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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
HISTORIC COURT HOUSE**

EFREN GAVIN GARIBAY, individually,
and on behalf of all other aggrieved
employees,

Plaintiff,

v.

SUPER CENTER CONCEPTS, INC., a
California corporation; SUPER CENTER
CONCEPTS HOLDINGS, LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: **CVRI 2406236**

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

[California Labor Code § 2698 et seq.]

1 Plaintiff Efren Gavin Garibay (“Plaintiff”) brings this representative action, individually and
2 on behalf of all other aggrieved employees, to recover civil penalties relating to systematic violations
3 of California wage and hour laws by Super Center Concepts, Inc., (“Super Center”) and Super Center
4 Concepts Holdings, LLC, (“Super Center Concepts”)(collectively referred to as “Defendants”)
5 Plaintiff makes the following allegations on information and belief, except as to allegations pertaining
6 to Plaintiff individually, which are based on his personal knowledge.

7 **INTRODUCTION**

8 1. Defendants own and operate seventy (70) or more grocery stores throughout the State
9 of California. Plaintiff, along with other non-exempt employees of Defendants, worked and
10 performed duties and tasks at Defendants’ grocery store located in Corona, California. Plaintiff was
11 hired as a non-exempt, hourly employee paid the hourly rate of \$16.19.

12 2. Defendants implemented common policies and practices at its grocery stores that have
13 resulted in systematic violations of California’s wage and hour laws.

14 3. In an effort to conserve labor costs, and thereby maximize profits, Defendants have
15 implemented policies and practices that have resulted in systematic violations of California’s wage
16 and hour laws.

17 4. For example, Defendants implemented unlawful policies with respect to meal and rest
18 breaks. Defendants require non-exempt employees, who are informed that the needs of the grocery
19 store and the customers take top priority, to work through meal and rest breaks, to take untimely meal
20 periods and to remain on call during such breaks. As a result, Plaintiff and other aggrieved employees
21 are denied the ability to take meal and rest breaks that they were and are legally entitled to take.

22 5. Defendants also failed to pay timely wages to current and former employees and has
23 failed to maintain required employee records and provide accurate, itemized wage statements.

24 **JURISDICTION AND VENUE**

25 6. The Superior Court of the State of California has jurisdiction in this matter because
26 Defendants are licensed to do business under the laws of the State of California and does business in
27 the State of California. No federal question is at issue because Plaintiff’s claims are based solely on
28 California law.

7. Venue is proper in this judicial district and the County of Riverside because Defendants maintain one or more of their grocery markets are located in the County of Riverside and Plaintiff worked for Defendants at its grocery store located in Corona, a City located in the County of Riverside within this judicial district. Many if not all of the other aggrieved employees also worked for Defendants at their grocery stores located in the County of Riverside, and throughout the State of California.

THE PARTIES

8. During the statute of limitations period, Plaintiff was employed by Defendants as a Bakery Clerk, an hourly, non-exempt position. Plaintiff was employed by Defendants from March of 2023 through on or about March 23, 2024. Plaintiff's duties and responsibilities included, but were not limited to, packaging cakes, cleaning dishes and helping customers as instructed, taking cake orders and provide customer service in the bakery section.

9. Defendant Super Concepts is, and at all times relevant herein were, a California corporation organized and existing under the laws of the State of California. On information and belief, Super Center is authorized to conduct business in the State of California and does conduct business in the State of California.

10. Defendant Super Center Concepts is, and at all times relevant herein were, a California limited liability company organized and existing under the laws of the State of California. On information and belief, Super Center Concepts is authorized to conduct business in the State of California and does conduct business in the State of California.

11. At all relevant times herein, Defendants and other unknown and unnamed individuals were the joint employers of Plaintiff and aggrieved employees. Defendants were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Defendants were completely dominated by its co-Defendants, and each was the alter ego of the other. Moreover, at all material times there has been extensive interrelation of operations, common management, centralized control of labor relations with respect to Plaintiff and Class members, and common ownership or financial control between all Defendants.

1 12. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
2 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
3 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
4 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
5 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
6 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
7 names and capacities of such DOE defendants when ascertained.

8 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

9 13. On August 23, 2024, Plaintiff gave written notice by certified mail pursuant to
10 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
11 ("LWDA") and Defendants, of the specific provisions of the California Labor Code and IWC Wage
12 Order alleged to have been violated, including the facts and theories to support the alleged violations.
13 Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five
14 (65) days from the August 23, 2024, postmark date of his written notice before filing this action,
15 Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to
16 commence a representative action under the California Private Attorneys General Act of 2004
17 ("PAGA").

