

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maurice Leiter

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Danielle E. Montero, Esq. (SBN 333945)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lclawfirm.com
vgranberry@lclawfirm.com
dmontero@lclawfirm.com
wht2@lclawfirm.com

Attorneys for Plaintiff CAROLYN D. BRYANT,
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**

CAROLYN D. BRYANT, on behalf of herself
and other aggrieved employees,

Plaintiff,

vs.

WORLD PRIVATE SECURITY, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: **23STCV03520**

PAGA ACTION

**PLAINTIFF CAROLYN D.
BRYANT'S COMPLAINT FOR:**

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

COMES NOW Plaintiff CAROLYN D. BRYANT ("Plaintiff"), who alleges and
complains against WORLD PRIVATE SECURITY, 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, 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 Defendants' for failure to pay wages for all
hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure

1 to authorize or permit all legally required and/or compliant meal periods or pay meal period
2 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
3 pay rest period premium wages; failure to pay security guards wages on a weekly basis;
4 indemnification for all necessary expenditures or losses incurred by employees in direct
5 consequence of discharging their duties; statutory penalties for failure to timely pay earned wages
6 during employment. Plaintiff seeks on a representative basis, following notice to the Labor and
7 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
8 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
9 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 16921 Parthenia Street, Suite
19 #201, Northridge, California 91343.

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 herself 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 through the present.

6 5. Plaintiff is informed and believes and thereon alleges that Defendant WORLD
7 PRIVATE SECURITY, INC. is authorized to do business within the State of California and is
8 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
9 relevant hereto were persons acting on behalf of Defendant WORLD PRIVATE SECURITY,
10 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
11 or policies. Defendant WORLD PRIVATE SECURITY, INC. operates in Los Angeles County
12 and employed Plaintiff and aggrieved employees in Los Angeles County, including but not limited
13 to, at 16921 Parthenia Street, Suite #201, Northridge, California 91343.

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

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

25 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
26 sues said defendants by said fictitious names, and will amend this complaint when the true names
27 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
28 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously

1 named defendants is in some manner responsible for the events and allegations set forth in this
2 complaint.

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

6 **FIRST CAUSE OF ACTION**

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

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

9 **(Against all Defendants by Plaintiff)**

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

11 11. During the period beginning one (1) year preceding Plaintiff sending the initial
12 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
13 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802, and Sections 14 and 15 of the applicable
14 Wage Orders.

15 12. Specifically, Defendants have committed the following violations of California
16 Labor Code:

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

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

26 15. In this case, Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
28 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
2 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
3 not limited to:

4 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees punches to the nearest quarter of an
6 hour to the benefit of Defendants; and

7 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
8 non-exempt employees to remain on-duty at their posts and monitoring their personal cell phones
9 during off-the-clock meal breaks.

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

16 17. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
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
20 employee is suffered and permitted to work. This includes the time an employee spends, either
21 directly or indirectly, performing services that inure to the benefit of the employer.'

22 18. Labor Code sections 510 and 1194 require an employer to compensate employees a
23 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
24 (40) hours 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 forty (40)
26 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
27 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
28 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.

1 Labor Code section 510.

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

5 (a) "Rounding down" or "shaving down" Plaintiff and other current and former
6 aggrieved California-based hourly non-exempt employees punches to the nearest quarter of an
7 hour to the benefit of Defendants; and

8 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
9 non-exempt employees to remain on-duty at their posts and monitoring their personal cell phones
10 during off-the-clock meal breaks.

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

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

23 22. California law requires an employer to authorize or permit an employee an
24 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
25 all duties and the employer relinquishes control over the employee's activities prior to the
26 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 5 at §11; *Brinker*
27 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
28 employee for a work period of more than ten (10) hours per day without providing the employee

1 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
2 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
3 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
4 period is only permitted when: (1) the nature of the work prevents an employee from being
5 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

6 23. If an employer fails to provide an employee a meal period in accordance with the
7 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
8 for each workday that a legally required and compliant meal period was not provided. Labor Code
9 section 226.7; Wage Order 5 at §11.

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

14 (a) Failing to provide duty-free meal breaks by requiring Plaintiff and other current
15 and former aggrieved California-based hourly non-exempt employees to remain on-duty at their
16 posts during their off-the-clock meal breaks with their personal cell phones on them and
17 monitored at all times during their shift including during meal breaks.

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

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

28 27. **Failure to pay wages to hourly non-exempt employees for workdays that**

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

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

15 29. If the employer fails to authorize or permit a required rest period, the employer
16 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
17 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
18 Wage Order 4 at § 12.

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

23 (b) Failing to provide duty-free rest breaks by requiring Plaintiff and other current and
24 former aggrieved California-based hourly non-exempt employees to remain on-duty at their posts
25 during their rest breaks with their personal cell phone on them and monitored at all times during
26 their shift including during rest breaks.

27 31. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
28 procedure of failing to compensate Plaintiff and other current and former aggrieved California-

1 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
2 workday they did not receive legally required and compliant rest periods, in violation of Labor
3 Code section 226.7.

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

8 33. **Failure to wages on a weekly basis to Plaintiff and similarly situated security**
9 **guards:** Pursuant to Labor Code section 201.3(b)(1)(B), Defendants were required to pay Plaintiff
10 and other current and former aggrieved California-based hourly non-exempt situated security
11 guards no less than weekly.

12 34. Defendants, however, pursuant to their payroll policies, practices, and/or
13 procedures paid Plaintiff and other current and former aggrieved California-based hourly non-
14 exempt security guards on a bi-weekly basis.

15 35. These payroll policies, practices, and/or procedures resulted in Defendants' failure
16 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
17 security guards not on a weekly basis as required by California law.

18 36. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
19 **Employment:** California law requires that every employer must indemnify its employees for all
20 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
21 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
22 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
23 2802.)

24 37. Defendants have violated Labor Code Section 2802 by failing to indemnify
25 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
26 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
27 employed policies, practices, and/or procedures of impermissibly passing business-related
28 expenses to Plaintiff and other current and former aggrieved California-based hourly non-exempt

employees. These policies, practices, and/or procedures included, but were not limited to:

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to use their personal cellphone for business purposes including, but not limited, calling Defendants to clock in and out for their shifts and meal breaks and taking pictures every hour during their shift and transmitting them to Defendants; and

(b) Requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to use personal vehicle to drive between posts without being reimbursed for milage.

38. 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 indemnification in compliance with California law.

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

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

41. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204.

1 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
2 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
3 their earned wages within the applicable time frames outlined in Labor Code section 204.

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

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

23 **44.** Defendants' violations of Wage Order 4 constituted violations of Labor Code
24 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

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

1 46. Plaintiff has complied with the procedures for bringing suit specified in Labor
2 Code section 2699.3. On December 13, 2022, Plaintiff filed a PAGA Claim Notice with the
3 LWDA and provided notice to Defendants by certified mail which provided notice of the specific
4 provisions of the Labor Code alleged to have been violated, including the facts and theories to
5 support the violations alleged.

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

11 48. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
12 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
13 512, 1194, 1197, and 2802, beginning one (1) year preceding Plaintiff sending the initial PAGA
14 Claim Notice to the LWDA to the present, in the following amounts:

15 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, , and
16 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

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

27 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
28 (\$100) for each underpaid employee for each pay period for the initial violation, and for each

subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

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

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 those recoverable under the California Labor Code, including but not limited to section 2699(f);

3. For attorneys' fees and costs of suit, including but not limited to those 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: February 16, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Danielle E. Montero, Esq.
Attorneys for Plaintiff
CAROLYN D. BRYANT,
on behalf of herself and current and former
aggrieved employees