

John M. Begakis, Esq. (SBN 278681)
john@altviewlawgroup.com
Veronica H. Hartling Esq. (SBN 357390)
veronica@altviewlawgroup.com
ALTVIEW LAW GROUP, LLP
9454 Wilshire Boulevard, Suite 825
Beverly Hills, California 90212
Tel: (310) 230-5580
Fax: (562) 275-8954

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/17/2025 12:55 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By C. Cervantes, Deputy Clerk

Attorneys for Plaintiff JOHN SERRANO, an individual;

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

JOHN SERRANO, an individual;

Plaintiff,

v.

CONTEMPORARY SERVICES
CORPORATION, INC. a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **25STCV33470**

UNLIMITED CIVIL CASE (DEMAND
EXCEEDS \$35,000)

COMPLAINT:

- 1. FAILURE TO PAY WAGES (CAL. LAB. CODE §§ 201, 1182.12, 1194, 1194.2);**
 - 2. FAILURE TO PAY OVERTIME WAGES (CAL. LAB. CODE §§ 510, 1194);**
 - 3. FAILURE TO PROVIDE MEAL PERIODS AND REST BREAKS (CAL. LAB. CODE §§ 226.7, 512)**
 - 4. FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS (CAL. LAB. CODE §§ 226, ET SEQ.)**
 - 5. WAITING TIME PENALTIES (CAL. LAB. CODE §§ 201-203)**
 - 6. FAILURE TO ESTABLISH AND ENFORCE WORKPLACE VIOLENCE PLAN (CAL. LAB. CODE §§ 6401.9)**
 - 7. RETALIATION (CAL. LAB. CODE § 98.6)**
 - 8. PRIVATE ATTORNEY GENERAL ACT (CAL. LAB. CODE §§ 2698, ET SEQ.)**
 - 9. UNFAIR COMPETITION (CAL. BUS & PROF. CODE §§ 17200, ET SEQ.)**
 - 10. WRONGFUL TERMINATION**
 - 11. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
 - 12. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
 - 13. FAILURE TO PERMIT INSPECTION OF RECORDS**
- [JURY TRIAL DEMANDED]**

COMES NOW, plaintiff JOHN SERRANO, an individual, hereby submits the following
unverified complaint (the "Complaint"):

THE PARTIES

1. Plaintiff JOHN SERRANO, an individual ("Plaintiff") is, and at all times herein mentioned was, an individual residing in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes and, on the basis of such information and belief, herein alleges that defendant CONTEMPORARY SERVICES CORPORATION, INC. a California corporation ("CSC") is, and at all times herein mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of California, with its principal place of business located at 369 Van Ness Way, Suite 702, Torrance, CA 90501.

3. The true names and capacities of DOES 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff at this time, who therefore sues said defendants by such fictitious names, and when the true names, capacities, and relationships of such defendants are ascertained, Plaintiff will seek leave of this Court to amend this Complaint to insert the same.

4. Plaintiff is informed and believes and, on the basis of such information and belief, herein alleges that each defendant named in the Complaint was, at all times herein mentioned, and now is, the agent and employee of each of the other defendants herein, and was at all times acting within the course and scope of said agency and employment. When referring to "Defendants" herein, Plaintiff intends to include Defendant CSC, and all other defendants.

JURISDICTION AND VENUE

5. Pursuant to California Code of Civil Procedure ("CCP") § 410.10, this Court has jurisdiction over Defendants because each Defendant is a person or business entity that is a resident or business entity that is established, incorporated, and/or has sufficient minimum contacts with the State of California so far as to render exercise of jurisdiction over Defendants consistent with traditional notions of fair play and substantial justice. Further, damages exceed the jurisdictional minimum of this Court.

///

1 6. Pursuant to CCP § 395.5, venue is proper in this Court because Defendant's
2 liabilities and obligations to Plaintiff arose in the County of Los Angeles.

3 **FACTS COMMON TO ALL CAUSES OF ACTION**

4 7. In or about 2019, Plaintiff commenced his employment with Defendant CSC, for
5 whom Plaintiff worked as a security guard for CSC-staffed events, and earned at least \$19.50 per
6 hour.

