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 on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

ELIA DEYANIRA ALANIS, on behalf of
 herself and other aggrieved employees,

Plaintiff,

vs.

SIMPLEHUMAN LLC; and DOES 1 to 100,
 inclusive,

Defendants.

Case No.: **21STCV42954**

PAGA ACTION

**PLAINTIFF ELIA DEYANIRA
 ALANIS' COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
 TO THE PRIVATE ATTORNEYS
 GENERAL ACT OF 2004
 ("PAGA"), LABOR CODE
 SECTION 2698, et seq.**

COMES NOW Plaintiff ELIA DEYANIRA ALANIS ("Plaintiff"), who alleges and
 complains against Defendants SIMPLEHUMAN LLC and DOES 1 to 100, inclusive (collectively,
 "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq.
 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
 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 Defendant's failure to pay wages for all
 hours worked at the employees' minimum wage rate or overtime rate; failure to provide all legally

1 required and legally compliant meal and rest periods; failure to indemnify for all necessary
2 expenditures or losses incurred by employees in direct consequence of discharging their duties;
3 failure to timely pay earned wages during employment; failure to provide complete and accurate
4 wage statements; failure to timely pay all unpaid wages following separation of employment.
5 Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
6 Development Agency, civil penalties, reasonable attorney's fees pursuant to Labor Code section
7 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

8 **II. JURISDICTION AND VENUE**

9 1. This Court has jurisdiction over Plaintiff and the other current and former hourly
10 aggrieved California-based employees' claims because Plaintiff's lawsuit seeks damages in excess
11 of \$25,000 and Defendants employed class members and injuries occurred in locations in
12 California including but not limited to Los Angeles County at 4800 Conant Street, Long Beach,
13 CA 90808.

14 **III. PARTIES**

15 2. Plaintiff brings this action as a representative of the Labor and Workforce
16 Development Agency on behalf of herself and other current and former employees subject to
17 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
18 filed include current, former and/or future employees of Defendants who worked, work, or will
19 work for Defendants as non-exempt hourly employees in California. At all times mentioned
20 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California
21 and was employed by Defendants in an hourly position at Defendants' location in Los Angeles
22 from approximately August 17, 2020, to the present.

23 3. Plaintiff is informed and believes and thereon alleges that Defendant
24 SIMPLEHUMAN LLC is authorized to do business within the State of California and is doing
25 business in the State of California and/or that Defendants DOES 1-33 are, and at all times relevant
26 hereto were persons acting on behalf of Defendant SIMPLEHUMAN LLC in the establishment of,
27 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant
28 SIMPLEHUMAN LLC operates in Los Angeles County and employed Plaintiff and putative class

1 members in Los Angeles County, including but not limited to, at 4800 Conant Street, Long Beach,
2 CA 90808.

3 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 33
4 through 66 are corporations or are other business entities or organizations of a nature unknown to
5 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
6 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
7 working conditions of employment of Plaintiff and aggrieved employees.

8 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
9 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
10 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
11 supervisor, independent contractor and/or employee of each defendant who violated or caused to
12 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
13 the Industrial Welfare Commission's wage orders regulating hours and days of work.

14 6. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
15 sues said defendants by said fictitious names and will amend this complaint when the true names
16 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
17 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
18 named defendants is in some manner responsible for the events and allegations set forth in this
19 complaint.

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

23 **FIRST CAUSE OF ACTION**

24 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

25 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

26 **(Against all Defendants and DOE Defendants)**

27 8. Plaintiff incorporates all paragraphs above as though fully set forth herein.

28 9. During the period beginning one-year period preceding the sending of the initial

1 notice to the LWDA to the present (“the Civil Penalty Period”), Defendants violated Labor Code
2 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 2802, and Sections 14 and 15
3 of the applicable Wage Orders.

4 10. Specifically, Defendants have committed the following violations of California
5 Labor Code:

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

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

15 13. In this case, Plaintiff and other current and former aggrieved California-based
16 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
17 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
18 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
19 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
20 not limited to:

21 (a) Requiring Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees to create and set up a profile on Defendants’ “Paylocity”
23 application without being paid for the time spent setting up their profiles;

24 (b) Since the outbreak of COVID-19, requiring Plaintiff and other current and
25 former aggrieved California-based hourly non-exempt employees to arrive prior to the start of
26 their shift and line up to wait to undergo and undergo off-the-clock COVID-19 temperature checks
27 and/or medical questionnaires prior to being permitted to clock in for the start of their shift; and

28 (c) Since on or around September 1, 2021, in addition to the aforementioned

1 off-the-clock COVID-19 temperature checks and/or medical questionnaires, requiring Plaintiff and
2 other current and former aggrieved California-based hourly non-exempt employees were required
3 to line up, stand in line, and wait to clock in using a retina scanner, a process which, by itself,
4 takes approximately three to five minutes per employee to clock them in for the start of their shift.

