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JAVIER GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO – NORTH COUNTY

(UNLIMITED JURISDICTION)

JAVIER GARCIA,

Plaintiff,

vs.

ROGELIO LLAMAS PAINTING, INC., a
corporation; ROGELIO LLAMAS, an
individual; and DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 37-2024-00005872-CU-OE-NC

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Failure to Provide Personnel Records;
- 9) Failure to Provide Pay Records;
- 10) Retaliation Under Labor Code § 1102.5;
- 11) Retaliation Under Labor Code § 98.6;
- 12) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 13) Wrongful Termination in Violation of Public Policy; and

14) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

COMES NOW Plaintiff, JAVIER GARCIA (hereafter “Plaintiff”), and complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this action based on alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 16-2001 (hereafter “the Wage Order”), the Business and Professions Code, and public policy against ROGELIO LLAMAS PAINTING, INC., a corporation; ROGELIO LLAMAS, an individual; and DOES 1 to 25, inclusive, (collectively “RLP” or “Defendants”).

JURISDICTION AND VENUE

2. Jurisdiction and venue are proper in this Court and this action is properly filed in the North County of San Diego because Defendants ROGELIO LLAMAS PAINTING, INC., a corporation; ROGELIO LLAMAS, an individual; and DOES 1 to 25, inclusive, do business in the North County of San Diego and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the North County of San Diego is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

THE PARTIES

3. Plaintiff JAVIER GARCIA is a resident of San Diego County. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11160 and an “Aggrieved Employee” within the meaning of Labor Code Section 2699(c).

4. Defendant ROGELIO LLAMAS PAINTING, INC. is a corporation organized

1 and existing under the laws of California and a citizen of California based on Plaintiff's
2 information and belief.

3 5. Defendant ROGELIO LLAMAS is a citizen of California based on Plaintiff's
4 information and belief.

5
6 6. In relevant part, Labor Code section 558.1 states:

7 (a) Any employer or other person acting on behalf of an employer, who violates,
8 or causes to be violated, any provision regulating minimum wages or hours and
9 days of work in any order of the Industrial Welfare Commission, or violates, or
causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
held liable as the employer for such violation.

10 (b) For purposes of this section, the term "other person acting on behalf of an
11 employer" is limited to a natural person who is an owner, director, officer, or
12 managing agent of the employer, and the term "managing agent" has the same
meaning as in subdivision (b) of Section 3294 of the Civil Code.

13 7. Based on Plaintiff's information and belief, Defendant ROGELIO LLAMAS is
14 a natural person, and an owner, director, officer, and/or managing agent of ROGELIO
15 LLAMAS PAINTING, INC., who directly or indirectly, or through his agent, employed or
16 exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved
17 Employees (defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees
18 for his violations of, or causing Defendants to violate, Labor Code sections 203, 226, 226.7,
19 1194, and 2802 pursuant to Labor Code section 558.1.

20 8. The "Aggrieved Employees" are all current and former non-exempt or hourly
21 paid employees who worked for Defendants in California during the relevant time period
22 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys
23 General Act of 2004 ("PAGA").

24 9. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
25 participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but
26 is informed and believes and thereon alleges that said defendants are legally responsible for the
27 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
28 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE

1 defendants when ascertained.

2 10. Plaintiff is informed and believes and thereon alleges that, at all relevant times
3 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
4 remaining Defendants, and in doing the things hereinafter alleged, were acting within the
5 course and scope of such agency or employment, and with the approval and ratification of each
6 of the other Defendants.

7 11. Plaintiff is informed and believes and thereon alleges that each and every one of
8 the acts and omissions alleged herein were performed by, and/or are attributable to, all
9 Defendants, each acting as agents and/or employees, and/or under the direction and control of
10 each of the other Defendants, and that said acts and failures to act were within the course and
11 scope of said agency, employment, and/or direction and control.

12 12. At all relevant times, in perpetrating the acts and omissions alleged herein,
13 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
14 lack of a practice which resulted in Defendants not paying Plaintiff and the Aggrieved
15 Employees in accordance with applicable California labor laws as alleged herein.

16 **GENERAL ALLEGATIONS**

17 13. Defendants first began to employ Plaintiff as a painter on or around June 10,
18 2023. Plaintiff generally worked Monday through Friday from approximately 7:00 a.m./8:00
19 a.m. to 3:30 p.m./4:30 p.m., and his latest rate of pay was \$20 per hour. Plaintiff's
20 employment ended in or around early August 2023.

21 14. At all relevant times, Defendants issued wages to Plaintiff and all of the other
22 Aggrieved Employees on a weekly basis and paid them by the hour. At all relevant times,
23 Defendants classified Plaintiff and all of the other Aggrieved Employees as non-exempt
24 employees entitled to the protections of the Labor Code and the Wage Order.

