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Per local Rule, This case is assigned to  
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiff LUIS E. GUTIERREZ ESPINOZA, as representative of the State of  
California and the Labor and Workforce Development Agency, and on behalf of herself and  
Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF CONTRA COSTA**

LUIS E. GUTIERREZ ESPINOZA, on behalf  
of herself and all other Aggrieved Employees,

Plaintiff,

v.

PREMIER FLOOR CARE, INC., a Nevada  
corporation; CEDRIC MOORE, an individual;  
and DOES 1- 50, Inclusive,

Defendants,

Case No. C25-01103

**COMPLAINT**

1. Civil Penalties under the Private Attorneys  
General Act (PAGA)

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1 Plaintiff, LUIS E. GUTIERREZ ESPINOZA, (“Plaintiff”), as a representative of the State  
2 of California and the Labor and Workforce Development Agency (LWDA), and on behalf of  
3 himself and other current or former Aggrieved Employees, complains and alleges as follows:

#### 4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State  
6 of California and the LWDA, and on behalf of himself and other Aggrieved Employees, to collect  
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendants and employers, PREMIER FLOOR CARE, INC. and CEDRIC  
9 MOORE (collectively “Defendants”), violated numerous wage and hour laws with respect to  
10 Plaintiff and other Aggrieved Employees by failing to provide, for example: accurate and itemized  
11 wages statements, payment for all hours worked (including regular wages and overtime), failure  
12 to provide a minimum wage, lawful meal periods, lawful rest periods, timely payment during  
13 employment, failure to reimburse for expenses incurred during the course and scope of  
14 employment, and payment upon separation of employment.

#### 15 **PARTIES**

##### 16 **The Plaintiff**

17 3. Plaintiff, LUIS E. GUTIERREZ ESPINOZA (hereinafter, “Plaintiff”) is, and at all  
18 times herein mentioned was, a resident of California, residing in Contra Costa County.

19 4. Aggrieved Employees are all former and/or current non-exempt employees  
20 holding various positions and employed by Defendants within California during the relevant time  
21 period who were subject to at least one or more of Labor Code violations set forth in this  
22 Complaint and in the PAGA Notice dated January 27, 2025 (“Aggrieved Employees”).

##### 23 **The Defendants**

24 5. Defendant PREMIER FLOOR CARE, INC. (hereinafter, “PREMIER FLOOR  
25 CARE”), is a Nevada corporation doing business in California, and at all relevant times mentioned  
26 herein, existing, doing business and employing individuals in the County of Contra Costa, State  
27 of California. Plaintiff is informed and believes that PREMIER FLOOR CARE operates at least  
28 one location in Contra Costa County located at 5179 Lone Tree Way, #557, Antioch, CA 94531.

1           6. Defendant CEDRIC MOORE (hereinafter, "MOORE") is an individual over the  
2 age of eighteen (18) years, and at all times mentioned herein, based on information and belief,  
3 was residing in the County of Contra Costa, State of California. Plaintiff is further informed and  
4 believes, and thereon alleges, that MOORE was and is the Chief Executive Officer, Chief  
5 Financial Officer, and managing agent of PREMIER FLOOR CARE.

6           7. PREMIER FLOOR CARE and MOORE are collectively referred to herein as  
7 "Defendants."

8           8. Plaintiff is informed and thereon alleges that Defendants exercised control over  
9 Plaintiff and Aggrieved Employees' wages, hours, and/or working conditions.

10           9. The true names and capacities, whether individual, corporate, associate, or  
11 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this  
12 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to  
13 amend this Complaint to insert the true names and capacities of said Defendants when the same  
14 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of  
15 the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is  
16 therefore liable to Plaintiff as alleged hereinafter.

17           10. Plaintiff is informed and believes, and based thereupon alleges, that at all times  
18 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,  
19 supervisors, conspirators, parent corporation, joint employers, successors, alter ego, and/or joint  
20 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were  
21 acting at least in part within the course and scope of said agency, employment, conspiracy, joint  
22 employment, alter ego status, and/or joint venture and with the permission and consent of each of  
23 the other Defendants.

24           11. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,  
25 and each of them, including those Defendants named DOES 1-50, acted in concert with one  
26 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,  
27 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.  
28

1 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and  
2 each of them, including those Defendants named as DOES 1-50, formed and executed a  
3 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged  
4 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended  
5 to and actually causing Plaintiff harm.

