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Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
11/22/2024 2:18 PM
By: Kayla Schuebel, DEPUTY

Attorneys for Plaintiff CHRISTIAN F PEREZ
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CHRISTIAN F PEREZ, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

CASCADE DRILLING, L.P.; and DOES 1 to
100, inclusive,

Defendants.

CIVRS2402543
Case No.:

PAGA ACTION

COMPLAINT FOR:

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

COMES NOW Plaintiff CHRISTIAN F PEREZ ("Plaintiff"), who alleges and complains
on information and belief except as to those allegations relating to plaintiff himself/herself, which
are asserted on personal knowledge, against Defendants CASCADE DRILLING, L.P.; and DOES
1 to 100, inclusive, and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

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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 minimum wage and all overtime hours worked at the overtime rate of pay; failure to
8 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
9 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
10 period premium wages; indemnification for all necessary expenditures or losses incurred by
11 employees in direct consequence of discharging their duties; failure to timely pay earned wages
12 during employment; statutory penalties for failure to provide accurate wage statements; statutory
13 waiting time penalties in the form of continuation wages for failure to timely pay employees all
14 wages due upon separation of employment. Plaintiff seeks on a representative basis, following
15 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys’ fees
16 pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of
17 California, and others aggrieved.

18 **II. JURISDICTION AND VENUE**

19 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
20 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
21 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
22 non-exempt employees, and the State of California in excess of thirty-five thousand dollars
23 (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-
24 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
25 aggrieved California-based hourly non-exempt employees occurred in locations throughout
26 California, including but not limited to San Bernardino County at W 9th Street, Upland, CA 91786.

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1 **III. PARTIES**

2 3. Plaintiff brings this action as a representative of the Labor and Workforce
3 Development Agency on behalf of himself and other current and former employees subject to
4 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
5 filed include current, former and/or future employees of Defendants who work, worked, or will work
6 for Defendants as direct employees as well as temporary employees employed through temp
7 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently
8 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
9 Defendants in an hourly position at Defendants' location in San Bernardino County from
10 approximately June 2024 until on or about August 28, 2024.

11 4. Defendant CASCADE DRILLING, L.P. is authorized to do business within the State
12 of California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
13 and at all times relevant hereto were persons acting on behalf of Defendant CASCADE DRILLING,
14 L.P. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
15 or policies. Defendant CASCADE DRILLING, L.P. operates in San Bernardino County and
16 employed Plaintiff and aggrieved employees in San Bernardino County, including but not limited
17 to, at 1333 W 9th Street, Upland, CA 91786.

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

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

27 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
28 sues said defendants by said fictitious names and will amend this complaint when the true names

1 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
2 permitted by law or by the Court. Each fictitiously named defendant is in some manner responsible
3 for the events and allegations set forth in this complaint.

4 8. Plaintiff makes the allegations in this complaint without any admission that, as to
5 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
6 reserves all of Plaintiff's right to plead in the alternative.

7 **FIRST CAUSE OF ACTION**

8 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
9 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

14 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
15 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197,
16 2802, and the applicable Wage Orders.

17 11. Specifically, Defendants have committed the following violations of California
18 Labor Code:

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

25 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
26 for all "hours worked" at least at a minimum wage rate of pay as established by the IWC and the
27 Wage Orders.
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1 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees worked more minutes per shift than Defendants credited them with having
3 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
5 hours worked due to Defendants' policies, practices, and/or procedures including, but not limited
6 to,

7 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
8 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and other
9 current and former aggrieved California-based hourly non-exempt employees legally compliant,
10 duty-free meal breaks of at least 30 minutes in length.

11 (b) "Rounding down" Plaintiffs' and other current and former aggrieved California-
12 based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs,
13 including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit
14 of Defendants.