25 15. Defendants failed to pay Plaintiff and the other Aggrieved Employees for all
26 time worked or subject to its control. This is so because the company had a policy of rounding
27 down employee hours to the detriment of the employees, which resulted in employees such as
28 Plaintiff not being paid for all hours worked, including the minimum wage. The company

1 actually did not have a formal timekeeping system and utilized written time sheets and would
2 not only round down but would also shave off hours from the actual timesheets, resulting in
3 less pay for Plaintiff and others and also constituting a minimum wage violation. Moreover,
4 Plaintiff would work "off the clock" hours in that the owner would ask him to go get materials
5 after his regularly scheduled shift and did not compensate him at all for this time. In addition,
6 to the extent employees such as Plaintiff and others worked through their meal periods and
7 those meal periods were interrupted, they were not compensated for that time, which would be
8 akin to a minimum wage violation. Furthermore, Defendants ownership/management would
9 often speak to or call Plaintiff and the other Aggrieved Employees about work-related matters
10 before the start of their shifts or after their shifts had ended. Plaintiff would consistently
11 receive calls/texts from the owner, Rogelio Llamas, to give him his job assignments and check
12 up on the progress of the work that was being done. Additionally, the company did not
13 compensate Plaintiff and others for travel time to the different work locations. Finally,
14 Defendants required Plaintiff and the other employees to bring their own personal tools and
15 did not pay Plaintiff and others twice the minimum wage rate in violation of Wage Order 16-
16 2001, section 8(B).

17 16. Defendants failed to pay Plaintiff and the Aggrieved Employees properly-
18 calculated overtime wages even though they worked more than 8 hours per day and/or 40
19 hours per week throughout their employment. Plaintiff's and the Aggrieved Employees' actual
20 work hours (including the "off the clock" hours mentioned above) entitled them to overtime
21 compensation. However, Defendants did not compensate Plaintiff and the Aggrieved
22 Employees with the correct amount of overtime. It was not company policy to keep accurate
23 track of all hours worked and to pay employees the accurate amount of overtime, especially
24 since the "off the clock" work was not factored into the equation. Furthermore, any incentive
25 payments and/or bonus payments were not factored into employees' regular rate of pay for
26 purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
27 incentive payments were not factored into the correct sick pay wages and meal and rest break
28 premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

1 17. Defendants failed to provide all compliant meal periods and authorize and
2 permit all compliant rest periods to which Plaintiff and the other Aggrieved Employees were
3 entitled. Plaintiff and the other Aggrieved Employees were entitled to take off-duty,
4 uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take
5 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked.
6 Due to the workload, Plaintiff would not be able to take timely, uninterrupted meal periods
7 before the 5th or 10th hour worked. On information and belief, Defendants did not keep track
8 of Plaintiff's and the Aggrieved Employees' meal periods. Per *Donohue v. AMN Services,*
9 *LLC*, (2021) 11 Cal.5th 58, where time records do not facially show an employee took a
10 compliant meal period, a rebuttable presumption arises that the employer failed to provide it,
11 giving rise to a meal period violation. Similarly, Plaintiff and the other Aggrieved Employees
12 were not able to take their 10-minute rest breaks due to the workload. Plaintiff never took his
13 rest breaks. Moreover, when Plaintiff and the other Aggrieved Employees took their meal
14 periods, Defendants ownership/management would interrupt them with questions about work
15 related matters or their meal periods were cut short due to their workload. On information and
16 belief, Defendants did not provide premium wages for these meal and rest break violations; if
17 Defendants did provide premium wages, they were not paid at the correct rate, as explained
18 above.

19 18. Defendants failed to reimburse Plaintiff and the other Aggrieved Employees for
20 business expenses they incurred in direct consequence of the discharge of their duties.
21 Defendants required Plaintiff and the Aggrieved Employees to use their own personal cell
22 phones to communicate with ownership/management concerning work matters, as well as use
23 their own personal tools (including, but not limited to, machine to paste paper on
24 walls/windows, brushes, rollers, spatula, ladder), and personal vehicles for work purposes.
25 However, Defendants did not reimburse Plaintiff and the other Aggrieved Employees for these
26 mobile phone, tools, and gas/mileage expenses. Accordingly, Defendants was in violation of
27 California Labor Code sections 2800 and 2802.

28 19. Defendants failed to pay its employees all wages due to them within any time

1 period specified by California Labor Code section 204, including the minimum wages and
2 overtime as described above as well as meal/rest break premiums.

