

1 GUZMÁN & TOKAR LLP
2 MARCIA GUZMÁN, ESQ. (SBN 298859)
3 VICTORIA TOKAR, ESQ. (SBN 304308)
4 440 N. Barranca Avenue, Suite 1354
5 Covina, California 91723
6 Direct: (213) 347-4529
7 Facsimile: (213) 342-6329
8 Email: *service@guzmanandtokar.com*

9 *Attorney for Plaintiff Eduardo Carrizales Gaytan*
10 *and the Aggrieved Employees*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

EDUARDO CARRIZALES GAYTAN,
individually, and on behalf of all other
aggrieved employees,

Plaintiff,

v.

GIAMPOLINI & CO., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **25CV152715**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

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

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1 Plaintiff EDUARDO CARRIZALES GAYTAN (“Plaintiff,”) individually and on behalf of
2 all other aggrieved employees, brings this representative action against GIAMPOLINI & CO.
3 (“Defendant Giampolini”) and DOES 1 through 100 (Defendant Giampolini and Does 1 through 100
4 collectively “Defendants”) and alleges as follows: relating to systemic violations of California wage
5 and hour laws. Plaintiff makes the following allegations on information and belief, except as to those
6 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

7 **INTRODUCTION**

8 1. Defendants are engaged in specialty contracting services, including drywall
9 installation, commercial painting, and masonry restoration. Defendants operate a private, for-
10 profit company with headquarters in Emeryville, California.

11 3. As part of its business operations, Defendants implemented common unlawful
12 policies and practices that have resulted in systemic violations of California’s wage and hour laws.
13 These include: failure to provide lawful rest breaks; failure to pay overtime and minimum wages for
14 off-the-clock work; failure to indemnify necessary business expenses (such as daily parking costs);
15 failure to timely pay wages; and failure to furnish accurate wage statements and maintain required
16 payroll records. Defendants also terminated Plaintiff after he reported a workplace injury and
17 presented medical restrictions, further compounding the harm.

18 4. Defendants attempt to maximize profits by, among other methods, understaffing job
19 sites and pressuring employees to work continuously without relief, resulting in systematic rest
20 period violations.

21 5. As a result of these unlawful policies and practices, Plaintiff and other aggrieved
22 employees were routinely denied the ability to take duty-free rest breaks, required to perform unpaid
23 work before and after their scheduled shifts, and deprived of premium pay for missed rest periods.

24 6. Defendants have also failed to pay Plaintiff and other aggrieved employees proper
25 overtime wages due to off-the-clock work and improper calculation of the regular rate of pay.
26 Defendants knowingly turned a blind eye to work performed outside scheduled hours, including
27 sweeping, transporting drywall, and preparing worksites, without compensation.

7. Furthermore, Defendants failed to properly reimburse Plaintiff and other aggrieved employees for necessary business expenses. Plaintiff, for example, was required to pay daily parking costs of approximately nineteen dollars (\$19.00) per day. While partial reimbursement was later made, it was not properly processed through payroll, was not timely paid, and was not itemized on wage statements, in violation of California Labor Code §§ 2802 and 226.

8. This case involves all non-exempt aggrieved employees of Defendants who have worked for Defendants in the State of California during the applicable limitations period (“Statute of Limitations Period”). Hereinafter, these employees are referred to as “Aggrieved Employees.”

9. Plaintiff seeks to recover civil penalties for the Labor and Workforce Development Agency (“LWDA”), on behalf of himself and all other similarly situated Aggrieved Employees, under the California Private Attorneys General Act (“PAGA”) as a result of Defendants’ systemic violations of the law.

JURISDICTION AND VENUE

10. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and residents of, and/or regularly conduct business in, the State of California.

11. Venue is proper in this judicial district and in the County of Alameda, California because Plaintiff resides in Alameda County, Defendants maintain their corporate headquarters in Emeryville, California, and many of Defendants' unlawful actions and omissions, as alleged herein, occurred in Alameda County.

12. Defendants employed Plaintiff and other Aggrieved Employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other Aggrieved Employees.

13. The State of California, County of Alameda, has jurisdiction in this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil

1 Procedure, and Rules of Court. Thus, the State of California, Alameda County Superior Court
2 maintains the appropriate jurisdiction to hear this matter.

3 **THE PARTIES**

4 14. During the statute of limitations period, Plaintiff was employed by Defendants and
5 assigned to work in the County of Alameda and other Bay Area locations in the State of California.

6 15. Plaintiff is informed and believes, and thereon alleges, that Defendant Giampolini at
7 all times relevant hereto, was a company organized and existing under the laws of the State of
8 California and licensed to do business in the State of California during a portion of or all of the
9 Statute of Limitations Period.

10 16. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
11 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
12 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
13 manner responsible for the occurrences alleged herein, and that Plaintiff's and other Aggrieved
14 Employees' injuries and damages, as alleged herein, were proximately caused by the conduct of
15 such DOE defendants. Plaintiff will seek leave of Court to amend this Complaint to allege the true
16 names and capacities of such DOE defendants when ascertained.

17 17. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants
18 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
19 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are
20 legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the
21 employer and/or joint employer of Plaintiff and the other Aggrieved Employees.

22 18. Plaintiff is informed and believes, and based thereon alleges, that each of the
23 Defendants acted in all respects as the agent, servant, partner, joint venture, integrated enterprise,
24 employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the acts
25 mentioned below was acting, at least in part, within the course and scope of that authority as such
26 agent, proxy, servant, partner, joint venture, employee, managing agent, and/or principal with the
27 permission and consent of the above co-Defendants. Plaintiff also alleges that the acts of each
28 Defendants are legally attributable to the other Defendants.

