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 SERGIO MONTOYA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SERGIO MONTOYA,

Plaintiff,

vs.

THE BAIL BOYS, INC. (a California corporation), JOSHUA KHORSANDI (an individual), JOY BOILEAU (an individual), and DOES 1 through 25, inclusive,

Defendants.

Case No. 25STCV01480

FIRST AMENDED COMPLAINT

DEMAND FOR TRIAL BY JURY

1. Failure to Pay Overtime
2. Failure to Provide Meal Periods
3. Failure to Authorize and Permit Rest Periods
4. Failure to Pay Minimum Wages
5. Untimely Payment of Final Wages
6. Unauthorized Deductions from Wages
7. Failure to Provide Accurate Itemized Wage Statements
8. Failure to Reimburse for Necessary Business Expenses
9. Violation of the California Business & Professions Code §§ 17200, et seq.
10. Violation of Labor Code §§ 1102.5
11. Breach of Contract
12. Breach of Implied Covenant of Good Faith and Fair Dealing
13. Violation of Labor Code §§ 2698, et seq.

Plaintiff Sergio Montoya (hereinafter "Plaintiff") brings this action against The Bail Boys, Inc. (hereinafter "The Bail Boys"), Joshua Khorsandi ("Mr. Khorsandi"), Joy Boileau (hereinafter "Ms. Boileau"), and/or Does 1 through 25, inclusive on behalf of himself and the Aggrieved Employees, who are defined as: "All current and former non-

1 exempt employees of The Bail Boys in the state of California from January 15, 2024
2 through the date this matter is resolved.” The Bail Boys, Mr. Khorsandi, Ms. Boileau,
3 and/or Does 1 through 25 are hereinafter collectively referred to as “Defendants.”
4 Plaintiff complains and alleges as follows on the basis of personal knowledge and/or
5 information and belief.

6 **THE PARTIES**

7 1. Plaintiff is, and at all times mentioned in this complaint was, a resident
8 of Los Angeles County, California.

9 2. Plaintiff is informed and believes and on that basis alleges that The
10 Bail Boys is a corporation organized and existing under the laws of California with its
11 principal place of business in Los Angeles, which is in Los Angeles County.

12 3. Plaintiff is informed and believes and on that basis alleges that Mr.
13 Khorsandi (who is Chief Executive Officer, Secretary, and Chief Financial Officer of The
14 Bail Boys) is a resident of Los Angeles County.

15 4. Plaintiff is informed and believes and on that basis alleges that Ms.
16 Boileau, President of The Bail Boys, is a resident of Los Angeles County.

17 5. Labor Code section 558.1(a) provides that “[a]ny employer or other
18 person acting on behalf of an employer, who violates, or causes to be violated, any
19 provision regulating minimum wages or hours and days of work in any order of the
20 Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
21 226.7, 1194, or 2802, may be held liable as the employer for such violation.”

22 6. Labor Code section 558.1(b) explains that “For purposes of this section,
23 the term ‘other person acting on behalf of an employer’ is limited to a natural person who
24 is an owner, director, officer, or managing agent of the employer....” This includes both
25 Mr. Khorsandi and Ms. Boileau.

26 7. The Bail Boys is, and was at all times mentioned in this complaint,
27 authorized to conduct business in Los Angeles County. The Bail Boys’s place of business,
28

1 where many of the below-described incidents took place, is in Los Angeles County, at
2 965 North Vignes Street, Suite 2, Los Angeles, CA 90012.

3 8. During the time period relevant to this complaint, Plaintiff worked as a
4 bail bond agent and bounty hunter for The Bail Boys. Plaintiff worked for The Bail Boys
5 at the 965 North Vignes Street, Suite 2, Los Angeles, CA 90012; 7701 South Broadway,
6 Los Angeles, CA 90003; and 2410 Yates Ave., Commerce, CA 90040. Those locations
7 are all in Los Angeles County. Plaintiff also performed work for The Bail Boys in
8 Riverside County.

9 9. The names and capacities of DOES 1 through 25, inclusive (“DOES”) are
10 unknown to Plaintiff at this time, and Plaintiff therefore sues such DOE defendants
11 under fictitious names. Plaintiff is informed and believes, and thereupon alleges, that
12 each Defendant designated as a DOE is in some manner highly responsible for the
13 occurrences alleged herein, and that Plaintiff's injuries and damages, as alleged herein,
14 were proximately caused by the conduct of such DOE defendants. Plaintiff will seek
15 leave of the court to amend this complaint to allege the true names and capacities of such
16 DOE defendants when ascertained.

17 10. Plaintiff is informed and believes, and thereon alleges, that each and
18 every one of the acts and omissions alleged herein were performed by, and/or attributable
19 to, all Defendants, each acting as agents and/or employers, and/or under the direction
20 and control of, each of the other Defendants, and that said acts and failure to act were
21 within the course and scope of said agency, employment, and/or direction and control.

22 11. Plaintiff is informed and believes, and based thereon alleges, that each
23 Defendant acted in all respects pertinent to this action as the agent of the other
24 Defendants, that they carried out a joint scheme, business plan or policy in all respects
25 pertinent thereto, and that the acts of each Defendant are legally attributable to the other
26 Defendants.

12. As a direct and proximate cause of the Defendants' unlawful acts, Plaintiff has suffered, and continues to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

13. All Defendants were responsible for the events and damages alleged herein, including on the following bases: (a) Defendants committed the acts alleged; (b) at all relevant times, one or more of the Defendants was the agent or employee, and/or acted under the control or supervision of one or more of the remaining Defendants, and in committing the acts alleged, acted within the course and scope of such agency and employment, and/or are otherwise liable for Plaintiff's damages; (c) at all relevant times, there existed a unity of ownership and interest between or among two or more of the Defendants such that any individuality and separateness between or among those Defendants has ceased, and Defendants are the alter egos of one another. Defendants exercised domination and control over one another to such an extent that any individuality or separateness of Defendants does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the separate existence of Defendants would permit abuse of the corporate privilege and would sanction fraud and promote injustice. All actions of all Defendants were taken by employees, supervisors, executives, officers, and directors during employment with all Defendants, were taken on behalf of all Defendants, and were engaged in, authorized, ratified, and approved of by all other Defendants.