3 20. Defendants did not provide Plaintiff and the other Aggrieved Employees
4 accurate, itemized wage statements in violation of Labor Code 226. Wage statements must
5 include all hours worked, overtime hours worked, all applicable hourly rates, the correct legal
6 name and correct address of employer entity, gross wages earned, all deductions, net wages
7 earned, reimbursement for business expenses, the correct start and end of the applicable pay
8 period, the employee ID numbers or social security numbers, among other items. Labor Code
9 § 226(a)(2). Defendants' failure to maintain accurate records as to the hours worked daily by
10 employees also constitutes a violation of Labor Code section 1174(d).

11 21. Finally, because Defendants did not properly pay all wages earned as explained
12 herein, Defendants also failed to pay final wages owed to the Aggrieved Employees in
13 violation of Labor Code section 203. These earned but unpaid wages include minimum wages
14 and compensation for all hours worked, overtime compensation, premium pay for missed meal
15 and rest breaks, and business expense reimbursement, among others.

16 22. Moreover, Defendants failed to provide paid sick leave and/or correctly
17 calculated sick leave wages to Plaintiff and the other Aggrieved Employees and failed to
18 provide Plaintiff and all of the other Aggrieved Employees with statements of sick leave
19 available, or paid time off in lieu of sick leave, in violation of Labor Code sections 233 and
20 246. Defendants also failed to provide Worker's Compensation coverage for Plaintiff and the
21 other Aggrieved Employees in violation of Labor Code Section 3700.5. Defendants has also
22 violated Labor Code section 558 and engaged in business practices which violate Business and
23 Professions Code Section 17200.

24 23. During his employment tenure, Plaintiff complained to ownership about
25 improper pay, not being reimbursed for his business expenses and not receiving proper
26 statutory meal and rest breaks. On or around August 10, 2023, Plaintiff attempted to take his
27 meal period at 11:00 a.m., when the owner passed by and yelled "What are you doing? You're
28 so wrong!" Plaintiff replied: "I'm taking my 30 minute." The owner stated that nobody had

1 gone on their meal breaks and Plaintiff let the owner know it was because everyone was afraid
2 of him. The owner then stated: "No, eres marica si sales a comer" (No, you're gay for going on
3 your meal break). Shortly thereafter, Plaintiff, visibly upset, left work. On information and
4 belief, Defendants did not send Plaintiff any further job assignments. As such, Defendants
5 retaliated against Plaintiff and wrongfully terminated his employment in violation of Labor
6 Code sections 98.6 and 1102.5.

7 24. Defendants committed the following violations of the California Labor Code
8 and the Wage Order: 1) failed to pay wages for all time worked or subject to Defendants'
9 control, including minimum wages and correctly-calculated overtime wages; 2) failed to
10 provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to
11 authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4)
12 failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant
13 wage statements; 6) failed to maintain accurate records; 7) failed to provide sick
14 leave/statements of sick leave available; and 8) failed to timely pay all wages owed during and
15 upon separation of employment. Accordingly, Plaintiff now seeks civil penalties on behalf of
16 himself and the Aggrieved Employees based on Defendants' alleged violations of the
17 California Labor Code and the Wage Order.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

20 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

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

22 25. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

23 26. At all relevant times, Plaintiff was a non-exempt employee of Defendants and
24 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,
25 and the Wage Order.

26 27. Section 2(J) of the Wage Order defines "hours worked" as "the time during
27 which an employee is subject to the control of an employer, and includes all the time the
28 employee is suffered or permitted to work, whether or not required to do so."

1 28. Section 3 of the Wage Order states:

2 (A) Daily Overtime - General Provisions

3 (1) The following overtime provisions are applicable to
4 employees 18 years of age or over and to employees 16 or
5 17 years of age who are not required by law to attend
6 school and are not otherwise prohibited by law from
7 engaging in the subject work. Such employees shall not
8 be employed more than eight (8) hours in any workday or
9 more than 40 hours in any workweek unless the employee
10 receives one and one-half (1 ½) times such employee's
11 regular rate of pay for all hours worked over 40 hours in
12 the workweek. Eight (8) hours of labor constitutes a day's
13 work. Employment beyond eight (8) hours in any
14 workday or more than six (6) days in any workweek is
15 permissible provided the employee is compensated for
16 such overtime at not less than:

17 (a) One and one-half (1 ½) times the employee's
18 regular rate of pay for all hours worked in excess
19 of eight (8) hours up to and including 12 hours in
20 any workday, and for the first eight (8) hours
21 worked on the seventh (7th) consecutive day of
22 work in a workweek.

