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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF NAPA

GERARDO SERVIN PEREZ, as an
individual and on behalf of all similarly
situated employees,

Plaintiff,

v.

GRASSI & ASSOCIATES; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 26CV001016

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violation of Labor Code §§ 204, 206, 510, 1194, 1194.2, 1197, 1197.1, 1182.12 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Labor Code §§ 226.7 (Rest Period Violations);
4. Violation of Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Labor Code §§ 226, subd. (a), (e), 226.3, 1174, 1174.5 (Failure to Issue Accurate Itemized Wage Statements);
6. Violation of Labor Code § 2802 (Failure to Indemnify for Expenditures); and
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff GERARDO SERVIN PEREZ (“Plaintiff”), as an individual and on behalf of all
2 similarly situated employees, complains and allege on information and belief as follows:

3 4 **INTRODUCTION**

5 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
6 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all current and former
7 non-exempt employees of Defendants GRASSI & ASSOCIATES, and DOES 1 through 50,
8 inclusive (collectively, “Defendants”), in the State of California during the Class Period. The term
9 “Class Period” is defined as four (4) years prior to the filing of this complaint through judgment.
10 Plaintiff reserves the right to amend this complaint to reflect a different “Class Period” as further
11 discovery is conducted.

12 2. Plaintiff, individually and on behalf of Plaintiff Class, seeks relief against
13 Defendants, for Defendants’ practices of violating the applicable Industrial Welfare Commission
14 (“IWC”) Wage Orders, Code of Regulations, and Labor Codes, including: (1) failure to pay all
15 wages (including minimum, regular, and overtime); (2) failure to provide meal and rest periods
16 or provide compensation in lieu thereof; (3) failure to provide accurate itemized wage statements;
17 and (4) failure to pay all wages due upon separation of employment. These violations concern
18 current and past employees of Defendants.

19 3. At all relevant times herein, Defendants have consistently maintained and enforced
20 against Plaintiff and Plaintiff Class the unlawful practices and policies set forth herein.

21 22 **JURISDICTION AND VENUE**

23 4. Venue is proper in this judicial district and the County of Napa, pursuant to the
24 Code of Civil Procedure sections 395 and 395.5, because the acts that give rise to the causes of
25 action alleged herein occurred in this county.

26 5. This Court has personal jurisdiction over Defendants, because Defendants have
27 their main place of business in, and conduct business in the State of California, and a substantial
28 portion of the acts, omissions, events, and transactions constituting the causes of action alleged

herein occurred within the State of California, and more specifically, in the county of Napa. (Code Civ. Proc., § 410.10.)

6. The California Superior Court has jurisdiction over this matter because the individual claims are under the seventy-five-thousand-dollar (\$75,000.00) individual jurisdictional threshold and the five-million-dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court; and upon information and belief, Plaintiff and Defendants are citizens of, residents of, and/or domiciled in the State of California. Further, there is no federal question at issue as the issues herein is based solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, Rules of Court, and the Business & Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction over this matter.

THE PARTIES

Plaintiff

7. Plaintiff was employed by Defendants as a non-exempt employee through on or around September 2025. At all relevant times herein, Plaintiff was employed by Defendants in a paid hourly non-exempt position. At all relevant times herein, Plaintiff was entitled to compensation for all hours worked, including minimum, regular, and overtime wages, meal and rest period premiums from Defendants. Plaintiff were employed by Defendants within the four (4) years prior to the commencement of this action.

8. Each Plaintiff of the Class consists of identifiable, current, and/or former similarly situated persons who were employed by Defendants as non-exempt employees in California during the Class Period.

Defendants

9. On information and belief, and based thereon, Plaintiff alleges that Defendant GRASSI & ASSOCIATES is conducting business in good standing in California, and at all times herein mentioned has regularly conducted business throughout the State of California.

10. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,

1 inclusive, but on information and belief, allege that said Defendants are legally responsible for
2 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
3 capacities of the DOE Defendants when that information is ascertained.

4 11. Plaintiff is informed and believes, and based thereon allege, that each Defendants
5 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendants
7 is legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture
8 and/or single business enterprise, integrated enterprise, and/or is agents of one another, is alter
9 egos, joint employers, and conspire with one another to increase profits by engaging in the
10 conduct described in this complaint.

