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BRANDON S. GONZALEZ CORNEJO

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BRANDON S. GONZALEZ CORNEJO,
an individual,

Plaintiff,

v.

VANKOO LOGISTICS, INC., a
California corporation, WILLIAM DOE,
an individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: **24STCV02714**

COMPLAINT FOR:

- 1. FAILURE TO PAY OVERTIME;**
- 2. FAILURE TO PROVIDE AND PAY FOR REST PERIODS NOT PROVIDED;**
- 3. FAILURE TO PROVIDE AND PAYFOR MEAL PERIODS NOT PROVIDED;**
- 4. INACCURATE WAGE STATEMENTS;**
- 5. FAILURE TO PAY MINIMUM WAGE AGAINST EMPLOYERS;**
- 6. WAITING TIME PENALTIES;**
- 7. WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE §98.6;**
- 8. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS;**
- 9. NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS;**
- 10. NEGLIGENT HIRING, RETENTION AND SUPERVISION**
- 11. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED; BUSINESS EXPENSES (Cal. Labor Code §2802); and**
- 12. VIOLATION OF UNFAIR COMPETITION LAW (Business and Professions Code §17200);**

AND DEMAND FOR JURY TRIAL

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Plaintiff BRANDON S. GONZALEZ CORNEJO hereby brings this Complaint and alleges as follows:

I. PARTIES

1. Plaintiff Brandon S. Gonzalez Cornejo is and, at all times relevant to the matters alleged herein, has been over the age of 18 and a resident of E. Nelson Ave, La Puente, California.

2. Plaintiff is informed and believes and thereon alleges that Defendant Vankoo Logistics, Inc. (“VLI” or “the Company”) is a corporation organized pursuant to the laws of the State of California, is authorized to do business and is doing business in the State of California.

1 3. Plaintiff is informed and believes and thereon alleges that Defendant VLI is a
2 California private entity, which operates one logistics company in the State of California.

3 4. Plaintiff is informed and believes and thereon alleges that Defendant William
4 DOE (“William”) is an individual who, at all times relevant to the matters alleged herein, has
5 been a resident of Los Angeles County, and was the "managing agent and/or “other person”
6 acting on behalf of the owner pursuant to California Labor Code § 558.1.

7 5. Defendants VLI, William and DOES 1 through 100 are sometimes collectively
8 referred to as “Defendants.”

9 6. Defendants VLI, and DOES 1 through 100 are sometimes collectively referred
10 to as “Employers.”

11 7. Plaintiff is ignorant of the true names and capacities of the defendants sued
12 herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these defendants by such
13 fictitious names and capacities. Plaintiff will amend this Complaint to show their true names
14 and capacities when they have been ascertained.

15 8. Plaintiff is informed and believes and thereon alleges that at all times relevant,
16 each of these fictitiously named DOE Defendants was an individual person who owned,
17 controlled, or managed the business for which Plaintiff worked and/or who directly or indirectly
18 exercised operational control over the wages, hours, and working conditions of Plaintiff. These
19 DOE Defendants held ownership, officer, director and/or executive positions with the
20 remaining Defendants, and acted on behalf of the remaining Defendants, which included
21 decision-making responsibility for, and establishment of, illegal payroll practices and policies
22 for Defendants which have damaged Plaintiff and others similarly situated. Therefore,
23 Employers are “employers” as a matter of law and personally liable on the causes of action
24 alleged herein pursuant to California wage and hour laws and regulations as alleged herein.

25 9. Plaintiff is informed and believes and thereon alleges that at least some of the
26 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons, corporations
27 or other business entities organized and existing under and by virtue of the laws of the State of
28 California, and are/were qualified to transact and conduct business in the State of California,

1 and did transact and conduct business in the State of California, and are thus subject to the
2 jurisdiction of the State of California. Specifically, said DOES 1 through 100 maintain offices,
3 operate businesses, employ persons, and conduct business in, and illegally pay employees by
4 illegal payroll practices and policies in the County of Los Angeles.

5 10. Plaintiff is informed and believes and thereon alleges, that at all times relevant
6 herein, Defendant William and DOES 1 through 100 were the agents, employees, and/or
7 servants, masters, or employers of Defendant VLI, and in doing the things herein alleged, were
8 acting within the course and scope of such agency or employment, and with the approval and
9 ratification of each of the other Defendants.

10 11. Plaintiff is informed and believes and thereon alleges that at all times relevant,
11 Employers established the wages, hours and other terms and conditions of Plaintiff's
12 employment to such a degree that Plaintiff was their employee.

