David P. Myers (SBN 206137)
dmyers@myerslawgroup.com
Jason Hatcher (SBN 285481)
jhatcher@myerslawgroup.com
Andriana N. Bravo (SBN 349191)
abravo@myerslawgroup.com
THE MYERS LAW GROUP, A.P.C.
9327 Fairway View Place, Suite 100
Rancho Cucamonga, CA 91730
Telephone: (909) 919-2027
Facsimile: (888) 375-2102

Attorneys for Plaintiff Joseph Martinez, and all others similarly situated.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOSEPH MARTINEZ, on behalf of himself and all others similarly situated PLAINTIFF, v. ALBERTSON'S LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive DEFENDANTS.	Case No.: 8:25-cv-00023-FWS-(KESx) FIRST AMENDED CLASS ACTION COMPLAINT 1. **Breach of Contract (Meal Periods);** 2. **Failure to Provide Accurate Wage Statements;** 3. **Failure to Pay All Wages Due at Separation;** 4. **Private Attorneys General Act** **DEMAND FOR JURY TRIAL**

I. INTRODUCTION

This is an action brought by Plaintiff JOSEPH MARTINEZ ("Plaintiff"), on his behalf and all others similarly situated, against ALBERTSON'S LLC, a Delaware Limited Liability Company, and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively "Defendants") alleging, among other things, Breach of Contract and violations of the California Labor Code. Plaintiff seeks damages, attorneys' fees and costs of suit. Plaintiff is informed and believes, and on that basis alleges as follows:

II. GENERAL ALLEGATIONS

1. This class action arises from breach of contract claims for Defendants' failure to compensate Plaintiff and the Class for its meal period policy violations that result from Defendants' failure to provide contractually compliant meal breaks to Plaintiff and the Class. As more fully described herein, Defendants failed and continue to fail to compensate Plaintiff and class members the full amount of wages for meal period policy violations that result from Defendants failing to provide the same. As a derivate result, Defendants fail to provide accurate wage statements to Plaintiff and the Class and pay all wages due at separation.

2. Plaintiff seeks, among other things, all wages, restitutionary disgorgement, and statutory penalties. Plaintiff seeks to represent the following Class:

> All current and former California hourly non-exempt employees of Defendants who provide distribution services for Defendants at any time from four years prior to the filing of this action through the date of class certification. (The "Class").

3. This Court is the proper court, and this action is properly filed in Orange County and in this judicial district because Defendants do business in Orange County, out of Brea, California, and because Defendants' obligations and liabilities arise therein.

4. Plaintiff is a former hourly non-exempt employee for Defendants in the

state of California and a resident of California.

5. Plaintiff is informed and believes, and thereon alleges that Defendant ALBERTSON'S LLC, is a Delaware Limited Liability Company.

6. The true names and capacities, whether individual, corporate, associate, or otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained.

7. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto Defendants were and are the agents of each other.

8. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 1 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of Defendants, and were acting on behalf of Defendants in the payment of wages to Plaintiff and the Class.

9. At all relevant times alleged herein Plaintiff was employed by Defendants, and Plaintiff performed work for Defendants in Orange County in the state of California.

III. FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

10. Plaintiff and the Class worked as hourly non-exempt employees in the state of California for Defendants.

11. Defendants' primary business is the operation of grocery stores. This work is accomplished in part by Plaintiff and the Class members.

12. Throughout the period of four (4) years prior to the filing of this action through the date of class certification ("Class Period"), Plaintiff and all Class

members were and are employees of Defendants in the state of California.

13. Defendants are in breach of contract for failing to provide contractually compliant meal periods and failing to pay compensation for meal period policy violations in lieu of providing the same. Additionally, Defendants are liable to Plaintiff and the Class for failing to provide accurate wage statements and failing to pay all wages owed at separation.

14. Plaintiff is a member of and seeks to be the representative for the Class of similarly situated employees who worked pursuant to the terms of Defendants' contractual meal period policies, as alleged herein.

15. Plaintiff is informed and believes and thereon alleges, that Defendants are liable to Plaintiff and the Class for breach of contract, for failure to provide meal periods and pay compensation owed for meal period policy violations.

16. Throughout the Class Period, Defendants knowingly and willfully engaged and continued to engage in an unlawful scheme to avoid complying with California wage and hour laws and other employee rights and benefits.

