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David W. Slayton,
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Attorneys for Plaintiff,
GREGORIO DAVID RESENDIZ VALLARTA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

GREGORIO DAVID RESENDIZ
VALLARTA, an individual, on his own
behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

ON TRAC – LOS ANGELES
DELIVERY CORPORATION, an entity
of unknown form; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 25STCV18884

CLASS ACTION COMPLAINT FOR:

- 1. WILLFUL MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR (Cal. Labor Code § 226.8; WAGE ORDER NO. 9);**
- 2. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198; IWC Wage Order No. 9);**
- 3. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 9);**
- 4. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9);**
- 5. FAILURE TO PROVIDE TIMELY OFF DUTY REST PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9)**
- 6. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 9);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code § 2802);**
- 8. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**

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**9. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.)**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

Gregorio David Resendiz Vallarta (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by On Trac – Los Angeles Delivery Corporation (“On Trac” or “Defendant”, along with DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of himself and others similarly situated to recover wages from Defendant due to Defendant’s systematic failure to pay overtime/double time wages, failure to pay minimum wages, failure to provide meal and rest breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure to reimburse business expenses and failure to allow inspection of employment records.

2. Plaintiffs have worked as employees for Defendant as Delivery Drivers and other non-exempt employees in California. While working, Plaintiffs have been forced to endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize profits and tightly control labor costs.

3. Plaintiff, like his co-workers whom Defendant also employed during the applicable limitations period, spend their workdays delivering parcels throughout California, under illegal and highly regimented circumstances. That regimen results from Defendant’s insistence to strictly monitor and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay overtime/double time, failing to pay minimum wages, refusing to provide meal periods, refusing to provide rest breaks, not paying the required extra hour for missed meal/rest breaks, failing to issue accurate wage statements, failing to reimburse

1 business expenses, failing to allow inspection of employment records, and by using other
2 unlawful stratagems to ensure that labor costs remain artificially low.

3 4. Plaintiff brings this class action to recover, among other things, wages and
4 penalties from unpaid wages earned and due, including but not limited to, premium
5 overtime/double time wages, minimum wages, interrupted/missed meal break wages, missed
6 rest break wages, penalties for failure to provide accurate itemized wage statements, damages
7 for failure to reimburse business expenses, damages for failure to allow inspection of
8 employment records and interest, attorneys' fees, costs, and expenses.

9 5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
10 himself and all members of the class, to compensate these workers for the unpaid wages and to
11 protect current and future workers of Defendant from being subjected to similar wage theft and
12 otherwise unlawful working conditions.

13 6. Plaintiff also brings an action seeking relief for Defendant's violations of
14 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
15 disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair
16 business practices, as well as injunctive relief.

17 7. Pursuant to the California Labor Code, on or about June 26, 2025, Plaintiff filed
18 a notice with the Labor and Workforce Development Agency (LWDA) of his intent to pursue
19 claims against Defendants under the Private Attorney General Act (PAGA). As such, Plaintiff
20 reserves the right to amend this Complaint. Plaintiff intends to amend this Complaint to add a
21 cause of action pursuant to PAGA under Labor Code §§2699 *et seq.*

22 JURISDICTION AND VENUE

23 8. This Court has jurisdiction over this Complaint under Code of Civil Procedure
24 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
25 *Professions Code* §§ 17200 *et seq.* Plaintiff Gregorio David Resendiz Vallarta brings this
26 Complaint on his own behalf and on behalf of all persons in the Class as defined in paragraph
27 17 below.

9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Los Angeles and because Defendant owned and operated their businesses in the County of Los Angeles.

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Long Beach, California;
- (b) Employed as an independent contractor for Defendant in Commerce, California;
- (c) Was willfully misclassified by Defendant as an independent contractor in violation of Wage Order No. 9;
- (d) Did not receive overtime/double time compensation required by *Labor Code* §§510 and 1194 and Wage Order No. 9;
- (e) Did not receive minimum wages due in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and Wage Order No. 9;
- (f) Did not receive the meal periods required by *Labor Code* §266.7 and Wage Order No. 9;
- (g) Did not receive the rest periods required by *Labor Code* §266.7 and Wage Order No. 9;
- (h) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (i) Was not reimbursed for his necessary business expenses; and
- (j) Was not provided his personnel records. Each of these was a violation of the *Labor Code*.

DEFENDANT

11. Plaintiff is informed and believes, and based on that information and belief, alleges, Defendant On Trac is, and at all times mentioned herein was:

- (a) An entity of unknown form, with a principal place of business at 5959 Randolph Street, Commerce, CA 90040. Defendant has been authorized to do business and has been doing business in the County of Los Angeles;
- (b) The current employer of Plaintiff and the current and former employer of the putative Class members;
- (c) Paid Plaintiff and all Class members on a per delivery basis;
- (d) Willfully misclassified Plaintiff and all Class members as independent contractors in violation of Wage Order No. 9;
- (e) Failed to pay Plaintiff and all putative Class members premium overtime/double time wages;
- (f) Failed to provide Plaintiff and all putative Class members with meal and rest periods;
- (g) Failed to provide Plaintiff and all putative Class Members with any itemized wage statements;
- (h) Failed to reimburse Plaintiff and all putative Class members' necessary business expenses; and
- (i) Failed to allow Plaintiff to inspect his employment records. Each of these was a violation of the *Labor Code*.

12. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

13. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which reside in or are authorized to do, or are otherwise doing, business in the State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and

1 conduct business in the County of Los Angeles. Each of the Defendants DOES 1 through 100
2 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
3 alter ego and/or representative of one or more of the other Defendants named herein, and acting
4 with permission, authorization, and/or ratification and consent of the other Defendants.

5 14. Plaintiff is informed and believes, and based on that information and belief
6 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
7 inclusive, are responsible in some manner for one or more of the events and happenings that
8 proximately caused the injuries and damages hereinafter alleged.

9 15. Plaintiff is informed and believes, and based on that information and belief
10 alleges, that Defendants named in this Complaint, including DOES 1 through 100, inclusive,
11 are, and at all times mentioned herein were, the agents, servants, and/or employees of each of
12 the other Defendants and that each Defendant was acting within the course and scope of his,
13 hers or its authority as the agent, servant and/or employee of each of the other Defendants.
14 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the
15 Class, for the damages sustained as a proximate result of their conduct.

16 16. Plaintiff is informed and believes, and based on that information and belief
17 alleges, that the Defendants named in this Complaint, including DOES 1 through 100,
18 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
19 themselves and entered into a combination and systemized campaign of activity to *inter alia*
20 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
21 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
22 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
23 conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and
24 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
25 the actions of one Defendant was accomplished in concert with, and with the knowledge,
26 ratification, authorization and approval of each of the other Defendants.

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CLASS ALLEGATIONS

A. The Definition of the Class

17. The Class (“the Class”) is defined as follows:

(a) “All current and former employees who were misclassified independent contractors of Defendant and worked for Defendant in California at any time during the period commencing on the date that is four (4) years prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

(b) “All persons who were misclassified independent contractors of Defendant and worked for Defendants in California and left the employ of Defendant at any time during the period commencing on the date that is within one (1) year prior to the filing of this Complaint and continuing through the present date (the “Class Period”).”

18. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

B. Maintenance of the Action

19. Plaintiff brings this action individually and on behalf of himself and as representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and 17204 and *Code of Civil Procedure* § 382.

C. The Class Requisites

20. At all material times, Plaintiff was a member of the Class.

21. The Class action meets the statutory prerequisites for maintaining a class action under Code of Civil Procedure § 382 in that:

(a) The persons who comprise the Class are so numerous that the joinder of all those persons is impracticable and the disposition of their claims as a Class will benefit the parties and the Court;

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
2 that are raised in this Complaint are common to the Class and will apply
3 uniformly to every Class member;
- 4 (c) The claims of the representative Plaintiff are typical of the claims of each
5 Class member. Plaintiff, like all Class members, has sustained damages
6 arising from Defendants' violations of the laws of the State of California.
7 Plaintiff, and the Class members, were and are similarly or identically
8 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
9 pattern of misconduct engaged in by the Defendants;
- 10 (d) The representative Plaintiff has, and will continue to, fairly and adequately
11 represent and protect the interests of the Class and has retained counsel
12 who are competent and experienced in class action litigation. There are no
13 material conflicts between the claims of the representative Plaintiff and the
14 Class members that would make class certification inappropriate. Counsel
15 for the Class will vigorously assert the claims of all Class members.

16 22. The persons who comprise the Class are so numerous that joining all of them is
17 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.
18 Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff
19 will fairly and adequately protect the interests of the Class he seeks to represent. Plaintiff does
20 not have any interests that are antagonistic to the Class he seeks to represent. Counsel for
21 Plaintiff are experienced, qualified and generally able to conduct complex class action
22 litigation.

23 23. The Court should permit the action to be maintained as a class action under
24 *Code of Civil Procedure* § 382 because:

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members:
- 27 (b) A class action is superior to any other available method for fairly and
28 efficiently adjudicating the claims of the Class;

- 1 (c) The Class members are so numerous that it is impractical to bring all of
2 them before the Court;
- 3 (d) Plaintiff and other Class members will not be able to obtain effective and
4 economic legal redress unless the action is maintained as a class action;
- 5 (e) There is a community of interest in obtaining appropriate legal and
6 equitable relief for the statutory violations, and in obtaining adequate
7 compensation for the damages and injuries for which Defendant is
8 responsible in an amount sufficient to adequately compensate the Class
9 members;
- 10 (f) Without Class certification, the prosecution of separate actions by
11 individual Class members would create a risk of:
- 12 i. Inconsistent or varying adjudications for individual Class members
13 that would establish incompatible standards of conduct for
14 Defendant; and/or,
- 15 ii. Adjudication for individual Class members that would, as a
16 practical matter, dispose of other non-party members' interests, or
17 that would substantially impair or impede the non-parties' ability
18 to protect their interests, by, for example, potentially exhausting
19 the funds available from Defendants, and
- 20 (g) Defendant has acted or refused to act on grounds generally applicable to
21 the Classes, making final injunctive relief appropriate for the Class, as a
22 whole.

