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Attorneys for Plaintiff JORGE ESCOBAR,
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**

JORGE ESCOBAR, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

ACS STAFFING, INC.; TRIO GLOBAL
LOGISTICS LLC; and DOES 1 to 100, inclusive,
Defendants.

Case No.: **25STCV02777**

PAGA ACTION

**PLAINTIFF JORGE ESCOBAR'S
COMPLAINT FOR:**

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

COMES NOW Plaintiff JORGE ESCOBAR ("Plaintiff"), who alleges and complains
against Defendants ACS STAFFING, INC.; TRIO GLOBAL LOGISTICS 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 hours

1 worked at minimum wage and all overtime hours worked at the overtime rate of pay; failure to
2 authorize or permit all legally required and/or compliant meal periods or pay meal period premium
3 wages; failure to authorize or permit all legally required and/or compliant rest periods or pay rest
4 period premium wages; statutory penalties for failure to timely pay earned wages during
5 employment; statutory penalties for failure to provide accurate wage statements; statutory waiting
6 time penalties in the form of continuation wages for failure to timely pay employees all wages due
7 upon separation of employment. Plaintiff seeks on a representative basis, following notice to the
8 Labor and Workforce Development Agency (“LWDA”), civil penalties, reasonable attorneys’ fees
9 pursuant to Labor Code § 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California,
10 and others aggrieved.

11 **II. JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
13 former aggrieved California-based hourly non-exempt employees because Plaintiff’s lawsuit seeks
14 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
15 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
16 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
17 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
18 aggrieved California-based hourly non-exempt employees occurred in locations throughout
19 California, including but not limited to Los Angeles County, at 15927 Distribution Way, Cerritos,
20 CA 90703.

21 **III. PARTIES**

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

1 Defendants' location in Los Angeles from in or around September 13, 2024 until on or about
2 September 20, 2024.

3 2. Plaintiff is informed and believes and thereon alleges that Defendant ACS
4 STAFFING, INC. is authorized to do business within the State of California and is doing business
5 in the State of California and/or that Defendants DOES 1 - 33 are, and at all times relevant hereto
6 were persons acting on behalf of Defendant ACS STAFFING, INC. in the establishment of, or
7 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant ACS
8 STAFFING, INC. operates in Los Angeles County and employed Plaintiff and aggrieved employees
9 in Los Angeles County, including but not limited to, at 15927 Distribution Way, Cerritos, CA 90703.

10 3. Plaintiff is informed and believes and thereon alleges that Defendant TRIO
11 GLOBAL LOGISTICS LLC is authorized to do business within the State of California and is doing
12 business in the State of California and/or that Defendants DOES 34 - 66 are, and at all times relevant
13 hereto were persons acting on behalf of Defendant TRIO GLOBAL LOGISTICS LLC in the
14 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.
15 Defendant TRIO GLOBAL LOGISTICS LLC operates in Los Angeles County and employed
16 Plaintiff and aggrieved employees in Los Angeles County, including but not limited to, at 15927
17 Distribution Way, Cerritos, CA 90703.

18 4. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67 -
19 100 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff
20 that employed Plaintiff and aggrieved California non-exempt employees, permitted Plaintiff and
21 aggrieved employees to work, and exercised control over the wages, hours and working conditions
22 of employment of Plaintiff and aggrieved employees.

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

6. Plaintiff is unaware of the true names of Defendants DOES 1 - 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.

7. 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 §§ 2698, ET SEQ.**

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

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

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

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

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

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

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

7 (a) Regularly requiring Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees to keep on their persons their Defendant-issued
9 walkie-talkies and continuously monitor them, and to receive and respond to calls from Defendant's
10 management personnel at all times, resulting in Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees being required to remain on duty during their entire
12 shift, including during their off-the-clock meal breaks.

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

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

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

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

Labor Code § 510.

