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Attorneys for PLAINTIFF MILTON ABREU, as an aggrieved employee, and on behalf of all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

MILTON ABREU, as an aggrieved employee,
and on behalf of all aggrieved employees,

Plaintiff,

vs.

CLUB LOS GLOBOS CORPORATION, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 24STCV17028

COMPLAINT FOR:

1. Civil Penalties Pursuant to The
Private Attorneys General Act

DEMAND FOR JURY TRIAL

PLAINTIFF MILTON ABREU ("PLAINTIFF"), as an aggrieved employee, and on behalf of all aggrieved employees, hereby submits this Complaint against CLUB LOS GLOBOS CORPORATION, a California corporation; and DOES 1 through 50, inclusive, (collectively "DEFENDANTS"):

1 **INTRODUCTION**

2 1. This is a PAGA-only lawsuit being brought on behalf of all non-exempt employees
3 who work(ed) for DEFENDANTS in California (“AGGRIEVED EMPLOYEES”), seeking only
4 relief as authorized by the PAGA statutes (Labor Code § 2698, *et seq.*). PLAINTIFF and
5 AGGRIEVED EMPLOYEES work(ed) at DEFENDANTS’ various locations in California.
6 PLAINTIFF and AGGRIEVED EMPLOYEES have been subjected to numerous wage and hour
7 violations which are the result of systemic policies and procedures implemented by
8 DEFENDANTS.

9 2. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
10 Defendants during the applicable statutory period and suffered one or more of the Labor Code
11 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
12 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
13 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
14 reasonable attorneys’ fees and costs, for all other aggrieved current and former employees of
15 Defendants during the Civil Penalty Period Plaintiff does not seek to assert his own claim for civil
16 penalties under PAGA as part of this Action.

17 3. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
18 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
19 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
20 PAGA allegations described herein is not required.

21 **JURISDICTION AND VENUE**

22 4. This Court is the proper Court, and this action is properly filed in Los Angeles
23 County because among other things, Los Angeles County is where the causes of action complained
24 of herein arose; the county in which the employment relationship began; the county in which
25 performance of the employment contract, or part of it, between PLAINTIFF and DEFENDANTS
26 was due to be performed; the county in which the employment contract, or part of it, between
27 PLAINTIFF and DEFENDANTS was actually performed; and the county in which
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1 DEFENDANTS, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
2 effect on PLAINTIFF and AGGRIEVED EMPLOYEES in Los Angeles County, and because
3 Defendants employ numerous AGGRIEVED EMPLOYEES in Los Angeles County.

4 **THE PARTIES**

5 5. Plaintiff Milton Abreu is, and at all times relevant hereto was, a resident of the State
6 of California, County of Los Angeles.

7 6. Defendant Club Los Globos Corporation is, and at all times relevant hereto was, a
8 corporation, existing, doing business, and employing individuals in the County of Los Angeles,
9 State of California.

10 7. The true names and capacities, whether individual, corporate, associate, or otherwise
11 of the DEFENDANTS named herein as DOES 1-50, inclusive, are unknown to PLAINTIFF at this
12 time and therefore said DEFENDANTS are sued by such fictitious names. PLAINTIFF will seek
13 leave to amend this Complaint to insert the true names and capacities of said DEFENDANTS when
14 the same become known to Plaintiff. PLAINTIFF is informed and believes and thereupon alleges
15 that each of the fictitiously named DEFENDANTS is responsible for the wrongful acts alleged
16 herein and is therefore liable to PLAINTIFF as alleged hereinafter.

17 8. PLAINTIFF is informed and believes, and based thereupon allege, that at all times
18 relevant hereto, DEFENDANTS, and each of them, were the agents, employees, managing agents,
19 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the
20 other DEFENDANTS, and each of them, and in doing the things alleged herein, were acting at least
21 in part within the course and scope of said agency, employment, conspiracy, joint employment, alter
22 ego status, and/or joint venture and with the permission and consent of each of the other
23 DEFENDANTS.