13 12. An employer or other person acting on behalf of an employer, who violates, or
14 causes to be violated, a provision regulating minimum wages or hours and days of work in an
15 order of the Industrial Welfare Commission may be held liable as the employer for that
16 violation. (Lab. Code §558.1(a).) The term "other person acting on behalf of an employer" is
17 limited to a natural person who is an owner, director, officer, or managing agent of the
18 employer, and the term "managing agent" has the same meaning as in C.C.P. §3294(b). (Lab.
19 Code. §558.1(b).) 13. Plaintiff is further informed and believes, and thereon alleges, that each
20 of the fictitiously named Defendants aided and assisted the named Defendants in committing
21 the wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each.

22 **II. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 15. Starting in December 2022 and ending on October 10, 2023, Employers
24 employed Plaintiff as a Warehouse worker for Employers' business located in City of Industry,
25 California at an hourly rate of \$22.00.

26 16. At all times relevant herein, Industrial Welfare Commission ("IWC") Wage
27 Order No. 9 (8 Cal. Code Regs. § 11090), established minimum standards pertaining to wages,
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hours, and working conditions for all persons employed in the “Transportation Industry... whether paid on a time, piece rate, commission, or other basis.”

17. At all relevant times, Plaintiff was misclassified as an exempt employee. Plaintiff was not an exempt employee and is entitled to be paid for all hours worked and for all missed and/or interrupted rest and meal breaks.

18. Plaintiff routinely worked for an average of 15 hours per day and more than 50 hours of overtime per week and did not receive appropriate compensation for all the overtime hours worked.

19. At all relevant times during Plaintiff’s employment, Plaintiff was not permitted to take an uninterrupted 10-minute net rest break for every four hours worked, as mandated by Wage Order No. 9 of the Industrial Welfare Commission, nor to take an uninterrupted 30-minute meal period for every 5 hours worked, and a second uninterrupted 30-minute meal period for every 10 hours worked, as required by the Labor Code § 512.1(a). In all relevant times, Plaintiff was not paid for one regular hour of pay for each workday that such meal period or rest period was not provide, as required by the Labor Code § 512.1(c).

21. Throughout Plaintiff’s employment, Employers failed to provide Plaintiff with itemized wage statements that properly and accurately itemized the number of hours Plaintiff worked at the effective regular pay rates and the effective overtime pay rates.

22. Plaintiff continued to complain about Defendants’ non-payment of overtime pay and being required to work for an average of 15 hours a day, without meal breaks and rest periods. Finally, on October 10, 2023, Defendants terminated Plaintiff’s employment as retaliation for the above remarks to the management about his working conditions.

23. Upon termination of Plaintiff’s employment, Employers failed to pay Plaintiff with all accrued and unused vacation time and/or accrued and unused paid time off.

24. Plaintiff will amend this complaint to add a Private Attorney General Act cause of action when the statutory time to wait following the January 11, 2024 letter has passed.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Against Employers)

25. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

26. During Plaintiff's entire employment with Employers, pursuant to Cal. Lab. Code §§ 200, 510, 1194, and 1198, and IWC Wage Order No. 9, Employers were required to compensate Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight hours per day and/or 40 hours per week and for the first eight hours on the seventh consecutive day of any work week, and double time after 12 hours in any single workday and/or after eight hours on the seventh consecutive day of any work week.

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

28. Within at least the last year preceding the filing of this Complaint, Employers employed Plaintiff.

29. Throughout Plaintiff's employment, Employers failed and refused to pay and properly calculate overtime compensation to Plaintiff as required by law.

30. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Employers' failure and refusal to pay overtime, Plaintiff suffered damages in an amount to be proven at trial.

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

SECOND CAUSE OF ACTION

(Failure to Provide and Pay for Rest Periods Not Provided Against ALL DEFENDANTS)

32. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

33. Pursuant to Cal. Lab. Code § 226.7 and IW C Wage Order No. 9. Employers were required to authorize and permit employees such as Plaintiff to take rest periods, based upon the total hours worked at a rate of ten minutes net rest time for every four hours worked or major fraction thereof, with no deduction from wages.

1 34. During Plaintiff's employment, Employers failed and refused to authorize and
2 permit Plaintiff to take 10-minute rest periods for every four hours worked or major fraction
3 thereof, in violation of IWC Wage Order No. 9.

