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Assigned for All Purposes
Judge Peter Wilson
cx-102

Attorneys for Plaintiff ALBERTA AVELAR DE PINEDA
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ALBERTA AVELAR DE PINEDA,
on behalf of herself and other aggrieved
employees,

Plaintiff,

vs.

HYBRID PROMOTIONS, LLC dba HYBRID
APPAREL; FOR BARONHR WEST; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 30-2022-01271647-CU-OE-CXC

PAGA ACTION

**PLAINTIFF ALBERTA AVELAR DE
PINEDA'S COMPLAINT FOR:**

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

COMES NOW Plaintiff ALBERTA AVELAR DE PINEDA ("Plaintiff"), who alleges
and complains against Defendants HYBRID PROMOTIONS, LLC dba HYBRID APPAREL;
FOR BARONHR WEST; and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

1 **I. INTRODUCTION**

2 1. This is a Private Attorneys' General Act of 2004, Lab. Code §§ 2698, *et seq.*
3 ("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself
4 and other current and former aggrieved employees of Defendants who worked as hourly non-
5 exempt employees in California during the relevant time period seeking civil penalties associated
6 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
7 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
8 to authorize or permit all legally required and/or compliant meal periods or pay meal period
9 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
10 pay rest period premium wages; statutory penalties for failure to timely pay earned wages during
11 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
12 time penalties in the form of continuation wages for failure to timely pay employees all wages due
13 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the
14 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to
15 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
16 and others aggrieved.

17 2. In response to the COVID-19 pandemic, the Judicial Council of California enacted
18 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
19 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
20 tolled from April 6, 2020, until October 1, 2020.

21 **II. JURISDICTION AND VENUE**

22 3. This Court has jurisdiction over the claims of Plaintiff and all other current and
23 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
24 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
25 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
26 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
27 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
28 aggrieved California-based hourly non-exempt employees occurred in locations throughout

California, including but not limited to 5701 Skylab Rd., Huntington Beach, CA 92647.

III. PARTIES

4. Plaintiff brings this action as a representative of the Labor and Workforce Development Agency on behalf of herself 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 temp agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California and was employed by Defendants in an hourly position at Defendants' location in Orange County from approximately December 12, 2021, until her termination on or about February 6, 2022.

5. Plaintiff is informed and believes and thereon alleges that Defendant HYBRID PROMOTIONS, LLC dba HYBRID APPAREL is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto were persons acting on behalf of Defendant HYBRID PROMOTIONS, LLC dba HYBRID APPAREL in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant HYBRID PROMOTIONS, LLC dba HYBRID APPAREL operates in Orange County and employed Plaintiff and aggrieved employees in Orange County, including but not limited to, at 5701 Skylab Rd., Huntington Beach, CA 92647.

6. Plaintiff is informed and believes and thereon alleges that Defendant FOR BARONHR WEST is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto were persons acting on behalf of Defendant FOR BARONHR WEST in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant FOR BARONHR WEST operates in Orange County and employed Plaintiff and aggrieved employees in Orange County, including but not limited to, at 5701 Skylab Rd., Huntington Beach, CA 92647.

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

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

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

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

FIRST CAUSE OF ACTION

CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.

(Against all Defendants)

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

12. During the period beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, the applicable Wage Orders.

1 13. Specifically, Defendants have committed the following violations of California
2 Labor Code:

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

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

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

18 (a) “Rounding down” or “shaving down” Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees punches, including punches for meal
20 breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and
21 other current and former aggrieved California-based hourly non-exempt employees for this time;
22 and

23 (b) Requiring Plaintiff and other current and former aggrieved California-based
24 hourly non-exempt employees to remain on Defendants’ premises during their off-the-clock meal
25 breaks. Defendants’ continued control over Plaintiff and other current and former aggrieved
26 California-based hourly non-exempt employees during their off-the-clock meal breaks rendered
27 them on-duty but unpaid.

28 17. Therefore, Defendants suffered, permitted, and required Plaintiff and other current

1 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
2 control without paying wages for that time. This resulted in Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees working time for which they were not
4 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
5 Wage Order.

6 **18. Failure to pay wages for overtime hours worked at the overtime rate of pay:**
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 that inure to the benefit of the employer.’

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

15 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
16 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
17 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
18 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
19 (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.

20 Labor Code section 510.

21 **20.** In this case, Defendants failed to pay Plaintiff and other current and former
22 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
23 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

24 (a) “Rounding down” or “shaving down” Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees punches, including punches for meal
26 breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and
27 other current and former aggrieved California-based hourly non-exempt employees for this time;
28 and

1 (b) Requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees to remain on Defendants' premises during their off-the-clock meal
3 breaks. Defendants' continued control over Plaintiff and other current and former aggrieved
4 California-based hourly non-exempt employees during their off-the-clock meal breaks rendered
5 them on-duty but unpaid.

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

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

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

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

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

9 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
10 aggrieved California-based hourly non-exempt employees punches, including punches for meal
11 breaks, to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and
12 other current and former aggrieved California-based hourly non-exempt employees for this time;
13 and

14 (b) Requiring Plaintiff and other current and former aggrieved California-based
15 hourly non-exempt employees to remain on Defendants' premises during their off-the-clock meal
16 breaks. Defendants' continued control over Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees during their off-the-clock meal breaks rendered
18 them on-duty but unpaid.

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

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

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

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

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

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

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

28 (a) Requiring Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees to remain on Defendants' premises during their rest breaks.
2 Defendants' continued control over Plaintiff and other current and former aggrieved California-
3 based hourly non-exempt employees during their rest breaks rendered their rest breaks on-duty;
4 and

5 (b) Defendants failed to provide Plaintiff and other current and former
6 aggrieved California based hourly non-exempt employees a third uninterrupted duty-free rest
7 period of no less than ten (10) net minutes on each workday that Plaintiff and other current and
8 former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

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

27 35. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
28 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-

1 exempt employees' earned wages (including minimum wages, overtime wages, meal period
2 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
3 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
4 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
5 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

19 **37.** As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
20 and other current and former aggrieved California-based hourly non-exempt employees all wages
21 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
22 period premium wages) rendered Plaintiff's and other current and former aggrieved California-
23 based hourly non-exempt employees' wage statements inaccurate, in violation of Labor Code
24 section 226.

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

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

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

10 41. Plaintiff has complied with the procedures for bringing suit specified in Labor
11 Code section 2699.3. On May 16, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and
12 provided notice to Defendants by certified mail which provided notice of the specific provisions of
13 the Labor Code alleged to have been violated, including the facts and theories to support the
14 violations alleged.

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

20 43. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
21 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
22 512, 1194, 1197, and 1198 beginning one (1) year preceding Plaintiff sending the initial PAGA
23 Claim Notice to the LWDA to the present, in the following amounts:

24 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, and
25 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
27 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

28 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)

1 for each employee for each pay period for the initial violation, and for each subsequent violation,
2 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
3 established by Labor Code section 226.3].

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

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

12 44. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
13 reasonable attorneys' fees and costs in connection with her claims for civil penalties.

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PRAYER FOR RELIEF

**WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF 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 that recoverable under California Labor Code, including but not limited to sections 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to that 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: July 25, 2022

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By:



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ALBERTA AVELAR DE PINEDA,
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