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

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

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

20 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
21 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
22 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
23 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
24 (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.

25 Labor Code section 510.

26 17. In this case, Defendants failed to pay Plaintiff and other current and former
27 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
28 worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

1 (a) Requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees to create and set up a profile on Defendants' "Paylocity"
3 application without being paid for the time spent setting up their profiles;

4 (b) Since the outbreak of COVID-19, requiring Plaintiff and other current and
5 former aggrieved California-based hourly non-exempt employees to arrive prior to the start of
6 their shift and line up to wait to undergo and undergo off-the-clock COVID-19 temperature checks
7 and/or medical questionnaires prior to being permitted to clock in for the start of their shift; and

8 (c) Since on or around September 1, 2021, in addition to the aforementioned
9 off-the-clock COVID-19 temperature checks and/or medical questionnaires, requiring Employee
10 and other current and former aggrieved California-based hourly non-exempt employees were
11 required to line up, stand in line, and wait to clock in using a retina scanner, a process which, by
12 itself, takes approximately three to five minutes per employee to clock them in for the start of their
13 shift.

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

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

26 20. California law requires an employer to authorize or permit an employee an
27 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
28 all duties and the employer relinquishes control over the employee's activities prior to the

1 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker*
2 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
3 employee for a work period of more than ten (10) hours per day without providing the employee
4 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
5 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
6 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
7 period is only permitted when: (1) the nature of the work prevents an employee from being
8 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

13 22. In this case, Defendants failed to authorize or permit legally required and compliant
14 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
15 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
16 limited to: failing to provide Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
18 (30) minutes for shifts over ten (10) hours as required by law.

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

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

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

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

16 27. If the employer fails to authorize or permit a required rest period, the employer
17 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
18 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
19 Wage Order 9 at § 12.

20 28. In this case, Defendants failed to authorize or permit all legally required and
21 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
22 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
23 limited to: failing to provide Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees a third uninterrupted duty-free rest period of a net ten (10) minutes
25 for shifts exceeding ten (10) hours.

26 29. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
28 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each

workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

30. 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 in which Defendants did not provide them with rest periods in compliance with California law.

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

32. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff and other current and former aggrieved California-based non-exempt hourly employees' necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a policy, practice, and procedure whereby from four years prior to the filing of the Complaint through on or around September 1, 2021, when Employers implemented the retina scanner, Employee and other current and former aggrieved California-based hourly non-exempt employees were required to download and use an application called "Paylocity" on their personal cell phones to clock in and out for shifts, request time off, and create employee profiles. Employee and other current and former aggrieved California-based hourly non-exempt employees used and/or purchased their own tools and/or resources in order to work for Employers, including but not limited to their cell phone and cellular service (including both telephone use and cellular data use) for work-related purposes - without reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt employees for their cellular and/or data usage.

33. Moreover, Defendants employed policies and procedures which ensured Plaintiff and aggrieved employees would not receive indemnification for their employment related expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such

1 indemnification in compliance with California law.

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

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

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

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

1 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
2 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
3 name of the employee and his or her social security number, (8) the name and address of the legal
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
5 the corresponding number of hours worked at each hourly rate by the employee.”

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

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

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

21 41. Defendants’ violations of Wage Order 9 constituted violations of Labor Code
22 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

27 43. Plaintiff has complied with the procedures for bringing suit specified in Labor
28 Code section 2699.3. On September 17, 2021, Plaintiff filed notice with LWDA and provided

1 notice to Defendants by certified mail which provided notice of the specific provisions of the
2 Labor Code alleged to have been violated, including the facts and theories to support the
3 violations alleged.

4 44. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
5 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
6 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
7 parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate
8 Plaintiff's claims.

9 45. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
10 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
11 512, 1194, 1197, 1198, and 2802, during the Civil Penalty Period in the following amounts:

12 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512,
13 and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
14 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
15 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

16 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
17 for each employee for each pay period for the initial violation, and for each subsequent violation,
18 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
19 established by Labor Code section 226.3].

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

24 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
25 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
26 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
27 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

28 46. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of

1 reasonable attorney's fees and costs in connection with her claims for civil penalties.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE, PLAINTIFF, ON HER BEHALF, ON BEHALF OF THE STATE**
4 **OF CALIFORNIA, AND ON OTHER CURRENT AND FORMER AGGRIEVED**
5 **EMPLOYEES PRAYS AS FOLLOWS:**

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

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

9 48. For any and all legally applicable penalties during the relevant statute of limitations
10 subject to any permissible tolling, including but not limited to that recoverable under California
11 Labor Code, including but not limited to sections 2699(f);

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

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

16
17 Dated: November 22, 2021

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

18
19 By:



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Cecile Vue, Esq.
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