JURISDICTION AND VENUE

14. The Superior Court of the State of California has jurisdiction over this action pursuant to California Constitution Article VI, section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.”

15. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident of the State of California. Moreover, upon information and belief, all Defendants are citizens of the state of California, the acts

1 alleged herein took place in California, and the relief is being sought against Defendants
2 is for their violations of California law. Further, no federal question is at issue because
3 the claims are based solely on California law.

4 16. Venue is proper in this judicial district and Los Angeles County because
5 Plaintiff worked for The Bail Boys in Los Angeles County, The Bail Boys maintains
6 offices and facilities and transacts business in Los Angeles County, and Defendants'
7 illegal acts, which are the subject of this action, occurred in Los Angeles County. Thus, a
8 substantial portion of the transactions and occurrences related to this action occurred in
9 this county.

10 17. IWC Wage Order No. 4 applies to this matter because that is the Wage
11 Order applicable to the insurance industry.

12 **THE PARTIES**

13 18. Plaintiff is former employee of The Bail Boys, Inc. Plaintiff worked for
14 Defendants from 2016 through March 21, 2024 as a bail bond agent and bounty hunter,
15 and he was classified as non-exempt.

16 19. Defendants simultaneously engaged Plaintiff and the Aggrieved Employees
17 as both non-exempt employees *and* as independent contractors. Plaintiff worked for
18 Defendants approximately 60 hours each week, but Defendants paid him for only
19 approximately 20 hours per week on a payroll check, and provided wage statements,
20 which were inaccurate. Defendants did not pay Plaintiff minimum wages for
21 approximately 40 hours per week. Upon information and belief, the Aggrieved
22 Employees similarly worked as independent contractors without pay and were provided
23 inaccurate wage statements.

24 20. Defendants also paid Plaintiff and the Aggrieved Employees as
25 independent contractors, paying them on a commission basis on the bail bonds they
26 wrote and closed. It then deducted from commissions the hourly wages paid. These
27 payments were not reflected on any wage statements. Defendants provided Plaintiff and
28 the Aggrieved Employees with IRS form 1099s for the commission payments.

1 21. Defendants promised to pay Plaintiff commissions of 5% of each bail
2 bond closed. This commission plan was not memorialized in a signed writing, and
3 Defendants often did not pay the promised commissions. Upon information and belief,
4 Defendants similarly promised commissions to the Aggrieved Employees without
5 memorializing the commission plans in a signed writing.

6 22. Defendants had no basis for classifying Plaintiff and the Aggrieved
7 Employees as independent contractors for any part of their work. They were not free from
8 Defendants' control and direction; they did not perform work outside Defendants' usual
9 course of business; and they were not engaged in an independently established business.

10 23. In furtherance of their scheme to pay only part of Plaintiff's and the
11 Aggrieved Employees' wages with a payroll check, Defendants did not require Plaintiff
12 and the Aggrieved Employees to punch in and out for actual work times.

13 24. Plaintiff worked approximately 60 hours per week for Defendants,
14 which is more than 8 hours per day and/or more than 40 hours per week, for each week
15 he worked for Defendants. However, Defendant did not record that time and did not pay
16 any overtime premiums for it. Upon information and belief, all the Aggrieved Employees
17 similarly worked for Defendants for more than 8 hours per day and/or more than 40
18 hours per week but were not paid any overtime.

19 25. Additionally, Plaintiff was constantly "on-call" and was required to
20 answer the phone 24 hours per day.

21 26. Part of Plaintiff's remuneration for his work for Defendants included
22 lodging. The lodging and commissions (and possibly other amounts) should have been
23 included in the regular rate of pay for overtime and paid to Plaintiff. They were not. Upon
24 information and belief, all Aggrieved Employees had remuneration that was not included
25 in the regular rate of pay for any overtime calculation.

26 27. Defendants did not provide 30-minute uninterrupted meal periods,
27 during which Plaintiff and the Aggrieved Employees were relieved from duty and could
28 leave the premises.

1 28. Defendants did not authorize or permit 30-minute uninterrupted rest
2 periods, during which Plaintiff and the Aggrieved Employees were relieved from duty
3 and could leave the premises.

4 29. Defendants did not pay premiums to Plaintiff and the Aggrieved
5 Employees for its failure to provide meal rest periods.

6 30. In addition to deducting Plaintiff's and the Aggrieved Employees'
7 hourly wages from their commission checks, Defendants also deducted losses that it
8 attributed to Plaintiff and the Aggrieved Employees, as well as expenses.

9 31. In addition to these deductions, Defendants also unlawfully shifted its
10 costs of doing business on to Plaintiff by requiring him to use his personal resources,
11 including but not limited to his personal cell phone, personal computer, and personal
12 internet service. It required him to pay for his own licenses, and it did not reimburse him
13 for mileage, fuel, or other expenses necessarily incurred in performing work for
14 Defendants. Upon information and belief, other Aggrieved Employees incurred necessary
15 business expenses that Defendants did not reimburse.

16 32. Defendants terminated Plaintiff's employment on March 21, 2024, in
17 retaliation for complaining to Ms. Boileau about unlawful conduct at The Bail Boys, Inc.,
18 including that; (1) another employee was claiming to have worked on files in order to get
19 commissions he did not earn, which amounts to stealing from the Company; and (2) that
20 Defendants were not allowing him to take paid sick leave.

21 33. Plaintiff's wages were not timely paid during his employment, and they
22 remained due and owing upon his termination, and Defendants willfully failed to pay
23 them. Upon information and belief, wages ere not timely paid to the Aggrieved
24 Employees during employment, and were also due and owing to other Aggrieved
25 Employees whose employment with Defendants were terminated, and Defendants
26 willfully failed to pay those wages.