11 12. Plaintiff is informed and believes, and based thereon allege, that each Defendants
12 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
13 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
14 below was acting, at least in part, within the course and scope of that authority as such agent,
15 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
16 the permission and consent of the co-Defendants. Plaintiff also allege the acts of each Defendants
17 is legally attributable to the other Defendants.

18
19 **FACTUAL ALLEGATIONS**

20 13. Plaintiff and Plaintiff Class is, and all times relevant herein, have been non-exempt
21 employees within the meaning of the Labor Code, and the implementing rules of the IWC Wage
22 Orders.

23 14. Plaintiff is informed and believes, and based thereon allege, that Defendants
24 continue to employ non-exempt employees within California.

25 15. Plaintiff is informed and believes, and based thereon allege, that Defendants'
26 policies and practices described herein is common across each of Defendants' locations within
27 the State of California.

28 16. Plaintiff is informed and believes, and based thereon allege, that at all times herein

1 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
2 were knowledgeable about California's wage and hour laws, employment and personnel
3 practices, and the requirements of California law.

4 17. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
5 or should have known that Plaintiff and Class Members were entitled to receive wages for all
6 hours worked, including minimum, regular, and overtime wages, and that they were not receiving
7 all wages earned for work that was required to be performed. In violation of the Labor Code and
8 IWC Wage Orders, Defendants failed to pay Plaintiff and Class Members' earned wages by
9 failing to pay for all hours worked and failing to pay the proper overtime rates of pay, among
10 other things. Plaintiff and Class Members were frequently required to work through meal periods.
11 Defendants failed or refused to provide premium compensation to Plaintiff and Plaintiff Class for
12 all late meal periods, short meal periods, and all missing meal periods.

13 18. During the Class Period, the Defendants and each of them, required the Plaintiff
14 and Class members to work under a "Rounding Policy" that is not fair and neutral and resulted,
15 over a period of time, in failure to compensate the employees properly for all the time they have
16 actually worked, in violation of the various applicable Wage Orders, regulations and statutes, and
17 the Defendants: (1) Willfully failed and refused, and continue to fail and refuse to pay
18 compensation for all hours worked, including minimum wage and lawful overtime compensation
19 to the Plaintiff Class Members; and (2) willfully failed and refused, and continue to fail and refuse
20 to pay due and owing wages promptly upon termination of employment to Plaintiff and Plaintiff
21 Class Members.

22 19. In addition, Plaintiff and Class Members are owed wages as a result of Defendants'
23 improperly deducting wages under the line item "Tool Ded." on wage statements in violation of
24 Labor Code section 224.

25 20. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
26 or should have known that Plaintiff and Class Members were entitled to receive all required meal
27 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate
28 of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the

1 Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy of not
2 providing compliant meal periods. Plaintiff and Class Members were regularly unable to take a
3 duty-free meal period or had their meal periods interrupted as a result of understaffing and a busy
4 workload, including having to load/unload vehicles off-the-clock and traveling to job sites.
5 Plaintiff and Class Members did not receive all meal periods or payment of one (1) additional
6 hour of pay at Plaintiff and Class Members' regular rate of pay when they did not receive a timely,
7 uninterrupted thirty (30) minute off-duty meal period.

8 21. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
9 or should have known that Plaintiff and Class Members were entitled to receive all paid rest
10 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate
11 of pay when a rest period was missed, interrupted, or shortened.

12 22. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern,
13 practice, and policy of not providing paid rest periods. As a result of Defendants' understaffing
14 and daily work requirements and demands, Plaintiff and Class Members did not receive all paid
15 rest periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular
16 rate of pay when a paid rest period was missed, truncated, or interrupted.

17 23. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
18 or should have known that Plaintiff and Class Members were entitled to receive itemized wage
19 statements that accurately showed their actual hours worked, total hours worked, number of hours
20 worked at each hourly rate, gross and net wages earned, and premium wages earned per pay period
21 in accordance with California law. In violation of the Labor Code, Plaintiff and Class Members
22 were not provided with accurate itemized wage statements.

23 24. Plaintiff is informed and believes, and based thereon allege, that Defendants knew
24 or should have known that Plaintiff and certain Class Members were entitled to timely payment
25 of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain
26 Class Members did not receive payment of all wages due, within permissible time periods, upon
27 separation of employment.