24 9. PLAINTIFF is informed and believes, and based thereupon allege, that
25 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, acted in
26 concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
27 compelled, and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do
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1 so. PLAINTIFF are further informed and believes, and based thereupon allege, that the
2 DEFENDANTS, and each of them, including those DEFENDANTS named as DOES 1-50, formed
3 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
4 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
5 intended to and actually causing PLAINTIFF' harm.

6 10. Whenever and wherever reference is made in this Complaint to any act or failure to
7 act by a Defendant or co-DEFENDANTS, such allegations and references shall also be deemed to
8 mean the acts and/or failures to act by each Defendant acting individually, jointly, and severally.

9 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

10 11. PLAINTIFF is informed and believes, and based thereon alleges, that there exists
11 such a unity of interest and ownership between DEFENDANTS and DOES 1-50 that the
12 individuality and separateness of DEFENDANTS have ceased to exist.

13 12. PLAINTIFF is informed and believes, and based thereon alleges, that despite the
14 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
15 DEFENDANTS, including, but not limited to, for the following reasons:

16 a) DEFENDANTS are completely dominated and controlled by DOES 1-50, who
17 personally violated the laws set forth in this complaint, and who have hidden and currently hide
18 behind DEFENDANTS to circumvent statutes or accomplish some other wrongful or inequitable
19 purpose.

20 b) DOES 1-50 derive actual and significant monetary benefits by and through
21 DEFENDANTS' unlawful conduct, and by using DEFENDANTS as the funding source for their
22 own personal expenditures.

23 c) PLAINTIFF is informed and believes, and thereupon alleges, that DEFENDANTS
24 and DOES 1-50, while really one and the same, were segregated to appear as though separate and
25 distinct for purposes of circumventing a statute or accomplishing some other wrongful or inequitable
26 purpose.

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1 d) PLAINTIFF is informed and believes that DEFENDANTS do not comply with all
2 requisite corporate formalities to maintain a legal and separate corporate existence.

3 e) PLAINTIFF is informed and believes, and based thereon alleges, that the business
4 affairs of DEFENDANTS and DOES 1-50 are, and at all times relevant hereto were, so mixed and
5 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
6 confusion. DEFENDANTS are, and at all times relevant hereto were, used by DOES 1-50 as a mere
7 shell and conduit for the conduct of certain of DEFENDANTS' affairs, and are, and were, the alter
8 ego of DOES 1-50. The recognition of the separate existence of DEFENDANTS would not promote
9 justice, in that it would permit DEFENDANTS to insulate themselves from liability to PLAINTIFF
10 for violations of the Government Code, Labor Code, and other statutory violations. The corporate
11 existence of DEFENDANTS and DOES 1-50 should be disregarded in equity and for the ends of
12 justice because such disregard is necessary to avoid fraud and injustice to PLAINTIFF herein.

13 13. Accordingly, DEFENDANTS constitute the alter ego of DOES 1-50, and the fiction
14 of their separate corporate existence must be disregarded.

15 14. As a result of the aforementioned facts, PLAINTIFF is informed and believes, and
16 based thereon alleges that DEFENDANTS and DOES 1-50 are PLAINTIFF's joint employers by
17 virtue of a joint enterprise, and that PLAINTIFF was an employee of DEFENDANTS and DOES
18 1-50. PLAINTIFF performed services for each and every one of DEFENDANTS, and to the mutual
19 benefit of all DEFENDANTS, and all DEFENDANTS shared control of PLAINTIFF as an
20 employee, either directly or indirectly, in the manner in which Defendant' business was and is
21 conducted.

22 15. PLAINTIFF is informed and believes and thereupon alleges that Club Los Globos
23 Corporation and DOES 1-50 were the actual employers and/or "person[s] acting on behalf of the
24 employer" within the meaning of *Labor Code* section 558.1.

25 **PRIVATE ATTORNEYS GENERAL ACT ADMINISTRATIVE PREREQUISITE**

26 16. Pursuant to Labor Code section 2699.3, on May 02, 2024, prior to filing this
27 complaint, PLAINTIFF gave written notice to the Labor Workforce Development Agency
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1 (“LWDA”) and to DEFENDANTS, specifying the provisions alleged to have been violated by
2 DEFENDANTS, and including the facts and theories supporting the alleged violations.