27 34. On January 15, 2025, Plaintiff submitted a notice to the California
28 Labor and Workforce Development Agency to notify it of Defendants' violations and of

1 his intent to seek penalties under the Private Attorneys General Act (“PAGA”),
2 California Labor Code section 2698, *et seq.*

3 35. This First Amended Complaint adds a PAGA claim, permitted as a
4 matter of right under Labor Code section 2699.3(a)(2)(C).

5 **FIRST CAUSE OF ACTION**

6 **(Failure to Pay Overtime in Violation of California Labor Code §§ 510(a), 1194, 1198 and**

7 **Wage Order No. 4, subd. 3(A))**

8 **(By Plaintiff Individually Against All Defendants)**

9 36. Plaintiff incorporates by reference, and realleges as if fully stated
10 herein, each and every allegation set forth above.

11 37. California Labor Code section 1198 and the applicable Industrial
12 Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons
13 without compensating them at a rate of pay either time-and-a-half or two-times that
14 person’s regular rate of pay, depending on the number of hours worked on a daily or
15 weekly basis.

16 38. California Labor Code section 1194 provides that any employee
17 receiving less than the legal minimum wage or the legal overtime compensation
18 applicable to the employee is entitled to recover in a civil action the unpaid balance of the
19 full amount of this minimum wage or overtime compensation, including interest thereon,
20 reasonable attorney’s fees, and costs of suit.

21 39. Specifically, the applicable IWC Wage Order provides that Defendants
22 are and were required to pay Plaintiff at the rate of one-and-one-half Plaintiff's regular
23 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty
24 (40) hours in a workweek.

25 40. The applicable IWC Wage Order further provides that Defendants are
26 and were required to pay Plaintiff overtime compensation at a rate of two times
27 Plaintiff's regular rate of pay for all hours worked in excess of twelve (12) hours in a day
28 and for all hours worked in excess of (8) hours on the seventh day of work in a workweek.

41. California Labor Code section 510(a) codifies the right to overtime compensation at one-and-one-half times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh day of work, and twice the regular rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

42. During the relevant time period, Plaintiff regularly worked hours that triggered his right to overtime compensation, but Defendants intentionally and willfully failed to pay overtime wages to Plaintiff.

43. Defendants' failure to pay Plaintiff overtime compensation as required by law violates the provisions of the applicable Wage Order and California Labor Code sections 510(a) and 1198.

44. Pursuant to California Labor Code section 1194(a), Plaintiff is entitled to recover unpaid overtime compensation, as well as interest, costs and attorneys' fees.

SECOND CAUSE OF ACTION

(Failure to Provide Meal Periods in Violation of Wage Order No. 4, Subd. 11 and

California Labor Code §§ 512(a) and 226.7(b) and (c))

(By Plaintiff Individually Against All Defendants)

45. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

46. Wage Order 4 and California Labor Code sections 226.7(b) and (c) and 512(a) applied to Plaintiff's employment by Defendants.

47. IWC Wage Order 4, subdivision 11(A) and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day for the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

1 48. California Labor Code section 512(a) further provides that an employer
2 may not require, cause, or permit an employee to work for a work period of more than ten
3 (10) hours per day without providing the employee with a second uninterrupted meal
4 period of not less than thirty (30) minutes, except if the total hours worked is no more
5 than twelve (12) hours, the second meal period may be waived by mutual consent of the
6 employer and the employee only if the first meal period was not waived.

7 49. Plaintiff was scheduled to work for periods of longer than six (6) hours
8 and was required to work for longer than five (5) hours without an uninterrupted meal
9 period of not less than thirty (30) minutes, and did not waive the meal periods.

10 50. Plaintiff was scheduled to work for periods of longer than ten (10) hours
11 and was required to work for longer than ten (10) hours without an uninterrupted second
12 meal period of not less than thirty (30) minutes, and did waive the meal periods.

13 51. Defendants intentionally and willfully required Plaintiff to miss his
14 meal periods and take meal periods that were late, shortened, or interrupted and failed to
15 pay Plaintiff the meal premium for these missed, late, and shortened meal periods.

16 52. California Labor Code section 226.7(b) provides that no employer shall
17 require an employee to work during any meal or rest period mandated by an applicable
18 order of the California IWC.

19 53. Pursuant to the applicable IWC Wage Order 4, subdivision 11(B), and
20 California Labor Code section 226.7(c), Defendants should have paid Plaintiff one
21 additional hour of pay at Plaintiff's regular rate of compensation for each workday that a
22 meal period was not provided and a premium was not paid.

23 54. Defendants intentionally and willfully required Plaintiff to miss his
24 meal periods and take meal periods that were late, shortened, or interrupted, and failed to
25 pay Plaintiff the meal premium for these missed, late, and shortened meal periods.

26 55. Defendants' conduct violates Wage Order 4, subdivisions 11(A) and
27 (B) and California Labor Code section 226.7(b) and (c), and 512(a).

1 **THIRD CAUSE OF ACTION**

2 **(Failure to Authorize and Permit Rest Periods in Violation of Wage Order No. 4, subd.**

3 **12(A) and (B) and 226.7(b) and (c)**

4 **(By Plaintiff Individually Against All Defendants)**

5 56. Plaintiff incorporates by reference, and realleges as if fully stated
6 herein, each and every allegation set forth above.

7 57. IWC Order 4, subdivisions 12(A) and (B) and California Labor Code
8 sections 226.7(b) and (c) apply to Plaintiff's employment by Defendants.

9 58. IWC Wage Order 4, subdivision 12(A), provides that “[e]very employer
10 shall authorize and permit all employees to take rest periods, which insofar as practicable
11 shall be in the middle of each work period” and that the “rest period time shall be based
12 on the total hours worked daily at the rate of ten (10) minutes rest time per four (4)
13 hours or major fraction thereof unless the total daily work time is less than three and one-
14 half (3.5) hours.”

15 59. At all relevant times, California Labor Code section 226.7(b) provides
16 that no employer shall require an employee to work during any meal or rest period
17 mandated by an applicable order of the California IWC.