28 25. During, the Class Period, Defendant was obligated to reimburse Plaintiff and Class

Members for all reasonable expenditures incurred by Plaintiff and Class Members for the purpose of fulfilling their job duties. Defendant failed to reimburse Plaintiff and Class Members for mileage when Plaintiff and Class Members were required by Defendant to use their personal vehicle in violation of Labor Code section 2802,

CLASS ALLEGATIONS

26. Plaintiff bring this action on behalf of themselves and all other similarly situated employees, as a class action pursuant to Code of Civil Procedure section 382.

27. Plaintiff proposed class consists of and is defined as follows: all individuals who worked for Defendants in a California location as non-exempt employees during the Class Period.

28. Plaintiff reserve the right under California Rules of Court, rule 3.765, to amend or modify the class description(s) with greater specificity or further division into subclasses or limitation to particular issues.

29. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and because the proposed classes is easily ascertained by Defendants' personnel and payroll records.

Numerosity

30. The potential members of the class as defined is so numerous that joinder of all class members is impracticable. While the precise number of the Plaintiff Class is unknown, Plaintiff is informed and believes that Defendants have employed more than fifty (50) non-exempt employees during the Class Period.

Commonality

31. There is common questions of law and fact arising out of Defendants' conduct as described herein, including, but not limited to:

- a. Whether Defendants failed to pay all wages, including minimum, regular, and overtime wages earned and due to Plaintiff and Plaintiff Class;
- b. Whether Defendants failed and continue to fail to provide meal periods or compensation in lieu thereof to Class Members;

- 1 c. Whether Defendants failed and continue to fail to authorize and permit
2 Class Members to take rest periods or compensation in lieu thereof;
- 3 d. Whether Defendants failed to furnish to Plaintiff and Class Members wage
4 statements containing all information required by Labor Code section 226,
5 subdivision (a);
- 6 e. Whether Defendants failed to timely pay Plaintiff and former class
7 members all wages due during and after their employment;
- 8 f. Whether Defendants failed to reimburse Plaintiff and class members all
9 necessary business expenditures; and
- 10 g. Whether Defendants engaged in unfair/unlawful business practices.

11 **Typicality**

12 32. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of
13 whom have incurred and/or will incur damages, as a result of Defendants' common course of
14 conduct and common policies and practices. The claims of Plaintiff are typical because
15 Defendants subjected all of its non-exempt employees to the identical violations of the IWC Wage
16 Orders, Code of Regulations, Labor Code, and Business and Professions Code, among other
17 statutes.

18 **Adequacy of Representation**

19 33. Plaintiff will fairly and adequately represent and protect the interests of the
20 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's
21 attorneys is competent, well-versed, and experienced in litigating employment class actions and
22 other complex litigation matters.

23 **Superiority of Class Action**

24 34. Under the facts and circumstances set forth above, a class action is superior to any
25 other method available for the fair and efficient adjudication of the rights of each class member
26 in as much as joinder of individual, relatively small claims of Class Members are not practical
27 and if each employee were required to file an individual lawsuit, the corporate defedants would
28 necessarily gain an unconscionable advantage as they would be able to exploit and overwhelm

1 the limited resources of each individual plaintiff. Requiring each Class Member to pursue an
2 individual remedy would also discourage the assertion of lawful claims by employees fearful of
3 retaliation and permanent damage to their reputation at present and/or subsequent employment.
4 Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the
5 individual Class Members against Defendants herein further support class certification.

6
7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES**

9 **(By Plaintiff against All Defendants)**

10 35. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
11 as if fully alleged.

12 36. Any employee receiving less than the legal minimum wage or legal overtime
13 compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees
14 and costs of suit. (Lab. Code, § 1194, subd. (a).)

15 37. Notwithstanding any other provision of the Labor Code, hourly minimum wage
16 rates is set for all industries according to statute. (Lab. Code, § 1182.12.) Employers must pay
17 employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

18 38. In any action to recover payment of wages less than the minimum wage an
19 employee shall be entitled to recover liquidated damages in an amount equal to the wages
20 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

21 39. Any work in excess of eight (8) hours in any workday and any work in excess of
22 forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half
23 times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess
24 of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay
25 for an employee. (Lab. Code, § 510, subd. (a).)

26 40. All wages earned in employment is due and payable twice during each calendar
27 month on dates designated in advance by the employer. (Lab. Code, § 204.)

