

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Jeffrey Klein, Esq. (SBN 297296)
4 William Tran, Esq. (SBN 335908)
5 **LAVI & EBRAHIMIAN, LLP**
6 8889 W. Olympic Boulevard, Suite 200
7 Beverly Hills, California 90211
8 Telephone: (310) 432-0000
9 Facsimile: (310) 432-0001
10 Email: jlavi@lelawfirm.com
11 vgranberry@lelawfirm.com
12 jklein@lelawfirm.com
13 wtran@lelawfirm.com

14 Attorneys for Plaintiff RUDY ALVAREZ,
15 on behalf of himself and current and former aggrieved employees

16
17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18
19 **FOR THE COUNTY OF SAN JOAQUIN**

20 RUDY ALVAREZ, on behalf of himself and
21 current and former aggrieved employees

22 Plaintiff,

23 vs.

24 KEHE DISTRIBUTORS, INC.; and DOES 1 to
25 100, inclusive,

26 Defendants.

Case No.: STK-CV-UOE-2025-0000820

PAGA ACTION

**PLAINTIFF RUDY ALVAREZ'S
COMPLAINT FOR:**

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

27 **COMES NOW** Plaintiff RUDY ALVAREZ ("Plaintiff"), who alleges and complains
28 against Defendants KEHE DISTRIBUTORS, INC.; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-exempt

employees in California during the relevant time period seeking civil penalties associated with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to pay overtime wages at the proper overtime rate of pay; failure to authorize or permit all legally required and/or compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest period premium wages; indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties; statutory penalties for failure to timely pay earned wages during employment; and statutory penalties for failure to provide accurate wage statements. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code § 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to San Joaquin County, at 4650 Newcastle Road, Stockton, CA 95215.

III. PARTIES

1. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of himself and other current and former employees subject to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is filed include current, former and/or future employees of Defendants who work, worked, or will work for Defendants as direct employees as well as temporary employees employed through temporary

1 staffing agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in San Joaquin from in or
4 around December 23, 2023, and is still currently employed by Defendant.

5 2. Plaintiff is informed and believes and thereon alleges that Defendant KEHE
6 DISTRIBUTORS, INC. is authorized to do business within the State of California and is doing
7 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant
8 hereto were persons acting on behalf of Defendant KEHE DISTRIBUTORS, INC. in the
9 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
10 Defendant KEHE DISTRIBUTORS, INC. operates in San Joaquin County and employed Plaintiff
11 and aggrieved employees in San Joaquin County, including but not limited to, at 4650 Newcastle
12 Road, Stockton, CA 95215.

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

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

24 5. 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. Plaintiff is informed and believes that each of the fictitiously
28 named defendants is in some manner responsible for the events and allegations set forth in this

1 complaint.

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

5 **FIRST CAUSE OF ACTION**

6 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
7 **2004, LABOR CODE §§ 2698, ET SEQ.**

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

10 7. Plaintiff incorporates all paragraphs above as though fully set forth herein.

11 8. During Plaintiff's employment and continuing through the present, Plaintiff alleges
12 Defendants violated Labor Code §§ 204, 223, 226, 226.7, 510, 512, 1194, 1197, 2802, and the
13 applicable Wage Orders.

14 9. Specifically, Defendants have committed the following violations of California
15 Labor Code:

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

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

25 12. In this case, Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees worked more minutes per shift than Defendants credited them with having
27 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
28 California-based hourly non-exempt employees all wages at the applicable minimum wage for all

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

3 (a) Requiring Plaintiff and other current and former aggrieved California-based
4 hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock security
5 checks, prior to being permitted to clock-in for their start shifts; and

6 (b) Requiring Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees to complete off-the-clock work, prior to being permitted to clock-in
8 for their start shifts.

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

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

22 15. Labor Code §§ 510 and 1194 require an employer to compensate employees a higher
23 rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours
24 in a workweek, and on any seventh consecutive day of work in a workweek:

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

regular rate of pay of an employee.

Labor Code § 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock security checks, prior to being permitted to clock-in for their start shifts; and

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to complete off-the-clock work, prior to being permitted to clock-in for their start shifts.

17. 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 §§ 510, 1194 and 1198, and the applicable Wage Order.

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

19. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 8 at §11; *Brinker*

1 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
2 employee for a work period of more than ten (10) hours per day without providing the employee
3 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
4 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
5 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
6 period is only permitted when: (1) the nature of the work prevents an employee from being relieved
7 of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

8 20. If an employer fails to provide an employee a meal period in accordance with the
9 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
10 for each workday that a legally required and compliant meal period was not provided. Labor Code
11 §§ 226.7 and 1198; Wage Order 8 at §11.