3 17. As of the date of this Complaint, sixty-five (65) days have passed since PLAINTIFF
4 provided notice of the violations alleged herein to the Labor Workforce Development Agency
5 (“LWDA”), and the LWDA has not provided notice of its intent to investigate PLAINTIFF’s claims.

6 **GENERAL ALLEGATIONS**

7 18. PLAINTIFF MILTON ABREU was employed as a Sound Engineer by
8 DEFENDANTS from approximately May 01, 2022, to approximately August 31, 2023, at
9 DEFENDANTS’ place of business located at 3040 Sunset Blvd., Los Angeles, California 90026.

10 19. PLAINTIFF and AGGRIEVED EMPLOYEES are current or former non-exempt
11 employees of DEFENDANTS. PLAINTIFF and the AGGRIEVED EMPLOYEES have been
12 subjected to a variety of wage and hour violations during their employment with DEFENDANTS.

13 **Failure to Pay Wages for All Hours Worked**

14 Throughout the relevant period, DEFENDANTS failed to pay PLAINTIFF and the
15 AGGRIEVED EMPLOYEES for all hours worked in violation of Labor Code sections 1194, 1197,
16 and the IWC Wage Orders. DEFENDANTS engaged, suffered, or permitted employees to work off
17 the clock, including, without limitation, by requiring PLAINTIFF and the AGGRIEVED
18 EMPLOYEES: to come early to work and leave late work without being able to clock in for all that
19 time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock
20 out for meal periods and continue working, to clock out for rest periods, to attend company meetings
21 off the clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of
22 employee time entries; editing and/or manipulation of time entries to show less hours than actually
23 worked; failing to pay split shift premiums; and failing to pay reporting time pay to the detriment of
24 Plaintiff and the AGGRIEVED EMPLOYEES.

25 **Failure to Pay Proper Overtime Compensation**

26 20. Throughout the relevant period, PLAINTIFF and the AGGRIEVED EMPLOYEES
27 were non-exempt employees covered by Labor Code § 510 and one or more IWC Wage Orders. On
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1 multiple occasions throughout the relevant period, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES worked overtime by working in excess of eight (8) hours in one workday, and/or in
3 excess of forty (40) hours in any one workweek, and/or working on the seventh day of work in any
4 one workweek. Despite working overtime hours, PLAINTIFF and the AGGRIEVED EMPLOYEES
5 were not compensated at the rate of at least one and one-half times the regular rate of pay for all
6 overtime hours worked. Further, on multiple occasions throughout the relevant time period,
7 PLAINTIFF and the AGGRIEVED EMPLOYEES worked in excess of twelve (12) hours in one
8 day and/or in excess of eight (8) hours on the seventh day of work in any one workweek, and were
9 not compensated at the rate of at least twice the regular rate of pay for these hours worked.

10 21. Off-the-Clock Hours Worked: DEFENDANTS' failure to properly pay overtime to
11 PLAINTIFF and the AGGRIEVED EMPLOYEES is and was due in part to DEFENDANTS' failure
12 to capture the off-the-clock work, including, without limitation, by requiring Plaintiff and
13 PLAINTIFF and the AGGRIEVED EMPLOYEES: to come early to work and leave late work
14 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
15 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
16 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
17 uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make
18 phone calls off the clock, to drive off the clock, and/or go through security screenings and/or
19 temperature checks off the clock; ; detrimental rounding of employee time entries, editing and/or
20 manipulation of time entries; and by attempting but failing to properly implement an alternative
21 workweek schedule ("AWS") (including, without limitation, by failing to implement a written
22 agreement designating the regularly scheduled alternative workweek in which the specified number
23 of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot
24 election, before the performance of work, by at least a two-thirds (2/3) vote of the affected
25 employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS
26 election; and/or failing to register an AWS election with the State of California, as required by Labor

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Code section 511 and applicable Wage Orders)] to the detriment of PLAINTIFF and the AGGRIEVED EMPLOYEES.

22. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Pursuant to Labor Code § 510, overtime and double-time pay shall be compensated as multiples of an employee's "regular rate of pay." An employee's regular rate of pay includes the employee's hourly rate and all nondiscretionary incentive payments, such as bonuses and commissions, provided to the employee for work performed. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878.) DEFENDANTS did not properly make adjustments to the overtime and double-time rates paid to PLAINTIFF and the AGGRIEVED EMPLOYEES to reflect all nondiscretionary pay. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES have been denied "the unpaid balance of the full amount of this...overtime compensation" as required by Labor Code § 1194.

Failure to Provide Rest Periods

23. During the relevant time period, DEFENDANTS failed to maintain a compliant rest period policy and practice. DEFENDANTS did not authorize or permit PLAINTIFF and the AGGRIEVED EMPLOYEES to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Labor Code §§ 226.7, § 512 and applicable IWC Wage Orders.

24. DEFENDANTS further failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor code § 226.7(b) for these missed rest periods.

25. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when DEFENDANTS attempted to issue premium compensation for missed rest periods, such premium compensation did not properly take into account all non-discretionary pay, resulting in an under payment of premium compensation to PLAINTIFF and the AGGRIEVED EMPLOYEES.

Failure to Provide Timely, Uninterrupted Meal Periods

26. During the relevant time period, DEFENDANTS failed to maintain a compliant meal period policy and practice. DEFENDANTS failed to provide PLAINTIFF and the AGGRIEVED

1 EMPLOYEES with the right to take an off-duty 30-minute meal period. Labor Code § 512 provides,
2 “[a]n employer may not employ an employee for a work period for more than five hours per day
3 without providing the employee with a meal period of not less than 30 minutes...” Labor Code §
4 226.7(a) provides, “[n]o employer shall require an employee to work during any meal...period
5 mandated by an applicable order of the Industrial Welfare commission.” Paragraph 11(A) of the
6 Wage Orders provides, in pertinent part, “[u]nless the employee is relieved of all duty during a 30
7 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as
8 time worked.”

9 27. PLAINTIFF and the AGGRIEVED EMPLOYEES were often given so much work
10 and understaffed that they were unable to take time away from their duties for breaks. When
11 PLAINTIFF was able to take meal periods, PLAINTIFF was frequently interrupted with job duties.
12 Meal breaks were fully non-compliant because PLAINTIFF was unable to leave the place of
13 employment and were thus under DEFENDANTS’ control for the entire meal period.

14 28. Failure to Provide Second Meal Periods: Similarly, PLAINTIFF and the
15 AGGRIEVED EMPLOYEES were not authorized and permitted to take second meal periods during
16 shifts of ten hours or longer.

17 29. DEFENDANTS further failed to pay PLAINTIFF and the AGGRIEVED
18 EMPLOYEES all premium compensation (one hour of pay at the employee’s regular rate of pay for
19 missed or untimely meal periods) mandated by Labor code § 226.7(b) for these missed meal periods.

20 30. Failure to Include Non-Discretionary Pay in Regular Rate of Pay: Further, even when
21 DEFENDANTS attempted to issue premium compensation for missed meal periods, such premium
22 compensation did not properly take into account all non-discretionary pay, resulting in an under
23 payment of premium compensation to PLAINTIFF and the AGGRIEVED EMPLOYEES.

24 **Failure to Reimburse for Required Business Expenses**

25 31. Labor Code § 2802 requires employers to indemnify employees for necessary
26 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
27 DEFENDANTS required PLAINTIFF and the AGGRIEVED EMPLOYEES to incur costs in using
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cellular phones for work-related purposes, but failed to reimburse PLAINTIFF and the AGGRIEVED EMPLOYEES as required by the Labor Code and applicable Wage Order(s).

