Jeffrey M. Schwartz, Esq. SBN 254916
SCHWARTZ LAW, P.C.
2218 Rockefeller Ln, Unit A
Redondo Beach, CA 90278
(888) 7300-LAW
jeff@JeffSchwartzLaw.com

Attorney for Plaintiffs
JEFF SCHWARTZ and other persons similarly situated

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David W. Slayton,
Executive Officer/Clerk of Court,
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JEFF SCHWARTZ, individually and on behalf of other persons similarly situated Plaintiffs vs. LAVI & EBRAHIMIAN, LLP and DOES 1 to 100, inclusive Defendants.	Case No. 25STCV11216 <u>CLASS ACTION</u> **COMPLAINT FOR:** 1. FAILURE TO TIMELY PAY WAGES UPON SEPARATION 2. FAILURE TO REIMBURSE BUSINESS EXPENSES 3. PAGA PENALTIES [LABOR CODE §§ 2698, ET SEQ. 4. UNFAIR COMPETITION **JURY TRIAL DEMANDED**

Plaintiff Jeff Schwartz ("Plaintiff") individually and on behalf of all others similarly situated brings this action against defendants Lavi & Ebrahimian, LLP and Does 1 to 100, inclusive (collectively, "Defendants"), and alleges, on information and belief except as to those allegations relating to Plaintiff himself, which are asserted on personal knowledge, as follows:

INTRODUCTION

This class action is brought by Plaintiff on behalf of himself and all other persons similarly situated. Plaintiff seeks class-wide recovery of damages and penalties from Defendants. This action is brought as a class action under the provisions of California

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Code of Civil Procedure section 382. Plaintiff alleges that Defendants 1) failed to timely pay Plaintiff and other class members all of the wages due them upon separation, in violation of Labor Code[1] section 203; 2) failed to timely reimburse Plaintiff and other class members for their business-related expenses, in violation of section 2802; 3) violated the Private Attorney General Act of 2004 ("PAGA); and 4) engaged in unfair competition, in violation of Business & Professions Code section 17200.

PARTIES

1. Plaintiff Jeff Schwartz is an individual who is and was, at all relevant times, a resident of Los Angeles County, California.
2. Defendant Lavi & Ebrahimian, LLP is a business, form unknown, not registered with the California Secretary of State, doing business in Los Angeles County, California.
3. The true names and capacities, whether individual, corporate, associate, representative or otherwise, of the Defendants identified herein as Does 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues these Defendants by said fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of Does 1 through 100 when they have been ascertained. Does 1 through 100 are in some manner legally responsible for the wrongs and injuries alleged herein.
4. Each Defendant acted as the alter ego, agent, or employee of the others, and each acted within the scope of that agency or employment.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10.

[1] Unless stated otherwise, all statutory references are to the California Labor Code.

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6. This Court has jurisdiction over Defendants because each is either a California corporation or has sufficient minimum contacts with the State of California so as to render the exercise of jurisdiction consistent with traditional notions of fair play and substantial justice.

7. Venue is proper pursuant to Code of Civil Procedure sections 395 and 395.5 because the illegal acts alleged herein occurred in the County of Los Angeles.

CLASS ACTION ALLEGATIONS

8. This action is brought and may be properly maintained as a class action pursuant to Code of Civil Procedure, section 382. Plaintiff brings this action on behalf of himself and other class members.

9. The Waiting Time subclass is defined as all persons in the State of California who, during the relevant period: 1) were employed by a Defendant; 2) separated from their employment; 3) were not timely paid all of the wages due them upon separation; and 4) harmed thereby.

10. The Reimbursement subclass is defined as all persons in the State of California who, during the relevant period: 1) were employed by a Defendant; 2) incurred business-related expenses; 3) were not timely reimbursed for those expenses; and 4) harmed thereby.

11. The Unfair Competition subclass is defined as all persons in the State of California who, during the relevant period: 1) were employed by a Defendant and 2) harmed thereby.

12. There are well-defined communities of interest among class members. The factual bases of Defendants' misconduct are common to all class members and represent a common practice of wrongful conduct resulting in harm to all members of the proposed class.

13. Plaintiff, like other members of the Waiting Time subclass, was employed by Defendants; separated from his employment; not timely paid all of the wages

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due him upon separation; harmed thereby; and therefore owed additional monies pursuant to section 203.

14. Plaintiff, like other members of the Reimbursement subclass, was employed by Defendants; incurred business-related expenses; was not timely reimbursed for those expenses; harmed thereby; and therefore owed additional monies pursuant to section 2802.

