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County of Santa Clara
24CV428723
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF SANTA CLARA

10 NOE SANDOVAL,

11 Plaintiff,

12 vs.

13 HOUSE DOCTOR PAINTING, INC.;
14 KELLY MCKINLEY; and DOES 1 to 25,
inclusive,

15 Defendants.

CASE NO.: **24CV428723**

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) **FAILURE TO PROVIDE REST BREAKS;**
- 7) **FAILURE TO PROVIDE MEAL BREAKS;**
- 8) **FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 9) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 10) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 11) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 12) **FAILURE TO PROVIDE PAY RECORDS;**
- 13) **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, NOE SANDOVAL (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Santa Clara in this judicial district because Defendants HOUSE DOCTOR PAINTING, INC.; KELLY MCKINLEY; and DOES 1 to 25, inclusive, do business in the County of Santa Clara. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant HOUSE DOCTOR PAINTING, INC. is and was a California Corporation, doing business in Santa Clara County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant KELLY MCKINLEY is a resident of the State of California and the owner, director, and/or managing agent of HOUSE DOCTOR PAINTING, INC. KELLY MCKINLEY is being included in this lawsuit pursuant to Labor Code section 558.1 in that she was involved in the day-to-day operations of the business and controlled Plaintiff’s and other employees’ wages, hours, and/or working conditions. Defendants HOUSE DOCTOR PAINTING, INC. and KELLY MCKINLEY are collectively referred to herein as “Defendant(s)” (unless otherwise noted) or “HOUSE DOCTOR PAINTING”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner

1 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
2 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
3 and capacities of these fictitiously named defendants.

4 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
5 that information and belief, alleges that at all times herein mentioned, each of the remaining
6 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
7 under the authority of their agency, employment, or representative capacity, with the consent
8 of his/her codefendants.
9

10 **GENERAL ALLEGATIONS**

11 7. Plaintiff was employed by HOUSE DOCTOR PAINTING as a painter in 2023.
12 Plaintiff was seemingly paid in cash only and misclassified as a 1099 employee. Plaintiff's
13 employment ended on or around September 22, 2023.

14 8. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745
15 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer,
16 Securitas Security Services USA, Inc., an onsite security provider. After about a year of
17 employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim,
18 Huff specifically alleged violations to the Labor Code requiring immediate payment of wages
19 upon termination of employment and weekly payment of wages to temporary employees. The
20 trial court determined Huff was not a temporary employee, and therefore, lacked standing to
21 bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial
22 court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the
23 issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did
24 not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
25 PAGA representative to sue for violations that the representative has personally suffered. The
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1 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
2 and others. The statute also states that an “aggrieved employee” is “any person who was
3 employed by the alleged violator and against whom one or more of the alleged violations was
4 committed.” Because at least one of the violations that Huff had alleged had affected him
5 personally, the Court of Appeal denied Securitas’ motion.

6 9. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
7 other employees, it allows for suits broader than the specific violations the named employee
8 experienced. Therefore, even if the employee did not personally experience the Labor Code
9 violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff’s
10 position that Plaintiff can equivocally bring the following labor code violations on behalf of all
11 other employees, including ALL hourly, non-exempt employees, irrespective of job title or job
12 duties, as well as employees who were misclassified as independent contractors and who
13 worked for HOUSE DOCTOR PAINTING at any time during the relevant PAGA period.

14 10. It is Plaintiff’s position that HOUSE DOCTOR PAINTING has violated the following
15 Labor Code Sections against Plaintiff and other aggrieved employees, who include all non-
16 exempt, hourly employees, as well as all employees who were misclassified as 1099 workers
17 and who worked for HOUSE DOCTOR PAINTING at their various locations in the State of
18 California during the relevant PAGA period.