Failure to Timely Pay All Wages Owed

32. Failure to pay all wages owed to employees at termination/resignation: As set forth above, due to DEFENDANTS' unlawful employment practices, DEFENDANTS knowingly and willfully failed to timely pay all wages owed to PLAINTIFF and the AGGRIEVED EMPLOYEES at the time that employment terminated. DEFENDANTS willfully failed to pay aggrieved employees who are no longer employed all compensation due upon termination of employment as required by Cal. Labor Code §§ 201 and 202. Pursuant to sections 203 and 256, PLAINTIFF and the AGGRIEVED EMPLOYEES are now also entitled to recover up to thirty (30) days of wages for DEFENDANTS' willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

33. Failure to pay all wages owed twice per month: Labor Code § 204 requires employers to pay all wages earned by non-exempt employees at least twice during each calendar month, within seven calendar days following the close of the payroll period. DEFENDANTS failed to pay all wages owed to PLAINTIFF and the AGGRIEVED EMPLOYEES as a result of the unlawful employment policies and practices discussed herein.

Failure to Provide Accurate Itemized Wage Statements and Maintain Required Records

34. California labor Code § 226(a) provides that "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal

1 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee.”

3 35. DEFENDANTS knowingly and intentionally failed to provide timely, accurate,
4 itemized wage statements to PLAINTIFF and the AGGRIEVED EMPLOYEES, as well as maintain
5 accurate records, in accordance with Labor Code §§ 226 and 1174. The wage statements provided
6 to PLAINTIFF and the AGGRIEVED EMPLOYEES have not accurately reflected actual gross
7 wages earned and total hours worked. Such failures cause actual injury to PLAINTIFF and others,
8 by, among other things, impeding them from knowing the total hours worked and the amount of
9 wages to which they are and were entitled. DEFENDANTS knowingly and intentionally failed to
10 itemize the correct wages earned, net wages earned, and total hours worked.

11 36. As a result of these violations of California Labor Code § 226(a), PLAINTIFF and
12 the AGGRIEVED EMPLOYEES suffered injury because, among other things,

- 13 a) the violations led them to believe that they were not entitled to be paid minimum
14 wages, overtime wages, meal period premium wages, and rest period premium wages
15 to which they were in fact entitled;
- 16 b) the violations led them to believe that they had been paid the minimum, overtime,
17 meal period premium, and rest period premium wages, even though they had not
18 been;
- 19 c) the violations hindered them from determining the amounts of minimum wages,
20 overtime, meal period premium, and rest period premium owed to them;
- 21 d) in connection with their employment, before and during this action, and in
22 connection with prosecuting this action, the violations caused them to have to
23 perform mathematical computations to determine the amounts of wages owed to
24 them, computations they would not have to make if the wage statements contained
25 the required accurate information;
- 26 e) the violations, by understating the wages truly due to PLAINTIFF and the
27 AGGRIEVED EMPLOYEES, caused them to lose entitlement and/or accrual of the
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1 full amount of Social Security, disability, unemployment, and other governmental
2 benefits;

3 f) the wage statements inaccurately understated the wages, hours, and wages rates to
4 which PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled, and as a
5 result PLAINTIFF and the AGGRIEVED EMPLOYEES were in fact paid less
6 wages and/or a lower wage rate than the wages to which they were entitled.

7 **Failure to Pay Proper Sick Leave Wages**

8 37. During their employment with DEFENDANTS, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES were entitled to “paid sick days” pursuant to California Labor Code section 245, *et*
10 *seq.*

11 38. Labor Code § 246(l) requires that employers pay sick time pay to non-exempt
12 employees at the employee’s “regular rate of pay.” Employers may either calculate “paid sick days”
13 for non-exempt employees in California at the regular rate of pay for the workweek in which the
14 employee uses paid sick time or by dividing the employee’s total wages, into including overtime
15 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of
16 employment. Labor Code 246(l)(2). The “regular rate of pay” includes all remuneration for
17 employment paid to the employee and includes, but is not limited to, shift differentials and non-
18 discretionary incentive bonuses.

19 39. During the relevant time period, PLAINTIFF and the AGGRIEVED EMPLOYEES
20 accrued and took paid sick leave. However, DEFENDANTS failed to include non-discretionary
21 remuneration when determining the “regular rate of pay.” Instead, DEFENDANTS only paid
22 PLAINTIFF and the AGGRIEVED EMPLOYEES paid sick leave at their base hourly rate, rather
23 than at their “regular rate of pay.”

