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David W. Slayton,
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By A. Munoz, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT

GUSTAVO YOCSALES,

Plaintiff,

vs.

RELIABLE GUTTERS AND PAINTING,
INC., a California corporation;
NEHORAYAN ENTERPRISES, LLC, a
limited liability company;
AMIR NEHORAYAN, an individual; and
DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: **24STCV17097**

) **COMPLAINT FOR DAMAGES:**

) **(1) FAILURE TO PAY MINIMUM WAGE,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* § 1197;**

) **(2) FAILURE TO PAY OVERTIME WAGES,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* § 510 & WAGE ORDER NO. 4;**

) **(3) FAILURE TO TIMELY PAY FINAL**
) **WAGES, VIOLATION OF CALIFORNIA**
) ***LABOR CODE* § 201;**

) **(4) FAILURE TO PROVIDE MEAL & REST**
) **PERIODS, VIOLATION OF**
) **CALIFORNIA *LABOR CODE* §§ 226.7,**
) **512, & WAGE ORDER NO. 4;**

) **(5) FAILURE TO INDEMNIFY FOR WORK-**
) **RELATED EXPENSES, VIOLATION OF**
) **CALIFORNIA *LABOR CODE* § 2802;**

) **(6) FAILURE TO PROVIDE ACCURATE**
) **ITEMIZED WAGE STATEMENTS,**
) **VIOLATION OF CALIFORNIA *LABOR***
) ***CODE* § 226;**

1) (7) FAILURE TO PROVIDE EMPLOYEE
2) PERSONNEL FILES, VIOLATION OF
3) CALIFORNIA LABOR CODE §§ 432,
4) 1198.5;
5)
6) (8) VIOLATION OF CALIFORNIA BUS. &
7) PROF. CODE §§ 17200 ET SEQ. FOR
8) UNFAIR BUSINESS PRACTICES;
9)
10) (9) PRIVATE ATTORNEYS GENERAL
11) ACT ("PAGA").
12)
13) JURY TRIAL DEMANDED

14 COMES NOW PLAINTIFF GUSTAVO YOCSALES (hereinafter referred to as
15 "YOCSALES" or "Plaintiff") and complains against the above-named Defendants and for causes of
16 action against the Defendants, and each of them, as follows:

17 **THE PARTIES**

18 1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or
19 domiciled in the County of Los Angeles, State of California.

20 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
21 Defendants RELIABLE GUTTERS AND PAINTING, INC., a California corporation, and
22 NEHORAYAN ENTERPRISES, LLC, a limited liability company (hereinafter collectively referred
23 to as "RELIABLE GUTTERS" and collectively with all other Defendants as "Defendants") were,
24 and now are, valid businesses of forms unknown, duly organized and existing under the laws of the
25 State of California, having their principal places of business in the County of Los Angeles, State of
26 California.

27 3. Plaintiff is informed and believes, and thereon alleges that the abovenamed Defendants are
an "integrated enterprise" under the law, thereby making them jointly liable for the conduct alleged
herein. Plaintiff is informed and believes, and thereon further alleges that there is centralized control
of labor relations between Defendants and an interrelation of operations.

4. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein,
Defendant AMIR NEHORAYAN (hereinafter referred to as "NEHORAYAN" and collectively

with all other Defendants as “Defendants”), was, and now is, an individual domiciled in the County of Los Angeles, State of California, and is/was a Manager, Officer, Shareholder, Director, Supervisor, Manager, Managing Agent, Owner, Principal, and/or Employee of Defendant Reliable Gutters.

5. California Labor Code Section 558.1 in relevant part declares:

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

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

6. Plaintiff is informed and believes, and thereon alleges that Defendant Nehorayan is a natural person and an owner, director, officer, and/or managing agent of Defendant Reliable Gutters, who directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Plaintiff and the Aggrieved Employees (as defined below). Therefore, he is liable to Plaintiff and the Aggrieved Employees for his violations of, or causing Defendants to violate, among other statutes and/or regulations, California Labor Code Sections 203, 226, 226.7, 1193.6, 1194, or 2802, and/or the applicable Wage Order pursuant to California Labor Code Section 558.1.

7. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to assert the true names and capacities of the fictitiously named Defendants when the same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as “DOES” herein is legally responsible for the events, happenings, acts, occurrences, indebtedness, damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

1 8. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named
2 herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of
3 the remaining Defendants and has acted within the course and scope of such agency and
4 employment, and with the permission and consent of the co-Defendants.

5 **JURISDICTION AND VENUE**

6 9. This Court has jurisdiction over the claims alleged herein. The relief requested is within the
7 jurisdiction of this Court.

8 10. Venue is proper in the County of Los Angeles. Defendants conduct business in the County
9 of Los Angeles and all of Plaintiff's employment was carried out in the County of Los Angeles.

10 11. All of the claims alleged herein arose in the County of Los Angeles.

11 12. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of
12 attorney's fees, interest, and costs.

13 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

14 13. Plaintiff started working as an installer and driver for Defendant Reliable Gutters beginning
15 in or around 2022. His employment ended in or around the end of May 2023. Plaintiff was
16 considered a full-time, non-exempt employee throughout his employment.

17 14. The "Aggrieved Employees" are all current and former California employees who worked
18 for Defendant Reliable Gutters during the relevant time period pursuant to California *Labor Code*
19 §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA").

20 15. It is Plaintiff's position that Defendant Reliable Gutters committed the following Labor Code
21 violations against Plaintiff and other similarly situated aggrieved employees.

22 16. Defendant Reliable Gutters did not compensate Plaintiff and other similarly situated
23 aggrieved employees with the minimum wages to which they were entitled for work performed and,
24 as such, did not compensate Plaintiff and other similarly situated aggrieved employees for all hours
25 worked at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197 and 1197.1.
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17. This is so because, as evidenced by the relevant wage statements and/or paycheck stubs, Defendant Reliable Gutters failed to compensate Plaintiff and other similarly situated aggrieved employees with the legally mandated minimum wage during the relevant time period, in direct violation of California *Labor Code* §§ 1197 et seq. Instead, Defendant Reliable Gutters compensated Plaintiff and other similarly situated aggrieved employees a set percentage of amounts earned by the company on a given work project. In doing so, Defendant Reliable Gutters failed to compensate Plaintiff and other similarly situated aggrieved employees with the legally required minimum wage for each hour worked.

18. Additionally, Plaintiff and other similarly situated aggrieved employees either did not receive their daily, legally mandated thirty-minute meal periods, did not receive them timely, and/or were not completely relieved and/or were routinely interrupted during their daily, legally mandated meal periods. As evidenced by the lack of any time records, Plaintiff and other similarly situated aggrieved employees were often required to continue performing their duties even during their meal periods, thereby resulting in Plaintiff and other similarly situated aggrieved employees not taking their meal periods, not taking them timely, and/or said meal periods being interrupted. Since Plaintiff was not duly compensated for the time he spent working during his meal periods, Defendant Reliable Gutters violated California's minimum wage laws.

19. As a further result of the violations alleged above, Defendant Reliable Gutters violated California *Labor Code* § 510, because it failed to compensate Plaintiff and other similarly situated aggrieved employees overtime compensation, even though they may have worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week. Plaintiff and other similarly situated aggrieved employees' actual work hours entitled them to overtime compensation (daily and/or weekly). However, they were not paid accurately and/or fully for their overtime hours. Moreover, incentive and/or bonus payments were not included in calculating Plaintiff and others' regular rate of pay for purposes of determining their correct overtime rate of pay.

20. Defendant Reliable Gutters also violated California *Labor Code* § 226.7 and the applicable Industrial Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. Defendant Reliable Gutters did not relieve Plaintiff and other similarly situated aggrieved employees of all their duties during said rest periods, instead directing them to continue working. Defendant Reliable Gutters did not pay Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory rest periods was not provided. It was not company policy and/or not part of the company culture for employees such as Plaintiff and other similarly situated aggrieved employees to take their daily rest breaks. Given the heavy workload and expectation for Plaintiff and other similarly situated aggrieved employees to timely complete their tasks, the culture at Reliable Gutters did not lend itself to the employees receiving statutory rest periods at which time they were relieved of all work duties. It was the normal practice and custom of Defendant Reliable Gutters not to authorize, permit, and/or enforce statutory rest periods. As such, the work environment and culture at Defendant Reliable Gutters was not conducive to receiving statutory rest breaks under California law.