28 41. In case of a dispute over wages, the employer shall pay, without condition and

1 promptly under the Labor Code all wages conceded due, leaving to the employee all remedies
2 he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

3 42. At all relevant times herein, Plaintiff and Class Members were and are paid as non-
4 exempt employees. Defendants failed to compensate Plaintiff and Plaintiff Class at the legally
5 mandated wage rates for all hours worked in violation of California law. Specifically, Plaintiff
6 and Plaintiff Class were routinely required to work through their meal breaks and Defendants
7 unlawfully deducted Plaintiff and Class Members wages. Defendants failed or refused to provide
8 premium compensation to Plaintiff and Plaintiff Class for all late meal periods and all missing
9 meal periods. Due to this failure, Defendants did not factor in all meal premiums that Plaintiff
10 and Plaintiff Class were owed when calculating overtime pay.

11 43. Plaintiff and Plaintiff Class members regularly worked over eight (8) hours per
12 day and forty (40) hours per week. Defendants failed to pay Plaintiff, and Plaintiff Class members
13 minimum wage for all hours worked and overtime premium for hours worked in excess of over
14 eight (8) hours per day and forty (40) hours per week for work performed for the Defendants.
15 Defendants failed to pay Plaintiff and Plaintiff Class the legally mandated wage rates for all hours
16 worked. Instead, Defendants paid Plaintiff and Plaintiff Class under a “Rounding Policy” that is
17 not fair and neutral and resulted, over a period of time, in failure to compensate the employees
18 properly for all the time they have actually worked, thereby causing Plaintiff and Plaintiff Class
19 members to work in excess of eight (8) hours per day and/or forty (40) hours per week. As such
20 Plaintiff and Plaintiff Class seek overtime in an amount according to proof. Pursuant to *Labor*
21 *Code* § 1194, the Class members seek the payment of all overtime compensation which they
22 earned and accrued four (4) years prior to filing this complaint, according to proof.

23 44. As a consequence, Defendants failed to pay Plaintiff and Plaintiff Class all
24 minimum, regular, overtime, and/or double-time wages for all hours worked, including hours in
25 excess of over eight (8) per day and forty (40) per workweek. Pursuant to Labor Code sections,
26 *inter alia*, 204, 510, 1182.12, and 1194, the Plaintiff Class seeks the payment of all minimum,
27 regular, overtime, and/or double-time compensation which they earned and accrued for four (4)
28 years prior to filing this complaint, according to proof.

1 45. Additionally, Plaintiff and Plaintiff Class is entitled to liquidated damages,
2 attorneys' fees and costs pursuant to Labor Code section 1194 and Code of Civil Procedure
3 section 1021.5, and prejudgment interest.

4
5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

7 **(Lab. Code, §§ 226.7, 512)**

8 **(By Plaintiff against All Defendants)**

9 46. Plaintiff reallege and incorporates by reference all preceding paragraphs herein, as
10 if fully alleged.

11 47. Labor Code sections 226.7, 512, and the applicable IWC Wage Order provide that
12 no employer shall employ any person for a work period of more than five (5) hours without
13 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes, or
14 employ any person for a work period of more than ten (10) hours without a second meal period
15 of not less than thirty (30) minutes.

16 48. Labor Code section 226.7 provides that if an employer fails to provide an
17 employee a meal period in accordance with this section, the employer shall pay the employee one
18 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
19 period is not provided in accordance with this section. Plaintiff allege Defendants failed to provide
20 legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not
21 relieving employees from all work duties during meal periods thereby preventing employees from
22 taking legally compliant meal periods. Specifically, Defendants had a practice of failing to
23 provide adequate staffing to allow Plaintiff and Plaintiff Class to be completely relieved of all of
24 their work responsibilities while on their legally mandated meal break. Further, Employer ordered
25 that Plaintiff and Plaintiff Class continue to work despite being clocked-out for their meal period.
26 As a result of Employer's policy and practices, Plaintiff and Plaintiff Class did not receive timely
27 uninterrupted meal periods and were not compensated with premium wages for non-compliant
28 meal periods. Further, if a meal period was provided, Defendants rounded employees' time spent

1 taking a meal period to 30-minutes despite not receiving a full 30-minute meal period.

2 49. At all times relevant hereto, Plaintiff and Plaintiff Class have worked shifts of
3 more than five (5) hours in a workday.

4 50. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class is entitled to
5 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed
6 meal break, in an amount to be proven at trial.

7 51. At varying times relevant hereto, Plaintiff and Plaintiff Class have worked shifts
8 more than ten (10) hours in a workday and were regularly denied a legally compliant second meal
9 period.

