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Attorneys for Plaintiff ARTHUR CRAIG ERBY,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ARTHUR CRAIG ERBY, on behalf of himself
and current and former aggrieved employees

Plaintiff,

vs.

WEBER DISTRIBUTION, LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **CVRI 2403686**

PAGA ACTION

**PLAINTIFF ARTHUR CRAIG
ERBY'S COMPLAINT FOR:**

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

COMES NOW Plaintiff ARTHUR CRAIG ERBY ("Plaintiff"), who alleges and
complains against Defendants WEBER DISTRIBUTION, LLC; and DOES 1 to 100, inclusive
(collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
2 to authorize or permit all legally required and/or compliant meal periods or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
4 pay rest period premium wages; indemnification for all necessary expenditures or losses incurred
5 by employees in direct consequence of discharging their duties; statutory penalties for failure to
6 timely pay earned wages during employment; statutory penalties for failure to provide accurate
7 wage statements; statutory waiting time penalties in the form of continuation wages for failure to
8 timely pay employees all wages due upon separation of employment. Plaintiff seeks on a
9 representative basis, following notice to the Labor and Workforce Development Agency, civil
10 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
11 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 Riverside County, at 22765 Cactus Avenue, Moreno
21 Valley, CA 92553.

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 Riverside County from
3 in or around January 2023 until on or about February 27, 2024.

4 2. Plaintiff is informed and believes and thereon alleges that Defendant WEBER
5 DISTRIBUTION, LLC is authorized to do business within the State of California and is doing
6 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
7 hereto were persons acting on behalf of Defendant WEBER DISTRIBUTION, LLC in the
8 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
9 Defendant WEBER DISTRIBUTION, LLC operates in Riverside County and employed Plaintiff
10 and aggrieved employees in Riverside County, including but not limited to, at 22765 Cactus
11 Avenue, Moreno Valley, CA 92553.

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, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, 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 participate in off-the-clock video trainings without being paid for that time; and

(b) requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to work on restricted on-call/standby time without Plaintiff and other current and former aggrieved California-based hourly non-exempt employees being paid for that time unless actually called in to work.

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.

1 Labor Code section 510.

2 16. In this case, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
4 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

5 (a) requiring Plaintiff and other current and former aggrieved California-based hourly
6 non-exempt employees to participate in off-the-clock video trainings without being paid for that
7 time; and

8 (b) requiring Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees to work on restricted on-call/standby time without Plaintiff and other
10 current and former aggrieved California-based hourly non-exempt employees being paid for that
11 time unless actually called in to work.

12 17. 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, 1194 and 1198, and the applicable Wage Order.

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

25 19. California law requires an employer to authorize or permit an employee an
26 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
27 all duties and the employer relinquishes control over the employee's activities prior to the
28 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 4 at §11;

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

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

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

17 (a) failing to provide Plaintiff and other current and former aggrieved California-based
18 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks due to Plaintiff and
19 other current and former aggrieved California-based hourly non-exempt employees being
20 subjected to missed or late meal breaks on duty due to chronic understaffing; and

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

25 22. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
26 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
27 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
28 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt

1 employees did not receive legally required and compliant meal periods, in violation of Labor Code
2 section 226.7.

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

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

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

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

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

1 limited to:

2 (a) failing to provide Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees with net ten (10) minute rest breaks due to Plaintiff and other
4 current and former aggrieved California-based hourly non-exempt employees being subjected to
5 missed and/or late rest breaks due to chronic understaffing; and

6 (b) failing to provide Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10)
8 net minutes on each workday that Plaintiff and other current and former aggrieved California-
9 based hourly non-exempt employees work shifts over ten (10) hours.

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

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

19 30. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
20 **Employment:** California law requires that every employer must indemnify its employees for all
21 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
22 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
23 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
24 2802.)

25 31. Defendants have violated Labor Code Section 2802 by failing to indemnify
26 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
27 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
28 employed policies, practices, and/or procedures included, but not limited to:

1 (a) requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to use or purchase their own tools and/or resources in order to work for
3 Defendants, including but not limited to requiring Plaintiff and other current and former
4 aggrieved California-based hourly non-exempt employees to purchase reflective vests that were
5 required to perform the job without reimbursing Plaintiff and other current and former aggrieved
6 California-based hourly non-exempt employees for such use.

7 32. Moreover, Defendants employed policies and procedures which ensured Plaintiff
8 and aggrieved employees would not receive indemnification for their employment related
9 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
10 indemnification in compliance with California law.

11 33. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
12 employment related expenses, including but not limited to costs related to use of their personal
13 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

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

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

1 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

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

24 **38.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
27 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
28 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code

1 section 226(a)(1, 2, 5 & 9).

2 **39. Failure to pay employees all wages due at time of termination/resignation:** An
3 employer is required to pay all unpaid wages timely after an employee's employment ends. The
4 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
5 hours of resignation (Labor Code section 202).

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

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

15 42. Plaintiff has complied with the procedures for bringing suit specified in Labor
16 Code section 2699.3. On April 16, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
17 and provided notice to Defendants by certified mail which provided notice of the specific
18 provisions of the Labor Code alleged to have been violated, including the facts and theories to
19 support the violations alleged.

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

25 44. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
26 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
27 226.7, 510, 512, and 1194, During Plaintiff's employment and continuing through the present,
28 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the

1 following amounts:

2 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
3 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
4 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
5 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

14 d. For violations of Labor Code section 204, 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 210].

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

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

26 **PRAYER FOR RELIEF**

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

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

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

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

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

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

11
12 Dated: June 21, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

13
14 By:



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