19 11. HOUSE DOCTOR PAINTING violated Labor Code section 226.8. Pursuant to Labor
20 Code section 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify an
21 individual as an independent contractor. “Willful misclassification means avoiding employee
22 status for an individual by voluntarily and knowingly misclassifying that individual as an
23 independent contractor.” Cal. Lab. Code Section 226.8(i)(4). If a person or employer has
24 willfully misclassified an individual as an independent contractor, the person or employer shall
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1 be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than
2 fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines
3 permitted by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or
4 is engaging in a pattern or practice of willfully misclassifying individuals as independent
5 contractors, the person or employer shall be subject to a civil penalty of not less than ten thousand
6 dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation,
7 in addition to any other penalties or fines permitted by law. Cal. Lab. Code Section 226.8(c).

9 12. In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th
10 903, the Supreme Court developed the “ABC TEST” to determine whether an independent
11 contractor is an employee. Under the ABC TEST, a worker will be deemed to have been
12 “suffered or permitted to work,” and thus, an employee for wage order purposes, unless the
13 putative employer proves: (A) that the worker is free from the control and direction of the hiring
14 entity in connection with the performance of the work, both under the contract for the
15 performance of the work and in fact; (B) that the worker performs work that is outside the usual
16 course of the hiring entity’s business; and (C) that the worker is customarily engaged in an
17 independently established trade, occupation, or business of the same nature as the work
18 performed. Note that each of these requirements need to be met in order for the presumption that
19 a worker is an employee to be rebutted, and for a court to recognize that a worker has been
20 properly classified as an independent contractor.

22 13. Here, it is unequivocally clear that HOUSE DOCTOR PAINTING would not be able to
23 get past the second part of the test since Plaintiff and others, who were employed as painters,
24 were unequivocally doing work related to HOUSE DOCTOR PAINTING’s core business of
25 painting. As such, HOUSE DOCTOR PAINTING willfully misclassified Plaintiff and other
26 aggrieved employees as independent contractors. Moreover, there was plenty of control by
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1 HOUSE DOCTOR PAINTING as it related to Plaintiff's and other aggrieved employees'
2 schedules, working conditions, and work duties.

3 14. HOUSE DOCTOR PAINTING violated Labor Code § 1194, 1194.2, 1197, and 1197.1
4 because it failed to pay Plaintiff and other similarly situated aggrieved employees for all hours
5 worked, including the statutory minimum wage for all hours worked and for "off the clock"
6 work. This is so because HOUSE DOCTOR PAINTING had a company policy wherein they
7 would disproportionately round down the number of hours worked, resulting in "time shaving"
8 and further resulting in aggrieved employees not being paid for all hours worked. In fact, HOUSE
9 DOCTOR PAINTING did not even have a formal timekeeping policy and did keep track of all
10 hours worked, including the time it took for Plaintiff and others to drive to the job sites. Plaintiff
11 and others were not paid for the travel time and the drive time, even though they were under the
12 control of the employer. The latter is a minimum wage violation. Furthermore, as mentioned,
13 there was no formal timekeeping system and all work hours were rounded, which is not in line
14 with reality. Furthermore, employees such as Plaintiff would not even paid be fully paid for all
15 hours worked.
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18 15. Pursuant to California Industrial Welfare Commission Order No. 4/16-2001, Section
19 8(B), "When tools or equipment are required by the employer or are necessary to the
20 performance of a job, such tools and equipment shall be provided and maintained by the
21 employer, except that an employee whose wages are at least two (2) times the minimum wage
22 provided herein may be required to provide and maintain hand tools and equipment customarily
23 required by the trade or craft." HOUSE DOCTOR PAINTING unequivocally required its
24 employees, including painters like Plaintiff to provide their own hand tools for the performance
25 of their job duties. As such, HOUSE DOCTOR PAINTING violated the aforementioned IWC
26 Wage Order in that HOUSE DOCTOR PAINTING required its painters including Plaintiff, to
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1 provide and maintain hand tools and equipment customarily required by the trade but did NOT
2 compensate these employees at least two (2) times the minimum wage at all times.