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

(a) Regularly requiring Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to keep on their persons their Employer-issued walkie-talkies and continuously monitor them, and to receive and respond to calls from Defendant's management personnel at all times, resulting in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees being required to remain on duty during their entire shift, including during their off-the-clock meal breaks.

18. Furthermore, overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

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

20. **Failure to pay wages to hourly non-exempt employees for workdays that**

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

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

16 22. If an employer fails to provide an employee a meal period in accordance with the
17 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
18 for each workday that a legally required and compliant meal period was not provided. Labor Code
19 §§ 226.7 and 1198; Wage Order 4 at §11.

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

24 (a) Regularly requiring Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees to maintain on their persons their Employer-issued
26 walk-talkies and continuously monitor them during their off-the-clock meal breaks, in order to
27 receive calls from Defendant's management personnel and respond accordingly – resulting in
28 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees

1 having to remain on-duty during their meal breaks; and

2 (b) Occasionally failing to provide Plaintiff and other current and former
3 aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal
4 period of no less than thirty (30) minutes for each workday that Plaintiff and other current and former
5 aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

11 25. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and
12 other current and former aggrieved California-based hourly non-exempt employees not receiving
13 wages to compensate them for workdays during which Defendants did not provide them with meal
14 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 pay**
17 **rest period premium:** Plaintiff and other current and former aggrieved California-based hourly
18 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 Code
21 § 226.7; Wage Order 4 at §12. Under California law, "[e]mployees are entitled to 10 minutes' rest
22 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
23 up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker*
24 *Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7; Wage
25 Order 4 at §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Wage
26 Order 4 at §12. Additionally, the rest period requirement "obligates employers to permit – and
27 authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.*,
28 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all

1 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 must
3 pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the
4 employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order
5 4 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) Regularly requiring Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees to maintain on their persons their Employer-issued
12 walk-talkies and continuously monitor them during their rest breaks, in order to receive calls from
13 Defendant's management personnel and respond accordingly – resulting in Plaintiff and other
14 current and former aggrieved California-based hourly non-exempt employees having to remain on-
15 duty during their rest breaks;

16 (b) Occasionally failing to provide Plaintiff and other current and former
17 aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period
18 of no less than ten (10) net minutes on each workday that Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

28 32. **Failure to timely pay earned wages during employment:** In California, wages

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

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

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

25 35. **Failure to provide complete and accurate wage statements:** Labor Code § 226,
26 subdivision (a). Labor Code § 226(a) provides, *inter alia*, that, upon paying an employee his or her
27 wages, the employer must "furnish each of his or her employees ... an itemized statement in writing
28 showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee

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

10 36. 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
13 period premium wages) rendered Plaintiff’s and other current and former aggrieved California-
14 based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code §
15 226(a)(1, 2, 5 & 9).

16 37. **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 § 201) or within seventy-two (72) hours
19 of resignation (Labor Code § 202).

20 38. 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 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 §§ 201, 202, and 203.

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

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

1 § 2699.3. On November 19, 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 41. Pursuant to Labor Code § 2699.3, the LWDA must give written notice by certified
6 mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60
7 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice
8 within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate
9 Plaintiff's claims.

10 42. Pursuant to Labor Code §§ 2699(a) and (f), Plaintiff is entitled to recover civil
11 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 510,
12 512, 1194, and 1197, 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 §§ 201, 202, 203, 226(a), 226.7,; one hundred
16 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
17 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty
18 amounts established by Labor Code § 2699(f)(2)].

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

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

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

1 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
2 percent of the amount unlawfully withheld [penalty amounts established by Labor Code § 210].

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

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

9 **PRAYER FOR RELIEF**

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

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

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

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

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

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

22 Dated: January 31, 2025

23 Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

24 By: 

25 Joseph Lavi, Esq.
26 Vincent C. Granberry, Esq.
27 Jeffrey D. Klein, Esq.
28 William Tran, Esq.
Attorneys for Plaintiff JORGE ESCOBAR,
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aggrieved employees