

Clerk of the Court by Deputy,
Merrell, Kimberly



Kevin A. Lipeles (Bar No. 244275)
Thomas H. Schelly (Bar No. 217285)
LIPELES LAW GROUP, APC
880 Apollo Street, Suite 336
El Segundo, California 90245
Telephone: (310) 322-2211
Fax: (310) 322-2252

Attorneys for Plaintiff,
LUIS GERMAN CARDENAS PALOMO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ**

LUIS GERMAN CARDENAS
PALOMO, an individual, on his own
behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

JA HOLDINGS, INC. DBA VALLEY
HAVEN, a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23CV02655

SECOND AMENDED COMPLAINT:

- 1. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE (Cal. Labor Code §§ 510, 511, 558, 1194, 1198);**
- 2. FAILURE TO PAY MINIMUM WAGES DUE (Cal. Labor Code §§ 1194, 1197, 1197.1, 1198);**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512);**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226);**
- 6. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION (Cal. Labor Code §§201-203);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**
- 8. FAILURE TO PAY FOR UNIFORMS AND MAINTENANCE ALLOWANCE (Cal. Labor Code § 2802);**
- 9. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and**

10. UNFAIR COMPETITION (Cal. Bus. & Prof.
Code §§17200 et seq.)
11. PRIVATE ATTORNEY GENERAL ACT
(PAGA)

DEMAND FOR A JURY TRIAL

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

11 LUIS GERMAN CARDENAS PALOMO (“Plaintiff”) alleges the following:

12 1. This is a class action brought under California law by an individual who was
13 employed by JA Holdings, Inc., dba Valley Haven (along with DOES 1 through 100,
14 collectively “Defendant”). Plaintiff brings this action on behalf of himself and others similarly
15 situated to recover wages from Defendant due to Defendant’s systematic failure to pay
16 overtime, minimum wage, failure to provide rest breaks (or pay the statutory compensation
17 due), failure to maintain records and to provide accurate itemized wage statements, failure to
18 pay wages on termination and/or resignation, failure to reimburse business expenses, failure to
19 pay for uniforms and maintenance thereof, and failure to allow inspection of employment
20 records.

21 2. Plaintiff has worked as an employee for Defendant’s retirement community in
22 Santa Cruz, California since on or about January 1, 2022 and until August 17, 2023, when he
23 was terminated. While working, Plaintiff and members of the Class were forced to endure
24 stressful and illegal workplace conditions created by Defendant’s efforts to maximize profits
25 and tightly control labor costs.

26 3. Plaintiff, like his co-workers whom Defendant also employed during the
27 applicable limitations period, spend their workdays as Caregivers and non-exempt hourly
28 employees, under illegal and highly regimented circumstances. That regimen results from

1 Defendant's insistence to strictly monitor and curtail labor costs, which Defendant
2 accomplishes by not paying for all labor costs by failing to: pay overtime, minimum wage, to
3 provide rest breaks (or pay the statutory compensation due), to maintain records and to provide
4 accurate itemized wage statements, to pay wages on termination and/or resignation, to
5 reimburse business expenses, to pay for uniforms and maintenance thereof, failing to allow
6 inspection of employment records and by using other unlawful stratagems to ensure that labor
7 costs remain artificially low.

8 4. Plaintiff brings this class action to recover, among other things, wages and
9 penalties from unpaid wages earned and due, including but not limited to, premium overtime
10 wages, minimum wages, missed rest break wages, wages due to discharged or quitting
11 employees, penalties for failure to maintain required records and to provide accurate itemized
12 wage statements, to pay wages on termination and/or resignation, reimbursement of business
13 expenses and pay for uniforms and maintenance thereof, interest, attorneys' fees, costs.

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

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

22 JURISDICTION AND VENUE

23 7. This Court has jurisdiction over this Complaint under Code of Civil Procedure
24 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business &*
25 *Professions Code* §§ 17200 *et seq.* Plaintiff Luis German Cardenas Palomo brings this
26 Complaint on his own behalf and on behalf of all persons in the Class as defined in paragraph
27 16 below.