24 **Failure to Properly Pay Vacation Pay**

25 40. At the termination of PLAINTIFF and the AGGRIEVED EMPLOYEES’
26 employment with DEFENDANTS, PLAINTIFF and the AGGRIEVED EMPLOYEES had earned
27 but unused vacation pay.

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1 41. California Labor Code section 227.3 requires employers to pay terminated
2 employees for their unused paid vacation time at their final rate of pay. However, DEFENDANTS
3 did not pay PLAINTIFF and the AGGRIEVED EMPLOYEES for their unused paid vacation time
4 at the final rate of pay because the rate of pay used by DEFENDANTS did not take into account all
5 non-discretionary pay earned by PLAINTIFF and the AGGRIEVED EMPLOYEES.

6 **FIRST CAUSE OF ACTION**

7 **Civil Penalties Pursuant to The Private Attorneys General Act**

8 [Labor Code § 2698 *et seq.*]

9 (PLAINTIFF, on behalf of all aggrieved employees, against all DEFENDANTS)

10 42. PLAINTIFF incorporates by reference all allegations in the foregoing paragraphs of
11 this Complaint as though fully set forth herein.

12 43. PLAINTIFF alleges—on information and belief—that DEFENDANTS violated
13 Labor Code sections 201, 202, 203, 256 (waiting time), 204, 210 (timely wages during
14 employment), 226, 226(a), 226.3, 226.6 (wage statements), 226, 1174, 1174.5 (maintenance of
15 records), 226.2, 226.7, 510, 512, 1194, 1197 (meal and rest periods), 227.3 (vacation pay), 233, 246
16 (sick pay), 1182.12, 1194, 1197, 1197.1 (minimum wage), 510, 1194, 1198 (overtime), as well as
17 all applicable Wage Orders, as alleged herein.

18 44. These violations subject employers and individuals to civil penalties as set forth in
19 (1) the foregoing statutes to the extent that they are specified and contained therein, which
20 PLAINTIFF will be seeking on the behalf of all aggrieved employees; or to (2) to the extent that
21 that the statutes do not provide for PAGA civil penalties or PAGA available relief, then PLAINTIFF
22 will seek the default PAGA penalties for each of the preceding statutory violations in accordance
23 with Labor Code section 2699(f), for all aggrieved employees, as well as the LWDA.

24 45. Pursuant to Labor Code section 2699(g), PLAINTIFF is entitled to an award of
25 reasonable attorney fees and costs in connection with the claim for civil penalties.

26 46. PLAINTIFF has exhausted the administrative remedies by providing notice to the
27 LWDA and to DEFENDANTS as required by the PAGA statute, complying with all requirements
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1 to exhaust the administrative remedies on or about May 02, 2024. Neither PLAINTIFF nor
2 PLAINTIFF's counsel received a response from DEFENDANTS or the LWDA.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, on behalf of AGGRIEVED EMPLOYEES, PLAINTIFF prays for
5 judgment against DEFENDANTS as follows:

- 6 1. For Civil Penalties as permitted by PAGA;
7 2. For attorney's fees and costs as provided by statute;
8 3. Pre-judgment and post-judgment interest;
9 4. For costs of suit incurred herein; and
10 5. For all such other and further relief that the court may deem just and proper.

11
12 DATED: July 9, 2024

Respectfully Submitted,

13 ELKIN | GAMBOA LLP

14
15 By: 

16 Michael Elkin

17 David D. Bibiyan

18 Attorneys for Plaintiff Milton Abreu

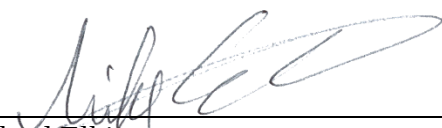
19 **DEMAND FOR TRIAL BY JURY**

20 PLAINTIFF hereby demands a jury trial of all causes of action and claims with respect to
21 which PLAINTIFF has a right to jury trial.

22 Respectfully Submitted,

23 DATED: July 9, 2024

ELKIN | GAMBOA LLP

24
25 By: 

26 Michael Elkin

27 David D. Bibiyan

28 Attorneys for Plaintiff Milton Abreu

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