18 60. During the relevant time period, Defendants required Plaintiff to work
19 more than three and one-half (3.5) hours without authorizing or permitting a ten (10)
20 minute rest period for each four (4) hour work period.

21 61. During the relevant time period, Defendants willfully required Plaintiff
22 to work during rest periods, failed to allow Plaintiff to take any rest period and/or failed
23 to authorize and permit Plaintiff to take uninterrupted, duty-free rest breaks.

24 62. Pursuant to the applicable IWC Wage Order 4, subdivision 12(B) and
25 California Labor Code section 226.7(c), Defendants should have paid Plaintiff one
26 additional hour of pay at Plaintiff's regular rate of compensation for each workday that a
27 rest period was not authorized and permitted and a premium was not paid.
28

63. Defendants intentionally and willfully required Plaintiff to miss his rest periods and take rest periods that were late, shortened, or interrupted, and failed to Plaintiff premium pay for these missed, late, and shortened rest periods.

64. Defendants' conduct violates the applicable IWC Wage Order, subdivisions 12(A) and (B) and California Labor Code section 226.7(b) and (c).

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197, and 1197.1

(By Plaintiff Individually Against All Defendants)

65. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

66. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage must be paid to employees and that payment of a lesser wage is unlawful.

67. Defendants regularly failed to pay minimum wages to Plaintiff as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

68. Pursuant to California Labor Code sections 1194, 1197, and 1197.1, Plaintiff is entitled to recover the unpaid balance of his minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Untimely Payment of Final Wages in Violation of California Labor Code §§ 201, 202, and 203)

(By Plaintiff Individually Against all Defendants)

69. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

70. California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her

1 wages shall become due and payable not later than seventy-two hours thereafter, unless
2 the employee has given seventy-two hours' notice of his or her intention to quit, in which
3 case, the employee is entitled to his or her wages at the time of quitting.

4 71. Plaintiff's employment with The Bail Boys was terminated by
5 involuntary discharge by The Bail Boys. Defendants intentionally and willfully failed to
6 pay Plaintiff upon termination all of his wages, earned and unpaid, including but not
7 limited to straight time wages, minimum wages, overtime wages, and premium pay as
8 required by law.

9 72. This failure to pay earned and unpaid wages is a violation of California
10 Labor Code sections 201 and 202.

11 73. California Labor Code section 203 provides that if an employer willfully
12 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
13 employee shall continue as a penalty ("waiting time penalty") from the due date thereof
14 at the same rate or until paid or until an action is commenced; but the wages shall not
15 continue for more than thirty (30) days.

16 74. Plaintiff's wages have been due and owing for more than 30 days since
17 Plaintiff's termination of employment, and Defendants' failure to pay was willful. Thus,
18 Defendants are liable to Plaintiff for 30 days' pay.

19 **SIXTH CAUSE OF ACTION**

20 **(Unauthorized Deductions from Wages in Violation of California Labor Code § 221)**

21 **(By Plaintiff Individually Against The Bail Boys and DOES 1 through 25, Inclusive)**

22 75. Plaintiff incorporates by reference, and realleges as if fully stated
23 herein, each and every allegation set forth above.

24 76. California Labor Code section 221 provides that it "shall be unlawful
25 for any employer to collect or receive from an employee any part of wages theretofore
26 paid by said employer to said employee.

77. Defendants deducted from Plaintiff's wages for losses it attributed to Plaintiff, and it deducted wages paid by payroll check from his commissions, among other things.

78. Plaintiff did not authorize these deductions in writing, nor were these deductions for insurance premiums, hospital or medical dues, or to cover health and welfare or pension contributions.

79. Defendants' unlawful conduct deprived Plaintiff of his earned wages.

SEVENTH CAUSE OF ACTION

(Failure to Provide Accurate Itemized Wage Statements in Violation of California Labor Code § 226(a))

(By Plaintiff Individually Against All Defendants)

80. Plaintiff incorporates by reference, and realleges as if fully stated herein, each and every allegation set forth above.

81. California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

82. Defendants failed to provide Plaintiff with complete and accurate wage statements. The deficiencies include, but are not limited to, incorrect wage rates and incorrect hours of work, among other things. In addition, Defendants provided no wage

1 statements at all for the commission-based work, for which Defendants treated Plaintiff
2 as an independent contractor.

3 83. Because of Defendants' violation of California Labor Code section
4 226(a), Plaintiff has suffered injury and damage to his statutorily protected rights.

5 84. Plaintiff was denied both his right to receive, and his protected interest
6 in receiving, accurate and itemized wage statements pursuant to California Labor Code
7 section 226(a).

8 85. Because Defendants' failure to provide accurate itemized wage
9 statement was knowing and intentional, Plaintiff is entitled to recover from Defendants
10 the greater of his actual damages caused by Defendants' violation of Labor Code Section
11 226(a), or an aggregate penalty not to exceed four thousand dollars, pursuant to Labor
12 Code section 226(e).

13 **EIGHTH CAUSE OF ACTION**

14 **(Failure to Reimburse for Necessary Business Expenses in Violation of California Labor**
15 **Code § 2802)**

16 **(By Plaintiff Individually Against All Defendants)**

17 86. Plaintiff incorporates by reference, and realleges as if fully stated
18 herein, each and every allegation set forth above.

19 87. Pursuant to California Labor Code section 2802, "an employer shall
20 indemnify his or her employee for all necessary expenditures or losses incurred by the
21 employee in direct consequence of the discharge of his or her duties, or of his or her
22 obedience to the directions of the employer."

23 88. Plaintiff incurred expenses that were necessary for performing his job
24 duties and/or in direct consequence of obeying Defendants' directions. Specifically, he
25 had to use his personal cell phone, computer, internet service, and vehicle to perform his
26 work for Defendants.

27 89. Defendants knew Plaintiff could not perform his job duties without
28 incurring these expenses, yet Defendants did not reimburse Plaintiff for these expenses.