7 8. Throughout his employment, Plaintiff regularly worked in excess of 5 hours per
8 day on each day he worked a CSC-staffed event. However, Plaintiff was frequently denied his
9 statutory right to an uninterrupted 10-minute rest break for every 4 hours worked, and his statutory
10 right to an uninterrupted meal period of not less than 30 consecutive minutes, for every period of
11 work exceeding 5 hours, either because Plaintiff was denied such rest break or meal period
12 entirely, or because Plaintiff was expected to traverse a long distance from his post to the
13 designated break area during the time intended to count towards the given rest break or meal
14 period. Plaintiff was also often required, at the beginning of a shift, to "pre-sign" a break sheet for
15 such shift, allowing Defendant CSC to avoid having its records reflect each violation.

16 9. During his employment, Plaintiff was also asked, on occasion, to work more than 8
17 hours in a day, but was not paid an overtime premium for such overtime hours worked.

18 10. During his employment, Plaintiff was also subjected to threats of physical violence
19 and actual physical violence from his supervisor(s) while on the job.

20 11. In addition to Defendant CSC's denial of breaks and/or meal periods, and its failure
21 to maintain a safe workplace free of violence and threats of violence, Plaintiff was threatened with
22 retaliation, and was actually retaliated against, when he considered making, or did make,
23 complaints regarding such violations. Specifically, the security posts at any given event that
24 Defendant CSC staffed were ranked based on the quality of the location of the post at the
25 applicable arena or venue, and the posts that were ranked higher because they were viewed as
26 more desirable were generally assigned to employees who had greater seniority because they had
27 worked with Defendant CSC longer. Being an employee of Defendant CSC for seven years,
28 Plaintiff had seniority over many other employees and was, therefore, typically assigned more

1 desirable posts at a given event. But, when Plaintiff considered making, or did make, a complaint
2 regarding Defendant's violation of California Labor Law, his supervisor(s) either threatened to
3 assign him to, or did in fact assign him to, less desirable posts, as a result of, and in clear
4 retaliation for, such complaints.

5 12. As a result of Defendants' numerous violations of California Labor Law, including,
6 without limitation, Defendants' failure to maintain safe working conditions free of violence and
7 threats of violence, in violation of public policy, Plaintiff was forced to resign his employment in
8 or about March of 2025.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay Wages Due**

11 **Cal. Lab. Code §§ 201, 1182.12, 1194, 1194.2**

12 **(By Plaintiff Against All Defendants)**

13 13. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
14 allegation contained in Paragraphs 1 through 12, inclusive, as though set forth in full herein.

15 14. Defendants failed and refused to pay Plaintiff all wages earned and required by 8
16 Code of Regulations § 11050(2)(K). As alleged herein, Defendants failed to pay Plaintiff overtime
17 premium wages, or any wages at all, for hours worked beyond 8 hours in a day.

18 15. Plaintiff was not exempt from the requirements of California Labor ("Cal. Lab.")
19 Code § 510, Code of Regulations § 11050, and Industrial Welfare Commission Order No. 5-2001.

20 16. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff
21 is therefore entitled to damages resulting from unpaid wages, in an amount to be determined at
22 trial, together with attorneys' fees and costs, and interest thereon at the maximum legal rate.

23 **SECOND CAUSE OF ACTION**

24 **Failure to Pay Overtime Compensation**

25 **Cal. Lab. Code §§ 510, 1194, 1194.2**

26 **(By Plaintiff Against All Defendants)**

27 17. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
28 allegation contained in Paragraphs 1 through 16, inclusive, as though set forth in full herein.

1 18. Cal. Lab. Code § 510 requires employers to pay their non-exempt employees one
2 and one-half times their regular hourly rate (i.e., overtime) for time worked in excess of 8 hours in
3 a single day or 40 hours per week, and double their regular hourly rate (i.e., double-time) for all
4 hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-
5 exempt employees overtime compensation for the first 8 hours of work done on the seventh
6 consecutive day of work done in any work week, and double-time compensation for any work
7 done beyond the first 8 hours on the seventh consecutive day of work.