3 16. Furthermore, HOUSE DOCTOR PAINTING was subject to the prevailing wage laws of
4 the State of California pursuant to Labor Code § 1771, regarding work undertaken on public
5 construction projects. Under Labor Code § 1771, the only legal wage which may be paid to
6 workers on public works projects is the prevailing wage. HOUSE DOCTOR PAINTING
7 compensated Plaintiff and other similarly situated aggrieved employees for their labor on public
8 improvement, or public works construction projects, at a rate of pay below the general prevailing
9 rate of per diem wages for work of a similar character in the locality in which the public work is
10 performed, and less than the general prevailing rate of per diem wages for holiday and overtime
11 work.
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14 17. HOUSE DOCTOR PAINTING was subject to the prevailing wage laws of the State of
15 California pursuant to Labor Code § 1774, regarding work undertaken on public construction
16 projects. HOUSE DOCTOR PAINTING violated Labor Code § 1774, because it paid its
17 employees, including Plaintiff, less than the specific prevailing rates of wages to all workmen
18 employed in the execution of the contract of the projects. Plaintiff and others similarly situated
19 worked on public works projects, especially for the State of California.
20

21 18. Due to the above “off the clock” violations, HOUSE DOCTOR PAINTING also
22 violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees
23 overtime compensation, even though they worked more than 8 hours per day, 12 hours per day,
24 and/or 40 hours per week throughout their employment. Plaintiff’s and other aggrieved
25 employees’ actual work hours entitled them to overtime compensation, however, HOUSE
26 DOCTOR PAINTING did not compensate its hourly, non-exempt employees with ANY amount
27 of overtime, despite the “off the clock” work and time shaving as described above. It did not
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1 matter that Plaintiff or others worked more than 8 hours per day. Overtime was simply not part
2 of the company policy, especially because Plaintiff and others were misclassified as independent
3 contractors. Furthermore, HOUSE DOCTOR PAINTING failed to include bonuses/incentive
4 payments in calculating employees' regular rate of pay for use in deciphering the correct
5 overtime rate of pay. Additionally, the incentive and bonus payments were also not factored into
6 employees' regular rate for purposes of receiving meal and rest break premiums per the Ferra v.
7 Loews case.

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9 19. HOUSE DOCTOR PAINTING also violated Labor Code § 226.7 and the appropriate
10 Industrial Welfare Commission Wage Order no. 4/16 because it failed to provide Plaintiff and
11 other similarly situated aggrieved employees with timely 10-minute rest periods for every four
12 hours of work, or majority portion thereof, throughout their employment. HOUSE DOCTOR
13 PAINTING did not completely relieve Plaintiff and others of all duty during said rest periods.
14 HOUSE DOCTOR PAINTING did not pay to Plaintiff and others one additional hour of pay at
15 Plaintiff's regular rate of compensation for each workday that one or more statutory rest periods
16 was not provided or was interrupted. Rest periods were also simply not part of the company
17 policy and were not enforced at all, especially since Plaintiff and others were misclassified as
18 1099 employees.

19
20 20. HOUSE DOCTOR PAINTING violated Labor Code §§ 512 and 226.7 and the
21 appropriate Industrial Welfare Commission Wage Order no. 4/16 because it failed to provide
22 hourly, non-exempt employees, including Plaintiff and others, the requisite 30-minute,
23 uninterrupted meal periods for every five (5) hours of work throughout their employment.
24 HOUSE DOCTOR PAINTING did not completely relieve Plaintiff and other employees of all
25 duty during said meal periods. HOUSE DOCTOR PAINTING did not pay to Plaintiff and its
26 hourly, non-exempt employees one additional hour of pay at their regular rate of compensation
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1 for each workday that one or more statutory meal periods was not provided. Plaintiff and the
2 hourly, non-exempt employees would not receive meal periods, much less meal periods that were
3 before the 5th hour worked that were actually uninterrupted. The latter was due to the workload
4 and due to being in a fast-paced work environment and in having to finish the painting jobs. In
5 addition, HOUSE DOCTOR PAINTING did not allow and enforce statutory meal periods
6 because Plaintiff and others were misclassified as independent contractors. Furthermore,
7 Plaintiff and others did not clock in and clock out for meal periods as there is no record of
8 Plaintiff even receiving a single statutory meal period throughout his employment.
9