15. Plaintiff, like other members of the Unfair Competition subclass, was employed by Defendants; harmed thereby; and therefore owed additional monies pursuant to Business & Professions Code sections 17200, et seq.

16. Plaintiff's claims are typical of the claims of the other class members. Plaintiff and class members have sustained loss or damage arising out of the common course of conduct as alleged herein.

17. Among the questions of law common to the classes are the following:

a. Whether Defendants were required to timely pay class members all of the wages due them upon separation.

b. Whether Defendants were required to timely reimburse class members for their business expenses.

c. Whether Plaintiff and other class members are entitled to recover their attorney's fees and costs.

18. There are numerous questions of fact common to Plaintiff and class members and those questions predominate over any questions that may affect individual class members. The common questions of fact include:

a. Whether class members were timely paid their final wages upon separation.

b. Whether Defendants owe Plaintiff and other class members additional monies, pursuant to section 203.

c. Whether class members incurred business-related expenses.

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d. Whether Defendants were aware that class members incurred business-related expenses.

e. Whether class members were timely reimbursed for their business-related expenses.

f. Whether Defendants owe Plaintiff and other class members additional monies, pursuant to section 2802.

g. Whether Defendants competed unfairly in violation of Business & Professions Code section 17200.

h. Whether Plaintiff and other class members are entitled to recover their attorney's fees and costs.

19. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual joinder of all members of the class is impracticable. Furthermore, as the damages suffered by each individual class member may be relatively small, the expense and burden of individual litigation would make it difficult or impossible for individual class members to redress the wrongs done to them. The cost to the court system of such individual adjudication would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments and would magnify the delay and expense to all parties and the court system in multiple trials of identical legal and factual issues. By contrast, the conduct of this action as a class action presents fewer management difficulties, conserves the resources of the parties and the court system, and protects the rights of each class member.

20. Excluded from the proposed classes are Defendants, any entities in which any of the Defendants has a controlling interest, and the officers, directors, affiliates, attorneys, heirs, predecessors and successors in interest, subsidiaries, employees, agents, and/or assigns of any of the Defendants.

21. The members of the classes are so numerous that joinder of all members is impracticable. While the exact number of class members is unknown at this time

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and can only be ascertained through discovery, Plaintiff believes that there are dozens of members of the proposed class.

FACTUAL ALLEGATIONS

22. Defendants employed Plaintiff and other class members.

23. Defendants hired Plaintiff on May 6, 2024 and terminated him on January 17, 2025.

24. Defendants paid Plaintiff his final wages on January 18, 2025.

25. Plaintiff and other members of the Waiting Time subclass were employed by Defendants; separated from their employment; not timely paid all of the wages due them upon separation as required by section 203; and harmed thereby.

26. Defendants owe Plaintiff and other class members additional monies, pursuant to section 203.

27. Defendants assigned Plaintiff to work remotely during part of his employment. As a result, Plaintiff incurred business-related expenses including but not limited to phone, internet, and electricity.

28. Defendants failed to reimburse Plaintiff for the business-related expenses he incurred, in violation of section 2802.

29. Plaintiff and other members of the Reimbursement subclass were employed by Defendants; incurred business-related expenses including but not limited to phone, internet, and electricity; not timely reimbursed for their business-related expenses as required by section 2802; and harmed thereby.

30. Defendants owe Plaintiff and other class members additional monies, pursuant to section 2802.

31. Plaintiff and other class members were harmed thereby.

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FIRST CAUSE OF ACTION FOR FAILURE TO TIMELY PAY FINAL WAGES UPON SEPARATION AGAINST ALL DEFENDANTS

32. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

33. Section 201 requires an employer who discharges an employee to pay the employee all of the wages due them immediately upon termination.

34. Section 202 requires an employer to pay a resigning employee all of the wages due them within 72 hours.

35. Section 203 requires an employer who violates either section 201 or 202 to continue paying the separated employee their daily wages until they receive all of the wages due them, up to 30 days.

36. Defendants violated section 201 by knowingly and willfully failing to pay Plaintiff and members of the Waiting Time subclass all of the wages due them immediately upon termination.

37. Defendants violated section 202 by knowingly and willfully failing to pay members of the Waiting Time subclass all of the wages due them within 72 hours of their resignation.

38. Plaintiff and members of the Waiting Time subclass were harmed thereby.

39. Defendants owe Plaintiff and other members of the Waiting Time subclass statutory penalties, pursuant to section 203.