8 19. Cal. Lab. Code § 558(a) requires that any person acting on behalf of an employer
9 who violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for
10 each underpaid employee for each pay period in which the employee was underpaid in addition to
11 an amount sufficient to recover underpaid wages. Additionally, pursuant to Cal. Lab. Code §
12 558(a), for each subsequent violation, the person acting on behalf of an employer is liable in the
13 amount of \$100 for each underpaid employee for each pay period for which the employee was
14 underpaid in addition to an amount sufficient to recover the underpaid wages.

15 20. As alleged herein, Defendants required Plaintiff to work more than 8 hours per day,
16 but failed and refused to pay Plaintiff all overtime compensation required by Cal. Lab. Code §
17 510, 8 Code of Regulations § 11050, and Industrial Welfare Commission Order No. 5-2001.

18 21. Plaintiff is not exempt from the overtime pay requirements of Cal. Lab. Code §
19 510, Code Regulations § 11050, and Industrial Welfare Commission Order No. 5-2001.

20 22. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff
21 is therefore entitled to damages resulting from unpaid overtime wages, pursuant to Cal. Lab. Code
22 § 510, and statutory penalties, pursuant to Code § 558, in an amount to be determined at trial,
23 together with attorneys' fees and costs, and interest thereon at the maximum legal rate.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Failure to Provide Meal and Rest Periods**

3 **Cal. Lab. Code §§ 226.7, 512**

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

5 23. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
6 allegation contained in Paragraph 1 through 22, inclusive, as though set forth in full herein.

7 24. Cal. Lab. Code § 512 requires an employer to provide every employee with an
8 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work
9 exceeding 5 hours.

10 25. Cal. Lab. Code § 226.7 also requires an employer to provide every employee with
11 an uninterrupted rest break of not less than 10 minutes, for every period worked in excess of four
12 hours.

13 26. As alleged herein, Plaintiff regularly worked in excess of five hours per day, and
14 was thereby entitled to take uninterrupted 30-minute meal periods and 10-minute rest break on
15 each day of work.

16 27. However, as also alleged herein, Defendants failed and refused to provide Plaintiff
17 with uninterrupted meal periods and rest breaks during his work shifts either in their entirety, or
18 because Plaintiff was expected to traverse a long distance from his post to the designated break
19 area during the time intended to count towards the given rest break or meal period. Defendants
20 also failed to compensate Plaintiff for such missed meal periods and rest breaks, as required by
21 Cal. Lab. Code §§ 226.7 and the applicable sections of 8 Code of Regulations § 11050 and
22 Industrial Welfare Commission Order No. 5-2001. Additionally, Plaintiff often required, at the
23 beginning of a shift, to “pre-sign” a break sheet for such shift, allowing Defendant CSC to avoid
24 having its records reflect each violation.

25 28. Plaintiff is not exempt from the meal and rest breaks requirements of Code of
26 Regulations § 11050 and Industrial Welfare Commission Order No. 5-2001. Consequently,
27 Plaintiff is owed one hour of pay at his regular hourly rate for each day that he was denied a meal
28 period, and one hour of pay at his regular hourly rate for each day that he was denied a rest break.

29. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff is therefore entitled to damages resulting from unpaid additional wages, in an amount to be determined at trial, together with attorneys' fees and costs, and interest thereon at the maximum legal rate.

FOURTH CAUSE OF ACTION

Failure to Furnish Accurate Wage and Hour Statements

Cal. Lab. Code §§ 226, *et seq.*

(By Plaintiff Against All Defendants)

30. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 29, inclusive, as though set forth in full herein.

31. Pursuant to Cal. Lab. Code §§ 226 and 1174, employers have a duty to provide their non-exempt employees with accurate, itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50 in civil penalties for the initial pay period in which a violation occurred, and \$100 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.

32. Additionally, pursuant to Cal. Lab. Code § 226.3, an employer who willfully violates Cal. Lab. Code § 226 is subject to a \$250 civil penalty for the initial pay period in which a violation occurred, and \$1,000 per employee for each subsequent pay period, with no maximum.