10 21. Consequently, it was the normal practice and custom of HOUSE DOCTOR PAINTING
11 not to authorize, permit, and enforce timely, uninterrupted, statutory meal periods. If HOUSE
12 DOCTOR PAINTING had Plaintiff sign a meal period waiver, it would not be valid and
13 enforceable since Plaintiff and others generally worked more than a 6-hour shift. If HOUSE
14 DOCTOR PAINTING had Plaintiff sign an on-duty meal period agreement wherein Plaintiff
15 agreed to work through the meal periods, it would be invalid and unenforceable because the
16 nature of Plaintiff's job does not and did not prevent him from taking a meal period and the
17 company could have hired "breakers" to relieve Plaintiff of his job duties so that he can actually
18 take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement
19 did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff
20 and others did not always receive statutory, timely meal periods during their employment. To
21 the extent that HOUSE DOCTOR PAINTING argues that employees receive meal break
22 premium pay for missed meal periods, that argument is inconsequential for PAGA penalty
23 purposes since the PAGA penalties are for the violations themselves, irrespective of whether an
24 employee received the premium payment for a missed, short, or interrupted meal period.
25 In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give
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1 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
2 of pay.” *See Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
3 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
4 committed a violation even if the remedy for the violation has been paid. *See Wert v. U.S.*
5 *Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
6 and culture at HOUSE DOCTOR PAINTING was not conducive to receiving consistent, timely,
7 statutory meal breaks under California law. Moreover, any meal or rest break premiums paid
8 were not compensated at the weighted average regular rate, inclusive of bonuses and/or incentive
9 payments as well as overtime compensation.
10

11 22. Furthermore, during the relevant time period, and due to the above labor code violations,
12 HOUSE DOCTOR PAINTING failed to pay Plaintiff and other similarly situated aggrieved
13 employees all wages due to them within any time period specified by California Labor Code
14 section 204. HOUSE DOCTOR PAINTING was also in violation of California Labor Code
15 section 226(a) by failing to include pertinent information on the wage statements, including but
16 not limited to, the correct hourly rate, all hours worked, overtime hours worked, correct overtime
17 pay, gross wages earned, net wages earned, premium pay for missed meal and rest breaks, all
18 deductions, the correct start and end of the pay period, all employee identifying information, the
19 correct and complete name and address of the legal employer, and reimbursement for business
20 expenses, among others. In fact, Plaintiff and others did not receive any pay stubs at all as that
21 was not part of the company policy either. As such, HOUSE DOCTOR PAINTING did not
22 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
23 itemized wage statements.
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26 23. During the relevant time period, HOUSE DOCTOR PAINTING also failed to keep
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1 accurate and complete payroll records showing the actual hours worked per day and the wages
2 paid to Plaintiff and others pursuant to California Labor Code sections 1174(d).

3 24. HOUSE DOCTOR PAINTING also violated Labor Code § 203 because it willfully failed
4 to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon
5 separation of employment, either immediately upon involuntary termination, or within 72 hours
6 of resignation. These earned but unpaid wages include compensation for all hours worked,
7 including minimum wages, overtime compensation, and premium pay for missed meal and rest
8 breaks.
9

10 25. During the relevant time period, Plaintiff and other aggrieved employees incurred
11 necessary, business-related expenses and costs that were not reimbursed by HOUSE DOCTOR
12 PAINTING. These costs include, but are not limited to, uniforms, use of personal cell phones
13 for work purposes, use of personal vehicles without any mileage reimbursement, and use of
14 personal hand tools for work purposes. Accordingly, HOUSE DOCTOR PAINTING was in
15 violation of California Labor Code sections 2800 and 2802.
16

17 26. Moreover, HOUSE DOCTOR PAINTING failed to provide sick pay pursuant to Labor
18 Code section 246 and also failed to provide Worker's Compensation coverage for Plaintiff and
19 other aggrieved employees in violation of Labor Code Section 3700.5.
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21 27. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section
22 558 and has engaged in business practices which violate Business and Professions Code
23 Section 17200.
24

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

27 **(California Industrial Welfare Commission Order 4-2001/16-2001, California Code of**
28 **Regulations Title 8 Section 11040/11160, and California Labor Code Section 1198)**

1 **(Plaintiff against all named defendants and all DOE defendants)**

2 28. Plaintiff re-alleges and incorporates by reference each and every allegation in
3 paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth herein.
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5 29. At all times relevant herein, Defendants were required to compensate its employees for
6 all hours worked upon reporting for work at the appointed time stated by the employer
7 pursuant to Industrial Welfare Commission Order 4-2001/16-2001, California Code of
8 Regulations, Title 8, Section 11040/11160.