23 (b) Double the employee's regular rate of pay for
24 all hours worked in excess of 12 hours in any
25 workday and for all hours worked in excess of
26 eight (8) hours on the seventh (7th) consecutive
27 day of work in a workweek.

28 (c) The overtime rate of compensation required to
be paid to a nonexempt full-time salaried
employee shall be computed by using the
employee's regular hourly salary as one-fortieth
(1/40) of the employee's weekly salary.

29 29. Section 4 of the Wage Order requires an employer to pay non-exempt employees
30 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
31 an employer has actual or constructive knowledge that employees are working.

32 30. Labor Code section 510 states:

33 Eight hours of labor constitutes a day's work. Any work in excess
34 of eight hours in one workday and any work in excess of 40

1 hours in any one workweek and the first eight hours worked on
2 the seventh day of work in any one workweek shall be
3 compensated at the rate of no less than one and one-half times the
4 regular rate of pay for an employee. Any work in excess of 12
5 hours in one day shall be compensated at the rate of no less than
6 twice the regular rate of pay for an employee. In addition, any
7 work in excess of eight hours on any seventh day of a workweek
8 shall be compensated at the rate of no less than twice the regular
9 rate of pay of an employee. Nothing in this section requires an
10 employer to combine more than one rate of overtime
11 compensation in order to calculate the amount to be paid to an
12 employee for any hour of overtime work.

13 31. California Labor Code § 1194 invalidates any agreement between an employer
14 and an employee to work for less than the minimum wage required under the applicable Wage
15 Order.

16 32. California Labor Code § 1197 makes it unlawful for an employer to pay an
17 employee less than the minimum wage required under the applicable Wage Order for all hours
18 worked during a payroll period.

19 33. California Labor Code § 1198 makes it unlawful for an employer to employ an
20 employee under conditions that violate the Wage Order.

21 34. In conjunction, these provisions of the California Labor Code require employers
22 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
23 for all hours worked, including unrecorded hours when the employer knew or reasonably should
24 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
25 *Co.* (2000) 22 Cal.4th 575, 585.)

26 35. Defendants required Plaintiff to work in excess of eight (8) hours in one workday
27 and forty (40) hours in one workweek without compensating him for such time worked at the
28 premium rates required by California law.

36. As described more fully above, Defendants failed to pay all minimum, regular,
overtime, and double time wages to Plaintiff because Defendants paid wages based on rounded
times, did not pay for off-the-clock work, and failed to pay overtime and double time wages
based on correct regular rates of pay.

37. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount, subject to proof, to the extent that he was not paid the full amount of wages earned during each pay period during the applicable limitations period, including minimum, overtime, and double-time wages.

38. As a result of Defendants' conduct, Plaintiff seeks damages and/or restitution for unpaid wages which Defendants failed to pay him at the rates set forth herein, interest thereon, and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff against all Defendants)

39. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

40. At all relevant times during the applicable limitations period, Plaintiff was a non-exempt employee of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 1198, and the Wage Order.

41. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

42. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period

1 in accordance with the applicable provisions of this Order, the
2 employer shall pay the employee one (1) hour of pay at the
3 employee's regular rate of compensation for each work day that
4 the rest period is not provided.

43. In addition, Labor Code Section 226.7 states

5 (b) An employer shall not require an employee to work during a
6 meal or rest or recovery period mandated pursuant to an applicable
7 statute, or applicable regulation, standard, or order of the Industrial
8 Welfare Commission, the Occupational Safety and Health Standards
9 Board, or the Division of Occupational Safety and Health.

10 (c) If an employer fails to provide an employee a meal or rest or
11 recovery period in accordance with a state law, including, but not
12 limited to, an applicable statute or applicable regulation, standard, or
13 order of the Industrial Welfare Commission, the Occupational Safety
14 and Health Standards Board, or the Division of Occupational Safety and
15 Health, the employer shall pay the employee one additional hour of pay
16 at the employee's regular rate of compensation for each workday that
17 the meal or rest or recovery period is not provided.

14 44. Pursuant to the Wage Order, Plaintiff was entitled to be provided with net rest
15 breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

16 45. Defendants failed to authorize and permit Plaintiff to take compliant rest
17 periods and failed to pay one hour of correctly-calculated premium pay for each day such a
18 rest period was not provided.

19 46. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
20 an amount subject to proof to the extent he was not paid additional wages owed for all rest
21 breaks not provided to him.

22 47. By reason of the above, Plaintiff is entitled to premium wages for workdays in
23 which one or more rest breaks were not provided to him pursuant to California Labor Code §
24 226.7, plus interest and costs.

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(Lab. Code §§ 226.7, 512, and 1198)

48. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

50. Labor Code § 1198 states,

51. In relevant part, Labor Code Section 512 states

52. In relevant part, Section 11 of the Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee...

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the

employee's regular rate of compensation for each workday that the meal period is not provided.

53. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff was entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day he worked five or more hours. Pursuant to California Labor Code § 512, Plaintiff was also entitled to a second 30-minute meal period when he worked more than ten (10) hours in a workday.

54. During the relevant time period, Defendants failed to provide Plaintiff with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

55. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an amount subject to proof to the extent he was not paid additional wages owed for all meal periods not provided to him.

56. By reason of the above, Plaintiff is entitled to premium wages for workdays in which one or more meal periods were not provided to him pursuant to California Labor Code § 226.7, plus interest and costs.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff against all Defendants)

57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

58. At all relevant times, Plaintiff was a non-exempt employee of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

59. In pertinent part, California Labor Code § 2802(a) states:

An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.

60. Section 9(B) of the Wage Order states:

1 When tools or equipment are required by the employer or are necessary to
2 the performance of a job, such tools and equipment shall be provided and
3 maintained by the employer, except that an employee whose wages are at
4 least two (2) times the minimum wage provided herein may be required to
provide and maintain hand tools and equipment customarily required by
the trade or craft.

5 61. California Labor Code § 1198 prohibits employers from employing their
6 employees under conditions prohibited by the Wage Order.

7 62. At all relevant times during the applicable limitations period, Defendants
8 required Plaintiff to use his own personal cell phones to communicate with
9 ownership/management concerning work matters, as well as use his own personal tools
10 (including, but not limited to, machine to paste paper on walls/windows, brushes, rollers,
11 spatula, ladder), and personal vehicles for work purposes. However, Defendants did not
12 reimburse Plaintiff for these mobile phone, tools, and gas/mileage expenses. Accordingly,
13 Defendants were in violation of California Labor Code sections 2800 and 2802.

14 63. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
15 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
16 Defendants' failure to indemnify Plaintiff for the reasonable expenses he incurred in the course
17 of performing his duties.

18 64. By reason of the above, Plaintiff is entitled to reimbursement for all necessary
19 expenditures and losses and interest due and owing to within three years (3) of the date of the
20 filing of the Complaint until the date of entry of judgment pursuant to California Labor Code §
21 2802(b). Further, Plaintiff seeks reasonable attorney's fees pursuant to Labor Code § 2802(c).

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

24 **(California Labor Code Section 226)**

25 **(By Plaintiff against all Defendants)**

26 65. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

27 66. Pursuant to California Labor Code Section 226, every employer must furnish
28 each employee an itemized statement of wages and deductions at the time of payment of wages.

67. Defendants knowingly and intentionally did not furnish Plaintiff with pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, all hours worked, gross wages earned, including overtime, minimum wages, and premium pay for missed meal and rest breaks, net wages earned, total hours worked by the employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in accordance with California Labor Code Section 226(a).

68. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to the 3-year period immediately preceding the date this lawsuit was filed.

69. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

70. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201-203)

(By Plaintiff against all Defendants)

71. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

72. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

1 73. Pursuant to California Labor Code Section 202, when an employee resigns, the
2 employer must pay all compensation due and owing within 72 hours of resignation, or on the
3 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

4 74. Pursuant to California Labor Code Section 203, if an employer willfully fails to
5 pay, without abatement or reduction, any wages of an employee whose employment ends, the
6 wages of the employee shall continue as a penalty from the due date at the same rate until paid
7 or until an action is commenced; however, the wages shall not continue for more than 30 days
8 for failure to pay an employee owed wages.

9 75. After Plaintiff's employment with Defendants ended, Defendants willfully
10 refused and continue to refuse to pay his unpaid wages as required by Labor Code Section 203.

11 76. Under this cause of action, Plaintiff prays for penalties due under the statutes
12 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
13 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years
14 immediately preceding the filing of this lawsuit.

15 77. Under this cause of action, Plaintiff also prays for attorney's fees and costs
16 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
17 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

18 78. Under this cause of action, Plaintiff prays for penalties due under the statutes
19 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
20 proof at trial.

21 **SEVENTH CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

23 **(California Labor Code Section 204)**

24 **(By Plaintiff against all Defendants)**

25 79. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

26 80. California Labor Code Section 204 establishes the fundamental right of all
27 employees in the State of California to be paid wages in a timely fashion for their work.

28 81. At all times relevant during the liability period, Defendants failed to pay

1 Plaintiff the full amount of all owed wages when due as required by California Labor Code
2 Section 204.

3 82. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
4 informed, believes, and thereon alleges, that all times relevant during the applicable limitations
5 period, Defendants maintained a policy or practice of not paying Plaintiff wages for all hours
6 worked, including the minimum wage, overtime hours, double time hours, and premium pay
7 for missed meal and rest breaks.