28

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

THE PARTIES

PLAINTIFF

9. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Santa Cruz County, California;
- (b) Employed as a non-exempt hourly employee for Defendant JA Holdings, Inc., dba Valley Haven in Santa Cruz, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§ 510 and 1194 and the applicable Wage Orders;
- (d) Did not receive minimum wages required by *Labor Code* §§ 1194, 1197, 1197.1, 1198, and the applicable Wage Orders;
- (e) Did not receive the rest periods required by *Labor Code* § 266.7 and the applicable Wage Orders;
- (f) Did not receive accurate itemized wage statements as mandated by *Labor Code* § 226;
- (g) Was not paid wages on termination and/or resignation in violation of *Labor Code* §§ 201-203;
- (h) Did not receive reimbursement for business expenses as mandated by *Labor Code* § 2802;
- (i) Did not receive compensation for uniforms and maintenance thereof in violation of *Labor Code* § 2802; and
- (j) Was not allowed to inspect his employment records in violation of Cal. *Labor Code* § 1198.5.

1 **DEFENDANT**

2 10. Plaintiff is informed and believes, and based on that information and belief,
3 alleges, Defendant is, and at all times mentioned herein was:

- 4 (a) A California corporation, with a principal place of business at 2266
5 Chanticleer Avenue, Santa Cruz, California 95062. Defendant has been
6 authorized to do business and has been doing business in the County of
7 Santa Cruz;
- 8 (b) The former employer of Plaintiff and the current and former employer of
9 the putative Class members;
- 10 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 11 (d) Failed to pay Plaintiff and all putative Class members premium overtime
12 wages;
- 13 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- 14 (f) Failed to provide Plaintiff and all putative Class members with rest
15 periods, failed to provide Plaintiff and all putative Class Members with
16 accurate itemized wage statements;
- 17 (g) Failed to accurately maintain records;
- 18 (h) Did not properly pay wages on termination and/or resignation;
- 19 (i) Failed to reimburse business expenses;
- 20 (j) Failed to pay Plaintiff and all putative Class members for their uniforms
21 and maintenance thereof; and
- 22 (k) Failed to allow inspection of personnel records. Each of these was a
23 violation of the *Labor Code*.

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

1 12. Plaintiff is informed and believes, and based on that information and belief
2 alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which
3 reside in or are authorized to do, or are otherwise doing, business in the State of California.
4 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
5 conduct business in the County of Santa Cruz. Each of the Defendants DOES 1 through 100
6 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator,
7 alter ego and/or representative of one or more of the other Defendants named herein, and acting
8 with permission, authorization, and/or ratification and consent of the other Defendants.

9 13. Plaintiff is informed and believes, and based on that information and belief
10 alleges, that the Defendants named in this second amended complaint, including DOES 1
11 through 100, inclusive, are responsible in some manner for one or more of the events and
12 happenings that proximately caused the injuries and damages hereinafter alleged.

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

20 15. Plaintiff is informed and believes, and based on that information and belief
21 alleges, that the Defendant named in this second amended complaint, including DOES 1
22 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together
23 among themselves and entered into a combination and systemized campaign of activity to *inter*
24 *alia* damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in
25 derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the
26 Class, the acts being negligently and/or intentionally inflicted. Their conspiracy, and
27 Defendant's concerted actions, were such that, to Plaintiff's information and belief, and to all
28 appearances, Defendant, represented a unified body so that the actions of one Defendant were

1 accomplished in concert with, and with the knowledge, ratification, authorization, and approval
2 of each of the other Defendants.

3 **CLASS ALLEGATIONS**

4 **A. The Definition of the Class**

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

6 (a) “All current and former employees of Defendant in California who were
7 paid hourly at any time during the period commencing on the date that is
8 four (4) years prior to the filing of this Complaint and continuing through the
9 present date (the “Class Period”).”