1 90. As a result, Defendants unlawfully shifted its costs of doing business to
2 Plaintiff in violation of Labor Code section 2802.

3 91. Plaintiff is entitled to reimbursement of all business expenses, plus
4 interest accrued from the date on which the employee incurred the expenses.

5 **NINTH CAUSE OF ACTION**

6 **(Violation of the California Business & Professions Code §§ 17200, *et seq.*)**

7 **(By Plaintiff Individually Against The Bail Boys and DOES 1 through 25, inclusive)**

8 92. Plaintiff incorporates by reference, and realleges as if fully stated
9 herein, each and every allegation set forth above.

10 93. Defendants' conduct, as alleged herein, has been, and continues to be,
11 unfair, unlawful, and harmful to Plaintiff, to the general public, and to Defendants'
12 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
13 interest within the meaning of Code of Civil Procedure section 1021.5.

14 94. Defendants' activities as alleged herein are violations of California law,
15 and constitute unlawful business acts and practices in violation of California Business &
16 Professions Code section 17200, *et seq.*

17 95. A violation of California Business & Professions Code section 17200, *et*
18 *seq.* may be predicated upon the violation of any state or federal law. In the instant case,
19 this is Defendants' policies and practices of misclassifying Plaintiff as an independent
20 contractor and requiring Plaintiff to: work without paying minimum wages and overtime;
21 work through meal and rest periods and not paying premium pay; failing to timely pay
22 wages; and shifting its costs of doing business to Plaintiff by failing to reimburse for
23 necessary business expenses.

24 96. As a result of the above-described violations of California law,
25 Defendants unlawfully gained an unfair advantage over other businesses.

26 97. Plaintiff has been personally injured by Defendants' unlawful business
27 acts and practices alleged herein, including but not necessarily limited to the loss of
28 money and/or property.

1 98. Pursuant to California Business & Professions Code section 17200, *et*
2 *seq.*, Plaintiff is entitled to restitution of the wages and reimbursements Defendants
3 withheld during the period that commences four years prior to the filing of this
4 Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure
5 section 1021.5; and an award of costs.

6 **TENTH CAUSE OF ACTION**

7 **Violation of Labor Code § 1102.5, *et seq.***

8 **(By Plaintiff Individually Against The Bail Boys and DOES 1 through 25, inclusive)**

9 99. Plaintiff incorporates by reference, and realleges as if fully stated
10 herein, each and every allegation set forth above.

11 100. At all relevant times, California Labor Code section 1102.5 was in
12 effect and was binding on Defendants. This statute prohibits Defendants from retaliating
13 against any employee, including Plaintiff, for raising complaints about violation or non-
14 compliance with a law or regulation, either to a person with authority over Plaintiff or to
15 an employee who has authority to investigate, discover, or correct the violation or non-
16 compliance.

17 101. Among other things, Plaintiff reported to Defendants that another
18 employee had repeatedly claimed to have worked on files that he did not work on in order
19 to get commissions he did not earn, which amounts to stealing from the Company, and
20 that Defendants were not allowing Plaintiff to take paid sick leave.

21 102. Because of these reports, Defendants retaliated against Plaintiff by
22 terminating him.

23 103. Because Plaintiff's reports were a contributing factor for the
24 termination, California Labor Code section 1102.6 requires Defendants to prove by clear
25 and convincing evidence that the termination would have occurred for legitimate,
26 independent reasons even if Plaintiff had not engaged in activities protected by section
27 1102.5.

28 104. As a proximate result of Defendants' willful, knowing, and intentional

1 retaliation against Plaintiff, Plaintiff has sustained and continues to sustain substantial
2 losses of earnings and other employment benefits.

3 105. As a proximate result of Defendants' willful, knowing, and intentional
4 retaliation against Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
5 damage to reputation, emotional distress, and mental and physical pain and anguish,
6 causing damages in a sum according to proof.

7 106. Under California Labor Code section 1102.5(f), Defendants are also
8 liable for a civil penalty of up to \$10,000 for each violation of section 1102.5.

9 107. Plaintiff has incurred and continues to incur legal expenses and
10 attorneys' fees. Pursuant to California Labor Code section 1102.5(j), Plaintiff may
11 recover reasonable attorneys' fees in an amount according to proof.

12 108. Defendants committed the acts herein despicably, maliciously,
13 fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, from an
14 improper and evil motive amounting to malice, and in conscious disregard of Plaintiff's
15 rights. Defendants' acts were committed by and/or ratified by officers, directors, and/or
16 managing agents of The Bail Boys. Plaintiff is thus entitled to punitive damages from
17 Defendants in an amount according to proof.

18 **ELEVENTH CAUSE OF ACTION**

19 **Breach of Contract**

20 **(By Plaintiff Individually Against The Bail Boys and DOES 1 to 25, Inclusive)**

21 109. Plaintiff incorporates by reference, and realleges as if fully stated
22 herein, each and every allegation set forth above.

23 110. To prevail on a cause of action for breach of contract, the Plaintiff must
24 prove (1) the contract, (2) the plaintiff's performance of the contract or excuse for
25 nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff.
26 *Richman v. Hartley*, 224 Cal.App.4th 1182, 1186 (2014).

27 111. In connection with Plaintiff's work for The Bail Boys, The Bail Boys
28 offered, and Plaintiff accepted, a commission arrangement whereby Plaintiff would write

1 and close bail bonds, and the Bail Boys would pay him a 5% commission for each bond
2 closed.

3 112. Plaintiff performed under this agreement, but The Bail Boys often did
4 not pay him the 5% commission and/or deducted Plaintiff's regular wages and other
5 amounts from the commissions owed.

6 113. This is a breach of the commission agreement.

7 114. Plaintiff has been damaged in the amounts he would have received
8 pursuant to the commission agreement.

9 **TWELFTH CAUSE OF ACTION**

10 **Breach of Implied Covenant of Good Faith and Fair Dealing**

11 **(By Plaintiff Individually Against The Bail Boys and DOES 1 to 25, Inclusive)**

12 115. Plaintiff incorporates by reference, and realleges as if fully stated
13 herein, each and every allegation set forth above.