8 83. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in
9 an amount, subject to proof, to the extent he was not paid all wages each pay period. The
10 precise amount of unpaid wages is not presently known to Plaintiff but can be determined
11 directly from Defendants' records or indirectly based on information from Defendants' records.

12 84. Under this cause of action, Plaintiff prays for penalties due under the statutes
13 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
14 proof at trial.

15 **EIGHTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE PERSONNEL RECORDS**

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

18 85. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

19 86. Labor Code section 1198.5 dictates "every current and former employee, or his
20 or her representative, has the right to inspect and receive a copy of the personnel records that
21 the employer maintains relating to the employee's performance or to any grievance concerning
22 the employee."

23 87. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the
24 employer shall make the contents of those personnel records available for inspection to the
25 current or former employee, or his or her representative, at reasonable intervals and at
26 reasonable times..." On information and belief, Defendants intentionally failed to provide
27 Plaintiff with personnel records when requested by Plaintiff via letter on September 14, 2023,
28 as required by law. Plaintiff requested his personnel records in accordance with California

1 Labor Code section 1198.5(k) on September 14, 2023 via certified U.S. mail.

2 88. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
3 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
4 suffered and continues to suffer substantial losses related to Defendants' failure to provide
5 personnel records.

6 89. Plaintiff seeks all available remedies for Defendants' violations including, but
7 not limited to penalties, and costs to the extent permitted by law and according to proof at trial.
8 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
9 amount of \$750.00, along with costs and attorney's fees.

10 **NINTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE PAY RECORDS**

12 **(By Plaintiff against all Defendants)**

13 90. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 91. Labor Code section 226 sub-section (b) dictates "an employer...shall afford
15 current and former employees the right to inspect or copy records pertaining to their
16 employment, upon reasonable request to the employer..."

17 92. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer
18 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
19 pertaining to a current or former employee shall comply with the request as soon as practicable,
20 but no later than 21 calendar days from the date of the request." On information and belief,
21 Defendants intentionally failed to provide Plaintiff with pay records when requested by
22 Plaintiff via letter, on September 14, 2023, and as required by law. Plaintiff requested his pay
23 records in accordance with California Labor Code section 226 on September 14, 2023, via U.S.
24 certified mail. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
25 pay records within 21 days.

26 93. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered
27 and continues to suffer substantial losses related to Defendants' failure to provide pay records.

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1 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
2 amount of \$750.00, along with costs and attorney's fees.

3 94. Plaintiff seeks all available remedies for Defendants' violations including, but
4 not limited to, penalties and costs to the extent permitted by law and according to proof at trial.

5 **TENTH CAUSE OF ACTION**

6 **RETALIATION**

7 **(Lab. Code § 1102.5)**

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

9 95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 96. According to Labor Code section 1102.5, subdivision (b),

11 An employer, or any person acting on behalf of the employer, shall not retaliate
12 against an employee for disclosing information, or because the employer
13 believes that the employee disclosed or may disclose information, ... to a
14 person with authority over the employee or another employee who has the
15 authority to investigate, discover, or correct the violation or noncompliance,...
16 if the employee has reasonable cause to believe that the information discloses a
violation of state or federal statute, or a violation of or noncompliance with a
local, state, or federal rule or regulation, regardless of whether disclosing the
information is part of the employee's job duties.

17 97. According to Labor Code section 1102.5, subdivision (c), an employer may not
18 retaliate against an employee for refusing to participate in an activity that would result in a
19 violation of state or federal statute, or a violation or noncompliance with a state or federal rule
20 or regulation.

21 98. This statute reflects the broad public policy interest in encouraging workplace
22 whistleblowers to report unlawful acts without fearing retaliation.

23 99. Defendants were employers for purposes of California law.

24 100. Plaintiff was an employee of Defendants, performing work on behalf of
25 Defendants.

26 101. During his employment tenure, Plaintiff complained to management about
27 improper pay, not being reimbursed for his business expenses, and not receiving proper
28 statutory meal and rest breaks.. Defendants retaliated against Plaintiff and terminated his

1 employment for disclosing its meal and rest period violations to ownership/management with
2 the expectation that they would investigate and correct the violations.

3 102. As a direct and proximate result of the aforementioned acts and omissions of
4 Defendants, Plaintiff suffered general and compensatory damages, including but not limited
5 to, loss of income (past and future), loss of employment benefits (past and future), general and
6 compensatory damages (past and future), mental pain and anguish and emotional distress (past
7 and future), and will continue to suffer in the future, in an amount to be proved at trial.