10 52. Pursuant to Labor Code section 226.7, Plaintiff individually and on behalf of the
11 Plaintiff Class, request recovery of meal period compensation which they are owed beginning
12 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
13 against the Defendants, and each of them, in a sum as provided by the Labor Code and/or other
14 statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law,
15 Plaintiff request the court award reasonable attorneys' fees and costs incurred by them in this
16 action.

17
18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

20 **(Lab. Code, § 226.7)**

21 **(By Plaintiff against All Defendants)**

22 53. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
23 as if fully alleged.

24 54. Labor Code section 226.7 and the applicable Wage Order provide that employers
25 authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time
26 per four (4) work hours, or major fraction thereof.

27 55. Labor Code section 226.7, subdivision (b), provides that if an employer fails to
28 provide and employee rest periods in accordance with this section, the employer shall pay the

1 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
2 that the rest period is not provided. Plaintiff and Plaintiff Class consistently worked over four (4)
3 hours per shift with no rest breaks, or otherwise had their rest breaks interrupted or shortened due
4 to Defendants' uniform policies and practices.

5 56. Defendants failed to reasonably make available rest breaks to Plaintiff and Plaintiff
6 Class throughout the Class Period due to their understaffing, workload, and demands. Routinely,
7 Plaintiff and Plaintiff Class were required to work for six (6) hours before being permitted to take
8 a rest period. When they worked six (6) to eight (8) hours in a workday, Plaintiff and Plaintiff
9 Class often only received one rest period instead of the two required by law. Further, when
10 Plaintiff and Plaintiff Class worked more than ten (10) hours in a workday, they never received
11 the requisite third rest period.

12 57. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1)
13 hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Code of Civil
14 Procedure section 1021.5, and any other provision of law, Plaintiff request the court award
15 reasonable attorneys' fees and costs incurred by them in this action.

16
17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION OF EMPLOYMENT**

19 **(Lab. Code, §§ 201, 202, 203)**

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

21 58. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged herein.

23 59. Plaintiff is informed and believes, and thereon allege, that as part of Defendants'
24 ongoing unfair business practices, Defendants failed to pay all employees all wages earned during
25 their employment at the time of their separation in violation of Labor Code sections 201 and 202.

26 60. Labor Code section 201 provides that an employer is required to pay an employee
27 whose employment is terminated by the employer all wages earned and unpaid immediately upon
28 termination.

1 61. Labor Code section 202 requires an employer pay to an employee who quits her
2 or her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

3 62. Labor Code section 203 provides that an employer who fails to pay all wages
4 earned and due an employee who is discharged or who quits within the timeframe set forth in
5 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at
6 the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer
7 owes the employee her or her daily rate of pay at their regular rate of pay for each day the full
8 amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

9 63. Plaintiff and members of the Plaintiff Class who terminated employment within
10 four (4) years of the filing of this complaint until the date of entry of judgment, without being
11 paid the proper payments as described herein is entitled to thirty (30) days of pay at their regular
12 rate of pay as waiting time penalties.

13
14 **FIFTH CAUSE OF ACTION**

15 **FAILURE TO ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS**

16 **(Lab. Code, §§ 226, 226.3, 1174, 1174.5)**

17 **(By Plaintiff against All Defendants)**

18 64. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
19 as if fully alleged herein.

20 65. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage
21 Orders provide that employers must keep records and provide employees with itemized wage
22 statements showing all hours worked and each applicable rate of pay in effect during the pay
23 period with the corresponding number of hours worked at each hourly rate.

24 66. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
25 location in California or at the plant or establishment at which the employee is employed, payroll
26 records showing the hours worked daily, and the wages paid to each employee. Labor Code
27 section 226, subdivision (a), requires an employer to provide employees—either as a detachable
28 part of the check, draft, or voucher paying the employee's wages, or separately when wages is

1 paid by personal check or cash—an accurate itemized wage statement in writing, including
2 specified information, including, but not limited to: “(1) gross wages earned; (2) total hours
3 worked . . . (5) net wages earned... and (9) all applicable hourly rates in effect during the pay
4 period and the corresponding number of hours worked at each hourly rate by the employee.”