9 30. For the year preceding filing of this action, Defendants failed to compensate
10 Plaintiff for all hours worked.
11

12 31. Under the aforementioned wage order and regulations, Plaintiff is to recover
13 compensation for all hours worked but not paid by Defendants for the 3 years preceding the
14 filing of this Complaint.

15 32. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
16 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
17 this Court.

18 33. Defendants' conduct described herein violates Labor Code Section 512, 558, 1994 and
19 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
20 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
21 reasonable attorney's fees and costs of suit.
22

23 34. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
25 amount known to Plaintiff once he has obtained all of his payroll records from
26 Defendants.
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FAILURE TO PAY MINIMUM WAGES

(Plaintiff against all named defendants and all DOE defendants)

37. Pursuant to IWC Wage Order no. 4-2001 and/or 16-2001, subdivision 2, at all relevant times, “hours worked” included “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so...”

38. During his employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

39. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

1 40. For all hours worked by Plaintiff for which he was paid less than the minimum wage
2 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
3 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
4 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
5 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.
6

7 41. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.
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11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME**

13 **(California Industrial Welfare Commission Order 4-2001/16-2001, California Code of
14 Regulations Title 8 Section 11040/11160)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 42. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 41, inclusive, of this Complaint as though fully set forth herein. This
18 cause of action is brought by Plaintiff against all Defendants jointly and individually.

19 43. Pursuant to Industrial Welfare Commission Orders No. 4-2001/16-2001, California
20 Code of Regulations, Title 8, Section 11040/11160, for the period of Plaintiff's employment,
21 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
22 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
23 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
24 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
25 consecutive work day in a week.
26

27 44. Plaintiff was a non-exempt employee entitled to the protections of the California
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1 Industrial Welfare Commission Order No. 4-2001/16-2001, California Code of Regulations,
2 Title 8, Section 11040/11160.

3 45. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
4 single workweek on numerous occasions.

5 46. Plaintiff worked more than twelve (12) hours in a single workday.

6 47. Plaintiff was entitled to the above overtime premiums.

7 48. Defendants did not pay Plaintiff premium wages of at least one and one-half times
8 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.
9

10 49. Defendants did not pay Plaintiff premium wages of at least one and one-half times
11 Plaintiff's correct regular rate of pay for hours worked past forty (40) in a week.

12 50. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's correct
13 regular rate of pay for hours worked past twelve (12) in a day.

14 51. Plaintiff worked at least one pay period in which he was not properly paid the correct
15 amount of overtime within the three (3) years prior to the initiation of this lawsuit.
16

17 52. Defendants know or should know the actual dates of overtime worked, the amount of
18 overtime worked, and the amount of unpaid overtime due.

19 53. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
20 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
21 Court.

22 54. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
23 Regulations, Title 8, Section 11040/11160, Plaintiff is entitled to recover damages for the
24 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
25 reasonable attorney's fees and costs of suit.
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1 **FOURTH CAUSE OF ACTION**

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

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

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein. This
7 cause of action is brought by Plaintiff against all Defendants jointly and individually.

8 56. Labor Code section 226(a) requires employers provide employees with itemized wage
9 statements.
10

11 57. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked
12 and the applicable hourly rates.

13 58. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at
15 each hourly rate.
16

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

19 60. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
20 that accurately reflected all information required by Labor Code Section 226, including but not
21 limited to, gross wages earned, net wages earned, total hours worked by the employee, all
22 deductions, overtime hours and pay, premium pay for rest break and meal break violations, and
23 business expense reimbursement, among others. Therefore, Defendants failed to maintain and
24 provide accurate itemized wage statements to Plaintiff in accordance with California Labor
25 Code Section 226(a).
26

27 61. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
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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 1-year period immediately preceding the date this lawsuit was filed.