10 (b) “All persons who were employees of Defendant in California who were paid
11 hourly and left the employ of Defendant at any time during the period
12 commencing on the date that is within one (1) year prior to the filing of this
13 Complaint and continuing through the present date (the “Class Period”).”

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

17 18. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
18 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
19 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
20 amend this Complaint once he completes and complies with the provisions under the law.

21 **B. Maintenance of the Action**

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

25 **C. The Class Requisites**

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

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

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

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

26 23. The Court should permit the action to be maintained as a class action under
27 *Code of Civil Procedure* § 382 because:
28

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

27 24. Plaintiff contemplates eventually issuing notice to the proposed Class Members
28 that would set forth the subject and nature of the action. The Defendant's own business records

1 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
2 any further notices may be required, Plaintiff would contemplate using additional media and/or
3 mailing.

4 5 **GENERAL ALLEGATIONS**

6 25. At all times material hereto, Defendant has been, and is, a retirement
7 community.

8 26. Plaintiff and members of the Class were employed as Caregivers and other non-
9 exempt hourly employees in California by Defendant at various times during the Class Period.

10 **THE CONDUCT**

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

13 28. Starting in or about 2022 and continuing through August 17, 2023, Defendant
14 employed Plaintiff as a Caregiver in Santa Cruz, California.

15 29. While employed by Defendant, Plaintiff was paid \$18.00 per hour.

16 30. The employment by Defendant of the Class Members, and each of them, is
17 governed by Industrial Welfare Commission Wage Order 5, which covers those persons
18 employed in the public housekeeping industry.

19 **FAILURE TO PAY OVERTIME/MINIMUM WAGES**

20 31. At all times during the relevant time period, Plaintiff and the Class routinely
21 worked schedules such that they were due pay at overtime time rates. During this period, it was
22 the practice and policy of Defendant to not pay employees overtime at appropriate overtime
23 rates. Monies for unpaid overtime remain due and owing.

24 32. Under California law, non-exempt employees as defined by the applicable Wage
25 Order are entitled to minimum wages. Plaintiff and the Class were not paid minimum wages.

26 33. At all times during the relevant time period, Plaintiff and the Class routinely
27 were required to perform compensable tasks pre-shift off-the-clock for which they did not
28 receive any compensation. Specifically, as part of the Class Members' employment, Defendant

1 required Plaintiff and the Class, to undergo COVID-19 temperature checks, before the start of
2 their shifts, off-the-clock. Specifically, Plaintiff was required to take his temperature before
3 being allowed to clock in for his shift. Only after such temperature checks was Plaintiff and the
4 Class, finally able to clock in for their shifts. As a result, and because they improperly treated
5 such pre-shift COVID-19 screening time as non-compensable, Defendant failed to compensate
6 Plaintiff and the Class overtime and minimum wages for such time.
7

8 **MEAL BREAKS NOT AFFORDED**

9
10 34. Plaintiff and the Class's meal breaks were routinely interrupted.

11 35. Defendant did not pay Plaintiff and Class members premium pay for meal break
12 violations.

13 **REST BREAKS NOT AFFORDED AND/OR INTERRUPTED**

14 36. Plaintiff and the Class were routinely not afforded any rest breaks.

15 **LACK OF EXPENSE REIMBURSEMENT**

16 37. Plaintiff and Class Members incurred out-of-pocket expenses relating to their
17 work such as cell phone and vehicle use, but were not reimbursed, therefore. Defendant did not
18 reimburse Plaintiff and members of the Class for these business-related expenses.

19 **FAILURE TO PAY FOR UNIFORMS AND MAINTENANCE THEREOF**

20 38. Defendant required Plaintiff and Class members to wear scrubs as uniforms but
21 did not reimburse them for purchase of the uniforms. Further, Plaintiff and Class members were
22 required to maintain their uniforms themselves.

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

24 39. Defendant failed to allow Plaintiff and Class members to timely inspect their
25 records and payroll files.