23 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
24 that would set forth the subject and nature of the action. The Defendant's own business records
25 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
26 any further notices may be required, Plaintiff would contemplate using additional media and/or
27 mailing.
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GENERAL ALLEGATIONS

25. At all times material hereto, Defendant On Trac, has been and is, a delivery company.

26. Plaintiff and members of the Class were employed as Delivery Drivers by Defendants in California at various times during the Class Period.

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THE CONDUCT

27. Plaintiff seeks relief from Defendant's uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

28. Starting on or about June 2, 2014 and continuing to the present, Defendant employed Plaintiff on a per delivery basis as a Delivery Driver in California.

29. While employed by Defendant as a Delivery Driver, Plaintiff was initially paid approximately \$2.00 per delivery and is currently paid \$1.60 per delivery.

30. The employment by Defendant of the Class Members, and each them, is governed by Industrial Welfare Commission Wage Order No. 9, which covers those persons employed in the transportation industry.

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MISSCLASSIFICATION AS AN INDEPENDENT CONTRACTOR

31. Plaintiff and Class members were misclassified as independent contractors. They were not provided any paystubs.

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FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES

32. Under California law, non-exempt employees as defined by Wage Order No. 9, are entitled to premium wages for overtime worked. Under California law, an hourly paid employee is entitled to overtime pay when they exceed eight hours of work in a single day, exceed 40 hours of work in a week or work seven days in a row. Defendant was required to compensate Plaintiff with premium pay for all double-time performed, for hours worked in excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh day of a workweek.

33. During the period, it was the practice and policy of Defendant to not properly pay employees' overtime/double time because Plaintiff and other putative Class members were

1 willfully misclassified as independent contractors. Monies for unpaid overtime/double time
2 remain due and owing. As a result, Plaintiff and Class members were not paid for all of the
3 overtime/double time hours they worked.

4 **FAILURE TO PAY MINIMUM WAGES**

5 34. Under California law, non-exempt employees as defined by IWC Wage Order
6 No. 9 are entitled to minimum wages. Labor Code Section 1197 states the California
7 requirement that employees must be paid at least the minimum wage fixed by the Commission
8 or by any applicable state or local law, and any payment of less than the minimum wage is
9 unlawful. Similarly, Labor Code Section 1194 entitles “any employee receiving less than the
10 legal minimum wage...is entitled to recover in a civil action the unpaid balance of the full
11 amount of this minimum wage.” The applicable IWC Wage Order(s), including IWC Wage
12 Order No. 9-2001, obligates employers to pay each employee minimum wages for all hours
13 worked.

14 35. These minimum wage standards apply to each hour employees worked or were
15 subject to control by the employer for which they were not paid. Therefore, an employer’s
16 failure to pay for any particular hour of time worked by an employee or subject to the
17 employer’s control is unlawful, even if averaging an employee’s total pay over all hours
18 worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v.*
19 *Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

20 36. Plaintiff and the Class were not paid minimum wages due to non-compliant
21 meal/rest breaks.

22 37. At all times during the relevant time period, Plaintiff and the Class routinely
23 worked schedules such that they were due pay at minimum wage rates. During this period, it
24 was the practice and policy of Defendant to not pay employees’ minimum wages. Monies for
25 unpaid minimum wages remain due and owing.

26 **MEAL BREAKS NOT AFFORDED**

27 38. Under California law, non-exempt employees as defined by Wage Order No. 9,
28 are entitled to premium wages for overtime worked, a 30-minute lunch period for each 5 hours

1 worked, a 10-minute paid rest break for every four hours worked, or major fraction thereof.
2 Non-exempt employees are entitled to one hour pay at their regular pay rate for each day the
3 requisite rest and/or meal periods are not provided.
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5 39. Plaintiff and Class Members' meal breaks were routinely not afforded.

6 40. Defendant's policies and procedures were applied to all non-exempt employees
7 in California and resulted in non-exempt employees working time which was not compensated
8 by any wages in violation of Labor Code sections 510, 1194 and IWC Wage Order No. 9.

9 41. Defendant's policies and procedures were applied to all non-exempt employees
10 in California and resulted in non-exempt employees working time which was not compensated
11 by any wages in violation of Labor Code sections 510, 1194 and IWC Wage Order No. 9. As a
12 result, Defendant owes wages at the legal overtime rate for unpaid overtime to each of their
13 California non-exempt employees whose daily hours were automatically reduced even though
14 they did not take meals periods.

15 **REST BREAKS NOT AFFORDED**

16 42. Plaintiff and Class members were not afforded rest breaks.

17 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

18 43. Since Defendant failed to issue any wage statements to the employees,
19 Defendant did not comply with Labor Code §226 and California Industrial Welfare
20 Commission ("IWC") Wage Order No. 9.

21 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

22 44. Defendants violated Labor Code section 2802 by failing to reimburse Plaintiff
23 and Class members for their necessary business expenses, such as cell phone and personal
24 vehicle use. Defendant required Plaintiff and Class members to use their personal cell phones
25 and vehicles for work-related activities and they were not reimbursed therefor.