33. As alleged herein, Defendants failed to provide the Plaintiff with wage and hour statements accurately showing *inter alia* gross wages earned, total hours worked, all deductions made, and net wages earned.

34. The wage and hour statements Plaintiff did receive were knowingly and intentionally, not inadvertently, inaccurate in that they failed to show *inter alia* all overtime hours worked, and all wages due for all uninterrupted meal periods and rest breaks missed each week.

35. Plaintiff is not exempt from the requirements of Cal. Lab. Code §§ 226.

36. Defendants' failure has injured Plaintiff, by misrepresenting and depriving him of hour, wage, and earnings information to which he is entitled, causing him difficulty and expense

1 in attempting to reconstruct time and pay records, causing him not to be paid wages to which he is
2 entitled, causing him to be unable to rely on earnings statements in dealings with third parties,
3 eviscerating his right under Cal. Lab. Code § 226(b) to review itemized wage statement
4 information by inspecting the employer's underlying records, and deceiving him regarding his
5 entitlement to overtime, meal period, and rest break wages and his aforementioned injuries are
6 therefore presumed as a matter of law.

7 37. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff
8 is therefore entitled to damages, pursuant to Cal. Lab. Code § 226, and statutory penalties,
9 pursuant to Cal. Lab. Code § 226.3 and other applicable provisions, in an amount to be determined
10 at trial, together with attorneys' fees and costs, and interest thereon at the maximum legal rate.

11 **FIFTH CAUSE OF ACTION**

12 **Waiting Time Penalties**

13 **Cal. Lab. Code §§ 201-203**

14 **(By Plaintiff Against All Defendants)**

15 38. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
16 allegation contained in Paragraphs 1 through 37, inclusive, as though set forth in full herein.

17 39. As alleged herein, Defendants failed to pay all of Plaintiff's accrued wages and
18 other compensation due immediately upon termination or within seventy-two hours of resignation,
19 as required. These wages refer to *inter alia* overtime compensation, and meal period and rest break
20 compensation, which Defendants should have paid, but did not pay, to Plaintiff during his
21 employment and which were due within the time restraints of Cal. Lab. Code §§ 201-203.

22 40. Plaintiff is not exempt from the requirements of Cal. Lab. Code §§ 201-203.

23 41. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff
24 is therefore entitled to damages resulting from statutory penalties incurred, pursuant to Cal. Lab.
25 Code §§ 201-203 and other applicable provisions, in an amount to be determined at trial, together
26 with attorneys' fees and costs, and interest thereon at the maximum legal rate.

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4

5
6

7
8
9
10
11

12
13
14

15
16
17
18

19

20

21

22

23
24

25
26
27

28

1 48. As alleged herein, Plaintiff was threatened with retaliation, and was actually
2 retaliated against, when he considered making, or did make, complaints regarding Defendant
3 CSC's denial of breaks and/or meal periods, and/or Defendant CSC's failure to maintain a safe
4 workplace free of violence and threats of violence. Specifically, the security posts at any given
5 event that Defendant CSC staffed were ranked based on the quality of the location of the post at
6 the applicable arena or venue, and the posts that were ranked higher because they were viewed as
7 more desirable were generally assigned to employees who had greater seniority because they had
8 worked with Defendant CSC longer. Being an employee of Defendant CSC for seven years,
9 Plaintiff had seniority over many other employees and was, therefore, typically assigned more
10 desirable posts at a given event. But, when Plaintiff considered making, or did make, a complaint
11 regarding Defendant's violation of California Labor Law, his supervisor(s) either threatened to
12 assign him to, or did in fact assign him to, less desirable posts, as a result of, and in clear
13 retaliation for, such complaints.

14 49. As a direct and proximate result of Defendants' conduct as alleged herein, Plaintiff
15 is therefore entitled to damages in an amount to be determined at trial, together with attorneys'
16 fees and costs, and interest thereon at the maximum legal rate.