62. 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.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

63. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein. This cause of action is brought by Plaintiff against all Defendants jointly and individually.

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

65. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full amount of all owed wages when due as required by California Labor Code Section 204.

66. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all

1 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating
2 Plaintiff with premium pay for missed rest and meal breaks.

3 67. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
4 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
5 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
6 from Defendants' records or indirectly based on information from Defendants' records.
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8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO GIVE REST BREAKS**

10 **(Plaintiff against all named defendants and all DOE defendants)**

11 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein. This
13 cause of action is brought by Plaintiff against all Defendants jointly and individually.
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15 69. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 16 a. Title 8 of the California Code of Regulations Section 11040(12)(A)/11160(11)(A),
17 which provides that every employer shall authorize and permit all employees to
18 take rest periods, which insofar as practicable shall be in the middle of each work
19 period. The authorized rest period time shall be based on the total hours worked
20 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
21 thereof;
22
- 23 b. Title 8 of the California Code of Regulations Section 11040(12)(B)/11160(11)(B),
24 which provides that if an employer fails to provide an employee a rest period in
25 accordance with the applicable provisions of this order, the employer shall pay the
26 employee one (1) hour of pay at employee's regular rate of compensation for each
27 workday that the rest period is not provided;
28

- 1 c. Title 8 of the California Code of Regulations section 11040(20)(A)/11160(18)(A),
2 which penalizes the employer \$50.00 for each initial violation, per employee, of any
3 provision of the Wage Order, and \$100.00 for each additional violation thereafter
4 per employee; and
- 5 d. California Labor Code section 226.7, which states that (a) no employer shall require
6 any employee to work during any rest period mandated by an applicable order of
7 the Industrial Welfare Commission, and (b) if an employer fails to provide an
8 employee a rest period in accordance with an applicable order of the Industrial
9 Welfare Commission, the employer shall pay the employee one (1) additional hour
10 of pay at employee's regular rate of compensation for each work day that the rest
11 period is not provided.
12

13 70. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
14 break after every four (4) hours of work or major fraction thereof, as required by California
15 law.
16

17 71. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
18 regulations, and wage orders alleged in this cause of action along with any allowable interest,
19 penalties, attorney's fees and costs, in an amount to be proven at trial. Specifically, Plaintiff
20 prays for the foregoing moneys calculated from 3 years immediately preceding the filing of
21 this lawsuit.
22

23 72. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees
24 as well as interest under Labor Code section 218.6.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO GIVE MEAL BREAKS**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 73. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

3 74. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. California Labor Code section 512(a), which requires that employees be given a 30-
5 minute uninterrupted meal break after five (5) hours of work, and a second
6 uninterrupted meal break after ten (10) hours of work;
- 7 b. California Labor Code section 226.7, which states that (a) no employer shall require
8 any employee to work during any meal period mandated by an applicable order of
9 the Industrial Welfare Commission, and (b) if any employer fails to provide an
10 employee a meal period in accordance with an applicable order of the Industrial
11 Welfare Commission, the employer shall pay the employee one (1) additional hour
12 of pay at the employee's regular rate of compensation for each workday that the
13 meal period is not provided;
- 14 c. California Industrial Welfare Commission Order No. 4 and/or 16 section
15 11(B)/10(B), as codified under Title 8 of the California Code of Regulations
16 Section 11040 and/or 11160, which state that if an employer fails to provide an
17 employee a meal period in accordance with the applicable provisions of the Wage
18 Order, the employer shall pay the employee one (1) hour of pay at the employee's
19 regular rate of compensation for each workday that the meal period is not provided;
- 20 d. California Industrial Welfare Commission Wage Order No. 4 and/or 16 Section
21 7(A)(3)/6(A)(3), as codified under Title 8 of the California Code of Regulations
22 Section 11040 and/or 11160, which require an employer to maintain records
23 documenting its employees' meal periods;
- 24 e. California Industrial Welfare Commission wage order No. 4 and/or 16 Section
25
26
27
28