26 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

27 45. Defendant failed to allow Plaintiff and Class members to timely inspect their
28 records and payroll files.

1 **FIRST CAUSE OF ACTION**

2 **WILLFUL MISCLASSIFICATION AS AN INDEPENDENT CONTRACTOR**

3 (Cal. Labor Code § 226.8; Wage Order No. 9 By Plaintiffs Against Defendant and Does 1-
4 100)

5 46. Plaintiff and the Class reallege and incorporate by reference all of the allegations
6 set forth in this Complaint.

7 47. Defendant misclassified Plaintiff and Class members as independent contractors
8 rather than as employees in violation of IWC Wage Order No. 9, for their own financial
9 benefit.

10 48. IWC Wage Order No. 9, Section 2 defines “employ” as meaning to engage,
11 suffer, or permit to work.

12 49. Labor Code § 2750.5 provides in pertinent part: “Proof of independent
13 contractor status includes satisfactory proof of these factors:

14 a. That the individual has the right to control and discretion as to the manner of
15 performance of the contract for services in that the result of the work and not the means
16 by which it is accomplished is the primary factor bargained for;

17 b. That the individual is customarily engaged in an independently established business;
18 and

19 c. That the individual's independent contractor status is bona fide and not a subterfuge
20 to avoid employee status. A bona fide independent contractor status is further evidenced
21 by the presence of cumulative factors such as substantial investment other than personal
22 services in the business, holding out to be in business for oneself, bargaining for a
23 contract to complete a specific project for compensation by project rather than by time,
24 control over the time and place the work is performed, supplying the tools and
25 instrumentalities normally and customarily provided by employees, hiring employees,
26 performing work that is not ordinarily in the course of the principal's work performing
27 work that requires ‘a particular skill holding a license pursuant to the Business and
28 Professions Code, the intent by the parties that the work relationship is of an

1 independent contractor status, or that the relationship is not severable or terminable at
2 will by the principal but gives rise to an action for the breach of contract.”

3 50. California Labor Code section 558 provides in pertinent part:

4 (a) Any employer or other person acting on behalf of an employer who
5 violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the
7 Industrial Welfare Commission shall be subject to a civil penalty as
8 follows:

9 (1) For any initial violation, fifty dollars (\$50) for each underpaid
10 employee for each pay period for which the employee was underpaid in
11 addition to an amount sufficient to recover underpaid wages.

12 (2) For each subsequent violation, one hundred dollars (\$100) for each
13 underpaid employee for each pay period for which the employee was
14 underpaid in addition to an amount sufficient to recover underpaid
15 wages.

16 (3) Wages recovered pursuant to this section shall be paid to the affected
17 employee...

18 (c) The civil penalties provided for in this section are in addition to any
19 other civil or criminal penalty provided by law.

20 51. Defendant, as a matter of company policy and procedure, willfully misclassified
21 Plaintiff and Class members as “independent contractors” to avoid the payment of wages and
22 other benefits in violation of the Labor Code and IWC Wage Order No. 9 and acted as if they
23 had the right to and, in fact, did control the work performed by, and/or the manner and/or
24 means in which the work was performed by Plaintiff and Class members.

25 52. Additionally, Plaintiff and Class members performed work as Delivery Drivers
26 that was within the usual course of Defendant’s business.

27 53. Under Labor Code § 226.8, it is unlawful for any person or employer to engage
28 in the “willful misclassification” of an individual as an independent contractor. “Willful
misclassification” is defined as “avoiding employee status for an individual by voluntarily and
knowingly misclassifying that individual as an independent contractor.” Labor Code
§226.8(i)(4).

54. Defendant's practice was unlawful and entitles Plaintiff and Class members to recover in a civil action a civil penalty between \$5,000 and \$25,000 in accordance with Labor Code § 226.8(b)-(c), as well as the appropriate withholding of federal, state, and local income taxes based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Re. §§ 31.3402(g)-1(a)(2) as amended or supplemented, and any corresponding state or local law, and the Plaintiff and Class members' share of FICA, Medicare, and state and local employment taxes that were improperly not paid by Defendant as a result of the unlawful "independent contractor" classification.

55. Additionally, employers who violate the new law are required to post a “prominent” notice on their public website, or in an area accessible to all employees and the general public, stating, among other things, that they have “committed a serious violation of the law” by willfully misclassifying employees, and directing any other employees who feel they have been misclassified to contact the Labor and Workforce Development Agency, pursuant to Labor Code § 226.8(e).

56. For Defendant's violation of Labor Code § 226.8, Plaintiff and Class members seek civil penalties, interest, attorneys' fees and costs, according to proof, and other remedies available pursuant to Labor Code § 226.8.