6 12. Whenever and wherever reference is made in this Complaint to any act or failure  
7 to act by a defendant or co-defendant, such allegations and references shall also be deemed to  
8 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

9 **JURISDICTION AND VENUE**

10 13. Venue is proper in Contra Costa County because Defendants either maintain its  
11 locations and/or transacts business in this county, the obligations and liability primarily arise in  
12 this county, and work was primarily performed by Plaintiff and other Aggrieved Employees in  
13 this county.

14 14. The California Superior Court has jurisdiction over this matter. PAGA penalties  
15 cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal.  
16 Further, there is no federal question at issue as the issues herein are based solely on California  
17 statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare  
18 Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

19 **GENERAL ALLEGATIONS**

20 15. Defendants are in the business of professional commercial floor care and cleaning.  
21 Defendants employed Plaintiff and Aggrieved Employees in California during the relevant PAGA  
22 period. Aggrieved Employees are all former and/or current non-exempt employees holding  
23 various positions and employed by Defendants within California during the relevant time period  
24 who were subject to at least one or more Labor Code violations set forth in this Complaint and in  
25 PAGA Notice dated January 27, 2025.

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1           16. Plaintiff was employed by Defendants as a janitorial cleaner from approximately  
2 December 2022 to about July 5, 2024. Plaintiff's primary job duties were commercial floor  
3 cleaning, stripping and sealing, waxing and buffing, restroom detailing, concrete polishing, and  
4 pressure washing.

5           17. The position required Plaintiff to work more than 8 hours a day and/or 40 hours  
6 per week without lawful compensation. Plaintiff and Aggrieved Employees were regularly not  
7 paid for minimum wage or overtime pay for all compensable time worked, including off-the-  
8 clock work. Plaintiff is informed and believes, and thereon alleges, that Defendants required  
9 Plaintiff and Aggrieved Employees to arrive at work one (1) hour prior to the start of their shift  
10 and at least 30 minutes after clocking out of his shift. Plaintiff and Aggrieved Employees were  
11 not compensated for this off-the-clock work.

12           18. Plaintiff and Aggrieved Employees were also not paid their correct overtime  
13 wages at their correct regular rate of pay because Defendants failed to factor non-discretionary  
14 bonuses and compensation into Plaintiff and Aggrieved Employees' regular rate of pay for  
15 purposes of calculating overtime.

16           19. Plaintiff and Aggrieved Employees were subject to not having all of their  
17 compensable work time recorded. Not all of Plaintiff and Aggrieved Employees' compensable  
18 work time spent under the control of Defendants was accounted for and compensated.  
19 Specifically, Plaintiff is informed and believes that Defendants (1) adjusted clock in and clock  
20 out times to the disadvantage of Plaintiff and other Aggrieved Employees by rounding up clock-  
21 in times when Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their  
22 respective shifts and rounded down clock-out times when Plaintiff and Aggrieved Employees  
23 worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and  
24 Aggrieved Employees to continue working when ostensibly on duty-free meal periods, or  
25 requiring them to return to work before the end of their thirty-minute meal periods but prohibiting  
26 them from clocking back in until the legally required thirty-minute mark.  
27

28           20. Based on information and belief, Plaintiff believes he and Aggrieved Employees

1 were also not being reimbursed for all necessary expenses incurred in the performance of their  
2 job duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, regardless of  
3 classification, to use their personal cellular telephones to communicate with colleagues and  
4 supervisors in the course of performing their respective duties but failed to reimburse them for  
5 use of the personal cellular devices nor the consumption of their personal data plan. Specifically,  
6 Plaintiff was required to use his personal cellphone to send work related photos and to  
7 communicate with the Employers via text message and WhatsApp.

8  
9 21. Defendants failed to authorize and permit all required meal and rest periods for  
10 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants maintained  
11 unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendants  
12 regularly did not staff enough employees to provide sufficient coverage to maintain their business  
13 operations so Plaintiff and Aggrieved Employees could not both complete their assigned daily  
14 duties and take complete, timely and uninterrupted meal and rest breaks. Defendants prioritized  
15 completion of daily duties and customer satisfaction ahead of meal and rest period compliance.  
16 Defendants failed to provide Plaintiff and Aggrieved Employees with an additional hour of  
17 premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor  
18 Code section 226.7.

19 22. As a result of the violations described above, Plaintiff and Aggrieved Employees  
20 experienced collateral or derivative violations. Specifically, Defendants failed to provide Plaintiff  
21 and Aggrieved Employees accurate itemized wage statements in writing in compliance with  
22 Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all  
23 wages owed at the time employment with Defendants had ended.

24 23. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor  
25 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
26 departments, divisions, commissions, boards, agencies or employees for violation of the code  
27 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on  
28 behalf of himself and other current or former employees pursuant to the procedures specified in

1 Labor Code section 2699.3.

2 24. For all provisions of the Labor Code except those for which a civil penalty is  
3 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a  
4 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the  
5 initial violation, and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period  
6 for each subsequent pay period if certain conditions are met.