17. During the Class Period, Plaintiff and Class members each respectively entered into "Meal Break and Time Clock Requirements", a written contract with Defendants, that provides, in part:

> **Meal Break and Time Clock Requirements**
>
> As you know, California law requires that all hourly paid associates working shifts of greater than 5 hours take a timely meal break of at least thirty (30) minutes. To ensure complete compliance with this meal break requirement, please read the below policy.
>
> **<u>Meal Break Requirement</u>**
>
> - Associates are required to take their meal break at the time it is scheduled–no exceptions– which will be as close to the mid point of the shift as possible, but no more than 5 hours into the shift.
> - Associates may not skip their scheduled meal break or take a meal break of less than 30 minutes, e.g. a 29-minute meal break is not acceptable.

Policy Violations

- Associates who do not take a 30-minute meal break will be paid one (1) hour of pay at their straight-time rate of pay.

. . .

18. Plaintiff entered into the following "10-hour Workday – Second Meal Period Waiver Request" agreement with Defendants, that provides, in part:

> In the event I work a shift which exceeds 10-hours but is less than 12-hours, I request to waive the second required meal period. I understand that I must take a 30 minute [ ] unpaid meal period which must commence by the beginning of the 5th hour of work in order to waive the second meal period.

. . .

19. Plaintiff is informed and believes and, on that basis, alleges that Plaintiff and the Class, in exchange for their employment with Defendants, were subject to written contractual meal period policies that entitle Plaintiff and the Class to a second meal period when working shifts that are greater than ten (10) hours.

20. Throughout the Class Period, Defendants failed to pay Plaintiff and the Class members for all compensation owed pursuant to meal break contracts that governed Plaintiff and the Class's employment.

21. Throughout the Class Period, Defendants failed to authorize and permit meal periods compliant with Defendants' contractual meal period policies, including but not limited to "Meal Break and Time Clock Requirements". Plaintiff and Class members were assigned to and required to work shifts lasting over five hours (5) hours and were not provided nor allowed to take a timely thirty (30) minute meal break and/or were assigned to and required to work shifts lasting over ten (10) hours and were not provided nor allowed to take a timely thirty (30) minute second meal break.

22. Throughout the Class Period, Defendants are in breach of their contractual obligation pursuant to "Meal Break and Time Clock Requirements", for failing to pay wages to Plaintiff and the Class for meal period violations, equal to

one (1) hour of pay at their straight-time rate of pay, per policy violation.

23. The underpayment of compensation owed to Plaintiff and the Class is a consequence of Defendants' breach of "Meal Break and Time Clock Requirements" and additional contractual meal period policies and practices which applied to Plaintiff and the Class.

24. The wage statements provided by Defendants failed to provide accurate information reflecting the correct amount of gross and net wages earned, reflective of the meal period policy violation payments.

25. Defendants failed to pay Plaintiff and the Class all earned wages timely upon termination, such as meal period policy violation payments.

26. Because of Defendants' conduct, Plaintiff and the Class continue to suffer monetary damages as a direct consequence of Defendants' breach of contractual policies, to the detriment of Plaintiff, the Class, and the public at large.

CLASS DEFINITION AND CLASS ALLEGATIONS

27. Plaintiff brings this action on his own behalf and on behalf of all others similarly situated, pursuant to California Code of Civil Procedure §382, and as a member of the Class defined as follows:

> All current and former California hourly non-exempt employees of Defendants who provide distribution services for Defendants at any time from four (4) years prior to the filing of this action through the date of class certification. (The "Class").
>
> **Sub-Class 1**
>
> All current and former California hourly non-exempt employees of Defendants who provide distribution services for Defendants at any time from four (4) years prior to the filing of this action through the date of class certification who worked at least one (1) shift of more than five (5) hours. ("Meal Period" Sub-Class).
>
> **Sub-Class 2**
>
> All current and former California hourly non-exempt employees of Defendants who provide distribution services for Defendants at any time from four (4) years prior to the filing of this action through the date of class certification who worked at least one (1) shift of more than

ten (10) hours. ("Second Meal Period" Sub-Class).

Sub-Class 3

All current and former California hourly non-exempt employees of Defendants who provide distribution services for Defendants at any time from one (1) year prior to the filing of this action through the date of class certification who are members of Sub-Class 1 and/or 2. ("Wage Statement Class" Sub-Class).

