

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey M. Schwartz, Esq. (SBN 254916)
Win Pham, Esq. (SBN 347399)
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
wpham@lelawfirm.com

Assigned for All Purposes
Judge Melissa R. McCormick
Dept. CX104

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

ERIC WRIGHT, on behalf of himself and current
and former aggrieved employees

Plaintiff,

vs.

LAGUNA COOKIE COMPANY, INC.; MEIJI
AMERICA INC.; PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 30-2024-01405503-CU-OE-CXC

PAGA ACTION

**PLAINTIFF ERIC WRIGHT'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff ERIC WRIGHT ("Plaintiff"), who alleges and complains against
Defendants LAGUNA COOKIE COMPANY, INC.; MEIJI AMERICA INC.; PARTNERS
PERSONNEL – MANAGEMENT SERVICES, 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

1 with Defendants' violation of the Labor Code based on Defendants' failure to pay wages for all
2 hours worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure
3 to authorize or permit all legally required and/or compliant meal periods or pay meal period
4 premium wages; failure to authorize or permit all legally required and/or compliant rest periods or
5 pay rest period premium wages; 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. Plaintiff seeks on a representative basis, following notice to the
9 Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to
10 Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
11 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 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 to Orange County, at 4041 W Garry Avenue, Santa Ana, CA
21 92704.

22 **III. PARTIES**

23 1. 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
27 work 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

1 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
2 employed by Defendants in an hourly position at Defendants' location in Orange from in or
3 around November 2023 until on or about December 23, 2023.

4 2. Plaintiff is informed and believes and thereon alleges that Defendant LAGUNA
5 COOKIE COMPANY, INC. is authorized to do business within the State of California and is
6 doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times
7 relevant hereto were persons acting on behalf of Defendant LAGUNA COOKIE COMPANY,
8 INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices
9 or policies. Defendant LAGUNA COOKIE COMPANY, INC. operates in Orange County and
10 employed Plaintiff and aggrieved employees in Orange County, including but not limited to, at
11 Orange County, including but not limited to, at 4041 W Garry Avenue, Santa Ana, CA 92704.

12 3. Plaintiff is informed and believes and thereon alleges that Defendant MEIJI
13 AMERICA INC. is authorized to do business within the State of California and is doing business
14 in the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto
15 were persons acting on behalf of Defendant MEIJI AMERICA INC. in the establishment of, or
16 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant MEIJI
17 AMERICA INC. operates in Orange County and employed Plaintiff and aggrieved employees in
18 Orange County, including but not limited to, at Orange County, including but not limited to, at
19 4041 W Garry Avenue, Santa Ana, CA 92704.

20 4. Plaintiff is informed and believes and thereon alleges that Defendant PARTNERS
21 PERSONNEL – MANAGEMENT SERVICES, LLC is authorized to do business within the State
22 of California and is doing business in the State of California and/or that Defendants DOES 51-75
23 are, and at all times relevant hereto were persons acting on behalf of Defendant PARTNERS
24 PERSONNEL – MANAGEMENT SERVICES, LLC in the establishment of, or ratification of, the
25 aforementioned illegal wage and hour practices or policies. Defendant PARTNERS PERSONNEL
26 – MANAGEMENT SERVICES, LLC operates in Orange County and employed Plaintiff and
27 aggrieved employees in Orange County, including but not limited to, at Orange County, including
28 but not limited to, at 4041 W Garry Avenue, Santa Ana, CA 92704.

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

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

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

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

FIRST CAUSE OF ACTION

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

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

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

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

1 1197, and the applicable Wage Orders.

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

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

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

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

19 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
20 non-exempt employees to undergo an off-the-clock sterilization procedure consisting of hand
21 washing, boot washing, and removing debris from their clothing prior to clocking in for the start
22 of their shift.

23 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
24 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
25 control without paying wages for that time. This resulted in Plaintiff and other current and former
26 aggrieved California-based hourly non-exempt employees working time for which they were not
27 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
28 Wage Order.

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

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

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

19 Labor Code section 510.

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

23 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
24 non-exempt employees to undergo an off-the-clock sterilization procedure consisting of hand
25 washing, boot washing, and removing debris from their clothing prior to clocking in for the start
26 of their shift.

