

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Richard Fruin

Joseph Lavi, Esq. (SBN 209776)  
Vincent C. Granberry, Esq. (SBN 276483)  
Danielle E. Montero, Esq. (SBN 333495)  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, California 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001  
Email: jlavi@lelawfirm.com  
vgranberry@lelawfirm.com  
dmontero@lelawfirm.com  
wht2@lelawfirm.com

Attorneys for Plaintiff CARLOS ANDRADE,  
on behalf of himself and current and former aggrieved employees

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

CARLOS ANDRADE, on behalf of himself and  
other aggrieved employees,

Plaintiff,

vs.

RESTORATION HARDWARE, INC.; DCO  
LA, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 22STCV34734

**PAGA ACTION**

**PLAINTIFF CARLOS ANDRADE'S  
COMPLAINT FOR:**

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

**COMES NOW** Plaintiff CARLOS ANDRADE ("Plaintiff"), who alleges and complains  
against Defendants RESTORATION HARDWARE, INC.; DCO LA, 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, 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

1 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure  
2 to authorize or permit all legally required and/or compliant meal and rest periods or pay meal and  
3 rest period premium wages; statutory penalties for failure to timely pay earned wages during  
4 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting  
5 time penalties in the form of continuation wages for failure to timely pay employees all wages due  
6 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the  
7 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to  
8 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,  
9 and others aggrieved.

## 10 **II. JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over the claims of Plaintiff and all other current and  
12 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks  
13 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly  
14 non-exempt employees, and the State of California in excess of twenty-five thousand dollars  
15 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-  
16 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former  
17 aggrieved California-based hourly non-exempt employees occurred in locations throughout  
18 California, including but not limited to Los Angeles County, at 2600 Yates Ave., Commerce,  
19 California 90040.

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

## 24 **III. PARTIES**

25 4. Plaintiff brings this action as a representative of the Labor and Workforce  
26 Development Agency on behalf of himself and other current and former employees subject to  
27 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is  
28 filed include current, former and/or future employees of Defendants who work, worked, or will

1 work for Defendants as direct employees as well as temporary employees employed through temp  
2 agencies as hourly non-exempt employees in California. At all times mentioned herein, the  
3 currently named Plaintiff is and was domiciled and a resident and citizen of California and was  
4 employed by Defendants in an hourly position at Defendants' location in Los Angeles from in or  
5 around September 2019, until on or about February 23, 2022.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant  
7 RESTORATION HARDWARE, INC.; is authorized to do business within the State of California  
8 and is doing business in the State of California and/or that Defendants DOES 1-25 are, and at all  
9 times relevant hereto were persons acting on behalf of Defendant RESTORATION HARDWARE,  
10 INC.; in the establishment of, or ratification of, the aforementioned illegal wage and hour practices  
11 or policies. Defendant RESTORATION HARDWARE, INC.; operates in Los Angeles County  
12 and employed Plaintiff and putative class members in Los Angeles County, including but not  
13 limited to, at 2600 Yates Ave., Commerce, California 90040.

14 6. Plaintiff is informed and believes and thereon alleges that Defendant DCO LA,  
15 LLC.; is authorized to do business within the State of California and is doing business in the State  
16 of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto were  
17 persons acting on behalf of Defendant DCO LA, LLC in the establishment of, or ratification of,  
18 the aforementioned illegal wage and hour practices or policies. Defendant DCO LA, LLC operates  
19 in Los Angeles County and employed Plaintiff and putative class members in Los Angeles  
20 County, including but not limited to, at 2600 Yates Ave., Commerce, California 90040.

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

26 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
27 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
28 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 by Plaintiff)**

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, and 1198, and Sections 14 and 15 of the applicable Wage Orders.

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

14. **Failure to pay wages for all hours worked at the legal minimum wage:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either

1 directly or indirectly, performing services which inure to the benefit of the employer.

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

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

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

15 (b) Since the outbreak of COVID-19, requiring Plaintiff and other current and former  
16 aggrieved California-based hourly non-exempt employees to line up to wait and undergo and  
17 undergo off-the-clock COVID-19 temperature checks and medical questionnaires prior to be  
18 permitted to clock in for their start shift; and

19 (c) Requiring Plaintiff and other current and former aggrieved California-based hourly  
20 non-exempt employees to line up and wait at the timeclock to clock-in and be at their workstation  
21 ready to work by the time the 6:00 a.m. shift start bell rings.

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

28 18. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**

Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all “hours worked,” which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.’

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

Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be compensated 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 section 510.

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

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

(c) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to line up and wait at the timeclock to clock-in and be at their workstation ready to work by the time the 6:00 a.m. shift start bell rings.

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

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

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

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

28          25.     In this case, Defendants failed to authorize or permit legally required and compliant

1 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-  
2 exempt employees due to Defendants' policies, practices, and/or procedures, including but not  
3 limited to:

4 (a) "Rounding down" or "shaving down" Plaintiff and other current and former  
5 aggrieved California-based hourly non-exempt employees punches, including meal break punches,  
6 to the nearest quarter of an hour to the benefit of Defendants without paying Plaintiff and other  
7 current and former aggrieved California-based hourly non-exempt employees for this time.

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

14 27. 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 during which Defendants did not provide them  
17 with meal periods in compliance with California law.

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

22 29. California law requires every employer to authorize and permit an employee a rest  
23 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor  
24 Code section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled to 10  
25 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more  
26 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so  
27 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code  
28 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of

1 each work period. Wage Order 1 at §12. Additionally, the rest period requirement “obligates  
2 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*  
3 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must  
4 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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

13 (a) Failing to provide Plaintiff and other current and former aggrieved California-based  
14 hourly non-exempt employees duty-free rest breaks by requiring them to remain on Defendants’  
15 premises during their rest breaks. Defendants’ exercise of control over how Plaintiff and other  
16 current and former aggrieved California-based hourly non-exempt employees spent their rest  
17 breaks rendered them on-duty because they remained subject to the control of Defendants during  
18 their rest breaks.

19 32. 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 with one (1) hour of pay at their regular rate of pay for each  
22 workday they did not receive legally required and compliant rest periods, in violation of Labor  
23 Code section 226.7.

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

28 34. **Failure to timely pay earned wages during employment:** In California, wages

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

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

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

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

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

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

16           40. Defendants' violations of Wage Order 1 constituted violations of Labor Code  
17 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

22           42. Plaintiff has complied with the procedures for bringing suit specified in Labor  
23 Code section 2699.3. On July 25, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and  
24 provided notice to Defendants by certified mail which provided notice of the specific provisions of  
25 the Labor Code alleged to have been violated, including the facts and theories to support the  
26 violations alleged.

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

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

4 44. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
5 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,  
6 512, 1194, 1197, and 1198 beginning one (1) year preceding Plaintiff sending the initial PAGA  
7 Claim Notice to the LWDA to the present, in the following amounts:

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

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

16 c. For violations of Labor Code section 510, 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 section 558] and any unpaid wages.

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

24 45. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of  
25 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

26 **PRAYER FOR RELIEF**

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

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

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

4 2. For any and all legally applicable penalties during the relevant statute of limitations  
5 subject to any permissible tolling, including but not limited to those recoverable under the  
6 California Labor Code, including but not limited to section 2699(f);

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

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

11  
12 Dated: October 31, 2022

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**



13  
14 By:

15 Joseph Lavi, Esq.  
16 Vincent C. Granberry, Esq.  
17 Danielle E. Montero, Esq.  
18 Attorneys for Plaintiff  
19 CARLOS ANDRADE,  
20 on behalf of himself and current and former  
21 aggrieved employees  
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