1 20(A)/18(A), as codified under California Code of Regulations Section 11040
2 and/or 11160, which penalizes the employer \$50.00 for each initial violation, per
3 employee, of any provision of the Wage Order, and \$100.00 for each additional
4 violation thereafter per employee; and

- 5 f. California Labor Code section 1171 and 1173, which have given the California
6 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
7 and/or 16) as enforceable law.
8

9 75. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
10 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
11 take a second relieved meal break after ten (10) hours of work, as required by California law.
12 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
13 4 and/or 16, as codified under California Code of Regulations Sections 11040 and/or 11160 et.
14 seq., require that employees receive uninterrupted meal periods every five (5) hours of
15 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
16 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
17 not require their employees to work through their meal periods. California Labor Code section
18 226.7 and California Code of Regulations section 11040 and/or 11160 require that if the
19 employer fails to provide the employee with an uninterrupted meal period, the employer must
20 pay the employee one (1) hour of pay for each work day that the meal period is not given.
21

22 76. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
26

27 77. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
28

1 fees as well as interest under Labor Code section 218.6.

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

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

7 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

8 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 78, inclusive, of this Complaint as thought fully set forth herein.

10 80. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties."

13 81. Beginning at least 3 years period to the filing of this complaint, in order to discharge
14 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
15 of completing his job duties, which were not reimbursed by Defendants. These expenses
16 include, but are not limited to, use of personal phones for business-related purposes, use of
17 personal vehicles without any mileage reimbursement, uniforms, and use of personal hand tools
18 for work purposes.

19 82. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
20 and attorney's fees and costs, under Labor Code section 2802.

21 **NINTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
24 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 1174, 1174.5,**
25 **1194, 1194.2, 1197, 1198, 1771, 1774, 2802, 3700.5)**

(Against All Named Defendants and all DOE Defendants)

83. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

84. Pursuant to law, Plaintiff provided the required written notice to the LWDA and Defendants of the specific violations of the California Labor Code that Defendants and DOE defendants have violated and continue to violate.

85. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

86. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

87. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

88. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violators and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for HOUSE DOCTOR PAINTING in the State of California during the relevant time period.

89. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks

1 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
2 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

3 90. Plaintiff therefore has exhausted all administrative remedies required of him under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendants' violations of the
6 Labor Code.

7 91. California Labor Code section 2699 et seq. imposes penalties upon culpable
8 Defendants for violating the Labor Code.

9 92. California Labor Code section 558 establishes a civil penalty as follows: Any
10 employer or other person action on behalf of an employer who violates, or causes to be violated,
11 a section of this chapter or any provision regulating hours and days of work in any order of the
12 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage
13 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for
14 each underpaid employee for each pay period for which the employee was underpaid ...; (2) for
15 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
16 period for which the employee was underpaid ...;

17 93. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
18 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
19 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

20 94. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
21 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
22 the following:

23 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
24 226.3, 226.7, 226.8, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 1771, 1774, 2802,
25 3700.5 via 2698 and 2699, and any other Labor Codes and Industrial Welfare Commission
26 Wage Order (Order Nos. 4/16) violated based on the facts alleged in this Complaint.

27 95. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
28

1 costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
2 Employees as alleged herein in an amount to be shown according to proof at trial and within the
3 jurisdictional limits of this Court.

4
5 **TENTH CAUSE OF ACTION**

6 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

7 **(California Labor Code Sections 201, 203)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 96. Plaintiff re-alleges and incorporates by reference each and every allegation in
10 paragraphs 1 through 95, inclusive, of this Complaint as though fully set forth herein.

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

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

16 99. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
17 without abatement or reduction, any wages of an employee whose employment ends, the wages
18 of the employee shall continue as a penalty from the due date at the same rate until paid or until
19 an action is commenced; however, the wages shall not continue for more than 30 days for
20 failure to pay an employee owed wages.
21

22 100. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
23 continue to refuse to pay her unpaid wages as required by Labor Code Section 203.
24

25 101. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
28

preceding the filing of this lawsuit.

