

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Cassandra A. Castro, Esq. (SBN 334238)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lclawfirm.com
vgranberry@lclawfirm.com
ccastro@lclawfirm.com
WHT2@lclawfirm.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/29/2023 3:15 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

Attorneys for Plaintiff IVONNE SANCHEZ,
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**

IVONNE SANCHEZ, on behalf of herself and
current and former aggrieved employees,

Plaintiff,

vs.

INNOVATIVE WAREHOUSING
SOLUTIONS, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: **23STCV20736**

PAGA ACTION

**PLAINTIFF IVONNE SANCHEZ’S
COMPLAINT FOR:**

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

COMES NOW Plaintiff IVONNE SANCHEZ ("Plaintiff"), who alleges and complains
against Defendants INNOVATIVE WAREHOUSING SOLUTIONS, LLC; 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' 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 periods or pay meal period
3 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
4 pay rest period premium wages; statutory penalties for failure to timely produce requested
5 employment records; statutory penalties for failure to timely pay earned wages during
6 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
7 time penalties in the form of continuation wages for failure to timely pay employees all wages due
8 upon separation of employment; injunctive relief and other equitable relief; Plaintiff seeks on a
9 representative basis, following notice to the Labor and Workforce Development Agency, civil
10 penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought
11 on behalf of Plaintiff, the State of California, and others aggrieved.

12 **II. JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
14 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
15 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
16 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
17 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
18 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
19 aggrieved California-based hourly non-exempt employees occurred in locations throughout
20 California, including but not limited to Los Angeles County at 1708 Gage Road Montebello, CA
21 90640.

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

26 **III. PARTIES**

27 4. Plaintiff brings this action as a representative of the Labor and Workforce
28 Development Agency on behalf of herself and other current and former employees subject to

1 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
2 filed include current, former and/or future employees of Defendants who work, worked, or will
3 work for Defendants as direct employees as well as temporary employees employed through temp
4 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
5 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
6 employed by Defendants in an hourly position at Defendants' location in Montebello from
7 approximately December 2016, until on or about July 15, 2022.

8 5. Plaintiff is informed and believes and thereon alleges that Defendant
9 INNOVATIVE WAREHOUSING SOLUTIONS, LLC is authorized to do business within the
10 State of California and is doing business in the State of California and/or that Defendants DOES
11 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant
12 INNOVATIVE WAREHOUSING SOLUTIONS, LLC in the establishment of, or ratification of,
13 the aforementioned illegal wage and hour practices or policies. Defendant INNOVATIVE
14 WAREHOUSING SOLUTIONS, LLC in Los Angeles County and employed Plaintiff and
15 aggrieved employees in Los Angeles County, including but not limited to, at 1708 Gage Road
16 Montebello, CA 90640.

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

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

28 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff

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

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

9 **FIRST CAUSE OF ACTION**

10 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
11 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

14 11. During Plaintiff's employment and continuing through the present, Plaintiff alleges
15 Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197,
16 1198.5, and the applicable Wage Orders.

17 12. Specifically, Defendants have committed the following violations of California
18 Labor Code:

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

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

28 15. In this case, Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
2 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
4 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
5 not limited to:

6 (a) From March 2020 through September 2021, requiring Plaintiff and other
7 current and former aggrieved California-based hourly non-exempt employees to line up to wait to
8 undergo and undergo off-the-clock COVID 19 temperature checks prior to being permitted to
9 clock in for the start of their shift.

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) From March 2020 through September 2021, requiring Plaintiff and other
6 current and former aggrieved California-based hourly non-exempt employees to line up to wait to
7 undergo and undergo off-the-clock COVID 19 temperature checks prior to being permitted to
8 clock in for the start of their shift;

9 (b) Defendant failed to pay Plaintiff and other current and former aggrieved
10 California-based hourly non-exempt employees overtime wages for the first eight hours worked
11 on the seventh consecutive day in workweek; failure to pay double time wages for all hours
12 worked in excess of twelve (12) hours in any workday; and failure to pay all hours worked in
13 excess of eight hours on the seventh consecutive day of the work in a workweek.

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

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

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

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

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

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

17 (a) Failing to provide Plaintiff and other current and former aggrieved
18 California-based hourly non-exempt employees a second meal break when they worked shifts
19 longer than 10 hours.

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

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

1 with meal periods in compliance with California law.

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

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

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

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

25 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees a third rest break when they worked shifts over 10 hours.

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 produce requested employment records:** An employer must afford
9 current and former employees the right to inspect or receive a copy of records pertaining to their
10 employment, upon reasonable request to the employer. Labor Code section 226(b). An employer
11 who receives a request to inspect or receive a copy of records pertaining to a current or former
12 employee must comply with the request as soon as practicable, but no later than twenty-one (21)
13 calendar days from the date of the request. Labor Code section 226(c). Additionally, every current
14 and former employee, or his or her representative, has the right to inspect and receive a copy of the
15 personnel records that the employer maintains relating to the employee's performance or to any
16 grievance concerning the employee. Labor Code section 1198.5(a). Upon written request from a
17 current or former employee or his or her representative, an employer must make the contents of
18 those personnel records available for inspection or provide a copy of the personnel records to the
19 current or former employee, or his or her representative, not later than thirty (30) calendar days
20 from the date the employer receives the written request, subject to some limited exceptions. Labor
21 Code §1198.5(b)(1). Failure to comply with these requests allows for a civil penalty seven
22 hundred fifty dollars (\$750), pursuant to Labor Code sections 1198.5(k) and 226(f).

23 34. On September 20, 2022, and again on October 12, 2022, Plaintiff, through her
24 counsel, sent written requests via certified mail to Defendants for her payroll records, timecards,
25 and personnel records pursuant to Labor Code sections 226 and 1198.5. However, Defendants
26 failed to timely produce the requested employment records, in violation of Labor Code sections
27 226 and 1198.5. Defendants have not produced any of the requested employment records as of the
28 date of this Complaint.

1 35. Plaintiff is informed and believes and thereon alleges that other similarly situated
2 employees also sent written requests for their employment records, but Defendants failed to timely
3 produce the required and requested records, in violation of Labor Code sections 226 and 1198.5.

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

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

20 38. **Failure to provide complete and accurate wage statements:** Labor Code section
21 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
22 employee his or her wages, the employer must "furnish each of his or her employees ... an
23 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
24 employee, except for any employee whose compensation is solely based on a salary and who is
25 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
26 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
27 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
28 deductions made on written orders of the employee may be aggregated and shown as one item, (5)

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

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

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

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

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

24 43. Plaintiff has complied with the procedures for bringing suit specified in Labor
25 Code section 2699.3. On June 21, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA and
26 provided notice to Defendants by certified mail which provided notice of the specific provisions of
27 the Labor Code alleged to have been violated, including the facts and theories to support the
28 violations alleged.

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

6 45. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
7 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
8 512, 1194, 1197, 1198.5, During Plaintiff's employment and continuing through the present,
9 preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the
10 following amounts:

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

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

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

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

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

1 **PRAYER FOR RELIEF**

2 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER**
3 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

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

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

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

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

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

14
15 Dated: August 29, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

16
17 By:



18 Joseph Lavi, Esq.
19 Vincent C. Granberry, Esq.
20 Cassandra A. Castro, Esq.
21 Attorneys for Plaintiff
22 IVONNE SANCHEZ
23 on behalf of herself and current and former
24 aggrieved employees
25
26
27
28