21. Defendant Reliable Gutters also violated California *Labor Code* §§ 512 and 226.7 along with the applicable Industrial Welfare Commission Wage Order No. 4 because it failed to provide Plaintiff and other similarly situated aggrieved employees a thirty-minute, uninterrupted meal periods for every five (5) hours of work. As alleged above, Defendant Reliable Gutters either failed to provide a meal period timely or entirely, or it did not completely relieve Plaintiff and other similarly situated aggrieved employees of all duty during said meal periods. Defendant Reliable Gutters did not duly compensate Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory meal periods was not provided or was interrupted. In addition, meal periods were not consistently taken before the fifth hour worked, in further contravention of California law.

22. Additionally, during the relevant time period, Plaintiff and other similarly situated aggrieved employees incurred necessary, business-related expenses and costs that were not reimbursed by Defendant Reliable Gutters. These costs include, but are not limited to: the requirement to use a personal cellular phone for work-related purposes, and the requirement to use their own tools. Despite requiring Plaintiff and other similarly situated aggrieved employees to incur business-related costs and expenses, Defendant Reliable Gutters did not duly reimburse them. Accordingly, Defendant Reliable Gutters was in violation of California *Labor Code* §§ 2800 and 2802.

23. Furthermore, during the relevant time period, and as a result of the above violations, Defendant Reliable Gutters failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California *Labor Code* § 204.

24. Defendant Reliable Gutters was also in violation of California *Labor Code* § 226(a) by failing to timely provide and/or include pertinent information on Plaintiff and other similarly situated aggrieved employees' wage statements including, but not limited to the name and address of the legal entity that is the employer, all hours worked (minimum wage and overtime), gross wages earned, net wages earned, all applicable hourly rates, all deductions, and premium pay for the missed meal and rest periods, among other information.

25. During the relevant time period, Defendant Reliable Gutters also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and other similarly situated aggrieved employees pursuant to California *Labor Code* § 1174(d).

26. Defendant Reliable Gutters also violated California *Labor Code* § 203 because it willfully failed to pay to Plaintiff other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum wages, overtime compensation, premium pay for missed meal and rest periods, and reimbursement for the work-related expenses incurred.

27. Defendant Reliable Gutters also violated the California Healthy Workplace Healthy Families Act (California *Labor Code* §§ 246 et seq.) as it failed to provide Plaintiff and other similarly situated aggrieved employees with mandatory paid sick leave.

I.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wage

[Violation of California *Labor Code* § 1197 and IWC Wage Order No. 4]

Against All Defendants & DOES 1 Through 100, Inclusive

28. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

29. At all times relevant herein, Plaintiff was a non-exempt employee entitled to the legally mandated minimum wage for each regular hour he worked.

30. However, as herein alleged, Defendant Reliable Gutters failed to compensate him with the true, full, and/or correct minimum wage set forth and required by California *Labor Code* § 1197 and the Industrial Welfare Commission (“IWC”) Wage Order (No. 4) for each regular hour he worked.

31. As herein alleged, and as evidenced by the relevant wage statements and/or paycheck stubs, Defendant Reliable Gutters instead compensated Plaintiff a set percentage of amounts earned by the company on a given work project. However, in doing so, Defendant Reliable Gutters failed to compensate Plaintiff with the legally required minimum wage for each hour he worked.

32. Additionally, Plaintiff was required to continue performing his duties even during his meal periods, thereby resulting in Plaintiff not taking his meal periods, not taking them timely, and/or said meal periods being interrupted.

33. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by IWC Wage Order No. 4, Section 11(A), declares unless the employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be considered an “on duty” meal period and counted as hours worked, which must be compensated at the employee’s regular rate of pay.

34. As a result of the foregoing, Defendant Reliable Gutters was in violation of California *Labor Code* § 1197, which declares, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

35. As a result of Defendant Reliable Gutters’ failure to compensate Plaintiff with the legally required minimum wage, Plaintiff is entitled to recover in a civil action the unpaid balance of the full amount of minimum wage, including interest, reasonable attorney’s fees, and costs of suit pursuant to California *Labor Code* § 1194, which declares:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest, reasonable attorney’s fees, and costs of suit.