57. Lastly, under Labor Code § 2753, paid advisors (excluding attorneys and employees of the company) who “knowingly advise” employers to misclassify workers are jointly and severally liable for any penalties imposed on the employer as a result of the misclassification.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME/DOUBLE TIME

**(Labor Code §§510, 511, 558, 1194, 1194.3, 1198 and Wage Order No. 9 By Plaintiffs
Against Defendant and Does 1-100)**

58. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

1 59. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.
2 Code §§510, 1194, and 1198, and IWC Wage Order No. 9, Defendant was required to
3 compensate Plaintiff and Class members with premium pay for all overtime work performed,
4 for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
5 the first eight (8) hours on the seventh (7th) consecutive day of any work week. Defendant was
6 required to compensate Plaintiff and Class members with premium pay for all double-time
7 performed, for hours worked in excess of twelve (12) hours per workday and for work in
8 excess of eight hours on any seventh day of a workweek.

9 60. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
10 who had not been paid overtime/double time compensation could recover the unpaid balance of
11 the full amount of overtime/double time wages due, including interest thereon, together with
12 reasonable attorneys' fees and costs of suit.

13 61. Pursuant to IWC Wage Order No. 9, § 3, "Employment beyond eight (8) hours
14 in any workday is permissible provided the employee is compensated for such overtime at not
15 less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
16 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday... "

17 62. California Labor Code section 558 provides in pertinent part:

18 (a) Any employer or other person acting on behalf of an employer who
19 violates, or causes to be violated, a section of this chapter or any
20 provision regulating hours and days of work in any order of the
21 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

24 (2) For each subsequent violation, one hundred dollars (\$100) for each
25 underpaid employee for each pay period for which the employee was
26 underpaid in addition to an amount sufficient to recover underpaid
wages.

27 (3) Wages recovered pursuant to this section shall be paid to the affected
28 employee...

1 (c) The civil penalties provided for in this section are in addition to any
2 other civil or criminal penalty provided by law.

3 63. Throughout Plaintiff's and Class members' employment, Plaintiff and Class
4 members worked overtime/double time hours and were not fully paid overtime/double time
5 pay.

6 64. The foregoing overtime/double time compensation is owed and unpaid. As a
7 direct and proximate result of Defendant's failure and refusal to pay overtime/double time,
8 Plaintiff and Class members suffered damages in an amount to be proven at trial.

9 65. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
10 counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover
11 Plaintiff's attorneys' fees, costs and interest.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PAY MINIMUM WAGES**

14 **(IWC Wage Order No. 9; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs**
15 **Against Defendant and Does 1 through 100)**

16 66. Plaintiff and the Class reallege and incorporate by reference all of the allegations
17 set forth in this Complaint.

18 67. Labor Code §§ 1194(a) states: "Notwithstanding any agreement to work for a
19 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
20 compensation applicable to the employee is entitled to recover in a civil action the unpaid
21 balance of the full amount of this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney's fees, and costs of suit."

23 68. *Labor Code* § 1197 states the California requirement that employees must be
24 paid at least the minimum wage fixed by the Commission, and any payment of less than the
25 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving
26 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
27 the full amount of this minimum wage." IWC Wage Order 9-2001 also obligates employers to
28 pay each employee minimum wages for all hours worked. These minimum wage standards

1 apply to each hour employees worked for which they were not paid. Therefore, an employer's
2 failure to pay for any particular hour of time worked by an employee is unlawful, even if
3 averaging an employee's total pay over all hours worked, paid or not, results in an average
4 hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324
5 (2005).

6 69. Pursuant to Wage Order No. 9, Defendant is required to pay the members of the
7 Class for all hours worked, meaning the time during which an employee is subject to the
8 control of an employer, including all the time the employee is suffered or permitted to work,
9 whether or not required to do so.

10 70. Furthermore, pursuant to *Labor Code* § 1198, "[t]he maximum hours of work
11 and the standard conditions of labor fixed by the commission shall be the maximum hours of
12 work and the standard conditions of labor for employees. The employment of any employee for
13 longer hours than those fixed by the order or under conditions of labor prohibited by the order
14 is unlawful."

15 71. California Labor Code section 558 provides in pertinent part:

16
17 (a) Any employer or other person acting on behalf of an employer who
18 violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the
20 Industrial Welfare Commission shall be subject to a civil penalty as
21 follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid in
24 addition to an amount sufficient to recover underpaid wages.

25 (2) For each subsequent violation, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee was
27 underpaid in addition to an amount sufficient to recover underpaid
28 wages.

(3) Wages recovered pursuant to this section shall be paid to the affected
employee...

1 (c) The civil penalties provided for in this section are in addition to any
2 other civil or criminal penalty provided by law.

3 72. Defendant failed to satisfy minimum wage requirements because they did not
4 provide any meal/rest breaks to Plaintiff and the Class.

5 73. Defendant's pattern, practice and uniform administration of corporate policy
6 regarding illegal employee compensation as described herein is unlawful and creates an
7 entitlement, pursuant to Labor Code § 218, to recovery by Plaintiff and the members of the
8 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
9 the appropriate rate.

10 74. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
11 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
12 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid
13 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
14 the time associated with the overtime for which they received no compensation. *See Sillah v.*
15 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
16 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
17 showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*,
18 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

19 75. Plaintiff and the other Class members suffered and continue to suffer losses
20 related to the use and enjoyment of compensation due and owing to them as a direct result of
21 Defendant's unlawful acts and Labor Code violations in an amount to be shown according to
22 proof at trial and within the jurisdictional limitations of this Court.