4 35. Employers further violated IWC Wage Order No. 9, and Cal. Lab. Code § 226.7
5 by failing to pay Plaintiff one hour of pay at the regular rate of pay for each rest period not
6 provided, and thus Plaintiff is owed compensation in an amount according to proof. This
7 amount remains owed and unpaid.

8 **THIRD CAUSE OF ACTION**

9 **(Failure to Provide and Pay for Meal Periods Not Provided Against All Defendants)**

10 36. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

11 37. Cal. Lab. Code § 512 and IWC Wage Order No. 9 generally require an employer
12 to provide a meal period of not less than 30 minutes for employees who work a period of more
13 than five hours per day, and a second meal period of not less than 30 minutes for employees
14 who work more than 12 hours per day.

15 38. Employers violated Labor Code § 512 and IWC Wage Order No. 9 by failing to
16 provide Plaintiff the requisite 30-minute meal periods required by law.

17 39. Employers further violated IWC Wage Order No. 9, and Labor Code § 226.7 by
18 failing to pay one hour of compensation to Plaintiff at the individual and regular rate of pay for
19 each work day that the meal period was not provided, in an amount according to proof. This
20 amount remains owed and unpaid.

21 **FOURTH CAUSE OF ACTION**

22 **(Inaccurate Wage Statement Against Employers)**

23 40. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

24 41. At all times relevant herein, Employers issued payroll statements to Plaintiff
25 which violated Cal. Lab. Code § 226(a), in that Employers failed to properly and accurately
26 itemize the number of hours Plaintiff worked at the effective regular pay rates and the effective
27 overtime pay rates. Upon information and belief, the incorrect payroll statements were a result
28 of Defendants' policy, practice and procedure, not due to clerical error.

42. Defendants knowingly and intentionally failed to comply with Cal. Lab. Code § 226(a), causing damage to Plaintiff. These damages, including but not limited to, costs expended in calculating the true hours worked, and the amount of employment taxes which were not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent pay periods, in an amount to be determined at trial, which shall not exceed the aggregate penalty of \$4,000.00, plus reasonable attorney's fees and costs, pursuant to Cal. Lab. Code § 226(e).

43. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus attorneys' fees and costs in obtaining the injunction, pursuant to Cal. Lab. Code §226(h).

FIFTH CAUSE OF ACTION

(Failure to Pay Minimum Wage Against Employers)

44. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

45. Pursuant to Cal. Lab. Code § 1197, it is unlawful to pay employees less than the mandated minimum wage.

46. During the ten months preceding the filing of this lawsuit, Employers were required to compensate Plaintiff at the minimum wage, but failed to carry out their duties and responsibilities as an employer imposed under the laws and regulations of the State of California by failing to pay Plaintiff a minimum wage as required by the Cal. Lab. Code and/or IWC Wage Order No. 9. Specifically, Employers committed the following acts:

- a. failed to pay for all hours worked;
- b. failed to provide rest breaks as required by law;
- c. failed to provide meal breaks as required by law;
- d. failed to record the time Plaintiff worked accurately; and
- e. all other reasons to be discovered.

47. Employers knowingly and willfully refused to perform their obligations to accurately compensate Plaintiff for all minimum wages earned and all hours worked. As a direct and proximate result of Employers' conduct, Plaintiff suffered, and continues to suffer,

substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Employers to fully perform their obligation under state law, all to their respective damage in amounts according to proof.

48. Therefore, pursuant to Cal. Lab. Code §§ 200, 203, 218.5, 226, 558, 1194, and 1194.2, Plaintiff is entitled to recover the unpaid balance of wages Employers owe Plaintiff, in an amount according to proof, plus interest, penalties, attorney's fees, expenses, and costs of suit.

49. Pursuant to Cal. Lab. Code §1194.2, Plaintiff is entitled to recover as liquidated damages an amount equal to the wages unlawfully unpaid in an amount according to proof and interest thereon.

SIXTH CAUSE OF ACTION

(Waiting Time Penalties Against Employers)

50. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

51. By willfully failing to pay Plaintiff separate amounts owed for overtime pay, and for rest and meal periods not provided, as set forth above, in a timely manner as required by Cal. Lab. Code §§ 201 & 202, Employers are liable to Plaintiff for the unpaid wages shall continue as penalties pursuant to Cal. Lab. Code § 203, in an amount according to proof, but not to exceed 30 days of Plaintiff's per diem wage rate.

SEVENTH CAUSE OF ACTION

(Wrongful Termination in Violation of Labor Code §98.6 Against Employers)

52. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

53. Plaintiff was Employers' employee as that term is defined and used pursuant to Cal. Lab. Code §2750, et seq., and Cal. Gov't. Code § 12940, et seq., and common law.