7 25. Defendants' conduct during the PAGA period with respect to Plaintiff and  
8 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

9 26. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and  
10 hour violations under the California Labor Code and IWC Wage Orders.

11 27. At all relevant times herein, Defendants employed Plaintiff and Aggrieved  
12 Employees who were subject to the employment policies described herein, in whole or in part,  
13 and therefore suffered at least one or more of the violations set forth herein.

14 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
15 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for  
16 all hours worked, including the applicable minimum, regular, and overtime wages, and that they  
17 were not receiving all wages earned for work that was required to be performed. In violation of  
18 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved  
19 Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and Aggrieved  
20 Employees all earned minimum, regular, and/or overtime compensation.

21 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
22 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required  
23 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'  
24 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In  
25 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy  
26 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff  
27 and Aggrieved Employees for late meal periods. As a result of Defendants' unlawful policy and  
28

1 practice, Plaintiff and Aggrieved Employees did not receive all meal periods or payment of one  
2 (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay when they  
3 did not receive a timely, uninterrupted 30 minute off-duty meal period.

4 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
5 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required  
6 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'  
7 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In  
8 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy  
9 of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff  
10 and Aggrieved Employees for each rest period that was not provided or was interrupted. As a  
11 result of Defendants' unlawful policy and practice, Plaintiff and Aggrieved Employees did not  
12 receive all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and  
13 Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted 10  
14 minute off-duty rest period.

15 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
16 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely  
17 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff  
18 and certain Aggrieved Employees did not receive payment of all wages due, within permissible  
19 time periods, upon separation of employment.

20 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew  
21 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized  
22 wage statements that accurately showed their actual hours worked, total hours worked, number  
23 of hours worked at each hourly rate, gross and net wages earned, and correct employer  
24 information in accordance with California law. As a result of the wage violations specified above,  
25 and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with  
26 accurate itemized wage statements that accurately reported their gross and net wages earned, total  
27 hours worked, each applicable rate of pay in effect during the pay period with the corresponding  
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1 number of hours worked, and the address of the legal entity that is the employer, among other  
2 things.

3 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or  
4 should have known that Defendants were required to maintain accurate records of the hours  
5 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed  
6 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its  
7 off-the-clock and/or unfair rounding practices, among other things.

8 **FIRST CAUSE OF ACTION**

9 **(Civil Penalties Under the Private Attorneys General Act,**  
10 **Labor Code § 2699 et seq., for Violations of the Labor Code)**

11 34. Plaintiff realleges and incorporates by reference all preceding paragraphs of this  
12 Complaint as if set forth in full herein.

13 35. By this Complaint, Plaintiff brings this case as a representative action seeking  
14 penalties for himself, the Aggrieved Employees, and the State of California in a representative  
15 capacity, as provided by the PAGA, Labor Code sections 2698 *et seq.* Plaintiff is an Aggrieved  
16 Employee who was employed by Defendants and subject to at least one of the Labor Code  
17 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in  
18 his or her notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203,  
19 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198  
20 and 2802.

21 36. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause  
22 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code  
23 sections alleged to have been violated, and after receiving notice from the LWDA of its intention  
24 not to investigate, or after 65 days have passed without notice from the LWDA.

25 37. Prior to filing this Complaint, on or about January 27, 2025, Plaintiff gave written  
26 notice of the specific provisions alleged to have been violated, including the facts and theories to  
27 support the alleged violations, as required by Labor Code section 2699.3 to Defendants. The  
28

1 written notice was given via certified mail to Defendants, and the LWDA by electronically filing  
2 the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case  
3 number.

4 38. The LWDA has not provided Plaintiff with any notice that it intends to investigate  
5 the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since  
6 the postmark date on the latter notice.

7 39. California Labor Code §§2698-2699.5, in relevant part provides, "any provision  
8 of this code that provides for a civil penalty to be assessed and collected by the Labor and  
9 Workforce Development Agency...for a violation of this code, may, as an alternative, be  
10 recovered through a civil action brought by an Aggrieved Employee on behalf of himself or  
11 herself and other current or former employees pursuant to the procedures specified in Section  
12 2699.3."

13 40. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil  
14 penalties for Defendants' Labor Code violations.

15  
16 **First Violation**

17 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

18 41. Under California Labor Code §512(a), "An employer may not employ an  
19 employee for a work period of more than five hours per day without providing the employee with  
20 a meal period of not less than 30 minutes, except that if the total work period per day of the  
21 employee is no more than six hours, the meal period may be waived by mutual consent of both  
22 the employer and employee."