5 67. Labor Code section 226, subdivision (e), provides that if an employer knowingly
6 and intentionally fails to provide a statement itemizing, *inter alia*, the gross and net wages earned,
7 the total hours worked by the employee and the applicable hourly overtime rates, causing the
8 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
9 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
10 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
11 Defendants willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

12 68. The IWC Wage Orders require that every employer shall keep accurate
13 information with respect to each employee, including, but not limited to, time records showing
14 the total daily hours worked by each employee, the total hours worked in each payroll period, and
15 applicable rates of pay. Plaintiff is informed and believes that Defendants willfully and
16 intentionally failed to make and/or keep records which accurately reflect the hours worked by
17 Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendants’ records fail to
18 include, *inter alia*: (1) actual hours worked; (2) total hours worked; (3) number of hours worked
19 at each hourly rate; (4) gross wages earned; (5) net wages earned; (6) premium wages earned per
20 pay period; and (7) the entity’s legal name and address.

21 69. An employee is deemed to suffer injury if the employer fails to provide an accurate
22 wage statement containing all of the required information set forth in Labor Code section 226,
23 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper
24 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for
25 employees to determine whether they were paid all wages due without complicated calculations
26 and/or reconstruction of records required to be maintained by the employer.

27 70. For each employee suffering an injury as a result of Defendants’ knowing and
28 intentional failure to provide an accurate, itemized wage statement, the employee is entitled to

1 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
2 a violation occurs, and one hundred dollars (\$100.00) per employee for each violation in a
3 subsequent pay period.

4 71. Plaintiff is informed and believes, and based thereon allege, that Defendants'
5 failure to keep accurate payroll records, as described above, violated Labor Code section 1174,
6 subdivision (d), and section 226, subdivision (a), and the applicable Wage Order. Plaintiff intends
7 on seeking penalties under Labor Code section 2699, subdivision (f)(2), Plaintiff and the Plaintiff
8 Class is entitled to penalties of one hundred dollars (\$100.00) for the initial violation, and two
9 hundred dollars (\$200.00) for each subsequent violation, for every pay period during which these
10 records and information were not kept by Defendants.

11 72. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
12 failure to keep and maintain accurate records and information and provide to Plaintiff and Class
13 Members accurate itemized wage statements, as described above, was knowing and intentional,
14 and Plaintiff and Plaintiff Class is entitled to statutory penalties for each pay period in which a
15 violation occurred. Plaintiff further seek recovery of attorneys' fees and costs pursuant to Labor
16 Code section 226, subdivision (e), and as otherwise permitted by law.

17 18 **SIXTH CAUSE OF ACTION**

19 **Failure to Indemnify for Expenditures**

20 **(Plaintiff and Plaintiff Class against all Defendants)**

21 73. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
22 paragraphs of this complaint as though fully set forth herein.

23 74. Labor Code section 2802 states, "An employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence
25 of the discharge of his or her duties" (Lab. Code, § 2802.)

26 75. As detailed above, Plaintiff and the Plaintiff Class were not reimbursed by
27 Defendant for necessary expenditures as a direct consequence of the discharge of their duties.
28 Plaintiff and Plaintiff Class were required to use their personal vehicle .

1 76. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
2 doing business on the Plaintiff and Plaintiff Class.

3 77. Defendant has and or had a corporate practice and policy of requiring Plaintiff
4 and Plaintiff Class to shoulder the burden of Defendant's cost of doing business by failing to
5 reimburse Plaintiff and Plaintiff Class for necessary expenditures.

6 78. Accordingly, Plaintiff and Plaintiff Class are entitled to an award of "necessary
7 expenditures or losses" in accordance with Labor Code section 2802, which shall also include all
8 reasonable costs, including, but not limited to, attorneys' fees and interest.

9
10 **SEVENTH CAUSE OF ACTION**

11 **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

12 **(Bus. & Prof. Code, §§ 17200 et seq.)**

13 **(By Plaintiff against All Defendants)**

14 79. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,
15 as if fully alleged herein.

16 80. Plaintiff bring this claim individually and on behalf of Class Members.

17 81. Business and Professions Code section 17200 ("UCL") prohibits unfair
18 competition in the form of any unlawful, unfair, or fraudulent business act or practice.

19 82. Business and Professions Code section 17204 allows "any person who has suffered
20 injury in fact and has lost money or property as a result of such unfair competition" to prosecute
21 a civil action for violation of the UCL.

22 83. Labor Code section 90.5, subdivision (a), states it is the public policy of California
23 to vigorously enforce minimum labor standards in order to ensure employees are not required to
24 work under substandard and unlawful conditions, and to protect employers who comply with the
25 law from those who attempt to gain competitive advantage at the expense of their workers by
26 failing to comply with minimum labor standards.