8 103. Plaintiff requests all available relief under Labor Code § 1102.5 including
9 damages and the imposition of civil penalties of \$10,000 for each violation as well as
10 attorney's fees.

11 104. The foregoing conduct engaged in by Defendants and each of their directors,
12 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
13 ratified, and carried on with a conscious and willful disregard of their workers' right to work
14 in an environment free of retaliation and labor code violations, so as to justify the imposition
15 of punitive damages to punish and set an example of said Defendants.

16 **ELEVENTH CAUSE OF ACTION**

17 **RETALIATION**

18 **(Lab. Code § 98.6)**

19 **(By Plaintiff against all Defendants)**

20 105. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

21 106. According to Labor Code section 98.6, subdivision (a), a person shall not
22 discharge an employee because the employee has filed a bona fide complaint or claim relating
23 to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written
24 or oral complaint that he or she is owed unpaid wages, or because of the exercise of any right
25 afforded him or her.

26 107. Defendants were employers for purposes of California law.

27 108. Plaintiff was an employee of Defendants, performing work on behalf of
28 Defendants.

1 109. Defendants retaliated against Plaintiff for making oral complaints about
2 improper pay, not being reimbursed for business expenses, and not receiving proper statutory
3 meal and rest breaks.

4 110. Pursuant to Labor Code sections 98.6(b), Plaintiff is entitled to reinstatement
5 and reimbursement for lost wages and work benefits in addition to \$10,000 for Defendants'
6 violation.

7 111. The foregoing conduct engaged in by Defendants and each of their directors,
8 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
9 ratified, and carried on with a conscious and willful disregard of their workers' right to work
10 in an environment free of retaliation and labor code violations, so as to justify the imposition
11 of punitive damages to punish and set an example of said Defendants.

12 **TWELFTH CAUSE OF ACTION**

13 **CIVIL PENALTIES**

14 **(Lab. Code §§ 2698, et seq.)**

15 **(By Plaintiff against all Defendants)**

16 112. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

17 113. Plaintiff is an Aggrieved Employee under the Private Attorneys General Act of
18 2004 ("PAGA") because he was employed by Defendants during the applicable statutory
19 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.
20 Plaintiff seeks to recover on his own behalf, on behalf of the State of California, and on behalf
21 of all current and former Aggrieved Employees of Defendants, the civil penalties provided by
22 PAGA, plus reasonable attorney's fees and costs in this representative action.

23 114. During the applicable time period, Defendants violated California Labor Code
24 §§ 98.6, 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 558.1, 1102.5, 1174, 1194,
25 1197, 1198, 2802, and 3700.5.

26 115. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
27 behalf of themselves and other current or former employees, to bring a civil action to recover
28 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

1 116. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the
2 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants'
3 violations of California Labor Code §§ 98.6, 201, 202, 203, 204, 226, 226.7, 233, 246, 510,
4 512, 558, 558.1, 1102.5, 1174, 1194, 1197, 1198, 2802, and 3700.5 during the applicable
5 limitations period in the following amounts:

6 A. For violations of California Labor Code § 204, one hundred dollars
7 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
8 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
9 established by California Labor Code § 210).

10 B. For violations of California Labor Code § 226(a), two hundred fifty
11 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
12 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
13 established by California Labor Code § 226.3).

14 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
15 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
16 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
17 established by California Labor Code § 558).

18 D. For violations of California Labor Code § 1174, five hundred dollars
19 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
20 California Labor Code § 1174.5).

21 E. For violations of California Labor Code § 1197, one hundred dollars
22 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
23 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
24 per pay period (regardless of whether the initial violations were intentionally committed)
25 (penalty amounts established by California Labor Code § 1197.1).

26 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
27 246, 1194, 1198, 2802, and 3700.5, one hundred dollars (\$100.00) for each Aggrieved
28 Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each

1 Aggrieved Employee per pay period for each subsequent violation (penalty amounts
2 established by California Labor Code § 2699(f)(2)).

3 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
4 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
5 Code §§ 98.6 and 1102.5 during the applicable limitations period in the following amounts:

6 1) For violations of California Labor Code § 98.6, an amount not to
7 exceed \$10,000 for each violation by Defendants of California Labor Code § 98.6(a), as well as
8 attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established by
9 California Labor Code § 98.6(b)(3)).

10 2) For violations of California Labor Code § 1102.5, an amount not
11 to exceed \$10,000 for each violation by Defendants of California Labor Code § 1102.5(c), as
12 well as attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established by
13 California Labor Code § 1102.5(f)).