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

103. 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.

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL RECORDS

(Plaintiff against all named Defendants and all DOE Defendants)

104. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 103, inclusive, of this Complaint as though fully set forth herein.

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

106. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times..." On information and belief, Defendants intentionally failed to provide Plaintiff with personnel records when requested by Plaintiff via letter on October 6, 2023, as required by law. Plaintiff requested his personnel records in accordance with California Labor Code section 1198.5(k) on October 6, 2023, via U.S. certified mail, return receipt requested.

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

1 108.Plaintiff seeks all available remedies for Defendants’ violations including, but not
2 limited penalties, and costs to the extent permitted by law and according to proof at trial.
3 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
4 amount of \$750.00, along with costs and attorney’s fees.

5 **TWELFTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE PAY RECORDS**

7 **(Plaintiff against all named Defendants and all DOE Defendants)**

8 109.Plaintiff re-alleges and incorporates by reference each and every allegation in
9 paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

10 110.Labor Code section 226 sub-section (b) dictates “an employer...shall afford
11 current and former employees the right to inspect or copy records pertaining to their
12 employment, upon reasonable request to the employer...”

13 111.Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer
14 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
15 pertaining to a current or former employee shall comply with the request as soon as practicable,
16 but no later than 21 calendar days from the date of the request.” On information and belief,
17 Defendants intentionally failed to provide Plaintiff with pay records when requested by Plaintiff
18 via certified letter, return receipt requested, on October 6, 2023, and as required by law. Plaintiff
19 requested his pay records in accordance with California Labor Code section 226 on October 6,
20 2023, via certified mail. Defendants failed to provide Plaintiff with an opportunity to inspect or
21 copy his pay records within 21 days.

22 112.As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
23 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
24 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
25 amount of \$750.00, along with costs and attorney’s fees.

26 113.Plaintiff seeks all available remedies for Defendants’ violations including, but
27 not limited penalties, and costs to the extent permitted by law and according to proof at trial.

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THIRTEENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200

(California Business and Professions Code Section 17200)

(Plaintiff against HOUSING DOCTOR PAINTING INC. and all DOE defendants)

114. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 113, inclusive, of this Complaint as though fully set forth herein.

115. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitute unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

116. Defendant's violations of the California labor laws and the Labor Code constitutes a business practice because it was done repeatedly over a significant period of time in a systematic manner that was detrimental to Plaintiff and other employees.

117. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as specifically provided in California Code of Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et seq.

118. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to multiple damages as specifically provided in California Business and Professions Code section 17200 et seq.

119. For the four years preceding the filing of this action, Plaintiff has suffered damages and request damages and/or restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as follows:

1. For compensatory damages including lost past and future wages, overtime, commissions, and all other sums of money, including employment benefits, together with interest on said amounts, and any other economic injury to Plaintiff, according to proof;
2. For special and consequential damages to the extent allowed by law;
3. For restitution and disgorgement for all unfair business practices by corporate Defendants against Plaintiff in an amount according to proof;
4. For an order enjoining corporate Defendants from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
5. For damages and penalties against Defendants under Labor Code sections 203 and 226 for Plaintiff in an amount subject to proof at trial;
6. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
7. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
8. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
9. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
10. For the imposition of civil penalties and/or statutory penalties;
11. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code, including section 2698, and/or other applicable laws; and

1 12. Costs and expenses of suit incurred herein;

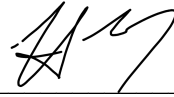
2 13. For all interest as allowed by law;

3 14. For such other and further relief as the Court deems just and proper.

4
5 DATED: January 8, 2024

MESSRELIAN LAW INC.

6
7 By



Harout Messrelian, Esq.

Attorneys for Plaintiff Noe Sandoval

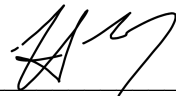
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10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

12
13 DATED: January 8, 2024

MESSRELIAN LAW INC.

14
15 By



Harout Messrelian, Esq.

Attorneys for Plaintiff Noe Sandoval