18 14. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
19 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former
20 non-exempt employees of Defendants who are California citizens and performed work for Defendants
21 in the State of California at any time within the period beginning one (1) year prior to the August 23,
22 2024, notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action
23 proceeds to final judgment ("statute of limitations period").

24 **FACTUAL ALLEGATIONS**

25 **Failure to Provide Required Meal Periods**

26 **[Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order]**

27 15. During the statute of limitations period, as part of Defendants' illegal policies and
28 practices to minimize labor costs and maximize corporate profits, Defendants have required,

1 permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal
2 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants
3 have otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
4 required under California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order.

5 16. Defendants have implemented several practices that have caused Plaintiff and
6 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
7 Defendants systematically understaff the grocery stores such that non-exempt, hourly employees are
8 given so much work to complete that they regularly miss or otherwise take non-compliant meal
9 periods. As a direct consequence of this understaffing, Plaintiff and aggrieved employees have so
10 much work to complete within their scheduled shifts that they are forced to skip their meal periods
11 altogether, to take them after working longer than five (5) hours, to perform work during their meal
12 periods, or return to work after taking less than a thirty (30) minute meal period. Defendants also
13 failed to implement policies and provide second meal periods when aggrieved employees work ten
14 (10) hours or more. Moreover, Plaintiff and other aggrieved employees need to secure permission
15 before taking a meal period, which is often denied by supervisors.

16 17. There are also frequent occasions when Plaintiff and aggrieved employees need to
17 perform other duties immediately before the time during which they are legally entitled to take a meal
18 period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply drop their
19 job duties and leave a customer, refuse an order or stop ringing up a customer in order to take a meal
20 period. Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take late meal
21 periods, return early from meal periods, and even clock out for meal periods but continue working.

22 18. Plaintiff and aggrieved employees need to secure permission before taking a meal
23 period. Plaintiff and aggrieved employees often cannot simply stop taking an order from a customer,
24 stop baking break, or stop ringing up a customer in order, etc., in order to take their meal period, and
25 their inability to secure coverage frequently causes them to miss and otherwise take non-compliant
26 meal periods.

27 19. Despite the foregoing, Defendants have implemented a policy and practice of actively
28 discouraging the issuance of meal period premium payments, and in the process, Defendants have

1 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to
2 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
3 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
4 regular rate of pay for each workday that such a meal period was not authorized or permitted.

5 20. Defendants also implemented unlawful meal period policies by compensating Plaintiff
6 and aggrieved employees for interrupted meal periods only for their actual work time, as opposed to
7 paying them the legally required premium payments for non-compliant meal periods.

8 21. Defendants engaged in a company wide practice and policy of not paying meal period
9 premium payments for non-compliant meal periods, and Plaintiff and the other aggrieved employees
10 were denied meal period premium payments as a result of Defendants illegal policies and procedures.

11 22. Defendants violated California Labor Code § 226.7, 512 and § 11 of the applicable
12 IWC Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a
13 rest break, in accordance with the applicable wage order, one additional hour of compensation at the
14 proper regular rate of pay for each workday that a rest break was not provided.

15 **Failure to Provide Required Rest Breaks**

16 **[Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order]**

17 23. During the statute of limitations period, as part of Defendants' illegal policies and
18 practices to minimize labor costs and maximize corporate profits, Defendants have failed to authorize
19 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
20 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

21 24. The same or similar policies and practices that deprive Plaintiff and other aggrieved
22 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
23 take their first and second and third rest breaks. As alleged herein, Defendants' grocery stores are
24 understaffed which creates so much work for Plaintiff and other aggrieved employees that they are
25 frequently unable to take rest breaks. Moreover, Plaintiff and aggrieved employees need to first secure
26 permission before taking a rest break. Plaintiff and aggrieved employees often cannot simply stop
27 assisting a customer, stop baking bread, or stop ringing up a customer in order to take a rest break,
28 and their inability to secure coverage causes them to regularly miss and otherwise take non-compliant

1 rest breaks.

2 25. Defendants also does not provide adequate training regarding their legal obligations
3 with respect to the provision of rest breaks, do not implement schedules regarding rest breaks for
4 non-exempt, hourly employees, and often interrupts staff who try to take rest periods. In short,
5 Defendants essentially have a non-existent rest break policies, as there is no guidance or specification
6 as to when Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks
7 during their shifts.