Sub-Class 4

All former California hourly non-exempt employees of Defendants who provided distribution services for Defendants at any time from three (3) years prior to the filing of this action through the date of class certification who are members of Sub-Class 1 and/or 2. ("Waiting Time Penalties" Sub-Class).

28. Plaintiff reserves the right to amend or otherwise alter the class definition presented to the Court at the appropriate time, or to alter, propose or eliminate sub-classes, in response to facts learned through discovery, legal arguments advanced by Defendants or otherwise.

29. Further, this action is brought for the benefit of the public, who are entitled to restitution of those funds improperly withheld by Defendants.

30. This action has been brought and may be properly maintained as a class action pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

31. **Numerosity:** Members of the Class are so numerous that their individual joinder is impracticable. It is possible to ascertain the number of former and current employees who are members of the proposed class, but they are so numerous that joinder is impracticable. The proposed Class includes future employees (persons who are hired by defendant within the class period, but who are not now class members as current or former employees) whose joinder is currently impossible. The precise number of Class members and their addresses can be determined by Defendants' business records and will become known to Plaintiff through discovery. Class members may be notified of the pendency of this action by

mail, e-mail, the internet, or published and posted notice.

32. **Typicality:** Plaintiff's claims are typical of the claims of members of the proposed classes. Defendants employed Plaintiff during the statutory period, and Plaintiff has been subjected to Defendants' breaching employment practices, as alleged in this Complaint.

33. **Adequacy of Class Representative:** Plaintiff will fairly and adequately protect the interests of the classes. Plaintiff's interests do not conflict with Class members' interests, and Plaintiff has retained competent and experienced counsel. The interests of Class members will be fairly and adequately protected by Plaintiff and his counsel.

34. **Common Questions of Law and Fact:** Common questions of law and fact exist as to all Class members and predominate over any questions affecting solely individual members of the proposed Class:

a. Whether Defendants improperly retained, appropriated or deprived Plaintiff and members of the proposed Plaintiff class of the use of monies or sums to which they were contractually entitled;

b. Whether Defendants, and each of them, was/were participants in the alleged conduct which resulted in the breach of contract provisions applicable to Plaintiff and the Class;

c. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff and the members of the Class timely 30-minute meal periods, in breach of Defendants' contractual meal period policies, including but not limited to "Meal Break and Time Clock Requirements";

d. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class the full amount of compensation owed for meal period policy violations, in breach of "Meal Break and Time Clock Requirements";

e. Whether Defendants breached to "Meal Break and Time Clock Requirements" by failing to compensate Plaintiff and the Class members one hour of pay at their straight-time rate of pay for meal period policy violations;

f. Whether Defendants violated Labor Code §203 by failing to pay all wages due upon separation;

g. Whether Defendants failed to provide accurate wage statements to Plaintiff and members of the Class; and

h. The nature and extent of class-wide injury and measure of damages for the injury.

35. **Superiority and Substantial Benefit:** A class action is the superior method for the fair and efficient adjudication of this controversy. Defendants implemented illegal schemes that are generally applicable to the members of the proposed plaintiff class and sub-classes. Damages suffered by each Class member may be relatively small given the burden and expense of individual prosecution of the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs done to them on an individual basis. Even if Class members could afford such individual litigation, the court system could not. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

36. Plaintiff knows of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. Plaintiff is informed and believes, and on that basis alleges, that the amount of money due to each Class member as economic damages is ascertainable from Defendants' records or may readily be determined by other means.

37. The Classes should also be certified because:

a. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants;

b. The prosecution of separate actions by individual Class members creates the risk of adjudication with respect to them, which would, as a practical matter, be dispositive of the interests of the other Class members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests; and

c. Defendants have acted or have refused to act on grounds generally applicable to the class and/or the general public, thereby making final and injunctive relief, as well as declaratory relief, with respect to the Class as a whole, appropriate.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT (MEAL PERIODS)

(Against all Defendants)

38. Plaintiff re-alleges and incorporates by reference, as though set fully forth herein, paragraphs 1 through 37 of this Complaint.

39. Defendants entered into contracts entitled Meal Break and Time Clock Requirements, with Plaintiff and the Class members, each respectively. In exchange for Plaintiff and the Class members' employment with Defendants, Plaintiff and the Class members executed Meal Break and Time Clock Requirements.