17 50. Defendants, and each of them, engaging in the conduct as alleged herein, acted
18 fraudulently, maliciously, oppressively, and with reckless disregard for Plaintiff's rights and
19 safety, thereby entitling Plaintiff to an award of punitive damages. Defendants, and each of them,
20 authorized, ratified, and knew of the wrongful conduct complained of herein, but failed to take
21 immediate and appropriate corrective action to remedy the situation, and thereby acted
22 fraudulently, maliciously, oppressively, and with reckless disregard for Plaintiff's rights and
23 safety, thereby entitling Plaintiff to an award of punitive damages.

24 ///

25 ///

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

$$\begin{array}{c} 2 \\ 3 \\ 4 \end{array}$$
3
4

4

5
6

7
8
9
10
11
12

13
14

15
16
17
18

19

20

21

22

23
24

25
26
27

28

57. As alleged herein, Plaintiff was an aggrieved employee within the meaning of Cal. Lab. Code § 2699(a) due to Defendants' numerous violations of the California Labor Law.

58. On or about August 4, 2025, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency, and Defendant CSC, of the specific provisions of the California Labor Law that Defendants violated, thereby satisfying the requirements of Cal. Lab. Code § 2699.3.

59. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency regarding whether it intends to pursue an action against Defendant CSC. Consequently, Plaintiff may now commence a civil action, pursuant to Cal. Lab. Code § 2699.3.

60. As a direct and proximate result of Defendants' California Labor Law violations, Plaintiffs are entitled to damages in the form of civil penalties on Plaintiff's own behalf, and on behalf of other aggrieved employees, in an amount to be determined at trial, together with attorneys' and costs, and interest thereon at the maximum legal rate.

TENTH CAUSE OF ACTION

Wrongful Termination (Constructive Discharge) in Violation of Public Policy

(By Plaintiff Against All Defendants)

61. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 60, inclusive, as though set forth in full herein.

62. At all times alleged herein, Plaintiff was subject to working conditions that violated public policy, including, without limitation, conditions that violated Cal. Lab. Code §§ 6401.9, and Cal. Bus. & Prof. Code §§ 17200, et seq., among other statutory and constitutional rights.

63. At all times alleged herein, Defendants intentionally created and knowingly permitted these working conditions.

64. Such working conditions were so intolerable that a reasonable person in Plaintiff's position would have had no reasonable alternative but to resign.

65. Plaintiff resigned his employment because of the working conditions described herein.

66. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered and will continue to suffer economic and non-economic compensatory damages in an amount to be determined at trial, together with attorneys' and costs, and interest thereon at the maximum legal rate.

67. Defendants' acts alleged herein were committed maliciously, fraudulently, and oppressively, in conscious disregard for Plaintiff's rights, and Plaintiff is entitled to recover punitive damages from Defendant in an amount to be determined at trial. The unlawful conduct alleged above was engaged in and/or ratified by the officers, directors, supervisors and/or managing agents of Defendants, and each of them, who were acting at all relevant times within the course and scope of their employment. Pursuant to Cal. Civ. Code § 3294, Defendants are liable for punitive damages.

ELEVENTH CAUSE OF ACTION

Intentional Infliction of Emotional Distress

(By Plaintiff Against All Defendants)

68. Plaintiff repeats, realleges, and incorporates herein by this reference each and every allegation contained in Paragraphs 1 through 67, inclusive, as though set forth in full herein.

69. The conduct complained of herein was outside the conduct expected to exist in the workplace, was intentional and malicious and done for the purpose of causing Plaintiff to suffer humiliation, mental anguish, and emotional and physical distress. Defendants, and each of their conduct, in confirming and ratifying the complained of conduct, was done with the knowledge that Plaintiff's emotional and physical distress would thereby increase, and was done with a wanton and reckless disregard for the consequences to Plaintiff.

70. As a direct and proximate result of Defendants' conduct, and by their intentional infliction of emotional distress as alleged herein, Plaintiff was harmed in that Plaintiff suffered humiliation, mental anguish, and emotional and/or physical sickness, and has been injured in mind and health. As a direct and proximate result of said distress and consequent harm, Plaintiff has suffered damages in an amount to be determined at trial.