54. Labor Code §98.6 prohibits retaliation against employees or job applicants from filing a claim relating to rights under the jurisdiction of the Labor Commissioner or for otherwise exercising rights under the Labor Code.

55. Starting in 2023, Plaintiff demanded that Employers follow California Labor Law and that he be paid overtime pay, and the legally mandated meal and rest periods.

1 56. On January 11, 2024, Plaintiff filed a claim for unpaid wages with the State of
2 California Labor Commissioner's office in Los Angeles.

3 57. Employers illegally terminated Plaintiff from employment in retaliation for
4 exercising rights under the Labor Code.

5 58. As a proximate result of this wrongful termination in violation of Labor Code
6 §98.6, Plaintiff was caused to suffer, and continues to suffer, from humiliation, anxiety, severe
7 emotional distress, worry, and fear all to Plaintiff's general damage according to proof at the
8 time of trial, but in an amount according to proof.

9 59. As a further proximate result of this wrongful termination in violation of Labor
10 Code § 98.6, Plaintiff was caused to suffer special damages of lost wages according to proof at
11 the time of trial, but in an amount according to proof.

12 60. As an additional proximate result of Employers' wrongful reduction in
13 Plaintiff's hours, Plaintiff was caused to suffer special damages of lost wages according to
14 proof at the time of trial, but in an amount according to proof.

15 61. Pursuant to Cal. Lab. Code § 98.6(b)(3), Employers are also subject to a civil
16 penalty of up to \$10,000.00 per employee for each violation, based on Employers' adverse
17 actions as set forth above.

18 62. Plaintiff seeks an award of attorney's fees and costs pursuant to Gov't Code §
19 12965(b).

20 63. Employers did the things hereinabove alleged, intentionally, oppressively, and
21 maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in
22 Plaintiff's wrongful termination in violation of Labor Code § 98.6, were obnoxious, despicable,
23 and ought not to be suffered by any member of the community.

24 64. All actions of Employers were known, ratified and approved by the officers or
25 managing agents of Employers. Therefore, Plaintiff is entitled to punitive or exemplary
26 damages against the Employers in an amount to be determined at the time of trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Intentional Infliction of Emotional Distress Against All Defendants)**

3 65. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

4 66. Plaintiff is informed and believes, and thereon alleges, that Defendants' actions
5 were intentional, extreme, and outrageous.

6 67. Plaintiff is further informed and believes, and thereon alleges, that such actions
7 were done with the intent to cause serious emotional distress or with reckless disregard of the
8 probability of causing Plaintiff serious emotional distress.

9 68. As a direct, legal and proximate result of Defendants' actions, Plaintiff suffered
10 severe emotional distress which might have caused Plaintiff to sustain severe, serious and
11 permanent injuries Plaintiff's person, all to his damage, in an amount according to proof.

12 69. As a direct, legal and proximate result of Defendants' actions, Plaintiff may be
13 compelled to employ the services of hospitals, physicians and surgeons, nurses, and the like, to
14 care for and treat Plaintiff, and may incur future hospital, medical, professional and incidental
15 expenses, all to Plaintiff's damage in a sum to be shown according to proof.

16 70. As a direct, legal and proximate result of the aforesaid tortious conduct of
17 Defendants, Plaintiff may be prevented from engaging in his usual occupation, thereby
18 sustaining a loss of income, the duration and extent of which is as yet undetermined.

19 71. Defendants committed the acts herein alleged maliciously fraudulently, and
20 oppressively, and with reckless disregard for Plaintiff's rights. Conduct by the Defendants
21 amounted to malice and was earned out in a despicable, deliberate, cold, callous and intentional
22 manner, entitling Plaintiff to recover punitive damages from the Defendants in an amount
23 sufficient to deter such conduct in the future and according to proof.

24 **NINTH CAUSE OF ACTION**

25 **(Negligent Infliction of Emotional Distress Against Employers)**

26 72. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

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1 73. Employers owed Plaintiff a duty of care not to permit the above-described
2 actions, including but not limited to the wrongful termination and discrimination to which
3 Plaintiff was subjected for the entire duration of his employment.

