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SUMMONS ISSUED

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Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

Attorneys for Plaintiff NOEL ANTONIO ZELAYA,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

NOEL ANTONIO ZELAYA, on behalf of
himself and current and former aggrieved
employees

Plaintiff,

vs.

GARDENERS' GUILD, INC.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: C24-03221

PAGA ACTION

**PLAINTIFF NOEL ANTONIO
ZELAYA'S COMPLAINT FOR:**

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

COMES NOW Plaintiff NOEL ANTONIO ZELAYA ("Plaintiff"), who alleges and
complains on information and belief except as to those allegations relating to plaintiff himself ,
which are asserted on personal knowledge, against Defendants GARDENERS' GUILD, INC.; and
DOES 1 to 100, inclusive (collectively "Defendants") as follows:

1 **I. INTRODUCTION**

2 1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
3 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, himself
4 and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
5 employees in California during the relevant time period seeking civil penalties associated with
6 Defendants’ violation of the Labor Code based on Defendants’ failure to pay wages for all hours
7 worked at the employees’ minimum wage rate or overtime rate, failure to provide all legally required
8 and legally compliant meal and rest periods, indemnification for all necessary expenditures or losses
9 incurred by employees in direct consequence of discharging their duties, failure to timely pay earned
10 wages during employment, failure to provide complete and accurate wage statements, failure to
11 timely pay all unpaid wages following separation of employment. Plaintiff seeks on a representative
12 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
13 attorneys’ fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
14 the State of California, and others aggrieved.

15 **II. JURISDICTION AND VENUE**

16 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
17 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
18 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
19 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
20 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
21 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
22 aggrieved California-based hourly non-exempt employees occurred in locations throughout
23 California, including but not limited to Contra Costa County, at 2780 Goodrick Avenue, Richmond,
24 CA 94801.

25 **III. PARTIES**

26 3. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of himself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will work
2 for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
4 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
5 Defendants in an hourly position at Defendants' location in Contra Costa County from
6 approximately July 21, 2022 until on or about August 9, 2024.

7
8 4. Defendant GARDENERS' GUILD, INC. is authorized to do business within the State
9 of California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
10 and at all times relevant hereto were persons acting on behalf of Defendant GARDENERS' GUILD,
11 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
12 or policies. Defendant GARDENERS' GUILD, INC. operates in Contra Costa County and employed
13 Plaintiff and aggrieved employees in Contra Costa County, including but not limited to, at 2780
14 Goodrick Avenue, Richmond, CA 94801.

15 5. Defendants DOES 1 through 50 are corporations or other business entities or
16 organizations of a nature unknown to Plaintiff that employed Plaintiff and aggrieved California non-
17 exempt employees, permitted Plaintiff and aggrieved employees to work, and exercised control over
18 the wages, hours and working conditions of employment of Plaintiff and aggrieved employees.

19 6. Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each
20 Defendant is sued individually and in their capacity as an agent, shareholder, owner, representative,
21 manager, supervisor, independent contractor and/or employee of each defendant who violated or
22 caused to be violated the minimum wage and overtime provisions of the Labor Code and/or any
23 provision of the Industrial Welfare Commission's wage orders regulating hours and days of work.

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

8. Plaintiff makes the allegations in this complaint without any admission that, as to

1 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
2 reserves all of Plaintiff's right to plead in the alternative.

3 **FIRST CAUSE OF ACTION**

4 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
5 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

8 9. Plaintiff incorporates by reference and re-alleges each and every allegation contained
9 in this pleading as though fully set forth herein.

10 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
11 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
12 2802, and the applicable Wage Orders.

13 11. Specifically, Defendants have committed the following violations of California
14 Labor Code:

15 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
16 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
17 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
18 which includes all time that an employee is under control of the employer and all time the employee
19 is suffered and permitted to work. This includes the time an employee spends, either directly or
20 indirectly, performing services which inure to the benefit of the employer.

21 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
22 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
23 Wage Orders.

24 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
25 non-exempt employees worked more minutes per shift than Defendants credited them with having
26 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
27 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
28 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited

1 to:

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees to routinely work off the clock without being paid for that time before
4 clocking in for their shift and after clocking out for their shift.
5

6 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
7 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'
8 control without paying wages for that time. This resulted in Plaintiff and other current and former
9 aggrieved California-based hourly non-exempt employees working time for which they were not
10 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
11 Wage Order.
12

13 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
14 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
15 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
16 which includes all time that an employee is under control of the employer and all time the employee
17 is suffered and permitted to work. This includes the time an employee spends, either directly or
18 indirectly, performing services that inure to the benefit of the employer.