SECOND CAUSE OF ACTION FOR FAILURE TO TIMELY REIMBURSE BUSINESS-RELATED EXPENSES AGAINST ALL DEFENDANTS

40. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

41. Section 2802 requires employers to timely reimburse their employees for business-related expenses.

42. Defendants were aware that Plaintiff and other members of the Reimbursement subclass worked remotely, thereby incurring business-related expenses including but not limited to phone, internet, and electricity.

43. Defendants failed to timely reimburse Plaintiff and other members of the Reimbursement subclass for their business-related expenses.

44. Plaintiff and other members of the Reimbursement subclass were harmed thereby.

THIRD CAUSE OF ACTION FOR VIOLATIONS OF THE PAGA AGAINST ALL DEFENDANTS

45. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

46. Section 203:

a. An employer violates section 203 by "willfully fail[ing] to pay…in accordance with Sections 201,…202…any wages of an employee who is discharged or who quits." Section 201 requires an employer who discharges an employee to pay the earned and unpaid wages "immediately."

b. Defendants terminated Plaintiff on January 17, 2025, but willfully failed to pay him his final wage check until January 18, 2025, thereby violating section 203.

c. Defendants also willfully violated section 203 by failing to timely provide resigning employees their final wages in accordance with sections 202 which requires an employer to pay a resigning employee their earned and unpaid wages "at the time of quitting" if the employee has given at least 72 hours' notice or within 72 hours if such notice has not been given.

47. Section 2802:

a. Section 2802 requires an employer to indemnify its employees for all

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necessary expenditures incurred by the employee the discharge of their duties.

b. Plaintiff worked remotely for Defendants and thus incurred expenses including but not limited to phone, internet, and electricity. Defendants knew that Plaintiff was working remotely so it was aware that he was incurring such expenses but made no effort to timely reimburse him for them during his employment. Defendants violated section 2802 by failing to timely reimburse Plaintiff for his business expenses. Other employees also worked remotely and were not timely reimbursed for their business expenses, rendering them similarly aggrieved.

48. Defendants' violations were malicious, fraudulent, and oppressive. Black's Law Dictionary defines malice as "The intent, without justification or excuse, to commit a wrongful act." Defendants' intentional decisions to violate sections 203 and 2802 were wrongful acts without justification or excuse. Black's Law Dictionary defines a fraudulent act as "Conduct involving bad faith, dishonesty, a lack of integrity." Defendants' intentional decision to violate sections 203 and 2802 was in bad faith and dishonest because, as an employment law firm, it is well aware of the Labor Code's requirements yet willfully violated them. Black's Law Dictionary defines oppression as "The act or an instance of unjustly exercising authority or power so that one or more people are unfairly or cruelly prevented from enjoying the same rights that other people have." Defendants exercised its power to unfairly deny Plaintiff and other current and former employees the right to timely receive their final wages and to be timely reimbursed for their business expenses, as other California employees are.

49. On January 27, 2025, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants in compliance with section 2699.3.

50. As of April 2, 2025, the LWDA had not notified Plaintiff that it intended to investigate Plaintiff's PAGA Claim Notice, permitting Plaintiff to sue and allege

the violations alleged therein.

FOURTH CAUSE OF ACTION FOR UNFAIR COMPETITION AGAINST ALL DEFENDANTS

51. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

52. Business & Professions. Code section 17200 et seq., known as the Unfair Competition Law (UCL), prohibits acts of "unfair competition," including any unlawful, unfair, fraudulent or deceptive business act or practice. The UCL is a "borrowing" statute. It does not make conduct illegal; rather it permits civil prosecution of acts of "unfair competition" defined elsewhere, such as in Business & Professions Code section 17500.

53. By their illegal conduct, as alleged herein, Defendants have gained an unfair advantage over competitors who timely reimburse their employees for business-related expenses.

54. As a direct and proximate result of Defendants' unfair business practices, Plaintiff, class members, and Defendants' competitors have been injured.

WHEREFORE, Plaintiff and class members seek judgment as follows:

1. Statutory penalties pursuant to section 203 in an amount to be determined but at least $100,000;
2. Reimbursement in an amount to be determined but at least $50,000;
3. Disgorgement of illegally-retained funds.
4. Reasonable attorney's fees including but not limited to Labor Code sections 203, 218.5, 2699, and 2802;
5. Prejudgment interest;
6. Costs of suit; and
7. Such other and further relief as the Court deems proper.

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JURY TRIAL DEMANDED

Plaintiff and class members demand a trial by jury on all issues so triable.

Dated: April 15, 2025

SCHWARTZ LAW, P.C.

By: /s/ Jeffrey M. Schwartz
Jeffrey M. Schwartz, Esq.
Attorney for plaintiffs