36. Plaintiff is also entitled to liquidated damages pursuant to California *Labor Code* § 1194.2(a).

37. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

38. As alleged above, as a “person acting on behalf of an employer” as contemplated by California *Labor Code* § 558.1, Defendant Nehorayan is also liable for the conduct alleged herein.

39. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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1 II.

2 **SECOND CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[California *Labor Code* § 510 and IWC Wage Order No. 4]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 40. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
7 Complaint as though duly set forth in full herein.

8 41. Defendant Reliable Gutters failed to compensate Plaintiff with the true, full, and/or correct
9 overtime compensation he was entitled to pursuant to California *Labor Code* § 510 and IWC Wage
10 Order No. 4.

11 42. Indeed, as a further result of its failure to duly compensate Plaintiff for each hour he worked,
12 as well as its failure to provide Plaintiff Code-compliant meal periods, Defendant Reliable Gutters
13 violated California *Labor Code* § 510, because it failed to compensate Plaintiff overtime
14 compensation, even though he worked more than 8 hours per day, 12 hours per day, and/or 40 hours
15 per week throughout his employment.

16 43. At all times herein relevant, the public policy of the State of California, as codified,
17 expressed, and mandated by California *Labor Code* § 510 and IWC Wage Order No. 4, Section
18 3(A), declares, “Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
19 one workday and any work in excess of 40 hours in any one workweek and the first eight hours
20 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
21 less than one and one-half times the regular rate of pay for an employee.”

22 44. As a result of Defendant Reliable Gutters’ failure to compensate Plaintiff with the true, full,
23 and/or correct amount of his earned overtime wages, Plaintiff is entitled to recover in a civil action
24 the unpaid balance of the overtime compensation, including interest, reasonable attorney’s fees, and
25 costs of suit pursuant to Cal. *Labor Code* § 1194, which declares:

26 Notwithstanding any agreement to work for a lesser wage, any employee receiving
27 less than the legal minimum wage or the legal overtime compensation applicable to

1 the employee is entitled to recover in a civil action the unpaid balance of the full
2 amount of this minimum wage or overtime compensation, including interest,
reasonable attorney's fees, and costs of suit.

3 45. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which
4 in relevant part declares, "In any action brought for the nonpayment of wages, fringe benefits, or
5 health and welfare or pension fund contributions, the court shall award reasonable attorney's fees
6 and costs to the prevailing party if any party to the action requests attorney's fees and costs upon
7 the initiation of the action."

8 46. As alleged above, as a "person acting on behalf of an employer" as contemplated by
9 California *Labor Code* § 558.1, Defendant Nehorayan is also liable for the conduct alleged herein.

10 47. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

11 **III.**

12 **THIRD CAUSE OF ACTION**

13 **Failure to Timely Pay Final Wages**

14 **[Violation of California *Labor Code* § 201]**

15 **Against All Defendants & DOES 1 Through 100, Inclusive**

16 48. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
17 Complaint as though duly set forth in full herein.

18 49. As herein alleged, Plaintiff's employment ended in or around the end of May 2023. However,
19 Defendant Reliable Gutters failed to compensate Plaintiff with the true, full, and/or correct amount
20 of his earned wages in accordance with California *Labor Code* § 201(a), which declares, "If an
21 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
22 payable immediately."

23 50. As a result of Defendant Reliable Gutters' failure to compensate Plaintiff with the true, full,
24 and/or correct amount his earned wages at the time of his separation, Plaintiff is entitled to the
25 remedies provided for by California *Labor Code* § 203(a), which declares, "If an employer willfully
26 fails to pay, without abatement or reduction, in accordance with [Section 201], any wages of an
27 employee who is discharged..., the wages of the employee shall continue as a penalty from the due

1 date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall
2 not continue for more than 30 days.”

3 51. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which
4 in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or
5 health and welfare or pension fund contributions, the court shall award reasonable attorney's fees
6 and costs to the prevailing party if any party to the action requests attorney's fees and costs upon
7 the initiation of the action.”