14 116. In every contract or agreement there is an implied promise of good faith
15 and fair dealing. This means that each party will not do anything to unfairly interfere
16 with the right of any other party to receive the benefits of the contract. *See Comunale v.*
17 *Traders & General Ins. Co.*, 50 Cal.2d 654, 658 (1958).

18 117. Plaintiff and The Bail Boys entered into an agreement where by
19 Plaintiff would write and close bonds and The Bail Boys would pay him 5% commission
20 on each bond closed.

21 118. Plaintiff performed under this agreement, but The Bail Boys often did
22 not pay him the 5% commission and/or deducted Plaintiff's regular wages and other
23 amounts from the commissions owed. Thus, Defendants breached the agreement.
24 As a direct and proximate result of Defendants' conduct, Plaintiff has been harmed
25 accordingly, in that Plaintiff did not receive the promised commissions under the
26 agreement.

27 119. Plaintiff has been damaged in the amounts he would have received
28 pursuant to the Commission plan.

1 **THIRTEENTH CAUSE OF ACTION**

2 **(Violation of Labor Code section 2699, et seq.)**

3 **(By Plaintiff on Behalf of Himself and the Aggrieved Employees Against All Defendants)**

4 120. Plaintiff incorporates by reference, and realleges as if fully stated
5 herein, each and every allegation set forth above.

6 121. Plaintiff brings this cause of action as a representative action on behalf
7 of himself and similarly situated Aggrieved Employees in the capacity as a private
8 attorney general pursuant to the Private Attorneys General Act of 2004, California Labor
9 Code section 2699, et seq. (“PAGA”).

10 122. PAGA specifically provides for a private right of action to recover civil
11 penalties for violations of the Labor Code as follows: “Notwithstanding any other
12 provision of law, any provision of this code that provides a civil penalty to be assessed
13 and collected by the Labor Workforce Development Agency or any of its departments,
14 divisions, commissions, boards, agencies, or employees, for a violation of this code, may,
15 as an alternative, be recovered through a civil action brought by an aggrieved employee
16 on behalf of himself or herself and other current or former employees pursuant to the
17 procedures specified in Section 2699.3.” California Labor Code § 2699(a).

18 123. Plaintiff was employed by Defendants, and the Labor Code violations
19 alleged above were committed against him during the time of his employment. Plaintiff
20 and the other employees of Defendants are therefore “aggrieved employees” as defined
21 by California Labor Code section 2699(c) in that they are all current or former employees
22 of Defendants, and one or more of the alleged violations were committed against them.

23 124. In addition to the other Labor Code violations alleged above,
24 Defendants also violated other sections of the Labor Code with respect to Plaintiff and
25 the Aggrieved Employees.

26 125. Labor Code section 223 states that where a “statute or contract
27 requires an employer to maintain the designated wage scale, it shall be unlawful to
28

1 secretly pay a lower wage while purporting to pay the wage designated by statute or by
2 contract.”

3 126. Although it was not in writing, the Company contracted with Plaintiff
4 and the Aggrieved Employees to pay a specific amount in commissions and other wages.
5 Specifically, they agreed 5% commission on all bonds closed. It then paid less than the
6 agreed upon amount in violation of section 223.

7 127. Under Labor Code section 225.5, every person who unlawfully
8 withholds wages due any employee in violation of this section shall be subject to a civil
9 penalty of \$100 for each Aggrieved Employee per pay period for the initial violation
10 \$200 for each Aggrieved Employee per pay period for each subsequent violation, plus
11 25% of the amount unlawfully withheld.

12 128. Labor Code section 233(c) states that “An employer shall not deny an
13 employee the right to use sick leave or discharge, threaten to discharge, demote, suspend,
14 or in any manner discriminate against an employee for using, or attempting to exercise
15 the right to use, sick leave to attend to an illness or the preventive care of a family
16 member, or for any other reason specified in subdivision (a) of Section 246.5.”

17 129. Under Labor Code section 246.5(c)(1), an employer cannot deny an
18 employee the right to use accrued sick days, discharge, threaten to discharge, demote,
19 suspend, or in any manner discriminate against an employee for using accrued sick days,
20 attempting to exercise the right to use accrued sick days.

21 130. Defendants violated Labor Code sections 233(c) and 246.5 by refusing
22 to pay Plaintiff for sick leave when he had to call off sick. Upon information and belief,
23 Defendants had a policy or practice of denying employee requests for paid sick leave, and
24 this affected all Aggrieved Employees.

25 131. Additionally, by engaging in a pattern or practice of misclassifying
26 Plaintiff and the Aggrieved Employees as independent contractors, Defendants violated
27 Labor Code section 226.8.
28

1 132. Defendants failed to maintain payroll records showing the number of
2 hours worked daily by Plaintiff and the Aggrieved Employees in violation of Labor Code
3 section 1174, either because Defendants misclassified them as independent contractors,
4 or otherwise did not properly track hours worked.

5 133. Because Defendants failed to pay Plaintiff and the Aggrieved
6 Employees wages, overtime, accrued vacation, and meal rest premiums, it failed to
7 timely pay wages in violation of Labor Code section 204.

8 134. Defendants committed the same violations of Labor Code sections
9 510(a), 1198, 512(a), 226.7(b), 226.7(c), 226.8, 1194, 1197, 1197.1, 201, 202, 203,
10 204, 223, 227.3, 221, 226(a), 2802, 2751, and 1102.5 against the Aggrieved Employees
11 as it committed against Plaintiff, which are detailed above.