///

1 71. Defendants, and each of them, engaging in the conduct as alleged herein, acted
2 fraudulently, maliciously, oppressively, and with reckless disregard for Plaintiff's rights and
3 safety, and thereby entitling Plaintiff to an award of punitive damages. Defendants, and each of
4 them, authorized, ratified, and knew of the wrongful conduct complained of herein, but failed to
5 take immediate and appropriate corrective action to remedy the situation, and thereby acted
6 fraudulently, maliciously, oppressively, and with reckless disregard for Plaintiff's rights and
7 safety, and thereby entitling Plaintiff to an award of punitive damages.

8 **TWELFTH CAUSE OF ACTION**

9 **Negligent Infliction of Emotional Distress**

10 **(By Plaintiff Against All Defendants)**

11 72. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
12 allegation contained in Paragraphs 1 through 71, inclusive, as though set forth in full herein.

13 73. In the alternative, if said conduct of Defendants, and each of them, and of their
14 agents and employees, as alleged herein, was not intentional, it was negligent and Plaintiff is
15 thereby entitled to general damages in an amount to be determined at trial for Defendants'
16 negligent infliction of emotional distress.

17 **THIRTEENTH CAUSE OF ACTION**

18 **Failure to Permit Inspection of Personnel and Payroll Records**

19 **Cal. Lab. Code § 1198.5**

20 **(By Plaintiff Against All Defendants)**

21 74. Plaintiff repeats, realleges, and incorporates herein by this reference each and every
22 allegation contained in Paragraphs 1 through 73, inclusive, as though set forth in full herein.

23 75. Cal. Lab. Code § 1198.5 requires an employer, within thirty (30) days of an
24 employee's request therefore, to provide a copy or permit the inspection of the employee's
25 personnel and payroll records. An employer's failure to do so subjects the employer to a \$750
26 penalty, payable to the employee.

27 76. On or about August 4, 2025, Plaintiff made a written request to Defendant CSC to
28 inspect or receive a copy of Plaintiff's personnel and payroll records, which Defendant CSC

1 received. However, Defendants failed and refused to permit Plaintiff's inspection of such
2 personnel and payroll records, and failed to provide to Plaintiff a copy of the same, within the time
3 required by Cal. Lab. Code § 1198.5, or ever.

4 77. As a direct and proximate result of Defendants' failure and refusal to comply with
5 Cal. Lab. Code § 1198.5, Plaintiff is entitled to recover from Defendants a civil penalty in the
6 amount of \$750.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, jointly
9 and severally as follows:

10 1. For compensatory damages in an amount to be determined at trial according to
11 proof, but exceeding the jurisdictional minimum of this Court;

12 2. For general, special, and incidental damages in an amount to be determined at trial
13 according to proof, but exceeding the jurisdictional minimum of this Court;

14 3. For punitive damages in an amount to be determined at trial according to proof, but
15 exceeding the jurisdictional minimum of this Court;

16 4. For restitutionary disgorgement of profits garnered as a result of Defendants'
17 unlawful conduct, failure to pay wages and other compensation in accordance with the law;

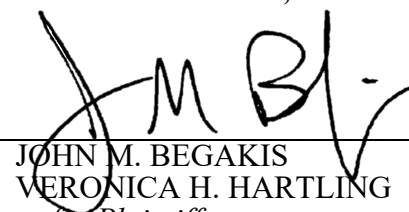
18 5. For reasonable attorneys' fees and costs of suit incurred herein;

19 6. For pre- and post- judgment interest at the maximum rate allowed by law; and

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

21 DATED: November 17, 2025

22 **ALTVIEW LAW GROUP, LLP**

23 By: 

24 JOHN M. BEGAKIS
25 VERONICA H. HARTLING

26 *Attorneys for Plaintiff*

27 JOHN SERRANO, an individual
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

DATED: November 17, 2025

ALTVIEW LAW GROUP, LLP

By:

JOHN M. BEGAKIS
VERONICA H. HARTLING

Attorneys for Plaintiff
JOHN SERRANO, an individual