8 52. As alleged above, as a “person acting on behalf of an employer” as contemplated by
9 California *Labor Code* § 558.1, Defendant Nehorayan is also liable for the conduct alleged herein.

10 53. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

11 **IV.**

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Provide Meal and Rest Periods**

14 **[California *Labor Code* § 226.7, 512, and IWC Wage Order No. 4]**

15 **Against All Defendants & DOES 1 Through 100, Inclusive**

16 54. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
17 Complaint as though duly set forth in full herein.

18 55. Defendant Reliable Gutters failed to provide Plaintiff with his legally mandated rest periods
19 throughout his employment. As herein alleged, Defendant Reliable Gutters did not relieve Plaintiff
20 during said rest periods, instead directing and/or requiring him to continue working.

21 56. As herein alleged, Defendant Reliable Gutters also failed to provide Plaintiff daily, timely,
22 and/or uninterrupted meal periods.

23 57. At all times herein relevant, the public policy of the State of California, as codified,
24 expressed, and mandated by California *Labor Code* § 226.7(a), declares that no employer shall
25 require any employee to work during any meal or rest period mandated by an applicable order of the
26 IWC.

58. At all times herein, the public policy of the State of California, as codified, expressed, and mandated by IWC Wage Order No. 4, Section 12(a), requires that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

59. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by Cal. *Labor Code* § 512(a) and IWC Wage Order No. 4, Section 11(A), declares that an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the period may be waived by mutual consent of both the employer and employee.

60. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by IWC Wage Order No. 4, Section 11(A), also declares unless the employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be considered an “on duty” meal period and counted as hours worked, which must be compensated at the employee's regular rate of pay. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the employer and employee an on-the-job paid meal period is agreed to.

61. Moreover, at all times herein relevant, the public policy of the State of California declares that when an employee works for a work period of more than five hours, a meal period must be provided no later than the end of the employee's fifth hour of work, i.e., no later than the start of the employee's sixth hour of work.

62. California *Labor Code* § 226.7(b) and IWC Wage Order No. 4, Sections 11(B) and 12(B) declare that if an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the IWC, the employer shall pay the employee one additional hour of

1 pay at the employee's regular rate of compensation for each work day that the meal or rest period is
2 not provided.

3 63. As such, Plaintiff is entitled to one additional hour of pay at his regular rate of compensation
4 for each work day when a meal or rest period was not provided or was either interrupted and/or
5 untimely.

6 64. As a result of the acts of Defendant Reliable Gutters and DOES 1 through 100, and each of
7 them, Plaintiff is also entitled to compensation for each meal period where he was "on duty."

8 65. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which
9 in relevant part declares, "In any action brought for the nonpayment of wages, fringe benefits, or
10 health and welfare or pension fund contributions, the court shall award reasonable attorney's fees
11 and costs to the prevailing party if any party to the action requests attorney's fees and costs upon
12 the initiation of the action."

13 66. As alleged above, as a "person acting on behalf of an employer" as contemplated by
14 California *Labor Code* § 558.1, Defendant Nehorayan is also liable for the conduct alleged herein.

15 67. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

16 **V.**

17 **FIFTH CAUSE OF ACTION**

18 **Failure to Reimburse and Indemnify**

19 **[Violation of California *Labor Code* § 2802]**

20 **Against All Defendants & DOES 1 Through 100, Inclusive**

21 68. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
22 Complaint as though duly set forth in full herein.

23 69. Throughout his employment, Plaintiff incurred necessary, business-related expenses and
24 costs that were not reimbursed by Defendant Reliable Gutters. These costs include, but are not
25 limited to: the requirement to use a personal cellular phone for work-related purposes, and the
26 requirement to use how own tools.
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1 70. However, despite Plaintiff incurring necessary costs and/or charges for the direct
2 consequence of the discharge of his duties and Defendant Reliable Gutters' resultant duty to duly
3 reimburse and/or indemnify him, Defendant Reliable Gutters failed and/or refused to reimburse
4 Plaintiff for these work-related expenses, expenditures, and/or losses.

5 71. As such, Defendant Reliable Gutters was in violation of California *Labor Code* § 2802(a),
6 which declares, "An employer shall indemnify his or her employee for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
8 or her obedience to the directions of the employer, even though unlawful, unless the employee, at
9 the time of obeying the directions, believed them to be unlawful."