12 135. As set forth in detail above, during all times relevant to this Action,
13 Defendant has routinely subjected Plaintiff and the Aggrieved Employees to violations of
14 the California Labor Code by:

- 15 a. Misclassifying Plaintiff and the Aggrieved Employees as independent
16 contractors in violation of Labor Code § 226.8;
 - 17 b. Failing to Pay Plaintiff and the Aggrieved Employees all earned minimum
18 wage compensation in violation of Labor Code §§ 1194 and 1197 et seq.;
 - 19 c. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
20 compensation in violation of Labor Code § 510 and 1198;
 - 21 d. Failing to provide legally required meal periods to Plaintiff and the
22 Aggrieved Employees in violation of Labor Code 512(a);
 - 23 e. Failing to authorize and permit Plaintiff and the Aggrieved Employees to
24 take duty-free rest periods in violation of Labor Code §§ 226.7(b);
 - 25 f. Failing to pay Plaintiff and the Aggrieved Employees premium pay for each
26 meal or rest period not provided, authorized, or permitted, in violation of
27 Labor Code § 226.7(c);
- 28

- g. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204;
- h. Failing to timely pay Plaintiff and the Aggrieved Employees their final wages in violation of Labor Code §§ 201 and 202;
- i. Failing to timely pay Plaintiff and the Aggrieved Employees their wages during employment in violation of Labor Code § 204;
- j. Making unauthorized deductions from the wages of Plaintiff and the Aggrieved Employees in violation of Labor Code § 221;
- k. Refusing to allow Plaintiff and the Aggrieved Employees to take paid sick leave and threatening to discriminate against them for taking such leave in violation of Labor Code sections 233(c) and 246.5(c)(1);
- l. Failing to utilize a written commission agreement for Plaintiff and the Aggrieved Employees in violation of Labor Code section 2751;
- m. Paying Plaintiff and the Aggrieved Employees less than the agreed upon wages in violation of Labor Code section 223;
- n. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate itemized wage statements in violation of Labor Code § 226(a);
- o. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order;
- p. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code section 2802;
- q. Retaliating against Plaintiff and the Aggrieved Employees who engaged in protected activity by reporting Defendants' violations of the Labor Code, in violation of Labor Code § 1102.5;

136. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California,

requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11040, and penalties under California Labor Code sections §§ 2699(f), 558(a), 210(a), 1197.1(a), 225.5, 226.3, 226.8(b) or (c), 1174.5, 1102.5(f)(1), and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of applicable penalties, in all, is in an amount to be shown according to proof at trial.

137. Plaintiff has exhausted his administrative remedies pursuant to Labor Code section 2699.3. On January 15, 2025, Plaintiff's counsel submitted, via online filing with the LWDA and certified mail to Defendants, notice of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories that support those violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required by Labor Code section 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the filing of the notice, and the LWDA has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for himself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

138. Plaintiff was compelled to retain the services of counsel to file this Action to protect his interests and those of the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1), and any other applicable statute.

PRAYER FOR RELIEF

139. WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

140. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510, 1194, 1198 and Wage Order 4, subdivision 3(A) by willfully failing to pay all overtime wages due to Plaintiff;

141. For general unpaid wages at overtime wage rates;

142. For pre-judgment interest at the rate of 10% on any unpaid compensation commencing from the date such amounts are due, per Labor Code section 218.6;

143. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

144. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

145. That the Court declare, adjudge, and decree that Defendants violated Wage Order 4, subdivisions 11(A) and (B) and California Labor Code section 226.7(b) and (c), and 512(a) by willfully failing to provide all meal periods to Plaintiff, by requiring Client to work during the times that meal periods should have been provided, and for not paying the required premium pay;

146. That the Court award Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each workday that a meal period was not provided under Wage Order 4, subdivision 11(B) and Labor Code Section 226.7(c);

147. For pre-judgment interest at the rate of 10% on any unpaid compensation commencing from the date such amounts are due, per Labor Code section 218.6;

148. For attorneys' fees and costs under Labor Code Section 218.5; and

149. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

150. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 (b) and (c) and Wage Order 4, subdivisions 12(A)

1 and (B), by willfully failing to provide all rest periods to Plaintiff, by requiring Plaintiff to
2 work during the times that rest periods should have been provided, and for not paying the
3 required premium pay;

4 151. That the Court award Plaintiff one (1) hour of pay at Plaintiff's regular
5 rate of compensation for each workday that a meal period was not provided under Labor
6 Code Section 226.7(c);

7 152. For pre-judgment interest at the rate of 10% on any unpaid
8 compensation commencing from the date such amounts are due, per Labor Code section
9 218.6;

10 153. For attorneys' fees and costs under Labor Code Section 218.5; and

11 154. For such other and further relief as the Court may deem just and proper.

12 **As to the Fourth Cause of Action**

13 155. That the Court declare, adjudge, and decree that Defendants violated
14 California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay
15 minimum wages to Plaintiff;

16 156. For general unpaid wages and special damages ad may be appropriate;

17 157. For statutory wage penalties pursuant to California Labor Code section
18 1197.1 for Plaintiff in the amount as may be established according to proof at trial;

19 158. For pre-judgment interest on any unpaid compensation from the date
20 such amounts were due pursuant to California Labor Code section 218.6;

21 159. For reasonable attorneys' fees and costs of suit incurred herein
22 pursuant to California Labor Code section 1194(a);

23 160. For liquidated damages pursuant to California Labor Code section
24 1194.2; and

25 161. For such other and further relief as the Court may deem just and proper.
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As to the Fifth Cause of Action

162. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed when Plaintiff's employment terminated;

163. For statutory wage penalties pursuant to California Labor Code section 203;

164. For attorneys' fees and costs under Labor Code Section 218.5; and

165. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

166. That the court declare, adjudge, and decree that Defendants violated California Labor Code section 221 by making unauthorized deductions from Plaintiff's wages;

167. For damages in the amount of Plaintiff's wage that Defendants unlawfully deducted;

168. For attorneys' fees and costs under Labor Code Section 218.5;

169. For interest accrued from the date on which the deductions occurred;

170. For reasonable attorneys' fees and costs of suit under California Labor Code section 218.6; and

171. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

172. That the Court declare, adjudge, and decree that Defendants violated Labor Code Section 226(a) and failed to provide Plaintiff with accurate itemized wage statements;