23 42. Defendants violated Labor Code § 512 by failing to provide Plaintiff and  
24 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted, complete,  
25 and/or timely meal periods within the first five hours of the shifts worked. Defendants,  
26 furthermore, did not provide the requisite second meal period after working more than 10 hours.

27 43. Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of  
28 pay for each day Defendants failed to provide a meal period in compliance with section 512.

1 **Second Violation**

2 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

3 44. Under California Labor Code §226.7(b), “An employer shall not require an  
4 employee to work during a meal or rest or recovery period mandated pursuant to an applicable  
5 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

6 45. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize  
7 and permit all employees to take rest periods, which insofar as practicable shall be in the middle  
8 of each work period. The authorized rest period time shall be based on the total hours worked  
9 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

10 46. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to  
11 take rest periods and mandated by the Wage Order.

12 47. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee  
13 one additional hour of pay at the employee’s regular rate of compensation for each workday that  
14 the meal or rest or recovery period is not provided.”

15 48. Defendants failed to pay Plaintiff and Aggrieved Employees who were not  
16 provided rest periods one hour of pay at their regular rate of pay.

17 **Third Violation**

18 **(Failure to Provide Complete and Accurate Wage Statements,**  
19 **in Violation of Labor Code Section 226)**

20 49. Under California Labor Code §226(a), an employer is legally obligated to provide  
21 its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement  
22 in writing...”

23 50. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
24 for Defendants’ Labor Code violations alleged herein, as well as attorney’s fees and costs, under  
25 Labor Code § 2699.  
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1 **Fourth Violation**

2 **(Failure to Pay Minimum Wages)**

3 51. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders,  
4 payment to an employee of less than the applicable minimum wage for all hours worked in a  
5 payroll period is unlawful.

6 52. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
7 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
8 Labor Code § 2699.

9 **Fifth Violation**

10 **(Failure to Pay Overtime Wages)**

11 53. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an  
12 employer is required to compensate employees for all overtime, which is calculated at one and  
13 one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per  
14 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive  
15 workday, with double time for all hours worked in excess of twelve (12) hours in any workday  
16 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in  
17 any workweek.  
18

19 54. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
20 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
21 Labor Code § 2699.

22 **Sixth Violation**

23 **(Failure to Timely Pay Wages During Employment)**

24 55. Pursuant to California Labor Code § 204, for all labor performed between the 1st  
25 and 15th days of any calendar month, an employer is required to pay its employees between the  
26 16th and 26th day of the month during which the labor was performed. California Labor Code §  
27 204 also provides that for all labor performed between the 16th and 26th days of any calendar  
28 month, Defendant was required to pay their employees between the 1st and 15th day of the

1 following calendar month. In addition, California Labor Code § 204 provides that all wages  
2 earned for labor in excess of the normal work period shall be paid no later than the payday of the  
3 next regular payroll period.

4 56. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
5 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
6 Labor Code § 2699.

7 **Seventh Violation**

8 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

9 57. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required  
10 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §  
11 201 mandates that if an employer discharges an employee, the employee's wages accrued and  
12 unpaid at the time of discharge are due and payable immediately.

13 58. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
14 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
15 Labor Code § 2699.

16 **Eighth Violation**

17 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

18 **(Against all Defendants and DOES 1 to 50, inclusive)**

19 59. Labor Code § 2802 provides that an employer shall indemnify his or her employee  
20 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
21 discharge of his or her duties, or of his or her obedience to the directions of the employer.

22 60. Defendants failed to indemnify and reimburse Plaintiff for all necessary  
23 expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's  
24 job duties.

25 61. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses  
26 incurred as a result of discharging his or her duties, including interest.

27 62. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties  
28

1 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under  
2 Labor Code § 2699.

3  
4 **PRAYER FOR RELIEF**

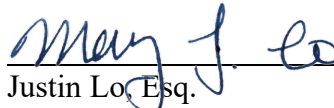
5 **WHEREFORE**, Plaintiff prays for the following relief:

- 6 1. For penalties in an amount according to proof;  
7 2. For reasonable attorney's fees and costs pursuant to PAGA; and  
8 3. For such other and further relief as this Court may deem just and proper.  
9

10 Respectfully Submitted,

11 Dated: April 18, 2025

**WORK LAWYERS PC**

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Justin Lo, Esq.

May T. To, Esq.

Attorneys for Plaintiff LUIS E. GUTIERREZ  
ESPINOZA and Aggrieved Employees