8 26. Defendants also violated California Labor Code § 226.7, 512 and § 12 of the
9 applicable IWC Order, by failing to pay Plaintiff and other aggrieved employees who were not
10 provided with a rest break, in accordance with the applicable wage order, one additional hour of
11 compensation at the proper regular rate of pay for each workday that a rest break was not provided.

12 **Failure to Pay Overtime Wages**

13 **[Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order]**

14 27. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order,
15 Defendants are required to compensate Plaintiff and other aggrieved employees for all overtime,
16 which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
17 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on
18 the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
19 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive
20 day of work in any workweek.

21 28. During the statute of limitations period, Defendants failed to compensate Plaintiff and
22 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
23 of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime
24 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§
25 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other
26 aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not
27 compensating them for this time, unlawful rounding of time worked by Plaintiff and the other
28 aggrieved employees in favor of Defendants, improperly calculating the regular rate of pay based on

bonuses, commissions, and other remuneration, and other methods to be discovered.

29. In a short-sighted attempt to maximize profits, Defendants understaff their grocery stores. Not only has this practice resulted in widespread missed meal and rest breaks, but it has also caused Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendants have actual or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and other aggrieved employees routinely arrive to work early to check so that they are prepared and ready to begin performing their duties promptly at the start of their shifts, as they must be pursuant to the requirements of Defendants. Defendants know or are aware that Plaintiff and other aggrieved employees perform this work off-the-clock since their managers not only witness off the clock work but encourage aggrieved employees to work off the clock in order to make profits.

30. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in violation of California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

Failure to Pay Minimum Wages

[Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order]

31. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

32. During the statute of limitations period, the hourly rates for Plaintiff and other aggrieved employees were precisely at California minimum wage. Based on this common practice, Defendants failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock, such as requiring them to work through meal and rest breaks but not compensating them for this time, unlawful rounding of time worked by Plaintiff and the other aggrieved employees in favor of Defendants, and failing to include this time in all hours worked, and other methods to be discovered.

33. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff

1 and other aggrieved employees have been damaged in an amount according to proof at trial.
2 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other
3 applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of
4 wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of
5 suit.

6 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

7 **[Labor Code §§ 201, 202 and 203]**

8 34. Pursuant to California Labor Code §§ 201, 202 and 203, Defendants are required to
9 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
10 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
11 the time of discharge are due and payable immediately.

12 35. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
13 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
14 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
15 in which case the employee is entitled to his or her wages at the time of quitting.

16 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
17 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
18 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
19 employee at the same rate for up to 30 workdays.

20 37. During the statute of limitations period, Defendants have willfully failed to pay
21 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance with
22 California Labor Code §§ 201 and 202. On information and belief, Defendants do not have a sufficient
23 policy to provide aggrieved employees with their final paychecks within the timeframes required
24 under California law. Defendants continue to fail to properly compensate other aggrieved employees
25 for all hours worked when due, overtime wages, and compensation for non-compliant meal and rest
26 breaks, Defendants also willfully failed and continues to fail to pay accrued wages and other
27 compensation to the aggrieved employees in accordance with California Labor Code §§ 201 and 202.

1 **Failure to Furnish Accurate Itemized Wage Statements**

2 **[Labor Code § 226(a) and § 7 of the applicable IWC Order]**

3 38. During the statute of limitations period, Defendants routinely failed to provide
4 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
5 Defendant's pay stubs have violated California Labor Code § 226. Next, Defendants are not
6 providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks but
7 intentionally fails to include in their wage statements one (1) additional hour of compensation at their
8 regular rates of pay for each non-compliant meal period or rest break. Moreover, Defendants have
9 failed to pay proper overtime wages to Plaintiff and other aggrieved employees and their wage
10 statements therefore fail to reflect the correct hourly rates worked by Plaintiff and other aggrieved
11 employees, thereby making the wage statements inaccurate.

12 39. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
13 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
14 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

15 40. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
16 Defendants to provide timely and accurate itemized wage statements because it prevented them from
17 discovering the scope and extent of Defendants' violations of California wage and hour laws,
18 prevented them from being able to accurately determine the gross wages earned, the total hours
19 worked, all deductions made, the net wages earned, all applicable hourly rates in effect during each
20 pay period and the corresponding number of hours worked at each hourly rate, making the wage
21 statements inaccurate.