4 74. Plaintiff was deprived of a timely good faith interactive process, discriminated
5 against and wrongfully terminated based at least in part in retaliation to opposition to and/or
6 demands for proper payment of wages, including but not limited to, overtime pay, meal periods,
7 and rest periods. Plaintiff was also deprived of his right to a timely, good faith interactive
8 process, and his right to be free from discrimination and retaliation based upon many illegal
9 reasons, including, but not limited to terminating his employment for complaining about wage
10 and hour violations.

11 75. Employers knew, or should have known, that their failure to exercise due care in
12 their actions would cause Plaintiff severe emotional distress.

13 76. As a direct, legal and proximate result of Employers' actions, Plaintiff suffered
14 severe emotional distress which might have caused Plaintiff to sustain severe, serious and
15 permanent injuries to his person, all to his damage in amount according to proof.

16 77. As a direct, legal and proximate result of Employers' aforesaid actions, Plaintiff
17 may be compelled to employ the services of hospitals, physicians and surgeons, nurses, and the
18 like, to care for and treat his medical condition, and may incur future hospital, medical,
19 professional and incidental expenses, all to his damage in an amount according to proof.

20 78. As a direct, legal and proximate result of the aforesaid tortious conduct of
21 Employers Plaintiff has been prevented from engaging in his usual occupation, thereby
22 sustaining a loss of income, the duration and extent of which is yet undetermined.

23 **TENTH CAUSE OF ACTION**

24 **(Negligent Hiring, Supervision, and Retention Against Employers)**

25 79. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

26 80. Upon information and belief, and at all times mentioned in this complaint,
27 Employers, when hiring employees who job duties entailed supervising, managing, and
28 administering subordinate employees and following California labor law and anti-

1 discrimination laws, failed to conduct an adequate background check into the prospective
2 employee's training and experience such that the people Employers hired were qualified or
3 competent to undertake the responsibilities required when working their respective job
4 positions.

5 81. Upon information and belief, and at all times mentioned in this complaint,
6 Employers failed to verify that the prospective employees' assertions that they had sufficient
7 education, training, and/or job experience and that their claimed experience, training, etc. was
8 true and accurate. Also, upon information and belief, Employers failed to make sure that the
9 prospective employees would be able to comply with California law, and they failed to make
10 sure that the prospective employees would not discriminate against, harass, etc. other
11 employees based upon asserting their rights under the Labor Code.

12 82. Upon information and belief and at all times mentioned in this complaint,
13 Employers failed to train, or at a minimum train properly, those employees who would be
14 responsible for supervising other employees such as Plaintiff. Employers failed to train their
15 respective employees in how to make sure that their managers and supervisors would follow
16 California law and that they would not discriminate, harass, etc. other employees based upon
17 their asserting their rights under the Labor Code.

18 83. Upon information and belief and at all times mentioned in this complaint,
19 Employers failed to discharge or terminate those employees who could not or would not follow
20 California law and who engaged in discriminatory conduct.

21 84. Employers breached their duty to exercise reasonable care and acted negligently
22 and carelessly in the hiring, training, supervision, and retention of their supervisors, managers,
23 or both by failing to give them proper training in following California law and refraining from
24 engaging in discriminatory conduct.

25 85. Consequently, Employers failed to take reasonable steps to protect Plaintiff from
26 being harassed and wrongfully terminated.

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1 86. As a direct and proximate result of Employers' actions and omissions,
2 individually and collectively, Plaintiff suffered and continues to suffer severe mental and
3 emotional anguish, depression, anxiety, and fear.

4 87. As a direct and proximate result of Employers' actions and omissions, Plaintiff
5 suffered severe and serious injury to his person, all to his damage in a sum within the
6 jurisdiction of this Court and in an amount to be shown according to proof.

7 **ELEVENTH CAUSE OF ACTION**

8 **(Failure to Reimburse Employees for Required Business Expenses**
9 **in Violation of Cal. Lab. Code § 2802 – By Plaintiff Against Employers)**

10 88. Plaintiff repeats and realleges each of the allegations set forth in this complaint.

11 89. Labor Code § 2802 requires employers to indemnify employees for all necessary
12 expenditures incurred by employees in the discharge of their duties.

13 90. At all times relevant herein, Employers were aware that Plaintiff was using his
14 personal vehicle for business-related travel, but failed to indemnify Plaintiff for all his business-
15 related expenses, including wear and tear expenses, in accordance with Labor Code § 2802.
16 Plaintiff is informed and believes and thereon alleges that at all relevant times, Employers
17 maintained a practice of not reimbursing Plaintiff for the mileage expenses that the latter
18 incurred in driving his own vehicle for work-related purposes.