173. For actual damages according to proof, or statutory penalties pursuant to California Labor Code section 226(e) up to \$4,000, whichever is greater;

174. For attorneys' fees and costs pursuant to Labor Code sections 226(e) and 226(h); and

175. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

176. That the court declare, adjudge, and decree that Defendants violated California Labor Code section 2802 by failing to reimburse Plaintiff for all necessary business expenses as required by law;

177. For damages in the amount of Plaintiff's necessary business expenses that have not been reimbursed;

178. For interest accrued from the date(s) on which Plaintiff incurred the expenses;

179. For reasonable attorneys' fees and costs of suit under California Labor Code section 2802(c); and

180. For such other and further relief as the court may deem just and proper.

As to the Ninth Cause of Action

181. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code 17200, *et seq.* by misclassifying Plaintiff as an independent contractor and requiring him to: work without paying minimum wages and overtime; work through meal and rest periods and not paying premium pay; failing to timely pay wages; and shifting its costs of doing business to Plaintiff by failing to reimburse for necessary business expenses;

182. For restitution of unpaid wages to Plaintiff and all pre-judgment interest from the day such amounts were due and payable;

183. For reasonable attorneys' fees and costs of suit pursuant to California Code of Civil Procedure section 1021.5;

184. For an award of costs under Cal. Code Civ. Pro. § 1032; and

185. For such other relief as the Court may deem just and proper.

As to the Tenth Cause of Action

186. That the court declare, adjudge, and decree that Defendants violated California Labor Code section 1102.5;

187. For general and special damages;

- 1 188. For statutory damages;
- 2 189. For civil penalties under Labor Code § 1102.5(f);
- 3 190. For punitive damages under Cal. Civ. Code § 3294;
- 4 191. For an award of costs under Cal. Code Civ. Pro. § 1032;
- 5 192. For an award of reasonable attorneys' fees under Cal. Lab. Code §
- 6 1102.5(j);
- 7 193. For an award of pre-judgment and post-judgment interest for the
- 8 maximum amount allowed by law on all damages awarded under Cal Civ. Code §§ 3288
- 9 and Cal. Code Civ. Proc § 685.010; and
- 10 194. For any and all other relief the Court deems just and proper.

11 **As to the Eleventh Cause of Action**

- 12 195. That the Court declare, adjudge, and decree that Defendants breached
- 13 the contract to pay commissions to Plaintiff;
- 14 196. For an award of compensatory damages;
- 15 197. For pre-judgment interest on any unpaid compensation from the date
- 16 such amounts were due pursuant to California Labor Code section 218.6;
- 17 198. For reasonable attorneys fees and costs under California Labor Code
- 18 section 218.5; and
- 19 199. For an award of costs under Cal. Code Civ. Pro. § 1032.

20 **As to the Twelfth Cause of Action**

- 21 200. That the Court declare, adjudge, and decree that Defendants breached
- 22 the implied covenant of good faith and fair dealing;
- 23 201. For an award of compensatory damages;
- 24 202. For reasonable attorneys fees and costs under California Labor Code
- 25 section 218.5;
- 26 203. For pre-judgment interest on any unpaid compensation from the date
- 27 such amounts were due pursuant to California Labor Code section 218.6; and
- 28 204. For an award of costs under Cal. Code Civ. Pro. § 1032;

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As to the Thirteenth Cause of Action

205. For the imposition of civil penalties pursuant to California Labor Code §§ 2699(f), 558(a), 210(a), 1197.1(a), 225.5, 226.3, 226.8(b) or (c), 1174.5, 1102.5(f)(1), and all other penalties allowed by the California Labor Code and/or other applicable statutes;

206. For statutory attorneys' fees and costs pursuant to 2699(k)(1) of the California Labor Code; and

207. For such other relief as the court deems just and proper.

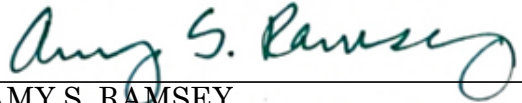
REQUEST FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues.

Dated: March 25, 2025

ADVANTAGE ADVOCATES, P.C.

By:



AMY S. RAMSEY
Attorney for Plaintiff
SERGIO MONTOYA

1 **PROOF OF SERVICE**

2 I, Amy S. Ramsey, hereby declare and state that:

3 I am over the age of eighteen years, employed in the County of Los Angeles,
4 California, and not a party to the within action. My business address is: 21 Miller Alley, Suite
56, Pasadena, CA 91103.

5 On March 25, 2025, I served copies of the following document described as:

6 **FIRST AMENDED COMPLAINT**

on the interested party in this action as follows:

7 Frank Hakim, Esq.
8 Frank@DGHLawyers.com
9 Davis Gavsie & Hakim, LLP
10 100 Wilshire Boulevard, Suite 700
Santa Monica, CA 90401

11 ☐ BY E-SERVICE: By transmitting via email, per CCP §1010.6

12 ☒ BY MAIL: I am readily familiar with our business practice for collecting, processing
13 and mailing correspondence and pleadings with the United States Postal Service. Such
14 correspondence and pleadings are deposited with the United States Postal Service on the
same day that they are placed for mailing in the ordinary course of business. I sealed each
envelope and, with postage thereon fully prepaid, placed it for mailing in accord with our
business' practice. (C.C.P § 1013(a) and (b))

15 ☐ BY UNITED PARCEL SERVICE: I caused such envelope(s) to be placed in the UPS
Express repository at , California, which provides for next business day delivery on the above
16 addresses by placing a true copy thereof enclosed in a sealed envelope addressed as per
above.

17 ☐ BY PERSONAL SERVICE: I caused such envelope to be delivered on the above
18 addresses by a process server employed by .

19 ☐ VIA FACSIMILE: I faxed said document, to the office(s) of the addressee(s) shown
above, and the transmission was reported as complete and without error.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed on March 25, 2025 at Pasadena, California.

22 
23 Amy S. Ramsey