

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey M. Schwartz, Esq. (SBN 254916)
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
jschwartz@lelawfirm.com

Attorneys for Plaintiff JACOBI WILLIAMS,
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

JACOBI WILLIAMS, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

JBT AEROTECH CORPORATION; and DOES
1 to 100, inclusive,

Defendants.

Case No.: 24STCV21741

PAGA ACTION

**PLAINTIFF JACOBI WILLIAMS'
COMPLAINT FOR:**

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

COMES NOW Plaintiff JACOBI WILLIAMS ("Plaintiff"), who alleges and complains on
information and belief except as to those allegations relating to plaintiff himself, which are asserted
on personal knowledge, against Defendants JBT AEROTECH CORPORATION; 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

1 and other current and former aggrieved employees of Defendants who worked as hourly non-exempt
2 employees in California during the relevant time period seeking civil penalties associated with
3 Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all hours
4 worked at the employees' minimum wage rate or overtime rate, failure to provide all legally required
5 and legally compliant meal and rest periods, indemnification for all necessary expenditures or losses
6 incurred by employees in direct consequence of discharging their duties, failure to timely pay earned
7 wages during employment, failure to provide complete and accurate wage statements, failure to
8 timely pay all unpaid wages following separation of employment. Plaintiff seeks on a representative
9 basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
10 attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
11 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 himself/herself, all other current and former aggrieved California-based
16 hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars
17 (\$35,000); 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 Los Angeles County, at 12600 Daphne Avenue Hawthorne,
21 CA 90250.

22 **III. PARTIES**

23 3. Plaintiff brings this action as a representative of the Labor and Workforce
24 Development Agency on behalf of himself and other current and former employees subject to
25 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
26 filed include current, former and/or future employees of Defendants who work, worked, or will work
27 for Defendants as direct employees as well as temporary employees employed through temp
28 agencies as hourly non-exempt employees in California. At all times mentioned herein, the currently

1 named Plaintiff is and was domiciled and a resident and citizen of California and was employed by
2 Defendants in an hourly position at Defendants' location in Los Angeles County from approximately
3 January 10, 2023 until on or about September 12, 2023.

4 4. Defendant JBT AEROTECH CORPORATION is authorized to do business within
5 the State of California and is doing business in the State of California and/or that Defendants DOES
6 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant JBT
7 AEROTECH CORPORATION in the establishment of, or ratification of, the aforementioned illegal
8 wage and hour practices or policies. Defendant JBT AEROTECH CORPORATION operates in Los
9 Angeles County and employed Plaintiff and aggrieved employees in Los Angeles County , including
10 but not limited to, at 12600 Daphne Avenue Hawthorne, CA 90250.

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

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

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

25 8. Plaintiff makes the allegations in this complaint without any admission that, as to
26 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
27 reserves all of Plaintiff's right to plead in the alternative.
28

1 **FIRST CAUSE OF ACTION**

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

4 **(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and**
5 **Other Current and Former Aggrieved Employees)**

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

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

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

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

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

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

28 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly

1 non-exempt employees to remain on-duty while off-the-clock during meal breaks without being
2 paid for that time;

3 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees to remain on-duty while off-the-clock because Plaintiff and other current
5 and former aggrieved California-based hourly non-exempt employees were required to keep
6 responding to employers' calls and emails from Defendant, including while off-the-clock.

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

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

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

22 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours
23 in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in
24 any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half
25 (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours
26 in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay
27 for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a
28 workweek shall be compensated at the rate of no less than twice the regular rate of pay of an
employee. Labor Code § 510.

18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved

1 California-based hourly non-exempt employees overtime wages for all overtime hours worked due
2 to Defendants' policies, practices, and/or procedures including, but not limited to:

3 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
4 non-exempt employees to remain on-duty while off-the-clock during meal breaks without being
5 paid for that time;

6 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
7 non-exempt employees to remain on-duty while off-the-clock because Plaintiff and other current
8 and former aggrieved California-based hourly non-exempt employees were required to keep
9 responding to employers' calls and emails from Defendant, including while off-the-clock.

10 19. The foregoing policies, practices, and/or procedures resulted in time during each
11 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
12 employees were under the control of Defendants but were not compensated. To the extent that the
13 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
14 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,
15 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
16 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
17 sections 510, 1194 and 1198, and the applicable Wage Order.

