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Attorneys for Plaintiff VENANCIO MERCADO,
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

VENANCIO MERCADO, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

PRESTIGE PROTECTIVE SERVICES INC; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **24LB0V01145**

PAGA ACTION

**PLAINTIFF VENANCIO
MERCADO'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 VENANCIO MERCADO ("Plaintiff"), who alleges and
complains against Defendants PRESTIGE PROTECTIVE SERVICES INC; 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

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

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County, at 5721 W. Slauson Ave., Culver
21 City, CA 90230.

22 **III. PARTIES**

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

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Los Angeles County
3 from in or around December 2020 until on or about May 2023.

4 2. Plaintiff is informed and believes and thereon alleges that Defendant PRESTIGE
5 PROTECTIVE SERVICE INC is authorized to do business within the State of California and is
6 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
7 relevant hereto were persons acting on behalf of Defendant PRESTIGE PROTECTIVE SERVICE
8 INC in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
9 or policies. Defendant PRESTIGE PROTECTIVE SERVICE INC operates in Los Angeles
10 County and employed Plaintiff and aggrieved employees in Los Angeles County, including but
11 not limited to, at 5721 W. Slauson Ave., Culver City, CA 90230.

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

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

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

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

FIRST CAUSE OF ACTION

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

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

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

8. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 201.3, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, and the applicable Wage Orders.

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

10. **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.

11. 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.

12. 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) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff and other current and former aggrieved California-based hourly non-exempt employees are required to keep their employer-issued radio on them at all times to monitor and respond to calls from Defendants during their off-the-clock meal breaks; and

(b) “Rounding” down or “shaving” Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants.

13. 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.

14. **Failure to pay wages for overtime hours worked at the overtime rate of pay and/or failure to pay overtime wages at the proper 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,” 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 that inure to the benefit of the employer.’

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

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

Labor Code section 510.

16. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime 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 to remain on-duty during their off-the-clock meal breaks because Plaintiff and other current and former aggrieved California-based hourly non-exempt employees are required to keep their employer-issued radio on them at all times to monitor and respond to calls from Defendants during their off-the-clock meal breaks; and

(b) "Rounding" down or "shaving" Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendants.

17. 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, 1194 and 1198, and the applicable Wage Order.

18. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods and/or failure to pay period premium wages:** 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.

19. 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

1 all duties and the employer relinquishes control over the employee's activities prior to the
2 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;
3 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
4 employ an employee for a work period of more than ten (10) hours per day without providing the
5 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
6 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
7 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
8 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
9 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
10 periods.

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

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

19 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees to remain on-duty during their off-the-clock meal breaks because Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees are
22 required to keep their employer-issued radio on them at all times to monitor and respond to calls
23 from Defendants during their off-the-clock meal breaks; and

24 (b) "Rounding" down or "shaving" Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees clock-in and clock-out for their meal periods to
26 the nearest quarter of an hour.

27 22. 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-

1 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
2 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
3 employees did not receive legally required and compliant meal periods, in violation of Labor Code
4 section 226.7.

5 23. 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 24. **Failure to pay wages to hourly non-exempt employees for workdays that**
10 **Defendants failed to provide legally required and compliant rest periods and/or failure to**
11 **pay rest period premium:** Plaintiff and other current and former aggrieved California-based
12 hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

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

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

28 27. In this case, Defendants failed to authorize or permit all legally required and

1 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
3 limited to:

4 (a) Failing to authorize or permit Plaintiff and other current and former aggrieved
5 California-based hourly non-exempt employees an uninterrupted duty-free rest period of a net ten
6 (10) minutes for shifts exceeding 3.5 hours.

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

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

16 30. **Failure to pay wages on a weekly basis to security guards:** Pursuant to Labor
17 Code section 201.3(b)(1)(B), Defendants were required to pay Plaintiff and similarly situated
18 security guards no less than weekly.

19 31. Defendants, however, pursuant to their payroll policies, practices, and/or
20 procedures paid Plaintiff and other current and former aggrieved California-based hourly non-
21 exempt security guards on a bi-weekly basis.

22 32. These payroll policies, practices, and/or procedures resulted in Defendants' failure
23 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
24 not on a weekly basis as required by California law.

25 33. **Failure to timely pay earned wages during employment:** In California, wages
26 must be paid at least twice during each calendar month on days designated in advance by the
27 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
28 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the

1 16th and the 26th day of that month and wages earned between the 16th and the last day,
2 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
3 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
4 paid within seven (7) calendar days following the close of the payroll period in which wages were
5 earned. Labor Code section 204(d).

6 34. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
7 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
8 exempt employees' earned wages (including minimum wages, overtime wages, meal period
9 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
10 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
11 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
12 their earned wages within the applicable time frames outlined in Labor Code section 204.

13 35. **Secret payment of lower wages than designated by statute:** Labor Code section
14 223 provides that, where any statute or contract requires an employer to maintain the designated
15 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
16 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including
17 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
18 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
19 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
20 Labor Code section 1198, the Defendant secretly paid a lower wage than designated by statute
21 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

22 36. **Failure to provide complete and accurate wage statements:** Labor Code section
23 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
24 employee his or her wages, the employer must "furnish each of his or her employees ... an
25 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
26 employee, except for any employee whose compensation is solely based on a salary and who is
27 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
28 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable

1 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
2 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
3 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
4 name of the employee and his or her social security number, (8) the name and address of the legal
5 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
6 the corresponding number of hours worked at each hourly rate by the employee.”

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

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

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

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

26 41. Plaintiff has complied with the procedures for bringing suit specified in Labor
27 Code section 2699.3. On March 29, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
28 and provided notice to Defendants by certified mail which provided notice of the specific

provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged.

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

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

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

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

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

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

1 Labor Code section 210].

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

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

9 **PRAYER FOR RELIEF**

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

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

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

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

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

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

1 Dated: June 3, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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3 By:



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