23 76. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
24 Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them,
25 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to
26 proof.

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1 **FOURTH CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS**

3 **(IWC Wage Order No. 9; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and**
4 **Does 1 through 100)**

5 77. Plaintiff and the Class reallege and incorporate by reference all of the allegations
6 set forth in this Complaint.

7 78. California Labor Code §226.7(a) prohibits an employer from requiring an
8 employee to work during any meal period mandated by an applicable Industrial Wage Order.
9 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
10 employee to work during a meal or rest break or recovery period mandated pursuant to an
11 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
12 Commission..."

13 79. California Labor Code §1198 makes unlawful the employment of an employee
14 under conditions the IWC prohibits.

15 80. IWC Order No. 9-2001(11)(A) provides, in relevant part: "No employer shall
16 employ any person for a work period of more than five (5) hours without a meal period of not
17 less than 30-minutes, except that when a work period of not more than six (6) hours will
18 complete the day's work the meal period may be waived by mutual consent of the employer and
19 the employee."

20 81. IWC Order No. 9-2001 (11)(c) further provides, in relevant part: "Unless the
21 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
22 considered an 'on duty' meal period and counted as time worked."

23 82. Section 512(a) of the California Labor Code provides, in relevant part, that:

24 An employer may not employ an employee for a work period of more than five
25 hours per day without providing the employee with a meal period of not less
26 than 30-minutes, except that if the total work period per day of the employee is
27 no more than six hours, the meal period may be waived by mutual consent of
28 both the employer and employee. An employer may not employ an employee
for a work period of more than 10 hours per day without providing the
employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 12 hours, the second meal period may

1 be waived by mutual consent of the employer and the employee only if the first
2 meal period was not waived.

3 83. The Labor Code and Wage Order provisions cited above require California
4 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
5 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
6 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
7 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
8 the fifth hour of their shifts.

9 84. California Labor Code section 558 provides in pertinent part:

10 (a) Any employer or other person acting on behalf of an employer who
11 violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the
13 Industrial Welfare Commission shall be subject to a civil penalty as
14 follows:

15 (1) For any initial violation, fifty dollars (\$50) for each underpaid
16 employee for each pay period for which the employee was underpaid in
17 addition to an amount sufficient to recover underpaid wages.

18 (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid
21 wages.

22 (3) Wages recovered pursuant to this section shall be paid to the affected
23 employee...

24 (c) The civil penalties provided for in this section are in addition to any
25 other civil or criminal penalty provided by law.

26 85. Plaintiff and the members of the Class's meal periods were routinely not
27 afforded.

28 86. Under California law, employers must also record their employees' meal
periods: "Every employer shall keep accurate information with respect to each employee,
including the following: ... Meal periods ... shall also be recorded. Meal periods during which
operations cease ... need not be recorded." IWC Order No. 9, § (7)(A)(3). Where the employer

1 has failed to keep records required by statute, the consequences of such failure should fall on
2 the employer, not the employee. In such a situation, imprecise evidence by the employee can
3 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
4 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
5 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
6 known its employees were regularly missing meal periods during the Class Period.

7 87. Further, Defendant has a policy or practice of failing to ensure that Plaintiff and
8 members of the class take the meal periods required by California Labor Code §226.7 and IWC
9 Wage Order No. 9-2001 §11.

10 88. By their actions in not affording Plaintiff and Class members meal periods ,
11 Defendant violated Cal. Lab. Code §226.7(b) and section 11 of Wage Order No. 9 in the
12 amount of one additional hour of pay at the employee's regular rate of compensation for each
13 work period during each day in which Defendant failed to provide employees with statutory
14 off-duty meal periods.

15 89. Defendant also has a policy or practice of failing to pay each of their employees
16 who was not provided with a meal period as required an additional one hour of compensation at
17 each employee's regular rate of pay.

18 90. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to
19 bring a private right of action to recover wages due based on the deprivation of timely meal
20 periods under Cal. Labor Code § 226.7(b).

21 91. As a direct and proximate result of Defendant's unlawful conduct as alleged
22 herein, Plaintiff and members of the Class have sustained economic damages, including but not
23 limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled
24 to recover economic and statutory damages, attorneys' fees and penalties and other appropriate
25 relief due to Defendant's violations of the California Labor Code and IWC Wage Order No. 9.

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REST PERIODS

**(Labor Code § 226.7 and IWC Wage Order No. 9 By Plaintiffs Against Defendant and
Does 1 through 100)**

92. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this Complaint.

93. Labor Code § 226.7 and IWC Wage Order No. 9 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

94. Labor Code § 226.7 and IWC Wage Order No. 9 provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

95. California Labor Code section 558 provides in pertinent part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

1 96. Defendant has intentionally and improperly denied any rest periods to Plaintiff
2 and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 9.

3 97. At all times relevant hereto, Plaintiff and members of the Class have worked 6
4 or more hours daily.