26 40. As a result of Defendant's failure to pay employees at required overtime time
27 rates, premium pay for missed rest breaks, the wage statements issued to the employees did not
28 comply with *Labor Code* §226 and the applicable California Industrial Welfare Commission

1 (“IWC”) Wage Order in that they did not accurately reflect all wages earned and due and
2 owing.

3 41. On November 8, 2023, Plaintiff sent correspondence via certified mail to
4 Defendant JA Holdings, Inc., dba Valley Haven advising of his and the class member
5 representation pursuant to the provisions of California Labor Code section 2699, *et seq.*

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME TIME**

8 **(Labor Code §§510, 558, 1194.3 By Plaintiffs Against Defendant and Does 1-100)**

9 42. Plaintiff and the Class reallege and incorporate by reference all of the allegations
10 set forth in this second amended complaint.

11 43. During Plaintiff’s entire employment with Defendant, pursuant to Cal. Lab.
12 Code §§200, 510, 1194, and 1198, and the applicable IWC Wage Order, Defendant was
13 required to compensate Plaintiff with premium pay for all overtime work, for hours worked in
14 excess of eight (8) hours per day and/or forty (40) hours per week.

15 44. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
16 who had not been paid overtime compensation could recover the unpaid balance of the full
17 amount of overtime wages due, including interest thereon, together with reasonable attorneys’
18 fees and costs of suit.

19 45. Pursuant to the applicable IWC Wage Order § 3, “Employment beyond eight (8)
20 hours in any workday is permissible provided the employee is compensated for such overtime
21 at not less than: (a) One and one-half (1 1/2) times the employee’s regular rate of pay for all
22 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
23 workday...

24 46. California Labor Code section 558 provides in pertinent part:

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

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

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

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

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

12 47. Plaintiff and Class Members were required to undergo Covid temperature
13 checks that were off-the-clock prior to clocking in for their shifts. Defendant failed to pay
14 Plaintiff and the Class for these off-the clock activities and as result thereof, Plaintiff and the
15 Class were not paid overtime that was due to them.

16 48. Throughout Plaintiff's employment, Defendant failed and refused to pay and
17 properly calculate overtime compensation to Plaintiff and members of the Class as required by
18 law.

19 49. The foregoing overtime compensation is owed and unpaid. As a direct and
20 proximate result of Defendant's failure and refusal to pay overtime compensation, Plaintiff and
21 Class Members suffered damages in an amount to be proven at trial.

22 50. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
23 counsel in order to enforce Plaintiff's rights to overtime, is entitled to recover Plaintiff's
24 attorneys' fees, costs and interest.

25 **SECOND CAUSE OF ACTION**

26 **FOR FAILURE TO PAY MINIMUM WAGES**

27 **(Labor Code §§ 1194, 1197, 1197.1, 1198, IWC Wage Order 5 By Plaintiffs Against**
28 **Defendant and Does 1-100)**

1 51. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this second amended complaint.

3 52. Labor Code § 1197 states the California requirement that employees must be
4 paid at least the minimum wage fixed by the Commission, and any payment of less than the
5 minimum wage is unlawful. Similarly, Labor Code § 1194 entitles "any employee receiving
6 less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of
7 the full amount of this minimum wage." IWC Wage Order 5-2001 also obligates employers to
8 pay each employee minimum wages for all hours worked. These minimum wage standards
9 apply to each hour employees worked for which they were not paid.

10 53. During the four years preceding the filing of this lawsuit, Defendant was
11 required to compensate Plaintiff and members of the Class at the minimum wage, but failed to
12 carry out its duties and responsibilities as an employer imposed under the laws and regulations
13 of the State of California by failing to pay Plaintiff a minimum wage as required by the Cal.
14 Lab. Code and/or IWC Wage Order No. 5. Specifically, Defendant committed the following
15 acts:

- 16 a. failing to pay overtime time.
- 17 b. failing to pay minimum wages;
- 18 c. failing to provide rest breaks as required by law;
- 19 d. failing to maintain records and provide accurate itemized wage
20 statements;
- 21 e. failing to pay wages on resignation or termination;
- 22 f. failing to reimburse business expenses;
- 23 g. failing to pay for uniforms and maintenance thereof;
- 24 h. failing to provide employment records; and
- 25 i. all other reasons to be discovered.