27 19. The foregoing policies, practices, and/or procedures resulted in time during each
28 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
29 employees were under the control of Defendants but were not compensated. To the extent that the
30 foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
31 California-based hourly non-exempt employees worked more than eight (8) hours in a workday,

1 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
2 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
3 sections 510, 1194 and 1198, and the applicable Wage Order.

4 20. **Failure to pay wages to hourly non-exempt employees for workdays that**
5 **Defendants failed to provide legally required and compliant meal periods and/or failure to**
6 **pay period premium wages:** Plaintiff and other current and former aggrieved California-based
7 hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and
8 shifts of more than ten (10) hours in length.

9 21. California law requires an employer to authorize or permit an employee an
10 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
11 all duties and the employer relinquishes control over the employee's activities prior to the
12 employee's sixth hour of work. Labor Code sections 226.7, 512, and 1198; Wage Order 1 at §11;
13 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
14 employ an employee for a work period of more than ten (10) hours per day without providing the
15 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
16 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
17 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
18 duty" meal period is only permitted when: (1) the nature of the work prevents an employee from
19 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
20 periods.

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

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

1 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
2 non-exempt employees to take short meal breaks less than 30 minutes, and/or remain on-duty
3 during meal breaks due to off-the-clock sterilization procedure consisting of hand washing, boot
4 washing, and removing debris from their clothing during meal breaks.

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

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

15 26. **Failure to pay wages to hourly non-exempt employees for workdays that**
16 **Defendants failed to provide legally required and compliant rest periods and/or failure to**
17 **pay rest period premium:** Plaintiff and other current and former aggrieved California-based
18 hourly non-exempt employees regularly worked shifts of more than three-and-a-half (3.5) hours.

19 27. California law requires every employer to authorize and permit an employee a rest
20 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
21 Code section 226.7; Wage Order 1 at §12. Under California law, "[e]mployees are entitled to 10
22 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
23 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
24 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
25 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
26 each work period. Wage Order 1 at §12. Additionally, the rest period requirement "obligates
27 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*
28 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must

1 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

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

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

10 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
11 non-exempt employees to take short rest breaks and/or remain on-duty during rest breaks due to
12 sterilization procedure consisting of hand washing, boot washing, and removing debris from their
13 clothing during rest breaks.

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

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

23 32. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
26 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
27 16th and the 26th day of that month and wages earned between the 16th and the last day,
28 inclusive, of any calendar month must be paid between the 1st and 10th day of the following

1 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
2 paid within seven (7) calendar days following the close of the payroll period in which wages were
3 earned. Labor Code section 204(d).

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

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

20 35. **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 36. 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(a)(1, 2, 5 & 9).

11 37. **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 38. 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 39. 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 40. Plaintiff has complied with the procedures for bringing suit specified in Labor
25 Code section 2699.3. On April 5, 2024, 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 41. 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 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
5 to investigate Plaintiff's claims.

6 42. 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, 223, 226(a),
8 226.7, 510, and 512, During Plaintiff's employment and continuing through the present, preceding
9 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
10 amounts:

11 a. For violations of Labor Code sections 201, 202, 203, 226(a), and 226.7; 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(a), alternatively, two hundred
16 fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each
17 subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay
18 period [penalty amounts established by Labor Code section 226.3].

19 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
20 each 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 204, one hundred dollars (\$100) for
24 each failure to pay each employee in any initial violation, and for each subsequent violation, or
25 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
26 employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by
27 Labor Code section 210].

28 e. For violations of Labor Code section 223, one hundred dollars (\$100) for

1 each failure to pay each employee in any initial violation, and for each subsequent violation, or
2 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
3 employee, plus 25 percent of the amount unlawfully withheld [penalty amounts established by
4 Labor Code section 225.5].

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

7 **PRAYER FOR RELIEF**

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

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

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

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

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

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

20
21 Dated: June 10, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

22
23 By: 

24 Joseph Lavi, Esq.
25 Vincent C. Granberry, Esq.
26 Jeffrey M. Schwartz, Esq.
27 Win Pham, Esq.
28 Attorneys for Plaintiff
ERIC WRIGHT
on behalf of himself and current and former
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