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

22 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
23 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
24 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
25 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
26 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
27 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
28 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee. Labor Code § 510.

18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
California-based hourly non-exempt employees overtime wages for all overtime hours worked due

1 to Defendants' policies, practices, and/or procedures including, but not limited to:

2 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
3 non-exempt employees to routinely work off the clock without being paid for that time before
4 clocking in for their shift and after clocking out for their shift.
5

6 19. The foregoing policies, practices, and/or procedures resulted in time during each
7 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
8 employees were under the control of Defendants but were not compensated. To the extent that the
9 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
11 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
12 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
13 sections 510, 1194 and 1198, and the applicable Wage Order.
14

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

19 21. California law requires an employer to authorize or permit an employee an
20 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
21 all duties and the employer relinquishes control over the employee's activities prior to the
22 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 5 at § 11; *Brinker*
23 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
24 employee for a work period of more than ten (10) hours per day without providing the employee
25 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
26 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
27 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
28 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

1 22. If an employer fails to provide an employee a meal period in accordance with the
2 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
3 for each workday that a legally required and compliant meal period was not provided. Labor Code
4 §§ 226.7 and 1198; Wage Order 5 at § 11.

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

9 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
10 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
11 for every five hours worked.

12
13 24. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
14 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
16 Plaintiff and/or other current and former aggrieved California-based hourly non-exempt employees
17 did not receive legally required and compliant meal periods, in violation of Labor Code section
18 226.7.

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

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

27 27. California law requires every employer to authorize and permit an employee a rest
28 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code

1 § 226.7; Wage Order 5 at § 12. Under California law, “[e]mployees are entitled to 10 minutes’ rest
2 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
3 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker*
4 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
5 Order 5 at § 12. Rest periods, insofar as practicable, shall be in the middle of each work period.
6 Wage Order 5 at § 12. Additionally, the rest period requirement “obligates employers to permit –
7 and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
8 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
9 duties and relinquish control over how employees spend their time. *Id.*

10 28. If the employer fails to authorize or permit a required rest period, the employer must
11 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
12 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
13 5 at § 12.

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

18 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked
20 or major fraction thereof.

21
22 30. , Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of
23 failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-
24 exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did
25 not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

26 31. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff and
27 other current and former aggrieved California-based hourly non-exempt employees not receiving
28 wages to compensate them for workdays in which Defendants did not provide them with rest periods

1 in compliance with California law.

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

7 33. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and
8 other current and former aggrieved California-based non-exempt hourly employees' necessary
9 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
10 policy, practice, and procedure included, but were not limited to, requiring Plaintiff and other current
11 and former aggrieved California-based non-exempt hourly employees to use or purchase their own
12 tools and/or resources in order to work for Defendants, including but not limited to their gloves,
13 knee pads, and/or cell phone (including both telephone use and cellular data use) for work-related
14 purposes - without always reimbursing Plaintiff and other current and former aggrieved California-
15 based non-exempt hourly employees for such use.

16 34. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
17 aggrieved employees would not receive indemnification for their employment related expenses.
18 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
19 compliance with California law.

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

23 36. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
26 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
27 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
28 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll

1 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
2 calendar days following the close of the payroll period in which wages were earned. Labor Code §
3 204(d).

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

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

20 39. **Failure to provide complete and accurate wage statements:** Labor Code section
21 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
22 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
23 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
24 employee whose compensation is solely based on a salary and who is exempt from payment of
25 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
26 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
27 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
28 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive

1 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
2 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate by the employee.”

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

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

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

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

24 44. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
25 section 2699.3. On September 19, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
26 provided notice to Defendants by certified mail which provided notice of the specific provisions of
27 the Labor Code alleged to have been violated, including the facts and theories to support the
28 violations alleged.

1 45. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
2 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
3 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
4 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
5 to investigate Plaintiff's claims.

6 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
7 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
8 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
9 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
10 amounts:

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

15 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
16 dollars (\$250) for each employee for each pay period for the initial violation, and one thousand
17 dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period
18 [penalty amounts established by Labor Code section 226.3].

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

23 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
24 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
25 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
26 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
27 section 210].

28 e. For violations of Labor Code section 223, one hundred dollars (\$100) for

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

5 47. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
6 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.

7 **PRAYER FOR RELIEF**

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

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

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

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

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

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

20 Dated: November 27, 2024

21 Respectfully submitted,
22 **LAVI & EBRAHIMIAN, LLP**

23 

24 By: _____
25 Joseph Lavi, Esq.
26 Vincent C. Granberry, Esq.
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28 Alexander J. Aroeste, Esq.
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NOEL ANTONIO ZELAYA,
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aggrieved employees