26 54. As a result of Defendant requiring Plaintiff and Class members to engage in off-
27 the-clock activities and never being afforded rest breaks, Plaintiff and members of the Class
28 were paid less than minimum wage.

55. Labor Code § 1194 provides, in part, that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorneys' fees, and costs of suit.

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

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

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

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(Failure to Provide Timely Off-Duty Meal Periods in Violation of IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiffs Against all Defendant and DOES 1 through 100)

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

1 60. California Labor Code §226.7(a) prohibits an employer from requiring an
2 employee to work during any meal period mandated by an applicable Industrial Wage Order.
3 Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an
4 employee to work during a meal or rest break or recovery period mandated pursuant to an
5 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
6 Commission..."

7 61. California Labor Code §1198 makes unlawful the employment of an employee
8 under conditions the IWC prohibits.

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

14 63. IWC Order No. 5-2001 (11)(c) further provides, in relevant part: "Unless the
15 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
16 considered an 'on duty' meal period and counted as time worked."

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

18 An employer may not employ an employee for a work period of more than five
19 hours per day without providing the employee with a meal period of not less
20 than 30-minutes, except that if the total work period per day of the employee is
21 no more than six hours, the meal period may be waived by mutual consent of
22 both the employer and employee. An employer may not employ an employee
23 for a work period of more than 10 hours per day without providing the
24 employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 12 hours, the second meal period may
be waived by mutual consent of the employer and the employee only if the first
meal period was not waived.

25 65. The Labor Code and Wage Order provisions cited above require California
26 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
27 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
28 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and

1 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
2 the fifth hour of their shifts.

3 66. As alleged herein, Plaintiff and the members of the Class were routinely not
4 afforded uninterrupted meal breaks at the direction of Defendant and/or with their endorsement,
5 encouragement, knowledge and acquiescence.

6 67. Defendant has a policy or practice of failing to ensure that Plaintiff and
7 members of the class take the meal periods as required by California Labor Code §226.7 and
8 IWC Wage Order No. 5-2001 §11.

9 68. Defendant failed to compensate these employees with at least minimum wage
10 rate for all time worked when employees did not receive a meal period.

11 69. By their actions in failing to afford Plaintiff and Class Members meal periods,
12 Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount
13 of one additional hour of pay at the employee's regular rate of compensation for each work
14 period during each day in which Defendant failed to provide employees with statutory timely
15 off-duty meal periods.

16 70. Defendant also has a policy or practice of failing to pay each of their employees
17 who was not provided with a meal period as required an additional one hour of compensation
18 at each employee's regular rate of pay. Alternatively, to the extent that Defendant did pay
19 Plaintiff and Class members premium pay for missed, late, and interrupted meal periods,
20 Defendants did not pay Plaintiff and Class members at the correct rate of pay for premium
21 wages because Defendants systematically failed to include all forms of compensation, such as
22 nondiscretionary bonuses and/or other forms of remuneration, in the regular rate of pay. As a
23 result, Defendant failed to provide Plaintiff and Class members compliant meal periods in
24 violation of California Labor Code sections 226.7, 512, and 516 and failed to pay the full meal
25 period premiums due.

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

72. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendant's violations of the California Labor Code and the applicable IWC Wage Orders.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

(Labor Code § 226.7 By Plaintiffs Against Defendant and Does 1 through 100)

73. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this second amended complaint.

74. Labor Code § 226.7 and the applicable Wage Order provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

75. Labor Code § 226.7 and the applicable Wage Order provide that if an employer fails to provide an employee with rest periods in accordance with those provisions, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the rest periods were not so provided.