22 **Failure to Maintain Required Records**

23 **[Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order]**

24 41. During the statute of limitations period, as part of Defendants' illegal payroll policies
25 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
26 Defendants knowingly and intentionally failed to maintain records as required under California Labor
27 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Wage Order, including but not limited to
28 the following records: total daily hours worked by each employee; applicable rates of pay relating to

1 non-discretionary bonuses, including but not limited to, overtime and double-time; all deductions;
2 meal and/or rest periods; time records showing when each employee begins and ends each work
3 period; and accurate itemized statements that reflect all compensation, rates of pay for all
4 compensation paid and remuneration owed and due to them. Defendants have knowledge that non-
5 exempt, hourly employees were not provided with proper meal and rest periods, and knowingly failed
6 to include in the wage statements one (1) extra hour of compensation for each missed meal and rest
7 period. Defendants also illegally and inaccurately recorded the time in which Plaintiff and other
8 aggrieved employees worked. Defendants have also failed to maintain accurate, itemized wage
9 statements, as alleged above.

10 **Failure to Provide Suitable Seating**

11 **[IWC Wage Order No. 7-2001, § 14, and al other applicable IWC Wage Orders]**

12 42. Defendants failed to provide suitable seating at their grocery stores throughout the
13 State of California. IWC Wage Order No. 7-2001, § 14, provides:

14 “(A) All working employees shall be provided with suitable seats when
15 the nature of the work reasonably permits the use of seats.

16 (B) When employees are not engaged in the active duties of their employment
17 and the nature of the work requires standing, an adequate number of suitable
18 seats shall be placed in reasonable proximity to the work area and employees
shall be permitted to use such seats when it does not interfere with the
performance of their duties.”

19 43. Defendants failed to provide suitable seating by not providing any seats or stools at
20 the cash registers and other workstations worked by Plaintiff and other aggrieved employees. The
21 nature of the work reasonably permits the use of seats when cashiers assist customers by ringing up
22 transactions. To the extent that the use of seats could interfere with their work duties, at all times
23 herein it is and has been reasonable for Defendants to place seats in reasonable proximity to the
24 cash registers and other work stations used by Plaintiff and other aggrieved employees when doing
25 so would not interfere with their job duties.

26 **Failure to Indemnify Employees for Necessary Expenditures**

27 **[Cal. Lab. Code § 2802]**

28 44. California Labor Code § 2802(a) requires an employer to indemnify an employee for

1 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
2 of his or her duties, or of his or her obedience to the directions of the employer.

3 45. During the Statute of Limitations Period, Defendants have failed to reimburse
4 aggrieved employees for the usage of their personal cellular phones, in addition to other supplies.
5 Defendant did not reimburse Plaintiff and other aggrieved employees for the costs of the expenditures
6 relating to their cellular phones, face masks, and other supplies.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

9 **[Cal. Lab. Code § 2698 *et seq.*]**

10 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendants)**

11 46. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 45 above.

13 47. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
14 2699(c), and a proper representative to bring a civil action on behalf of himself and other aggrieved
15 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
16 was employed by Defendants and one or more of the alleged California Labor Code violations was
17 committed against Plaintiff during the statute of limitations period.

18 48. Plaintiff seeks to recover civil penalties through a representative action permitted by
19 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
20 class certification is not required.

21 49. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
22 penalties from Defendants in a representative action for the violations set forth above, including but
23 not limited to, violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 246, 510, 512, 558,
24 1174, 1194, 2802 and for the violations of the applicable IWC Wage Order alleged above.

25 50. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
26 against Defendants for violations of California Labor Code provisions for which a civil penalty is
27 specifically provided.

28 51. California Labor Code § 2699(f) provides that for all California Labor Code violations

1 for which a civil penalty is not specifically provided, the following civil penalties are established: one
2 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
3 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

4 52. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
5 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
6 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 204,
7 226.7, 350, 351, and 1197, and for the violations of the applicable IWC Wage Order alleged above.

8 53. All civil penalties sought and recovered under this action will be allocated as follows:
9 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and
10 aggrieved employees.

11 54. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
12 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees and the
15 State of California, prays for relief against Defendants, as follows:

- 16 1. For civil penalties according to proof;
17 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
18 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
19 attorneys' fees and costs; and
20 3. For such further relief that the Court may deem just and proper.

21 DATED: November 6, 2024

THE WHEELER LAW FIRM, APC

22
23 By: 

SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

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25 *Attorneys for Plaintiff and the Aggrieved Employees*
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