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By: Jessica Sroufe Deputy

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

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

Attorneys for Plaintiff, on behalf of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

DANNY PHILLIPS, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

SCP DISTRIBUTORS, LLC. Delaware
Limited Liability Company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: **24CV009896**

**REPRESENTATIVE ACTION
COMPLAINT:**

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

UNLIMITED CIVIL CASE

1 Plaintiff Danny Phillips (“Plaintiff”), on behalf the State of California hereby brings this
2 PAGA Representative Action Complaint (“Complaint”) against Defendant SCP Distributors, LLC.
3 (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant wholesales and distributes swimming pool supplies, equipment, and related
6 leisure products, including chemicals, cleaners, filters, heaters, pumps, lights, pool care products, and
7 spas.

8 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
9 California against Defendant for alleged violations of the California Labor Code.

10 3. **Plaintiff does not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699.**

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

22 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
23 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
24 herself and all other similarly situated aggrieved employees.

25 **JURISDICTION**

26 6. Plaintiff, on behalf of the State of California brings this representative action pursuant
27 to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violation of California Labor Code
28 §§ 201-204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199,

1 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”).

2 7. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved
3 employees within the meaning of Labor Code §2699, *et seq.*

4 8. This Court has jurisdiction over Defendant’s violations of the California Labor Code
5 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
6 minimum.

7 **VENUE**

8 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
9 §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County
10 of Sacramento. Defendant owns, maintain offices, transact business, have an agent or agents within
11 the County of Sacramento, and/or otherwise are found within the County of Sacramento, and
12 Defendant is within the jurisdiction of this Court for purposes of service of process.

13 **PARTIES**

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

16 11. Plaintiff is informed and believes and alleges that Defendants are authorized to do
17 business within the County of Sacramento and is and/or was the legal employer of Plaintiff and the
18 aggrieved employees during the applicable statutory periods. Plaintiff was, and is, a victim of
19 Defendants’ policies and/or practices complained of herein and has been deprived of the rights
20 guaranteed to him by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7,
21 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and applicable Wage Orders.

22 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
24 do) business in the State of California, County of Sacramento.

25 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
26 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
27 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
28 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and

1 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
2 corporate, were responsible in some manner for the acts and omissions alleged herein, and
3 proximately caused Plaintiff and aggrieved employees to be subject to the unlawful employment
4 practices alleged herein.

5 14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
6 herein, Defendants were and are the employers of Plaintiff and aggrieved employees. At all times
7 herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to
8 have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the
9 agents, servants, and employees of each and every one of the other Defendant, as well as the agents
10 of all Defendants, and at all times herein mentioned were acting within the course and scope of said
11 agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise
12 ratified each and every one of the acts or omissions complained of herein.

13 15. At all times mentioned herein, Defendants, and each of them, were members of and
14 engaged in a joint venture, partnership, and common enterprise and acting within the course and
15 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
16 alleges that all Defendants were joint employers for all purposes of Plaintiff and aggrieved
17 employees.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 16. Defendant wholesales and distributes swimming pool supplies, equipment, and related
20 leisure products, including chemicals, cleaners, filters, heaters, pumps, lights, pool care products, and
21 spas. Plaintiff was employed by Defendant as a non-exempt employee with the title of "CBL Driver"

22 17. Plaintiff began working for Defendants on October 24, 2022, until his separation from
23 employment in March 2024. Plaintiff and other aggrieved employees (including, but not limited to,
24 Warehouse Associate, Warehouse Worker, Class B Hazmat Delivery Truck Driver, Construction
25 Lien Account Receivable Specialist, Design Center Associate, and all other aggrieved positions) were
26 responsible for all aspects of Defendant's business in the State of California. However, in these roles,
27 Plaintiff and other aggrieved employees were often not afforded all protections and rights conferred
28 under the California Labor Code and applicable wage orders.

1 18. At all relevant times, Plaintiff and other aggrieved employees regularly worked
2 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
3 Plaintiff alleges that other aggrieved employees were also subjected to the same policies, procedures,
4 and practices, working conditions, and corresponding wage and hour violations to which he was
5 subjected during his employment.

6 19. First, at all relevant times, Defendant has had a consistent practice of failing to
7 accurately record all time worked, including, all time under which aggrieved employees were under
8 the employer's control. This included a policy and practice of failing to properly record aggrieved
9 employees time worked, including, all time spent working off-the-clock for pre-shift and post-shift
10 duties. As a result of this company-wide policy/practice, Plaintiff and other aggrieved employees are
11 not compensated for all the hours that they actually work and all of the overtime hours they actually
12 work, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

13 20. As a result, over a period of time, Plaintiff and other aggrieved employees were not
14 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
15 and applicable Wage Orders. Additionally, as a result of the unlawful timekeeping policy/practices,
16 Plaintiff and other aggrieved employees were also not properly paid at the correct overtime rate for
17 hours worked in excess of eight hours per shift in violation of Labor Code § 510.