76. Defendant has intentionally and improperly denied rest periods to Plaintiff and the Class in violation of Labor Code § 226.7 and the applicable Wage Order.

77. At all times relevant hereto, Plaintiff and members of the Class have worked 8 or more hours daily.

78. At all times relevant hereto, Defendant failed to provide rest periods as required by Labor Code § 226.7 and the applicable Wage Order. Plaintiff and Class members rest breaks were interrupted and/or not afforded. As a result, Defendant failed to provide Plaintiff and Class members compliant rest periods in violation of California Labor Code sections 226.7, 512, and 516 and failed to pay the full rest period premiums due.

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

5 **FIFTH CAUSE OF ACTION**

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

7 **ITEMIZED STATEMENTS**

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

9 80. Plaintiff and the Class reallege and incorporate by reference all of the allegations
10 set forth in this second amended complaint.

11 81. Pursuant to the applicable IWC Wage Orders, Defendant is/was the employer of
12 Plaintiff and the Class.

13 82. Pursuant to California Labor Code sections 226 and 1174, and the applicable
14 Wage Order section 7, Defendant is required to maintain and provide accurate records relating
15 to employee compensation including all formulas and production records used to calculate
16 wages due.

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

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

27 //

28 //

1 85. Notwithstanding these provisions. Defendant has engaged in a uniform practice
2 of refusing to maintain and provide the accurate records and wage statements required by
3 California law.

4 86. Throughout the Class Period, Defendant intentionally and knowingly provided
5 Plaintiff and other members of the Class with weekly itemized wage statements containing
6 inaccurate information regarding the wages earned by Plaintiff and members of the Class in
7 that the payments owed to Plaintiff and the members of the Class for overtime compensation,
8 untimely or missed rest periods, were not included in gross wages earned by Plaintiff and
9 members of the Class. Further, Defendant failed to furnish Plaintiff and the Class, upon
10 payment of wages, itemized statements accurately showing the number of hours worked and
11 the rates paid.

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

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

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

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

23 **SIXTH CAUSE OF ACTION**

24 **FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION**

25 **(Labor Code §§201-203 By Plaintiff Against Defendant and Does 1 through 100)**

26 91. Plaintiff and the Class reallege and incorporate by reference all of the allegations
27 set forth in this second amended complaint.
28

1 92. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
2 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
3 from employment, unpaid wages are due and payable within 72 hours of resignation.

4 93. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
5 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
6 paid, not to exceed thirty days.

7 94. Plaintiff and/or the Class were discharged and/or resigned from Defendant's
8 employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

9 95. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's
10 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

11 **SEVENTH CAUSE OF ACTION**

12 **REIMBURSEMENT OF BUSINESS EXPENSES**

13 **(Cal. Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

14 96. Plaintiff and the Class reallege and incorporate by reference all of the allegations
15 set forth in this second amended complaint.

16 97. Labor Code §2802 requires employers to indemnify employees for all necessary
17 expenditures incurred by employees in the discharge of their duties.

18 98. At all times relevant herein, Defendant was aware that Plaintiff and members of
19 the Class were incurring out-of-pocket expenses for business purposes but failed to indemnify
20 Plaintiff and members of the Class for all their business-related expenses, in accordance with
21 Labor Code §2802. Additionally, Plaintiff and members of the Class were required to drive
22 their personal vehicles on behalf of Defendant during work hours to drive to various houses to
23 render caregiving services and were not reimbursed by Defendant for their gas, mileage and
24 vehicle wear and tear expenses. Further, Plaintiff and Class members were required to use their
25 personal cell phones for emergencies and for contacting management but were not reimbursed
26 for such use by Defendant.

27 99. Defendant maintained a practice of not reimbursing Plaintiff and Class Members
28 for their work-related expenses that they incurred for work-related purposes.

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

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

EIGHTH CAUSE OF ACTION

FAILURE TO PAY FOR UNIFORM ALLOWANCE AND MAINTENANCE

(Cal. Labor Code § 2802 By Plaintiffs Against Defendant and Does 1 through 100)

102. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this second amended complaint.