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

21 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
22 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
23 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
24 which includes all time that an employee is under control of the employer and all time the employee
25 is suffered and permitted to work. This includes the time an employee spends, either directly or
26 indirectly, performing services that inure to the benefit of the employer.
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1 17. Labor Code sections 510 and 1194 require an employer to compensate employees a
2 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40)
3 hours in a workweek, and on any seventh consecutive day of work in a workweek:
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5 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
6 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
7 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
8 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
9 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
10 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
11 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
12 employee. Labor Code § 510.
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14 18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved
15 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
16 to Defendants' policies, practices, and/or procedures including, but not limited to,
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18 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
19 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and other
20 current and former aggrieved California-based hourly non-exempt employees legally compliant,
21 duty-free meal breaks of at least 30 minutes in length.
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23 (b) "Rounding down" Plaintiffs' and other current and former aggrieved California-
24 based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs,
25 including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit
26 of Defendants.
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28 19. The foregoing policies, practices, and/or procedures resulted in time during each
workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
employees were under the control of Defendants but were not compensated. To the extent that the
foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
sections 510, 1194 and 1198, and the applicable Wage Order.

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

5 21. California law requires an employer to authorize or permit an employee an
6 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
7 all duties and the employer relinquishes control over the employee's activities prior to the
8 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 16 at § 11;
9 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ
10 an employee for a work period of more than ten (10) hours per day without providing the employee
11 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
12 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
13 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
14 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
15 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

16 22. If an employer fails to provide an employee a meal period in accordance with the
17 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
18 for each workday that a legally required and compliant meal period was not provided. Labor Code
19 §§ 226.7 and 1198; Wage Order 16 at § 11.

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

24 (a) Automatically deducting thirty (30) minutes from daily hours worked and attributing
25 that time to a meal break despite that Defendants routinely failing to provide Plaintiff and other
26 current and former aggrieved California-based hourly non-exempt employees legally compliant,
27 duty-free meal breaks of at least 30 minutes in length.

28 (b) "Rounding down" Plaintiff's and other current and former aggrieved California-

1 based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs
2 for meal breaks, to the nearest quarter of an hour, to the benefit of Defendants.

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

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

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

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

20 27. California law requires every employer to authorize and permit an employee a rest
21 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor Code
22 § 226.7; Wage Order 16 at § 12. Under California law, "[e]mployees are entitled to 10 minutes'
23 rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
24 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
25 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
26 Order 16 at § 12. Rest periods, insofar as practicable, shall be in the middle of each work period.
27 Wage Order 16 at § 12. Additionally, the rest period requirement "obligates employers to permit –
28 and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,

1 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
2 duties and relinquish control over how employees spend their time. *Id.*

3 28. If the employer fails to authorize or permit a required rest period, the employer must
4 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
5 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
6 16 at § 12.

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

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

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

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

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

28 33. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and

1 other current and former aggrieved California-based non-exempt hourly employees' necessary
2 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
3 policy, practice, and procedure included, but were not limited to,

4 (a) requiring Plaintiff and other current and former aggrieved California-based hourly
5 non-exempt employees to use or purchase their own tools and/or resources in order to work for
6 Defendants, including but not limited to passing the cost of Worker's Compensation insurance onto
7 Plaintiff and similarly situated employees - without always reimbursing Plaintiff and other current
8 and former aggrieved California-based hourly non-exempt employees for such use.

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

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

17 36. **Failure to timely pay earned wages during employment:** In California, wages
18 must be paid at least twice during each calendar month on days designated in advance by the
19 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
20 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
21 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
22 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
23 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
24 calendar days following the close of the payroll period in which wages were earned. Labor Code §
25 204(d).

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

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aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and
other current and former aggrieved California-based hourly non-exempt employees their earned
wages within the applicable time frames outlined in Labor Code section 204.

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

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39. **Failure to provide complete and accurate wage statements:** Labor Code section
226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
employee whose compensation is solely based on a salary and who is exempt from payment of
overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
Commission, (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 pay period for which the employee is paid, (7) the name of the employee and his or her
social security number, (8) the name and address of the legal entity that is the employer, and (9) all
applicable hourly rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee."

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40. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
and other current and former aggrieved California-based hourly non-exempt employees all wages
earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period

premium wages) rendered Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

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

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

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

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

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

46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,

1 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
2 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
3 amounts:

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

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

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

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

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

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

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

ON THE FIRST CAUSE OF ACTION:

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

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

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

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

Dated: November 22, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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aggrieved employees