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

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

1 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
2 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
3 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8) hours in
4 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
5 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

6 23. Furthermore, at all relevant times, Plaintiff and other aggrieved employees worked
7 regular shifts that lasted longer than 8.0 hours in a workday and resulted in aggrieved employees
8 regularly working more than 40 hours in a workweek. However, Plaintiff and other aggrieved
9 employees were not properly paid at the correct overtime rate for all overtime hours worked due to
10 Defendant's uniform failure to include all forms of compensation/remuneration, including, but not
11 limited to, commissions, incentives, non-discretionary bonuses, and all other forms of remuneration
12 in calculating the "regular rate of pay" for purposes of overtime compensation.

13 24. Under the California Labor Code (as well as the FLSA), courts have consistently held
14 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
15 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
16 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
17 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
18 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
19 California and federal law on the grounds, that Defendant improperly calculated overtime by
20 excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling*
21 *v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very
22 nature must reflect all payments which the parties have agreed shall be received regularly during the
23 workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an
24 actual fact. Once the parties have decided upon the amount of wages and the mode of payment the
25 determination of the regular rate becomes a matter of mathematical computation, the result of which
26 is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§
27 778.110 ("production bonus") and 778.111 ("piece-rate").

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1 25. Labor Code § 510 requires an employer to compensate an employee who works more
2 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
3 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
4 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
5 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
6 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
7 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8) hours in
8 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
9 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

10 26. By their policy of requiring Plaintiff and the other aggrieved employees to work in
11 excess of eight (8.0) hours in a workday and/or forty (40.0) hours in a workweek without
12 compensating them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendant willfully
13 violated the provisions of Labor Code § 510 and the applicable Wage Orders.

14 27. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
15 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,
16 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and for
17 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

18 28. Furthermore, at all relevant times, Defendant also failed in its obligation to provide
19 Plaintiff and other aggrieved employees the legally required paid sick days at the legal rate pursuant
20 to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works
21 in California for the same employer for 30 or more days within a year from the commencement of
22 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
23 worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid
24 sick time for aggrieved employees must be "calculated in the same manner as the regular rate of pay
25 for the workweek in which the employee uses paid sick time, whether or not the employee actually
26 works overtime in that workweek."

27 29. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated
28 by dividing the employee's total wages, not including overtime premium pay, by the employee's total

1 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
2 requires employers to “provide an employee with written notice that sets forth the amount of paid
3 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
4 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
5 on the designated pay date with the employee’s payment of wages.”

6 30. Here, at all relevant times, Defendant failed in its obligation to provide Plaintiff and
7 other aggrieved employees the legally required paid sick days at the legal rate, including all forms of
8 compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendant paid sick time below the
9 “regular rate of pay” as required by Labor Code §§ 246(l) (1-2). Based on the foregoing Labor Code
10 violations, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code
11 § 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

12 31. Moreover, at all relevant times, Plaintiff and other aggrieved employees were denied
13 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
14 Defendant’s uniform meal period policies/practices, operational requirements, and work demands,
15 Plaintiff and other aggrieved employees were often unable to take timely and uninterrupted net 30-
16 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
17 aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and permitted to
18 take a mandated second meal period before the end of the tenth hour of work in violation of the Labor
19 Code and applicable Wage Orders. Indeed, Plaintiff’s and other aggrieved employees’ meal periods
20 were often interrupted and/or lasted fewer than 30 minutes due to Defendant meal period
21 policies/procedures, operational requirements and work demands.

22 32. In addition, for each missed or non-compliant meal period, Defendant failed and
23 continues to fail to maintain a mechanism by which aggrieved employees were paid meal period
24 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
25 5th 858 and Labor Code § 226.7.

26 33. Accordingly, due to Defendant’s uniform meal period policies/practices, aggrieved
27 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
28 226.7, 510, 516, and applicable Wage Orders, and would be entitled to penalties under Labor Code §

1 2698 *et seq.*

2 34. Next, at all relevant times, Plaintiff and other aggrieved employees were not provided
3 with all uninterrupted 10-minute rest periods for every four hours worked, or a major fraction thereof
4 due to Defendant's uniform rest period policies/practices, operational requirements, work demands,
5 and staffing shortages. As a result, other aggrieved employees were and are often unable to take a net
6 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second
7 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10 hours in a
8 workday.

9 35. By not relieving all aggrieved employees of all duties during rest periods, Defendant
10 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
11 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
12 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
13 the California Supreme Court expressly rejected the employers' assertion that it could provide an on-
14 duty rest period to employees who worked as security guards and further explained "that employers
15 [must] relinquish any control over how employees spend their break time and relieve their employees
16 of all duties." *Id.* at 273. Each time aggrieved employees were unable to take a compliant rest period,
17 Defendant failed and continues to fail to adequately pay rest period premium payments at the "regular
18 rate of pay" as required by Labor Code § 226.7.

19 36. Accordingly, due to Defendant's uniform rest period policies/practices, aggrieved
20 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
21 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

22 37. As a result of Defendant's failure to pay Plaintiff and other aggrieved employees for
23 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
24 sick pay wages, and Defendant's failure to adequately pay for all overtime and sick pay wages, and
25 meal and rest period premiums at the "regular rate of pay," Defendant issued wage statements which
26 failed to accurately identify the gross wages earned, the total hours worked, the net wages earned,
27 and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code
28 § 226(a)(1, 2, 5, and 9).