10 72. As a result of Defendant Reliable Gutters failure to indemnify Plaintiff for all necessary
11 expenditures or losses incurred by him in direct consequence of the discharge of his duties, Plaintiff
12 is entitled to attorney's fees, damages, and awards, with interest, pursuant to Cal. *Labor Code* §§
13 2802(b) and (c), which declare:

14 (b) All awards made by a court or by the Division of Labor Standards Enforcement
15 for reimbursement of necessary expenditures under this section shall carry interest
16 at the same rate as judgments in civil actions. Interest shall accrue from the date on
17 which the employee incurred the necessary expenditure or loss.

18 (c) For purposes of this section, the term "necessary expenditures or losses" shall
19 include all reasonable costs, including, but not limited to, attorney's fees incurred by
20 the employee enforcing the rights granted by this section.

21 73. As alleged above, as a "person acting on behalf of an employer" as contemplated by
22 California *Labor Code* § 558.1, Defendant Nehorayan is also liable for the conduct alleged herein.

23 74. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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1 VI.

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Provide Accurate Itemized Wage & Hour Statements**

4 **[California *Labor Code* § 226 et seq.]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 75. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
7 Complaint as though duly set forth in full herein.

8 76. On or about April 22, 2024, through his counsel of record, Plaintiff sent Defendant Reliable
9 Gutters a written request to inspect his wage statements.

10 77. At all times herein mentioned, the public policy of the State of California, as codified,
11 expressed, and mandated in California *Labor Code* § 226(b) declares that an employer that is
12 required by this code to keep the information required by subdivision (a) – including the hours
13 worked and wages earned – shall afford current and former employees the right to inspect or copy
14 records pertaining to their employment, upon reasonable request to the employer.

15 78. At all times herein mentioned, the public policy of the State of California, as codified,
16 expressed, and mandated in California *Labor Code* § 226(c) declares that an employer who receives
17 a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current
18 or former employee shall comply with the request as soon as practicable, but no later than 21
19 calendar days from the date of the request.

20 79. Defendant Reliable Gutters failed to abide by Section 226 as it failed to provide Plaintiff
21 with the opportunity to inspect said files after he made a written request.

22 80. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. *Labor Code* §
23 226(f), which declares:

24 A failure by an employer to permit a current or former employee to inspect or copy
25 records within the time set forth in subdivision (c) entitles the current or former
26 employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750)
27 penalty from the employer.

1 81. Additionally, by virtue of its alleged failure to compensate Plaintiff his earned and due wages
2 (regular and overtime), as well as its failure to duly compensate Plaintiff the meal and rest period
3 premiums to which he was entitled, Defendant Reliable Gutters failed to provide Plaintiff with
4 accurate itemized wage statements, in direct violation of California *Labor Code* § 226(a).

5 82. Indeed, despite committing the violations alleged herein, Defendant Reliable Gutters
6 nevertheless issued Plaintiff itemized wage statements purporting to be accurate.

7 83. At all times relevant herein, California *Labor Code* § 226(a) in relevant part declares:

8 An employer, semimonthly or at the time of each payment of wages, shall furnish to
9 his or her employee, either as a detachable part of the check, draft, or voucher paying
10 the employee's wages, or separately if wages are paid by personal check or cash, an
11 accurate itemized statement in writing showing (1) gross wages earned, (2) total
12 hours worked by the employee, except as provided in subdivision (j), (3) the number
13 of piece-rate units earned and any applicable piece rate if the employee is paid on a
14 piece-rate basis, (4) all deductions, provided that all deductions made on written
15 orders of the employee may be aggregated and shown as one item, (5) net wages
16 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
17 name of the employee and only the last four digits of his or her social security
18 number or an employee identification number other than a social security number,
19 (8) the name and address of the legal entity that is the employer and, if the employer
20 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
21 and address of the legal entity that secured the services of the employer, and (9) all
22 applicable hourly rates in effect during the pay period and the corresponding number
23 of hours worked at each hourly rate by the employee...

