 one (1) additional hour of pay at Plaintiff's and other current and former aggrieved California-
23 based hourly non-exempt employees' regular rate of compensation. Specifically, Defendants
24 maintained a policy, practice, and/or procedure of failing to include all remuneration such as ICP
25 pay and VP Gift Card, for example, when calculating Plaintiff's and other current and former
26 aggrieved California-based hourly non-exempt employee' regular rate of pay for the purpose of
27 paying rest period premiums.

28 35. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff

1 and other current and former aggrieved California-based hourly non-exempt employees not
2 receiving wages to compensate them for workdays in which Defendants did not provide them with
3 rest periods in compliance with California law.

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

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

20 **38. Secret payment of lower wages than designated by statute:** Labor Code section
21 223 provides that, where any statute or contract requires an employer to maintain the designated
22 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
23 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
24 by failing to: pay minimum and overtime wages at the applicable legal rates, meal and rest break
25 premiums and lawful sick pay at the employees' regular rate of pay, as established by Labor Code
26 sections 226.7, 246, 510, 1194 and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders, as
27 incorporated by Labor Code section 1198, the Defendant secretly paid a lower wage than
28 designated by statute while purporting to pay the wages designated by statute, in violation of

1 Labor Code section 223.

2 **39. 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
4 employee his or her wages, the employer must “furnish each of his or her employees ... an
5 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
6 employee, except for any employee whose compensation is solely based on a salary and who is
7 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
8 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
9 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
10 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
11 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
12 name of the employee and his or her social security number, (8) the name and address of the legal
13 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
14 the corresponding number of hours worked at each hourly rate by the employee.”

15 **40.** 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, overtime wages, meal period premium wages, and/or rest
18 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
19 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
20 section 226(a)(1, 2, 5 & 9).

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

25 **42.** As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
26 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
27 all their earned wages (including minimum wages, overtime wages, meal period premium wages,
28 and/or rest period premium wages), Defendants failed to pay those employees timely after each

1 employee's termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

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

6 44. Plaintiff has complied with the procedures for bringing suit specified in Labor
7 Code section 2699.3. On January 25, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
8 and provided notice to Defendants by certified mail which provided notice of the specific
9 provisions of the Labor Code alleged to have been violated, including the facts and theories to
10 support the violations alleged.

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

16 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
17 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
18 226.7, 510, 512, 1194, 1197 and 1198, During Plaintiff's employment and continuing through the
19 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
20 the following amounts:

21 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1194
22 and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
23 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
24 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

1 c. For violations of Labor Code sections 510 and 512, fifty dollars (\$50) for
2 each employee for each pay period for the initial violation, and for each subsequent violation, one
3 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
4 established by Labor Code section 558].

5 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
6 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
7 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
8 period [penalty amounts established by Labor Code section 1197.1].

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

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

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

21 **PRAYER FOR RELIEF**

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

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

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

27 2. For any and all legally applicable penalties during the relevant statute of limitations
28 subject to any permissible tolling, including but not limited to those recoverable under the

1 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 1197.1 and
2 2699(f);

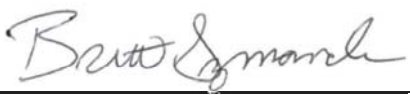
3 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
4 under California Labor Code section 2699(g); and

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

7
8 Dated: April 2, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

9
10 By:



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