5 98. At all times relevant hereto, Defendant failed to provide rest periods as required
6 by Labor Code § 226.7 and IWC Wage Order No. 9.

7 99. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and
8 the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts
9 which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional
10 limits of the Court and which will be ascertained according to proof at trial.

11 **SIXTH CAUSE OF ACTION**

12 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

13 **ITEMIZED STATEMENTS**

14 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

15 100. Plaintiff and the Class reallege and incorporate by reference all of the allegations
16 set forth in this Complaint.

17 101. Pursuant to IWC Wage Order No. 9, Defendant was the employer of Plaintiff
18 and the Class.

19 102. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 9-
20 2001 section 7, Defendant is required to maintain and provide accurate records relating to
21 employee compensation including all formulas and production records used to calculate wages
22 due.

23 103. Defendant is further required to provide, *inter alia*, semimonthly or at the time
24 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
25 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
26 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
27 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

1 104. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
2 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
3 not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods
4 in which the employer knowingly and intentionally failed to provide accurate itemized
5 statements to the employee causing the employee to suffer injury.

6 105. Notwithstanding these provisions. Defendant has engaged in a uniform practice
7 of refusing to maintain and provide the accurate records and wage statements required by
8 California law.

9 106. Throughout the Class Period, Defendant intentionally and knowingly failed to
10 provide Plaintiff and other members of the Class with any weekly itemized wage statements.

11 107. As a result, Plaintiff and members of the Class have been injured by having been
12 deprived of the true facts pertaining to their compensation and employment.

13 108. Plaintiff and members of the Class were damaged by these failures because,
14 among other things, the failures led them to believe that they were not entitled to
15 overtime/double time compensation, minimum wages, pay for meal and rest periods not
16 provided, even though they were so entitled and these failures hindered them from determining
17 the amounts of wages owed to them.

18 109. Plaintiff and members of the Class are entitled to the amounts provided in Labor
19 Code §226(e), plus attorneys' fees and costs.

20 110. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
21 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
22 provided by law for Defendant's improper conduct.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

25 **(Cal. Lab. Code §2802, By Plaintiffs Against Defendant and Does 1 through 100)**

26 111. Plaintiff and the Class reallege and incorporate by reference all of the allegations
27 set forth in this Complaint.
28

1 112. Labor Code §2802 requires employers to indemnify employees for all necessary
2 expenditures incurred by employees in the discharge of their duties.

3 113. At all times relevant herein, Defendant was aware that Plaintiff and Class
4 members were using their cell phones and using their personal vehicles for business, but failed
5 to indemnify Plaintiff and Class members for all their business-related expenses, including
6 wear and tear expenses, in accordance with Labor Code §2802. Plaintiff is informed and
7 believes and thereon alleges that at all relevant times, Defendant maintained a practice of not
8 reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in
9 using their cell phones and vehicles for work-related purposes.

10 114. As a result of Defendant's conduct, Plaintiff and Class members suffered
11 damages in an amount, subject to proof, to the extent they were not reimbursed for all of their
12 business-related expenses incurred in the discharge of their duties.

13 115. Pursuant to Labor Code §2802, Plaintiff and Class members are entitled to
14 recover the full amount of their unreimbursed business expenses, reasonable attorneys' fees and
15 costs of suit.

16 **EIGHTH CAUSE OF ACTION**

17 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

18 ***(Labor Code §1198.5 By Plaintiffs Against Defendant and Does 1 through 100)***

19 116. Plaintiff and the Class reallege and incorporate by reference all of the allegations
20 set forth in this Complaint.

21 117. California Labor Code Section 1198.5 provides:

- 22
- 23 (a) Every current and former employee, or his or her representative, has the
24 right to inspect and receive a copy of the personnel records that the
25 employer maintains relating to the employee's performance or to any
26 grievance concerning the employee.
- 27 (b) The employer shall make the contents of those personnel records available
28 for inspection to the current or former employee, or his or her
representative, at reasonable intervals and at reasonable times, but not later
than 30 calendar days from the date the employer receives a written request,
unless the current or former employee, or his or her representative, and the

1 employer agree in writing to a date beyond 30 calendar days to inspect the
2 records, and the agreed-upon date does not exceed 35 calendar days from
3 the employer's receipt of the written request to inspect the records. Upon a
4 written request from a current or former employee, or his or her
5 representative, the employer shall also provide a copy of the personnel
6 records,..... later than 30 calendar days from the date the employer receives
7 the request...

8 (k) If an employer fails to permit a current or former employee, or his or her
9 representative, to inspect or copy personnel records within the times specified I
10 this section... the current or former employee may recover a penalty of seven
11 hundred fifty dollars (\$750) from the employer.

12 (1) A current or former employee may also bring an action for injunctive relief
13 to obtain compliance with this section, and may recover costs and reasonable
14 attorney's fees in such an action.

15 118. Additionally, pursuant to Wage Order No. 9, at section 7 re: Records, employers
16 are required to keep accurate payroll records on each employee, and such records must be
17 made readily available for inspection by the employee upon reasonable request. The employer
18 must also maintain accurate production records.