24 84. As a result of Reliable Gutters' failure to maintain proper and/or accurate records as required
25 by subdivision (a), Plaintiff is entitled to all the remedies, including costs and reasonable attorney's
26 fees, as provided for by California *Labor Code* § 226(e)(1), which declares, "An employee suffering
27 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000),
and is entitled to an award of costs and reasonable attorney's fees."

85. As alleged above, as a "person acting on behalf of an employer" as contemplated by
California *Labor Code* § 558.1, Defendant Nehorayan is also liable for the conduct alleged herein.

86. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

1 VII.

2 **SEVENTH CAUSE OF ACTION**

3 **Failure to Provide Employee Personnel Files**

4 **[California *Labor Code* §§ 432 and 1198.5]**

5 **Against Defendant Reliable Gutters & DOES 1 Through 100, Only**

6 87. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
7 Complaint as though duly set forth in full herein.

8 88. On or about April 22, 2024, through his counsel of record, Plaintiff sent Defendant Reliable
9 Gutters a written request to receive a copy of his employee personnel files and any instruments he
10 signed during his employment with Defendant Reliable Gutters.

11 89. California *Labor Code* § 432 declares that if an employee or applicant signs any instrument
12 relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument
13 upon request.

14 90. Further, California *Labor Code* § 1198.5(a) declares that every employee has the right to
15 inspect the personnel records that the employer maintains relating to the employee's performance or
16 to any grievance concerning the employee.

17 91. Defendant Reliable Gutters failed to abide by Section 1198.5(a) as it failed to provide
18 Plaintiff with the opportunity to inspect his personnel records after he made a request.

19 92. Defendant Reliable Gutters also failed to abide by Section 432 as it failed to provide Plaintiff
20 with a copy of any instruments he signed relating to the obtaining or holding of employment.

21 93. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. *Labor Code* §
22 1198.5(k), which declares:

23 If an employer fails to permit a current or former employee, or his or her
24 representative, to inspect or copy personnel records within the times specified in this
25 section, or times agreed to by mutual agreement as provided in this section, the
26 current or former employee or the Labor Commissioner may recover a penalty of
27 seven hundred fifty dollars (\$750) from the employer.

1 94. Plaintiff is also entitled to costs and attorney's fees for instituting this action pursuant to Cal.
2 *Labor Code* § 1198.5(l).

3 95. Plaintiff also prays for damages and remedies as this Court deems appropriate.

4 **VIII.**

5 **EIGHTH CAUSE OF ACTION**

6 **Violation of California *Business & Professions Code* §§ 17200 et seq.**

7 **Against Defendant Reliable Gutters & DOES 1 Through 100, Only**

8 96. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
9 Complaint as though duly set forth in full herein.

10 97. Defendant Reliable Gutters engaged in unfair, unlawful, fraudulent, deceptive, untrue,
11 and/or misleading business practices through the following, among others:

12 a) Defendant Reliable Gutters failed to compensate Plaintiff with the true, full, and/or
13 correct minimum wage for the regular hours he worked, in violation of Cal. *Labor Code* §
14 1197;

15 b) Defendant Reliable Gutters failed to compensate Plaintiff with the true, full, and/or
16 correct amount of his earned overtime wages, in violation of Cal. *Labor Code* § 510;

17 c) Defendant Reliable Gutters failed to compensate Plaintiff with the true, full, and/or
18 correct amount of his earned wages at the time of his separation, in violation of Cal. *Labor*
19 *Code* § 201;

20 d) Defendant Reliable Gutters failed to provide Plaintiff with the full allotment of his
21 daily meal and rest periods, failed to provide said meal and rest periods in accordance with
22 applicable timing requirements, and/or failed to provide uninterrupted meal and rest periods,
23 in violation of Cal. *Labor Code* §§ 226.7 and 512 and IWC Wage Order No. 4;

24 e) Defendant Reliable Gutters failed to reimburse Plaintiff for expenses he incurred in
25 the direct consequence of the discharge of his duties, in violation of Cal. *Labor Code* §
26 2802;

1 f) Defendant Reliable Gutters failed to provide Plaintiff with accurate itemized wage
2 statements, in violation of Cal. *Labor Code* § 226.

3 98. Through its alleged acts and/or omissions, Defendant Reliable Gutters engaged in unfair,
4 unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of
5 Cal. *Bus. & Prof. Code* §§ 17200 et seq., which prohibits conducting such business.