14 117. Plaintiff has complied with the procedures for bringing suit specified in
15 California Labor Code § 2699.3. By letter dated September 14, 2023, Plaintiff filed written
16 notice online with the Labor and Workforce Development Agency ("LWDA") and gave written
17 notice by certified mail to Defendants of the specific provisions of the California Labor Code
18 alleged to have been violated, including the facts and theories to support the alleged violations.
19 Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has
20 failed to take action in response within 65 calendar days of the date of Plaintiff's notice, but
21 Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it
22 does not intend to investigate these allegations.

23 118. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
24 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
25 connection with their claims for civil penalties.

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124. Moreover, Plaintiff was forced to hire an attorney to assist him to end these illegal activities.

125. As set forth above, said actions by Defendants were wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives and policies. Said statutes and constitutional expressions of public policy include, but are not limited to, the California Labor Code, and the California Constitution, Article 1 section 8. These laws inure to the benefit of the public at large, and not just the private interests of the employers and employees whom they govern or protect.

126. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

127. The foregoing conduct engaged in by Defendants and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment free of retaliation and labor code violations, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

FOURTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(By Plaintiff against all Defendants except Rogelio Llamas)

128. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

129. At all relevant times during the applicable limitations period, Plaintiff has been an employee of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

130. Defendants engaged in unfair competition by failing to 1) pay employees for all hours worked at the correct rates of pay and 2) pay their employees premium wages for

1 workdays during which one or more meal or rest periods were not provided, and 3) reimburse
2 employees for necessary business expenses incurred in the course of performing their duties.

3 131. The unlawful conduct of Defendants alleged herein amounts to and constitutes
4 unfair competition within the meaning of California Business & Professions Code §§ 17200,
5 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
6 unfairly gained a competitive advantage over other comparable companies doing business in
7 California that comply with their legal obligations to, among other things, refrain from
8 retaliatory practices and prevent retaliation, pay their employees premium wages for workdays
9 in which they did not provide employees with one or more meal and rest periods, indemnify
10 them for all business expenses incurred during the course of performing their duties, including,
11 but not limited to, mobile phone expenses, and pay them all wages earned.

12 132. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
13 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiff for all
14 hours worked, failed to provide him with premium wages for missed meal and rest periods,
15 and failed to reimburse Plaintiff for all expenses he incurred in the course of performing his
16 duties.

17 133. Pursuant to California Business & Professions Code § 17203, Plaintiff is
18 entitled to restitution of all monies rightfully belonging to him that Defendants did not pay him
19 or otherwise retained by means of their unlawful and unfair business practices.

20 134. Plaintiff is entitled to reasonable attorneys' fees in connection with his unfair
21 competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial
22 benefit doctrine and/or the common fund doctrine.

23 135. Accordingly, with respect to this cause of action, Plaintiff prays for the herein
24 stated relief, and an award of all reasonable costs and attorneys' fees, including interest
25 thereon, as permitted by law, all in amounts subject to proof.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

- 28 1. For compensatory damages including lost past and future wages, commissions, and all

- 1 other sums of money, including employment benefits, together with interest on said
2 amounts, and any other economic injury to Plaintiff, according to proof;
- 3 2. For general damages according to proof;
- 4 3. For special and consequential damages to the extent allowed by law;
- 5 4. For punitive and exemplary damages against Defendant ROGELIO LLAMAS
6 PAINTING, INC. in an amount subject to proof;
- 7 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
8 subject to proof at trial;
- 9 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
10 7. proof at trial;
- 11 8. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
12 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 13 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
14 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 15 10. For maximum civil penalties available under the Labor Code and applicable Wage
16 Order against Defendants as described more particularly in the Complaint;
- 17 11. For restitution and disgorgement for all unfair business practices by Defendant
18 ROGELIO LLAMAS PAINTING, INC. against Plaintiff in an amount according to
19 proof;
- 20 12. For an order enjoining Defendant ROGELIO LLAMAS PAINTING, INC. from further
21 unfair and unlawful business practices in violation of Business and Professions Code
22 Sections 17200, et seq.;
- 23 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
24 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
25 damages, damages, penalties, and waiting time penalties according to proof to the
26 extent permitted by law;
- 27 14. For the imposition of civil penalties and/or statutory penalties;
- 28 15. For all interest as allowed by law;

1 16. For all costs and disbursements incurred in this suit;

2 17. Reasonable attorney's fees where available by law, including but not limited to,
3 pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j),
4 and/or other applicable laws; and

5 18. For such other and further relief as this Court may deem proper.

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a jury trial on all issues so triable.

8
9 Dated: February 6, 2024

MM LAW, APC

10
11 By Maralle Messrelan
12 Maralle Messrelan, Esq.
13 Attorney for Plaintiff,
14 JAVIER GARCIA
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