103. Under California law, if an employer requires non-exempt employees to wear a uniform, the employer must pay for and maintain the uniform for the employee. Labor Code §2802.

104. In addition to the cost of the uniform, the employer must provide non-exempt employees with reasonable maintenance of the uniforms. The employer can either maintain the uniform itself or pay the employee a weekly maintenance allowance.

105. An employer may never impose a financial burden on employees, with respect to purchasing or maintaining clothing, which would reduce the employees' wage rate below the minimum wage.

106. Here, Defendant required Plaintiff and Class Members to purchase uniforms themselves and did not reimburse them, therefore. Further, Defendant did also not maintain the uniforms and did not reimburse Plaintiff and Class Members for maintaining the uniforms themselves.

107. Defendant failed to maintain the uniform, nor pay Plaintiff and Class members a weekly maintenance allowance.

//

//

108. As a proximate result of the aforementioned violations of § 2802, Plaintiff and Class members are entitled to recovery from Defendant for reimbursement of necessary expenditures including interest and attorneys' fees.

109. As a proximate result of the aforementioned violations of Labor Code § 2802, Plaintiff and Class members have been damaged in an amount according to proof at the time of trial.

NINTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Cal. Labor Code § 1198.5 By Plaintiffs against Defendant and Does 1 through 100)

110. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this second amended complaint.

111. California Labor Code Section 1198.5 provides:

(a) 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.

(b) 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, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, later than 30 calendar days from the date the employer receives the request...

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

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

1 112. Additionally, pursuant to the applicable Wage Order, at section 7 re: Records,
2 employers are required to keep accurate payroll records on each employee, and such records
3 must be made readily available for inspection by the employee upon reasonable request. The
4 employer must also maintain accurate production records.

5 113. On or about November 7, 2023, through his counsel, Plaintiff issued a written
6 request to Defendant for copies of his personnel records.

7 114. Under California Labor Code Sections 226, 432 and 1198.5, such records were
8 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
9 Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for
10 Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of his
11 records.

12 115. As a direct result and consequence of Defendant's failure and refusal to permit
13 Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or
14 decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a
15 result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory
16 penalty of \$750 based upon Defendant's violation of § 1198.5.

17 **TENTH CAUSE OF ACTION**

18 **FOR UNFAIR COMPETITION**

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

21 116. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this second amended complaint.

23 117. Pursuant to applicable IWC Wage Orders, Defendant was the employer of
24 Plaintiff and the Class. Defendant is also a "person" as that term is defined in Business &
25 Professions Code §17021.

26 118. The Business & Professions Code defines unfair competition as any unlawful,
27 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
28 described herein, Defendants have engaged in unfair and unlawful practices by failing to (1)

1 pay overtime time compensation; (2) pay minimum wage, (3) pay for rest periods not provided;
2 (4) pay wages due to discharged or quitting employees, (5) furnish Plaintiff and the Class with
3 accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial
4 Welfare Commission requirements, (6) reimburse business expenses, (7) pay for uniforms and
5 maintenance thereof, and (8) allow inspection of employment records, all in violation of
6 Business & Professions Code §§ 17200 et seq.

7 119. By and through the unfair and unlawful business practices described herein,
8 Defendant has obtained valuable property, money and services from the Plaintiff and the Class
9 and have deprived them of valuable rights and benefits guaranteed by law all to the detriment
10 of Plaintiff and the Class.

11 120. All the acts described herein are violations of, among other things, the Labor
12 Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of
13 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
14 thereby constitute unfair and unlawful business practices in violation of Business & Professions
15 Code §§ 17200 et seq.

16 121. Plaintiff and the Class are entitled to, and do, seek such relief as may be
17 necessary to restore to them the money and property which Defendant has acquired, or of
18 which Plaintiff and the Class have been deprived by means of the above-described unfair and
19 unlawful business practices.