40. Meal Break and Time Clock Requirements provides that Plaintiff and the Class are entitled to a meal break of no less than thirty (30) minutes when working shifts greater than five (5) hours, and if Plaintiff and the Class members do not take a thirty (30) minute meal break, Defendants are required to pay Plaintiff and the Class members one (1) hour of pay at their straight-time rate of pay.

41. Plaintiff and the Class members worked for Defendants pursuant to the contractual obligations contained in Defendants' contractual meal period policies,

including but not limited to “Meal Break and Time Clock Requirements”.

42. Plaintiff and the Class consistently worked over five (5) hour shifts without having a timely meal period of at least thirty (30) minutes scheduled into their shifts, due to Defendants’ practice of discouraging, dissuading and/or impeding Plaintiff and the Class from taking meal periods. Plaintiff and the Class were not provided timely meal periods and/or were not provided meal periods of a full 30 minutes and/or were not provided meal periods during their shifts. As a result, Defendants breached their contractual obligation to provide Plaintiff and the Class by failing to provide timely meal periods of thirty (30) minutes.

43. Pursuant to Defendants’ contractual meal period policies, including but not limited to “Meal Break and Time Clock Requirements”, Plaintiff and the Class are entitled to a meal period of at least thirty (30) minutes working shifts of greater than five (5) hours, and a second meal period of at least thirty (30) minutes when working shifts greater than ten (10) hours.

44. Plaintiff alleges that Defendants breached “Meal Break and Time Clock Requirements” by failing to provide meal periods to Plaintiff and the Class, resulting in meal period policy violations, which Defendants failed to compensate to Plaintiff and the Class.

45. Plaintiff and Class members were routinely required to work longer than five (5) hours without a meal break at the direction of Defendants and/or with Defendants’ knowledge or acquiescence, and without a valid waiver.

46. As a result of their actions, Defendants have breached their contractual obligation by failing to provide complaint meal periods to Plaintiff and the Class and pay compensation to Plaintiff and the Class for these meal period policy violations, pursuant to “Meal Break and Time Clock Requirements”.

47. “Meal Break and Time Clock Requirements” requires Defendants to pay Plaintiff and the Class members one (1) hour of pay, at their respective straight time pay rate, for each meal period policy violation.

48. By virtue of Defendants' breach of contract for failing to provide meal periods to Plaintiff and the Class and compensate for meal period violations, Plaintiff and the Class have suffered and will continue to suffer damages in amounts which are presently unknown and will be ascertained according to proof at trial.

49. Plaintiff and the Class are entitled to recovery in the full amount of compensation contractually owed pursuant to "Meal Break and Time Clock Requirements", and any other relief deemed just and proper.

50. Plaintiff and the Class Members seek recovery of pre-judgment interest and attorney's fees and costs, pursuant to Civil Code §§ 1021.5, 1033.5, and 3289, and Labor Code §§ 218.5 and 218.6.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Violation of Labor Code §226

(Against all Defendants)

51. Plaintiff re-alleges and incorporates by reference, as though set fully forth herein, paragraphs 1 through 37 of this Complaint.

52. California Labor Code §226 provides:

> (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate 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 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 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...

53. Labor Code §226(e) provides that an employee is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation of §226 occurs and one hundred dollars ($100) for each subsequent pay period not to exceed an aggregate penalty of four thousand dollars ($4,000), as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide timely and accurate itemized statements to the employees.

54. Plaintiff and the Class members suffered injury as a result of Defendants' knowing and intentional failure to provide accurate itemized wage statements, as meal period policy violation compensation was not reflected in the wage statements.

55. At all material times, Defendants knowingly and intentionally failed to provide Plaintiff and Class Members with accurate wage statements reflecting the accurate gross wages earned, net wages earned, and/or list the meal period policy violation payments on the wage statement.

56. Plaintiff and the Class members are entitled to the greater of actual damages or statutory penalties pursuant to Labor Code §226(e) for these violations, in an amount to be determined at trial.

57. Plaintiff and the Class members are entitled to and seek costs and reasonable attorneys' fees pursuant to Labor Code §226(e).

58. Plaintiff further seeks injunctive relief and reasonable attorneys' fees and costs pursuant to Labor Code §226(h).

///

///

THIRD CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE AT SEPARATION

Violation of Labor Code §§201, 203

(Against all Defendants)

59. Plaintiff re-alleges and incorporates by reference, as though set fully forth herein, paragraphs 1 through 37 of this Complaint.