19 91. Employers were also aware that Plaintiff used his mobile phone for business-
20 related purposes but failed to indemnify Plaintiff for these business-related expenses in
21 accordance with Labor Code § 2802.

22 92. As a result of Employers' conduct, Plaintiff suffered damages in an amount,
23 subject to proof, to the extent Plaintiff was not reimbursed for all of his business-related
24 expenses incurred in the discharge of his duties.

25 93. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover his unreimbursed
26 business expenses, reasonable attorneys' fees and costs of suit in an amount according to proof.

27 **TWELFTH CAUSE OF ACTION**

28 **(Unfair Competition Against Employers)**

- 1 94. Plaintiff repeats and realleges each of the allegations set forth in this complaint.
- 2 95. Cal. Bus. & Prof. §17200 *et seq.* prohibits acts of unfair competition, which shall
3 mean and include any “unlawful and unfair business practices.”
- 4 96. Defendants’ conduct as alleged herein has been and continues to be unfair,
5 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
6 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.
- 7 97. Plaintiff is a “person” within the meaning of Cal. Bus. & Prof. Code § 17204,
8 and therefore has standing to bring this suit for restitution.
- 9 98. The prompt payment of overtime is a fundamental public policy of the State of
10 California. It is also the public policy of this State to enforce minimum labor standards, to
11 ensure that employees are not required or permitted to work under substandard and unlawful
12 conditions, and to protect those employers who comply with the law from losing competitive
13 advantage to other employers who fail to comply with labor standards and requirements.
- 14 99. Through the conduct alleged herein, Defendants acted contrary to these public
15 policies and have thus engaged in unlawful and/or unfair business practices in violation of Cal.
16 Bus. & Prof. Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and privileges
17 guaranteed to employees under California law.
- 18 100. Defendants regularly and routinely violated the following statutes and
19 regulations with respect to Plaintiff:
- 20 a. Cal. Lab. Code §§ 510 and IWC Wage Order No. 9 as amended (failure to
21 pay overtime);
- 22 b. Cal. Lab. Code § 226 (failing to provide accurate wage statements to
23 employees at the time of payment);
- 24 c. Cal. Lab. Code §§ 201, 202 and 203 (failure to pay wages due on
25 termination);
- 26 d. Cal. Lab. Code §§ 226.7 and 512, and IWC Wage Order No. 9 (failure to
27 provide meal and rest periods);
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- e. Cal. Lab. Code § 218.5 and IWC Wage Order No. 9 (failure to compensate for all hours worked);
- f. Cal. Lab. Code § 1197 and IWC Wage Order No. 9 (failure to pay minimum wages);
- g. Cal. Lab Code § 98.6;
- h. Any other reason as yet to be discovered.

101. By engaging in these business practices, which are unfair business practices within the meaning of Cal. Bus. & Prof. Code §§ 17200 *et seq.*, Defendants harmed Plaintiff and gained an unfair competitive edge. Under Cal. Bus. & Prof. Code § 17203, Plaintiff is entitled to obtain restitution of these funds in an amount according to proof.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in Plaintiff's favor and against Defendants, and each of them, as follows:

1. Compensatory damages available in law and according to proof at trial;
2. General damages according to proof at the time of trial;
3. Special damages according to proof at the time of trial;
4. Payment to Plaintiff of all accrued vacation / PTO days in an amount according to proof; and
5. Penalties in an amount according to proof at trial, but not to exceed 30 days of Plaintiff's per diem wage rate.
6. Punitive or exemplary damages according to proof at the time of trial.
7. Civil penalty of up to \$10,000.00 per employee per violation.
8. Compensation for the emotional distress, pain, and suffering arising from the traumatic experience brought about by the Employer's failure to prevent discrimination, in an amount according to proof to be determined at trial;
9. Unreimbursed work-related expenses, according to proof at trial
10. Restitution to Plaintiff of all funds obtained from unfair business practices;

- 1 11. Specific relief enforcing waiting time penalties of 30 days of per diem wages
2 pursuant to Cal. Bus. & Prof. Code §17200 and Cal. Lab. Code §203, according
3 to proof, and
4 12. Such other and further relief as the Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

6 Plaintiff Brandon S. Gonzalez Cornejo demands trial by jury in this action of all issues
7 so triable.

8
9 LIPELES LAW GROUP, APC

10 Date: January 31, 2024

11 By: Molly E. Hoot
12 Molly E. Hoot, Esq.
13 Attorneys for Plaintiff,
14 BRANDON S. GONZALEZ CORNEJO