27 84. Beginning at an exact date unknown to Plaintiff, but at least since the date four
28 years prior to the filing of this complaint, Defendants have committed acts of unfair competition

1 as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and
2 fraudulent business practices and acts described in this complaint, including, but not limited to,
3 violations of Labor Code sections 201, 202, 203, 204, 206, 226, 226.3, 226.7, 510, 512, 1174,
4 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, as well as other statutes.

5 85. The violations of these laws and regulations, as well as of fundamental California
6 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
7 Business and Professions Code sections 17200 et seq.

8 86. As a result of these actions, Plaintiff, on information and belief, alleges that
9 Defendants are able to unfairly compete with other comparable companies in the State of
10 California in violation of Business and Professions Code sections 17000 et seq. and sections
11 17200 et seq. Due to these unlawful, unfair, and/or fraudulent business practices, Defendants have
12 gained a competitive advantage over other comparable companies doing business in the State of
13 California.

14 87. The victims of these unlawful, unfair, and/or fraudulent business practices include,
15 but are not limited to, Plaintiff, putative class members, competing medical groups in the State of
16 California, and the general public. Plaintiff is informed and believes, and thereon alleges, that
17 Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive
18 advantage and thereby injuring Plaintiff, putative class members, other competitors, and the
19 general public.

20 88. Plaintiff's success in this action will enforce important rights affecting the public
21 interest and public policy. In this regard, Plaintiff sue on behalf of the public as well as on behalf
22 of themselves.

23 89. Business and Professions Code sections 17203 provides that a court may make
24 such orders or judgments as may be necessary to prevent the use or employment by any person
25 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate
26 to prevent Defendants from repeating their unlawful, unfair, and fraudulent business acts and
27 business practices alleged above.

28 90. Business and Professions Code section 17203 provides that the Court may restore

1 to any person in interest any money or property that may have been acquired by means of such
2 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business
3 and Professions Code section 17203 for wages and payments unlawfully withheld from
4 employees, including the fair value of the meal and rest periods and other losses alleged herein,
5 during the four-year period prior to the filing of this complaint. All remedies are cumulative
6 pursuant to Business and Professions Code section 17205.

7 91. Business and Professions Code section 17202 provides: “Notwithstanding section
8 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
9 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Plaintiff Class are entitled
10 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
11 Professions Code section 17202.

12 92. Plaintiff requests injunctive relief pursuant to Business and Professions Code
13 section 17203 to enjoin Defendants from continuing the unfair/unlawful business practices
14 alleged herein. Plaintiff herein take upon enforcement of these laws and lawful claims. There is a
15 financial burden involved in pursuing this action. The action is seeking to vindicate a public right,
16 and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay
17 attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to Code
18 of Civil Procedure section 1021.5 and others.

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1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. The Court appoint Plaintiff as Class Representatives;
3. The Court appoint Mahoney Law Group, APC as class counsel;
4. For compensatory and statutory damages;
5. For restitution of all monies due to Plaintiff and Plaintiff Class from the unlawful/unfair business practices of Defendants;
6. For injunctive relief;
7. For statutory and civil penalties according to proof;
8. For reasonable attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), and section 1194; Code of Civil Procedure section 1021.5, and/or other applicable laws statutes; and
9. That the Court award such other and further relief as this Court may deem appropriate.

Dated: May 7, 2026

MAHONEY LAW GROUP, APC

By:



Kevin Mahoney, Esq.
John Young, Esq.
Attorney for Plaintiff GERARDO SERVIN
PEREZ, as an individual and on behalf of
all similarly situated employees

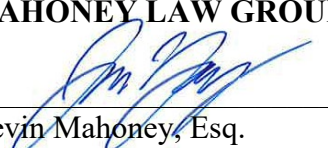
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff GERARDO SERVIN PEREZ, on behalf of himself and all Class Members,
3 hereby demands a jury trial on all causes of action and claims with respect to which they have a
4 right to a jury trial.

5
6 Dated: May 7, 2026

MAHONEY LAW GROUP, APC

7
8 By:


Kevin Mahoney, Esq.

John Young, Esq.

9 Attorney for Plaintiff GERARDO SERVIN
10 PEREZ, as an individual and on behalf of
11 all similarly situated employees
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