

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Danielle E. Montero, Esq. (SBN 333945)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, 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

Assigned for all purposes:
Judge Peter Wilson
Dept. CX101

Attorneys for Plaintiff ANA MARIA AVALOS HERRERA,
on behalf of herself and current and former aggrieved employees

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

ANA MARIA AVALOS HERRERA,
on behalf of herself and other aggrieved
employees,

Plaintiff,

vs.

CONTAINER SUPPLY CO., INC. MFG. OF
METAL & PLASTIC CONTAINERS;
CONTAINER SUPPLY COMPANY,
INCORPORATED; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 30-2023-01312800-CU-OE-CXC

PAGA ACTION

**PLAINTIFF ANA MARIA AVALOS
HERRERA'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 ANA MARIA AVALOS HERRERA, ("Plaintiff"), who alleges
and complains against Defendants CONTAINER SUPPLY CO., INC. MFG. OF METAL &
PLASTIC CONTAINERS; CONTAINER SUPPLY COMPANY, INCORPORATED; 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-

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

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to Orange County, at 12571 Western Ave, Garden Grove,
20 California 92841.

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

25 **III. PARTIES**

26 4. Plaintiff brings this action as a representative of the Labor and Workforce
27 Development Agency on behalf of herself and other current and former employees subject to
28 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is

1 filed include current, former and/or future employees of Defendants who work, worked, or will
2 work for Defendants as direct employees as well as temporary employees employed through temp
3 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
4 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
5 employed by Defendants in an hourly position at Defendants' location in Orange County from in
6 or around February 4, 2019, through the present.

7 5. Plaintiff is informed and believes and thereon alleges that Defendant CONTAINER
8 SUPPLY CO., INC. MFG. OF METAL & PLASTIC CONTAINERS is authorized to do business
9 within the State of California and is doing business in the State of California and/or that
10 Defendants DOES 1-25 are, and at all times relevant hereto were persons acting on behalf of
11 Defendant CONTAINER SUPPLY CO., INC. MFG. OF METAL & PLASTIC CONTAINERS in
12 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
13 policies. Defendant CONTAINER SUPPLY CO., INC. MFG. OF METAL & PLASTIC
14 CONTAINERS operates in Orange County and employed Plaintiff and aggrieved employees in
15 Orange County, including but not limited to, at 12571 Western Ave, Garden Grove, California
16 92841.

17 6. Plaintiff is informed and believes and thereon alleges that Defendant CONTAINER
18 SUPPLY COMPANY, INCORPORATED is authorized to do business within the State of
19 California and is doing business in the State of California and/or that Defendants DOES 26-50 are,
20 and at all times relevant hereto were persons acting on behalf of Defendant CONTAINER
21 SUPPLY COMPANY, INCORPORATED in the establishment of, or ratification of, the
22 aforementioned illegal wage and hour practices or policies. Defendant CONTAINER SUPPLY
23 COMPANY, INCORPORATED operates in Orange County and employed Plaintiff and aggrieved
24 employees in Orange County, including but not limited to, at 12571 Western Ave, Garden Grove,
25 California 92841.

26 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
27 through 50 are corporations, or are other business entities or organizations of a nature unknown to
28 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted

1 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
2 working conditions of employment of Plaintiff and aggrieved employees.

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

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

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

18 **FIRST CAUSE OF ACTION**

19 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**
20 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

23 12. During the period beginning one (1) year preceding Plaintiff sending the initial
24 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
25 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197 and Sections 14 and 15 of the applicable Wage
26 Orders.

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

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

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

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

16 (a) “Rounding” down or “shaving” Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
18 clock-out to, including at the time of their clock-in and clock-out for meal breaks, the nearest
19 quarter of an hour to the benefit of Defendants.

20 (b) From March 2020 to December 2020, requiring Plaintiff and other current and
21 former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and
22 undergo off-the-clock COVID-19 temperature checks prior to being permitted to clock in for their
23 start shift; and

24 (c) Automatically deducting 30 minutes from Plaintiff and other current and former
25 aggrieved California-based hourly non-exempt employees daily hours worked and attributing that
26 time to a meal break despite that Defendants routinely failed to provide timely, uninterrupted,
27 duty-free meal breaks of less than 30 minutes.

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” Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees total daily hours at the time of their clock-in and
26 clock-out to, including at the time of their clock-in and clock-out for meal breaks, the nearest
27 quarter of an hour to the benefit of Defendants.

28 (b) From March 2020 to December 2020, requiring Plaintiff and other current and

1 former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and
2 undergo off-the-clock COVID-19 temperature checks prior to being permitted to clock in for their
3 start shift; and

4 (c) Automatically deducting 30 minutes from Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees daily hours worked and attributing that
6 time to a meal break despite that Defendants routinely failed to provide timely, uninterrupted,
7 duty-free meal breaks of less than 30 minutes.

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

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

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

1 period is only permitted when: (1) the nature of the work prevents an employee from being
2 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

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

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

11 (a) Automatically deducting 30 minutes from Plaintiff and other current and former
12 aggrieved California-based hourly non-exempt employees daily hours worked and attributing that
13 time to a meal break despite that Defendants routinely failed to provide timely, uninterrupted,
14 duty-free meal breaks of less than 30 minutes;

15 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
16 non-exempt employees to remain on Defendant's premises during their meal breaks resulting meal
17 periods that are on-duty and/or less than thirty (30) minutes; and

18 (c) Failing to provide Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees duty-free meal breaks due to travel time to and from designated
20 area during meal breaks.

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

27 27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays during which Defendants did not provide them
2 with meal periods in compliance with California law.

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

7 29. California law requires every employer to authorize and permit an employee a rest
8 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
9 Code section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10
10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
11 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
12 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
13 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
14 each work period. Wage Order 1 at §12. Additionally, the rest period requirement “obligates
15 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
16 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
17 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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

- 26 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
27 hourly non-exempt employees uninterrupted, duty-free rest periods of no less than
28 ten (10) minutes for every four (4) hours worked or major fraction thereof.

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

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

10 34. **Failure to timely pay earned wages during employment:** In California, wages
11 must be paid at least twice during each calendar month on days designated in advance by the
12 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
13 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
14 16th and the 26th day of that month and wages earned between the 16th and the last day,
15 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
16 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
17 paid within seven (7) calendar days following the close of the payroll period in which wages were
18 earned. Labor Code section 204(d).

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

26 36. **Failure to provide complete and accurate wage statements:** Labor Code section
27 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
28 employee his or her wages, the employer must "furnish each of his or her employees ... an

1 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
2 employee, except for any employee whose compensation is solely based on a salary and who is
3 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
4 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
5 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
6 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
7 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
8 name of the employee and his or her social security number, (8) the name and address of the legal
9 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
10 the corresponding number of hours worked at each hourly rate by the employee.”

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

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

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

23 40. Plaintiff has complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3. On January 9, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
25 and provided notice to Defendants by certified mail which provided notice of the specific
26 provisions of the Labor Code alleged to have been violated, including the facts and theories to
27 support the violations alleged.

28 41. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by

1 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
2 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
3 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
4 to investigate Plaintiff's claims.

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

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

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

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

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

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

27 **PRAYER FOR RELIEF**

28 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER**

1 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

12
13 Dated: March 16, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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15 By: *Vincent C. Granberry*
16 Joseph Lavi, Esq.
17 Vincent C. Granberry, Esq.
18 Danielle E. Montero, Esq.
19 Attorneys for Plaintiff
20 ANA MARIA AVALOS HERRERA,
21 on behalf of herself and current and former
22 aggrieved employees
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