19 119. On or about June 26, 2025, Plaintiff's counsel issued a written request to
20 Defendants for copies of his personnel records.

21 120. Under California Labor Code Sections 226, 432 and 1198.5, such records were
22 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
23 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
24 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
25 records.

26 121. As a direct result and consequence of Defendant's failure and refusal to permit
27 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
28 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
penalty of \$750 based upon Defendant's violation of §1198.

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1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1**
4 **through 100)**

5 122. Plaintiff and the Class reallege and incorporate by reference all of the allegations
6 set forth in this Complaint.

7 123. Pursuant to IWC Wage Order No. 9, Defendant is the employer of Plaintiff and
8 the Class. Defendant is also a "person" as that term is defined in Business & Professions Code
9 §17021.

10 124. The Business & Professions Code defines unfair competition as any unlawful,
11 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
12 described herein, Defendants have engaged in unfair and unlawful practices by (1) willfully
13 misclassifying Plaintiff and Class members as independent contractors; (2) failing to pay
14 Plaintiff and the Class overtime/double time compensation; (3) failing to pay minimum wages;
15 (4) failing to pay Plaintiff and the Class for meal periods not provided, (5) failing to pay
16 Plaintiff and the Class for rest periods not provided, (6) failing to furnish Plaintiff and the Class
17 with any accurate itemized wage statements, as mandated by the applicable Labor Code and
18 Industrial Welfare Commission requirements, (7) failing to reimburse Plaintiff and Class
19 members for their necessary business expenses, and (8) failing to provide personnel records, all
20 in violation of Business & Professions Code §§ 17200 *et seq.*

21 125. By and through the unfair and unlawful business practices described herein,
22 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
23 and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of
24 Plaintiff and the Class.

25 126. All the acts described herein are violations of, among other things, the Labor
26 Code and Industrial Commission Wage Order No. 9, are unlawful and in violation of public
27 policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby
28

1 constitute unfair and unlawful business practices in violation of Business & Professions Code
2 §§ 17200 *et seq.*

3 127. Plaintiff and the Class are entitled to, and do, seek such relief as may be
4 necessary to restore to them the money and property which Defendant has acquired, or of
5 which Plaintiff and the Class have been deprived by means of the above-described unfair and
6 unlawful business practices.

7 128. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
8 above-described business practices are unfair and unlawful and that injunctive relief should be
9 issued restraining Defendant from engaging in any of the above described unfair and unlawful
10 business practices in the future.

11 129. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
12 redress the injuries which they have suffered as a consequence of the unfair and unlawful
13 business practices of Defendant. As a result of the unfair and unlawful business practices
14 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
15 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful
16 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
17 Plaintiff and the Class.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
20 and against Defendant as follows:

21 1. For compensatory damages in the amount of unpaid overtime/double time due to
22 Plaintiff and Class members, according to proof;

23 2. For compensatory damages in the amount minimum wages due to Plaintiff and
24 Class members, according to proof;

25 3. For payment of unpaid wages in accordance with California labor and
26 employment law;

27 4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and
28 Class Members for each workday that a meal and/or rest period was not provided;

- 1 5. For an award of consequential damages in Plaintiff and Class members' favor
2 and against Defendant, in an amount to be proven at trial;
- 3 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
- 4 7. For specific relief enforcing waiting time penalties of 30 days of per diem wages
5 pursuant to *Cal. Bus. & Prof. Code* §17200, according to proof;
- 6 8. For compensatory damages in the amount of Plaintiff and Class members' cell
7 phone and vehicle use for business purposes, costs and attorneys' fees pursuant to *Cal. Code*
8 *Civ. Proc.* §2802(c);
- 9 9. For prejudgment interest accrued on all due and unpaid overtime/double time
10 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
11 *Code* §§218.6 and 1194(a), according to proof;
- 12 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 226.8, 1198.5,
13 according to proof;
- 14 11. For civil penalties pursuant to *Cal. Labor Code* §1198 and Wage Order No. 9-
15 2001(14);
- 16 12. For reasonable costs, including attorneys' fees, in an amount according to proof
17 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 226.8, 2802 and/or *Cal.*
18 *Code of Civ. Proc.* §1021.5;
- 19 13. For an award of restitution of wages to Plaintiff and Class members in an
20 amount equal to the amount of wages owed and unpaid, according to proof;
- 21 14. For injunctive relief requiring Defendant to comply with Labor Code
22 1198.5(b)(1);
- 23 15. For injunctive relief ordering the continuing unfair business acts and practices to
24 cease, as the Court deems just and proper;
- 25 16. For other injunctive relief ordering Defendant to notify Plaintiff and Class
26 members that they have not been paid the proper amounts in accordance with California law;
- 27 17. For punitive and exemplary damages in a sum to be determined at trial; and
- 28 18. For such other and further relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff Gregorio David Resendiz Vallarta hereby respectfully requests a trial by jury
for all claims and issues raised in his Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: June 26, 2025

By: 

Kevin A. Lipeles
Attorneys for Plaintiff
Gregorio Resendiz Vallarta