60. Plaintiff and the Class members whose employment ended with Defendants during the relevant time period were entitled to be promptly paid all earned and unpaid wages at the time of termination, as required pursuant to Labor Code §§201 and 202, *et seq*. Defendants refused and/or intentionally failed to promptly compensate Plaintiff and the other Class members all earned wages, including meal period policy violation pay. Based on this, Plaintiff and the Class members seek and are entitled to damages in the form of statutory waiting time penalties pursuant to LC §203.

61. Plaintiff and the Class members whose employment terminated during the relevant time period were employees of Defendants covered by Labor Code §203.

62. Accordingly, pursuant to Labor Code §203, Plaintiff and the Class members are entitled to waiting time penalties at an amount to be proven at trial.

FOURTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§ 2698, *et seq*.

(Against all Defendants)

63. Plaintiff on behalf of himself and on behalf of all other aggrieved employees herein re-alleges and incorporates each and every one of the allegations in the preceding paragraphs as if fully set forth herein.

64. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004, provides for a civil penalty to be assessed and collected by the Labor

and Workforce Development Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

65. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil penalty.

66. Plaintiff and Defendants' non-exempt hourly employees who work/worked as distribution employees are "aggrieved employees" as defined by Labor Code §2699, in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

67. Plaintiff gave written notice electronically to the LWDA, and by certified mail to Defendants of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code §2699.3. More than 65 days have lapsed since notice to the LWDA and the LWDA has not indicated that it intends to investigate Defendants' Labor Code violations. Accordingly, Plaintiff may commence a civil action to recover civil penalties for himself and other current and former employees under Labor Code §2699 pursuant to §2699.3.

68. Plaintiff asserts all the claims in this Complaint against Defendants, individually and on behalf of all aggrieved employees in their capacity as private attorney general and seeks all applicable civil penalties available under the Labor Code.

69. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of all aggrieved employees, requests and seeks to recover from the Defendants for: wage statement violations and waiting time penalties according to proof. Plaintiff is further entitled to attorneys' fees and costs pursuant to Labor Code §2699(k)(1), as

well as all civil penalties, including, but not limited to:

a. Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, or pursuant to Labor Code §2699(f)(2)(B) for $200 for each aggrieved employee per pay period for each violation.

70. Any and all additional civil penalties and sums as provided by the Labor Code and/or other statutes.

71. Plaintiff seeks and is entitled to have 65% of all penalties obtained be allocated to the LWDA and 35% to aggrieved employees.

72. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code §§2699(k)(1).

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. An order that the action be certified as a class action;
2. An order that Plaintiff be appointed class representative;
3. An order that counsel for Plaintiff be appointed class counsel;
4. An order requiring Defendants to identify, by name, email address, address and telephone number all current and former California hourly non-exempt employees of Defendants who provided distribution services for Defendants at any time from four (4) years prior to the filing of this action through the date of class certification;
5. For all unpaid wages due to Plaintiff and each Class member, in amounts to be proven at trial;
6. For restitution of all unpaid wages due Plaintiff and each Class member;
7. For recovery as authorized by Labor Code §226(e);
8. For all applicable statutory penalties, in amounts to be proven at trial;

9. For an award of waiting time penalties pursuant to section 203 of the California Labor Code, in amounts to be proven at trial;
10. For general damages including compensatory damages according to proof;
11. For pre-judgment interest as allowed by Labor Code § 218.6, Cal. Civil Code §§ 3287, 3289 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;
12. For all applicable interest on damages, wages, expenses, and penalties due;
13. For injunctive relief to prevent further violations of the California Labor Code;
14. For costs of suit, expenses and attorneys' fees pursuant Labor Code §§226(e) and (h), 218.5, 2699(k)(1), Code of Civil Procedure §§ 1021.5, 1033.5, and all other applicable law,
15. On behalf of Plaintiff and all other aggrieved employees and the LWDA, for all civil penalties authorized by LC §2699, including but not limited to:
    a. Civil Penalties under Labor Code §2699(f)(2)(A), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, or pursuant to Labor Code §2699(f)(2)(B) for $200 for each aggrieved employee per pay period for each violation, and;

///
///
///
///
///
///
///

16. For all such other and further relief that the Court may deem just and proper.

Date: January 7, 2025

THE MYERS LAW GROUP, A.P.C.

By: ______________________

David P. Myers,
Jason Hatcher,
Andriana N. Bravo
Attorneys for Plaintiff and all others similarly situated