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

16 (a) Failing to provide Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at
18 least 30 minutes for every five hours worked, as result of Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees taking late meal breaks; and

20 (b) Failing to provide Plaintiff and other current and former aggrieved
21 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no
22 less than thirty (30) minutes for each workday that Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

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

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

26. If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order 8 at § 12.

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

(a) Failing to provide Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
2 (4) hours worked or major fraction thereof.

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

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

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

16 31. Defendants have violated Labor Code § 2802 by failing to indemnify Plaintiff and
17 other current and former aggrieved California-based non-exempt hourly employees' necessary
18 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed
19 policies, practices, and/or procedures included, but not limited to:

20 (a) Requiring Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees to use or purchase their own tools and/or resources in order to work
22 for Defendants, including but not limited to steel toe shoes for work-related purposes - without
23 reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt
24 employees for such use.

25 32. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
26 aggrieved employees would not receive indemnification for their employment related expenses.
27 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
28 compliance with California law.

1 33. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
2 employment related expenses, including but not limited to costs related to use of their personal cell
3 phones and costs associated with their uniforms pursuant to Labor Code § 2802.

4 34. **Failure to timely pay earned wages during employment:** In California, wages
5 must be paid at least twice during each calendar month on days designated in advance by the
6 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
7 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
8 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
9 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
10 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
11 calendar days following the close of the payroll period in which wages were earned. Labor Code §
12 204(d).

13 35. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
14 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
15 employees' earned wages (including minimum wages, overtime wages, meal period premium wages
16 and/or rest period premium wages), in violation of Labor Code § 204. Defendants' aforementioned
17 policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and other current and
18 former aggrieved California-based hourly non-exempt employees' their earned wages within the
19 applicable time frames outlined in Labor Code § 204.

20 36. **Secret payment of lower wages than designated by statute:** Labor Code § 223
21 provides that, where any statute or contract requires an employer to maintain the designated wage
22 scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated
23 by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to:
24 pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful sick pay
25 at the employees' regular rate of pay, as established by Labor Code §§ 226.7, 246, 510, 1194 and
26 §§ 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code § 1198, the
27 Defendant secretly paid a lower wage than designated by statute while purporting to pay the wages
28 designated by statute, in violation of Labor Code § 223.

1 37. **Failure to provide complete and accurate wage statements:** Labor Code § 226,
2 subdivision (a). Labor Code § 226(a) provides, *inter alia*, that, upon paying an employee his or her
3 wages, the employer must “furnish each of his or her employees ... an itemized statement in writing
4 showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee
5 whose compensation is solely based on a salary and who is exempt from payment of overtime under
6 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
7 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
8 rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee
9 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay
10 period for which the employee is paid, (7) the name of the employee and his or her social security
11 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate by the employee.”

14 38. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
15 and other current and former aggrieved California-based hourly non-exempt employees all wages
16 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
17 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
18 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code § 226(a)(1,
19 2, 5 & 9).

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

23 40. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
24 § 2699.3. On November 5, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and provided
25 notice to Defendants by certified mail which provided notice of the specific provisions of the Labor
26 Code alleged to have been violated, including the facts and theories to support the violations alleged.

27 41. Pursuant to Labor Code § 2699.3, the LWDA must give written notice by certified
28 mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60

1 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice
2 within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate
3 Plaintiff's claims.

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

8 a. For violations of Labor Code §§ 226(a), 226.7, and 2802; one hundred dollars
9 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
10 (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts
11 established by Labor Code § 2699(f)(2)].

12 b. For violations of Labor Code § 226(a), alternatively, two hundred fifty dollars
13 (\$250) for each employee for each pay period for the initial violation, and for each subsequent
14 violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty
15 amounts established by Labor Code § 226.3].

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

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

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

28 43. Pursuant to Labor Code § 2699(g), Plaintiff is entitled to an award of reasonable

1 attorneys' fees and costs in connection with his claims for civil penalties.

2 **PRAYER FOR RELIEF**

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

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

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

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

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

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

15
16 Dated: January 16, 2025

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

17
18
19 By:



Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey Klein, Esq.
William Tran, Esq.
Attorneys for Plaintiff RUDY ALVAREZ,
on behalf of himself and current and former
aggrieved employees