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

6 39. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
7 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
8 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
9 Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §
10 226(e) and/or 2698 *et seq.*

11 40. Moreover, because of Defendant’s failure to pay all minimum and overtime, sick pay
12 wages and meal and rest period premiums at the “regular rate of pay,” Defendant also failed and
13 continue to fail to pay Plaintiff and other aggrieved employees all wages owed at their time of
14 separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees
15 would be entitled to recover waiting time penalties under Labor Code §§ 201-203 and/or 2698 *et seq.*

16 41. Finally, at all relevant times, Defendant required Plaintiff and other aggrieved
17 employees to incur necessary business expenses associated with using their personal cell phones for
18 work related purposes but did not reimburse aggrieved employees adequately for these necessary
19 expenditures in violation of Labor Code §§ 2802-2804. *See Cochran v. Schwan’s Home Service, Inc.*,
20 (2014) 228 Cal.App.4th 1137, 1144 “[i]f an employee is required to make work-related calls on a
21 personal cell phone, then he or she is incurring an expense for the purposes of section 2802. It does
22 not matter whether the phone bill is paid for by a third person, or at all...To show liability under
23 section 2802, an employee need only show that he or she was required to use a personal cell phone
24 to make work-related calls, and he or she was not reimbursed”]. Here, Defendant uniformly failed to
25 reimburse aggrieved employees for a reasonable portion of cell phone bill and other necessary costs
26 incurred, in the discharge of their duties for those aggrieved employees. Accordingly, due to
27 Defendant’s uniform failure to adequately reimburse for necessary business expenditures in violation
28 of Labor Code §§ 2802-2804 and applicable Wage Orders. Plaintiff and other aggrieved employees

1 would be entitled to civil penalties under Labor Code § 2698 *et seq.*

2 **FIRST CAUSE OF ACTION**

3 **PRIVATE ATTORNEYS GENERAL ACT**

4 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants)**

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

7 43. Defendant has committed several Labor Code violations against Plaintiff and other
8 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
9 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
10 Defendant to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the
11 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not
12 limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee per
13 pay period for those violations of the Labor Code for which no civil penalty is specifically provided
14 based on the following Labor Code violations:

- 15 a) Defendant’s failure to record and pay for all hours worked accurately;
- 16 b) Defendant’s failure to pay all overtime wages at the “regular rate of pay” because
17 Defendant failed to include all forms of compensation, including, but not limited to, shift differentials,
18 non-discretionary bonuses, incentive pay, and other forms of remuneration;
- 19 c) Defendant’s failure to pay all sick pay at the “regular rate of pay”;
- 20 d) Defendant’s failure to allow and permit legally compliant meal periods or compensation
21 at the “regular rate of pay” in lieu thereof;
- 22 e) Defendant’s failure to allow and permit legally compliant rest periods or compensation
23 at the “regular rate of pay” in lieu thereof;
- 24 f) Defendant’s failure to furnish legally compliant wage statements pursuant to Labor
25 Code § 226(a);
- 26 g) Defendant’s failure to pay all wages in a timely fashion in violation of Labor Code §
27 204;
- 28 h) Defendant’s failure to timely pay final wages to aggrieved employees at the time of

1 separation from employment were unlawful; and

2 i) Defendant's failure to reimburse aggrieved employees for all necessary business
3 expenses in violation of Labor Code §§ 2802-2804.

4 44. On or about March 15, 2024, Plaintiff notified Defendant SCP Distributors, LLC.
5 ("Defendant") via certified mail, and the California Labor and Workforce Development Agency
6 ("LWDA") via its website of Defendant's violations of the California Labor Code § 2698 *et. seq.*
7 with respect to violations of the California Labor Code identified in Paragraph 40 (a)-(i). Now that
8 sixty-five days (65) have passed from Plaintiff notifying Defendant of these violations, Plaintiff has
9 exhausted his administrative requirements for bringing a claim under the Private Attorneys General
10 Act with respect to these violations.

11 45. Plaintiff was compelled to retain the services of counsel to file this court action to
12 protect his interests and the interests of other similarly aggrieved employees, and to assess and collect
13 the civil penalties owed by Defendant. Plaintiff has therefore incurred attorneys' fees and costs, which
14 he is entitled to receive under California Labor Code § 2699.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff prays for judgment on behalf of the State of California against
17 Defendant, as follows:

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

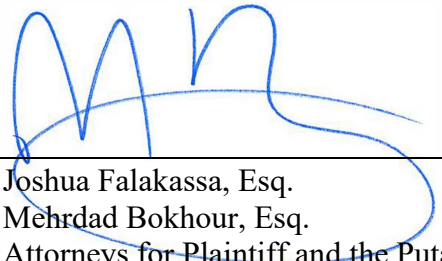
23 2. For attorneys' fees and costs as provided by Labor Code § 2698 *et seq.*, and Code
24 of Civil Procedure §1021.5; and

25 3. For such other relief that the Court may deem just and proper.
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Dated: May 20, 2024

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 
Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Classes