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

22 21. California law requires an employer to authorize or permit an employee an
23 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
24 all duties and the employer relinquishes control over the employee's activities prior to the
25 employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 5 at § 11; *Brinker*
26 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
27 employee for a work period of more than ten (10) hours per day without providing the employee
28 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh

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

5 22. If an employer fails to provide an employee a meal period in accordance with the
6 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
7 for each workday that a legally required and compliant meal period was not provided. Labor Code
8 §§ 226.7 and 1198; Wage Order 5 at § 11.

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

13 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees to remain on-duty while off-the-clock during meal breaks without being
15 paid for that time.

16 24. 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-based
18 hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each workday that
19 Plaintiff and/or other current and former aggrieved California-based hourly non-exempt employees
20 did not receive legally required and compliant meal periods, in violation of Labor Code section
21 226.7.

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

26 26. **Failure to pay wages to hourly non-exempt employees for workdays that**
27 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
28 current and former aggrieved California-based hourly non-exempt employees regularly worked

1 shifts of more than three-and-a-half (3.5) hours.

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

13 28. If the employer fails to authorize or permit a required rest period, the employer must
14 pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the
15 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
16 5 at § 12.

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

21 (a) Failing to provide Plaintiff and other current and former aggrieved
22 California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four
23 (4) hours worked or major fraction thereof.

24 30. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
25 procedure of failing to compensate Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday
27 they did not receive legally required and compliant rest periods, in violation of Labor Code section
28 226.7.

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

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

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

14 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees to provide their own tools for use in their employment with Defendant
16 without reimbursement;

17 (b) Requiring Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees to provide their personal cell phone in their employment with Defendant
19 without reimbursement;

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

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

27 36. **Failure to timely pay earned wages during employment:** In California, wages
28 must be paid at least twice during each calendar month on days designated in advance by the

1 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
2 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
3 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
4 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
5 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
6 calendar days following the close of the payroll period in which wages were earned. Labor Code §
7 204(d).

8
9 37. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
10 timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
11 employees their earned wages (including minimum wages, overtime wages, meal period premium
12 wages and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
13 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff and
14 other current and former aggrieved California-based hourly non-exempt employees their earned
15 wages within the applicable time frames outlined in Labor Code section 204.

16 38. **Secret payment of lower wages than designated by statute:** Labor Code section
17 223 provides that, where any statute or contract requires an employer to maintain the designated
18 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
19 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by
20 failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and lawful
21 sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7, 246,
22 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor
23 Code section 1198, Defendants secretly paid a lower wage than designated by statute while
24 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

25 39. **Failure to provide complete and accurate wage statements:** Labor Code section
26 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
27 his or her wages, the employer must "furnish each of his or her employees ... an itemized statement
28 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
employee whose compensation is solely based on a salary and who is exempt from payment of

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

9
10 40. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
11 and other current and former aggrieved California-based hourly non-exempt employees all wages
12 earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period
13 premium wages) rendered Plaintiff’s and other current and former aggrieved California-based
14 hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section
15 226(a)(1, 2, 5 & 9).

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

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

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

44. Plaintiff has complied with the procedures for bringing suit specified in Labor Code

1 section 2699.3. On June 20, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
2 provided notice to Defendants by certified mail which provided notice of the specific provisions of
3 the Labor Code alleged to have been violated, including the facts and theories to support the
4 violations alleged.

5 45. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
6 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
7 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
8 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
9 to investigate Plaintiff's claims.

10 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
11 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a), 226.7,
12 , 510, 512, and 1194, During Plaintiff's employment and continuing through the present, preceding
13 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
14 amounts:

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

19 b. For violations of Labor Code section 226(a), alternatively, two hundred fifty
20 dollars (\$250) for each employee for each pay period for the initial violation, and one thousand
21 dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay period
22 [penalty amounts established by Labor Code section 226.3].

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

27 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
28 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each

1 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
2 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
3 section 210].

4 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
5 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
6 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
7 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
8 section 225.5].

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

11 **PRAYER FOR RELIEF**

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

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

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

17 2. For any and all legally applicable penalties during the relevant statute of limitations
18 subject to any permissible tolling, including but not limited to those recoverable under the California
19 Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: August 26, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP



By: _____

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Attorneys for Plaintiff
JACOBI WILLIAMS
on behalf of himself and current and former
aggrieved employees