6 99. Defendant Reliable Gutters' willful and/or reckless conduct constituted unfair business
7 practices and acts as the harm to the general public outweighs any utility that its conduct may have
8 produced.

9 100. As a direct result of the conduct, acts, and omissions of Defendant Reliable Gutters and
10 DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to
11 be shown at the time of trial, together with prejudgment interest thereon from the time owed until
12 paid, all within an amount within the jurisdictional limits of this Court.

13 101. California *Bus. & Prof. Code* § 17205 provides, unless otherwise expressly provided, the
14 remedies or penalties provided by this chapter are cumulative to each other and to the remedies or
15 penalties available under all other laws of this state.

16 102. The acts of Defendant Reliable Gutters and DOES 1 through 100, and each of them, were
17 willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in willful and
18 conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by managerial
19 agents and employees of Defendant Reliable Gutters and DOES 1 through 100, and/or with their
20 express knowledge, consent, and ratification, thereby justifying the awarding of punitive and
21 exemplary damages in an amount to be determined at the time of trial pursuant to Cal. *Civil Code* §
22 3294(a) and (b).

23 103. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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IX.

NINTH CAUSE OF ACTION

Violation of the Private Attorneys General Act

[California *Labor Code* §§ 2698 et seq.]

Against All Defendants & DOES 1 through 100, Inclusive

104. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

105. Plaintiff provided the required written notice to the Labor & Workforce Development Agency (“LWDA”) and Defendants of the specific violations of the California Labor Code that Defendants and DOES 1-100 are alleged to have violated and continue to violate.

106. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA within 65 days of the postmark date of the notice to the LWDA.

107. Plaintiff has therefore exhausted all administrative remedies required of him under California *Labor Code* §§ 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.

108. Pursuant to California *Labor Code* § 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 Section 2699.3.

109. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and had the alleged violations committed against him and is therefore properly suited to represent the interests of other current and former employees who worked for Defendants in the State of California during the PAGA period.

110. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of Defendants' violations of the California Labor Code, as alleged herein.

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

112. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for the following: violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other Labor Codes and Wage Orders violated on the facts alleged in this Complaint.

113. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF GUSTAVO YOCSALES prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For damages, penalties, reasonable attorney's fees, and/or costs of suit against Defendants as provided for by California *Labor Code* §§ 1194 et seq.;

2. For all remedies, including attorney's fees and costs, against Defendants as provided for by California *Labor Code* § 218.5;

3. For all remedies against Defendants as provided for by California *Labor Code* § 203;

4. For all penalties against Defendants as provided for by California *Labor Code* § 226.7;

5. For damages, penalties, attorney's fees, and/or any other damages against Defendants as provided for by California *Labor Code* § 2802;

1 6. For such relief against Defendant Reliable Gutters as the Court deems appropriate pursuant
2 to Cal. *Bus. & Prof. Code* §§ 17200 et seq.;

3 7. For damages, penalties, reasonable attorney's fees, and costs of suit against Defendants as
4 provided for by Cal. *Labor Code* §§ 226(e), (f);

5 8. For damages, penalties, and/or reasonable attorney's fees, and costs of suit against Defendant
6 Reliable Gutters as provided for by Cal. *Labor Code* §§ 1198.5(k), (l);

7 9. For punitive and exemplary damages against Defendant Reliable Gutters, according to
8 proof, as provided for by California *Civil Code* § 3294(a) and (b).

9 10. For the imposition of civil penalties against Defendants;

10 11. For maximum civil penalties against Defendants available under California *Labor Code* §
11 2699 in a manner and amount authorized by that statute, as described more particularly herein and
12 representative PAGA claims;

13 12. For all costs and disbursements incurred in this suit;

14 13. For reasonable attorney's fees against Defendants where available by law, including but not
15 limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil*
16 *Procedure* § 1021.5, and/or other applicable laws; and

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

19 Dated: July 10, 2024

SEZGIN KHOUSADIAN LLP

20 By: Arthur Sezgin
21 ARTHUR SEZGIN, ESQ.
22 Attorneys for PLAINTIFF
23 GUSTAVO YOCSALES
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