20 122. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
21 above-described business practices are unfair and unlawful, and that injunctive relief should be
22 issued restraining Defendant from engaging in any of the above described unfair and unlawful
23 business practices in the future.

24 123. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
25 redress the injuries which they have suffered as a consequence of the unfair and unlawful
26 business practices of Defendant. As a result of the unfair and unlawful business practices
27 described above, Plaintiff and the Class have suffered and will continue to suffer irreparable
28 harm unless Defendant is restrained from continuing to engage in these unfair and unlawful

1 business practices. In addition, Defendant should be required to disgorge the unpaid moneys to
2 Plaintiff and the Class.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Damages Pursuant to Private Attorney General Act Against Employers)**

5
6 124. Plaintiff and the Class reallege and incorporate by reference all of the allegations
7 set forth in this Second Amended Complaint.

8 125. Plaintiff bring this action on her own behalf and on behalf of all current and
9 former employees of Defendants who were employed in California for the previous four years
10 seeking to recover unpaid wages, including but not limited to unpaid overtime, meal period
11 violations, and rest periods violations as set forth in this pleading.

12 126. On November 8, 2023, Plaintiff, pursuant to California Labor Code §§2699, et
13 seq., by and through Plaintiff's attorneys, uploaded a Private Attorney General Act ("PAGA")
14 claim to the State of California Labor and Workforce Development Agency ("LWDA") and
15 sent a letter via Certified Mail Return Receipt Requested to the defendant.

16 127. More than 65 days have passed since the above letter, and Plaintiff's counsel has
17 not received any notice from the LWDA stating an intention to prosecute Plaintiff's PAGA
18 claims.

19 128. Plaintiff has, therefore complied with the administrative exhaustion
20 requirements of PAGA.

21 129. Plaintiff seeks Labor Code penalties, attorney's fees, and costs, in an amount
22 according to proof at trial, as provided by the Labor Code Private Attorney General Act.

23 **PRAYER FOR RELIEF**

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

26 1. For compensatory damages in the amount of unpaid overtime due to Plaintiff
27 and Class Members, according to proof;

2. For compensatory damages in the amount of unpaid minimum wages due to Plaintiff and Class Members, according to proof;
3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a rest period was not provided;
4. For payment of unpaid wages in accordance with California labor and employment law;
5. For an award of consequential damages in Plaintiff and Class Members' favor and against Defendant, in an amount to be proven at trial;
6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
7. For payment to Plaintiff and Class Members of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
8. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
9. For compensatory damages in the amount of Plaintiff and Class Members' out of pocket expenses and/or reimbursement of monies incurred while performing Defendant's business-related duties plus interests, costs, and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
10. For compensatory damages in the amount of Plaintiff's out of pocket expenses for purchase of uniforms and maintenance thereof, plus interest, costs, and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);
11. For prejudgment interest accrued on all due and unpaid overtime and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according to proof;
12. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 203, 210, 552, 226.7, according to proof;

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

13. For statutory penalties pursuant to *Cal. Lab. Code* §§ 2699, *et seq.*;

14. For reasonable costs, including attorneys’ fees, in an amount according to proof pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5(1), 2802 and/or *Cal. Code of Civ. Proc.* §1021.5;

15. For an award of restitution of wages to Plaintiff and Class Members in an amount equal to the amount of wages owed and unpaid, according to proof;

16. For injunctive relief ordering the continuing unfair business acts and practices to cease, as the Court deems just and proper;

17. For other injunctive relief ordering Defendant to notify Plaintiff and Class Members that they have not been paid the proper amounts in accordance with California law;

18. For injunctive relief requiring Defendant to comply with Labor Code 1198.5(b)(1);

19. For punitive and exemplary damages in a sum to be determined at trial;

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

DEMAND FOR JURY TRIAL

Plaintiff Luis German Cardenas Palomo hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

Date: March 12, 2024

LIPELES LAW GROUP, APC

By: 

Kevin A. Lipeles
Thomas H. Schelly
Attorneys for Plaintiff
Luis German Cardenas Palomo