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By Y. Ayala, Deputy Clerk

Attorneys for Plaintiff ADRIAN VALDIVIA,
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**

ADRIAN VALDIVIA, behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

YOSEMITE VALLEY BEEF DISTRIBUTORS,
LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **24STCV07504**

PAGA ACTION

**PLAINTIFF ADRIAN VALDIVIA'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ADRIAN VALDIVIA ("Plaintiff"), who alleges and complains
against Defendants YOSEMITE VALLEY BEEF DISTRIBUTORS, 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, 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 the employees' minimum wage rate or overtime rate, failure to provide all legally
2 required and legally compliant meal and rest periods, indemnification for all necessary
3 expenditures or losses incurred by employees in direct consequence of discharging their duties ,
4 failure to timely pay earned wages during employment, failure to provide complete and accurate
5 wage statements, failure to timely pay all unpaid wages following separation of employment.
6 Plaintiff seeks on a representative basis, following notice to the Labor and Workforce
7 Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section
8 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to Los Angeles County at 3040 East Washington Blvd., Los
18 Angeles, CA 90023.

19 **III. PARTIES**

20 3. Plaintiff brings this action as a representative of the Labor and Workforce
21 Development Agency on behalf of himself and other current and former employees subject to
22 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
23 filed include current, former and/or future employees of Defendants who work, worked, or will
24 work for Defendants as direct employees as well as temporary employees employed through temp
25 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
26 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
27 employed by Defendants in an hourly position at Defendants' location in Los Angeles from
28 approximately September 2023 until on or about November 2023.

1 4. Plaintiff is informed and believes and thereon alleges that Defendant YOSEMITE
2 VALLEY BEEF DISTRIBUTORS, LLC is authorized to do business within the State of
3 California and is doing business in the State of California and/or that Defendants DOES 1-50 are,
4 and at all times relevant hereto were persons acting on behalf of Defendant YOSEMITE VALLEY
5 BEEF DISTRIBUTORS, LLC in the establishment of, or ratification of, the aforementioned
6 illegal wage and hour practices or policies. Defendant YOSEMITE VALLEY BEEF
7 DISTRIBUTORS, LLC operates in Los Angeles County and employed Plaintiff and aggrieved
8 employees in Los Angeles County, including but not limited to, at 3040 East Washington Blvd.,
9 Los Angeles, CA 90023.

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

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

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

27 8. Plaintiff makes the allegations in this complaint without any admission that, as to
28 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and

1 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

2 **FIRST CAUSE OF ACTION**

3 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
4 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

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

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

7 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
8 Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194,
9 1197, 1198, 2802, and the applicable Wage Orders.

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

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

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

21 14. In this case, Plaintiff and other current and former aggrieved California-based
22 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
23 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
24 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
25 wage for all hours worked due to Defendants' policies, practices, and/or procedures including, but
26 not limited to,

27 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees to maintain work uniform and personal protective equipment ("PPE")

1 while off-the-clock without being paid for that time.

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

8 16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:**
9 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
10 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
11 which includes all time that an employee is under control of the employer and all time the
12 employee is suffered and permitted to work. This includes the time an employee spends, either
13 directly or indirectly, performing services that inure to the benefit of the employer.'

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

17 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
18 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
19 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
20 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
21 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
22 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
23 seventh day of a workweek shall be compensated at the rate of no less than twice the
24 regular rate of pay of an employee.

25 Labor Code section 510.

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

(a) Requiring Plaintiff and other current and former aggrieved California-based hourly
non-exempt employees to maintain work uniform and personal protective equipment ("PPE")
while off-the-clock without being paid for that time.

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

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

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

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

1 23. In this case, Defendants failed to authorize or permit legally required and compliant
2 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
3 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
4 limited to,

5 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes
7 for every five hours worked.

8 24. 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 25. 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 26. **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 27. 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 28. 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 29. 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 Plaintiffs and other current and former aggrieved California-
14 based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours
15 worked or major fraction thereof.

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

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

25 32. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
26 **Employment:** California law requires that every employer must indemnify its employees for all
27 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
28 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing

1 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
2 2802.)

3 33. Defendants have violated Labor Code Section 2802 by failing to indemnify
4 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
5 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
6 employed a policy, practice, and procedure.

7 (a) Plaintiff and other current and former aggrieved California-based hourly non-
8 exempt employees were required to maintain their uniforms at their own expense (cost associated
9 with uniform cleaning including, but not limited to, soap/detergent, laundromat costs, and/or
10 excess wear and tear on washer and dryer appliance for work-related purposes - without
11 reimbursing Plaintiff and other current and former aggrieved California-based hourly non-exempt
12 employees for such use.

13 34. Moreover, Defendants employed policies and procedures which ensured Plaintiff
14 and aggrieved employees would not receive indemnification for their employment related
15 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
16 indemnification in compliance with California law.

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

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

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

8 38. **Secret Payment of Wages Lower Than Designated by Statute:** Labor Code
9 section 223 provides that, where any statute or contract requires an employer to maintain the
10 designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay
11 the wage designated by statute or contract.

12 39. By engaging in the unlawful conduct alleged herein, including by failing to pay
13 wages no less than the applicable legal minimum and overtime wages, and also meal and rest
14 break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11
15 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, while
16 purporting to pay lawful wages, Defendant secretly paid Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees a lower wage than designated by statute
18 while purporting to pay the wages designated by statute, in violation of Labor Code section 223.

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

1 name of the employee and his or her social security number, (8) the name and address of the legal
2 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.”

4 41. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees all wages
6 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest
7 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
8 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code
9 section 226(a)(1, 2, 5 & 9).

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

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

19 44. 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 45. Plaintiff has complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3. On January 16, 2024, 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 46. 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 47. 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, 223, 226, 226.7,
7 510, 512, 1194, 1197, 1198 and 2802, During Plaintiff's employment and continuing through the
8 present, preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in
9 the following amounts:

10 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 1198
11 and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
12 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
13 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

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

18 c. For violations of Labor Code sections 510 and 512, fifty dollars (\$50) for
19 each employee for each pay period for the initial violation, and for each subsequent violation, one
20 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
21 established by Labor Code section 558].

22 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
23 each failure to pay each employee in an initial violation, and two hundred dollars (\$200) for each
24 failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each
25 subsequent violation, or any willful or intentional violation. [penalty amounts established by
26 Labor Code section 210].

27 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
28 each failure to pay each employee in an initial violation, and two hundred dollars (\$200) for each

1 failure to pay each employee, plus 25 percent of the amount unlawfully withheld for each
2 subsequent violation, or any willful or intentional violation. [penalty amounts established by
3 Labor Code section 225.5].

4 f. For violations of Labor Code section 1194 and 1197, one hundred dollars
5 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
6 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
7 period [penalty amounts established by Labor Code section 1197.1].

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

10 **PRAYER FOR RELIEF**

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

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

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

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

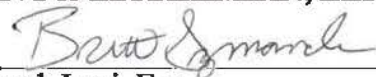
19 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
20 under California Labor Code section 2699(g); and

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

23 Dated: March 25, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

24 By:



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