1 19. Plaintiff is informed and believes, and based thereon alleges, that each of the
2 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
3 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
4 and was acting, at least in part, within the course and scope of such employment and agency, with
5 the express and implied permission, consent and knowledge, approval and/or ratification of the other
6 Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned,
7 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

8 20. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
9 the other Aggrieved Employees have suffered and continue to suffer penalties in amounts as yet
10 unascertained but subject to proof at trial and within the jurisdiction of this Court.

11 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

12 21. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
13 California Labor Code §§ 2698–2699.5, Plaintiff brings this action on behalf of himself and all other
14 Aggrieved Employees, i.e., current and former non-exempt employees of Defendants who are
15 California citizens and performed work for Defendants in the State of California at any time within
16 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise
17 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment
18 (“Statute of Limitations Period”).

19 22. On November 20, 2024, Plaintiff, through counsel, submitted written notice pursuant
20 to California Labor Code § 2699.3 to the California Labor and Workforce Development Agency
21 (“LWDA”) and to Defendants’ agent for service of process, identifying the specific provisions of the
22 California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and
23 theories to support the alleged violations. Plaintiff has not received any notice from the LWDA
24 indicating its intent to investigate. More than sixty-five (65) days have passed since the postmark
25 date of Plaintiff’s written notice. Accordingly, Plaintiff has complied with all requirements of
26 California Labor Code § 2699.3 and is authorized to commence this representative action under
27 PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Rest Breaks**

3 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

4 23. During the statute of limitations period, as part of Defendants' unlawful policies and
5 practices to minimize labor costs and maximize corporate profits, Defendants failed to authorize and
6 permit Plaintiff and other Aggrieved Employees to take rest breaks as required under California
7 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

8 24. Defendants routinely denied Plaintiff and Aggrieved Employees their required rest
9 periods. Instead of being provided duty-free ten (10) minute rest breaks, employees were told they
10 could leave work early on occasion. This practice does not comply with California law, which
11 requires that employees be relieved of all duties and authorized to take timely, uninterrupted rest
12 breaks during their shifts.

13 25. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC
14 Wage Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 et seq.,
15 by failing to pay Plaintiff and other Aggrieved Employees who were not provided with a rest break
16 one additional hour of compensation at the proper regular rate of pay for each workday that a rest
17 break was not provided.

18 **Failure to Pay Overtime Wages**

19 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

20 26. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
21 Order, Defendants are required to compensate Plaintiff and other Aggrieved Employees for all
22 overtime, calculated at one and one-half (1½) times the regular rate of pay for all hours worked in
23 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on
24 the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
25 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
26 consecutive day of work in any workweek.

27 27. Plaintiff and other Aggrieved Employees are current and former non-exempt
28 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the

1 applicable IWC Order. During the statute of limitations period, Defendants failed to compensate
2 Plaintiff and other Aggrieved Employees for all overtime hours worked by, among other methods:
3 Failing to pay overtime at one and one-half (1½) or double the regular rate of pay as required by law;
4 Requiring, permitting, or suffering employees to perform work off the clock before and after
5 scheduled shifts, including setting up and cleaning work areas, transporting drywall, and sweeping
6 job sites; Illegally rounding or manipulating time entries to the benefit of Defendants; and failing to
7 include all forms of compensation when calculating the regular rate of pay.

8 28. Defendants had actual or constructive knowledge that Plaintiff and other Aggrieved
9 Employees performed off-the-clock work but willfully failed to record or compensate it. Employees
10 were expected to arrive early to gain access to job sites and prepare materials before the start of their
11 paid shifts, and to remain after clocking out to finish cleanup or complete assigned tasks.

12 29. Defendants knowingly and willfully refused to compensate Plaintiff and other
13 Aggrieved Employees for all hours worked and all overtime wages earned, in violation of California
14 Labor Code §§ 510, 1194, and 1198, and § 3 of the applicable IWC Wage Order.

15 **Failure to Pay Minimum Wages**

16 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

17 30. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
18 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
19 period is unlawful.

20 31. During the statute of limitations period, the hourly rates for Plaintiff and other
21 Aggrieved Employees were at or near the California minimum wage. Defendants failed to pay Plaintiff
22 and other Aggrieved Employees minimum wages for all hours worked by requiring, permitting, or
23 suffering them to perform off-the-clock work without compensation. This included tasks such as
24 arriving early to prepare job sites, registering for site access before 6:00 a.m., transporting drywall and
25 materials, and performing cleanup duties after clocking out. Defendants also failed to accurately record
26 this time, resulting in the systematic underpayment of wages owed.

27 32. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197,
28 and § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations,

1 Plaintiff and other Aggrieved Employees have been damaged in an amount according to proof at trial.
2 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable
3 law, Plaintiff and other Aggrieved Employees are entitled to recover the unpaid balance of wages
4 owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

5 **Failure to Timely Pay Wages During Employment**

6 [Cal. Lab. Code § 204]

7 33. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
8 15th days of any calendar month, Defendants are required to pay its non-exempt employees between
9 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
10 204 also provides that for all labor performed between the 16th and last day of any calendar month,
11 Defendants are required to pay its non-exempt employees between the 1st and 10th day of the
12 following calendar month. In addition, California Labor Code § 204 provides that all wages earned
13 for labor in excess of the normal work period shall be paid no later than the payday of the next regular
14 payroll period.

15 34. During the statute of limitations period, Defendants knowingly and willfully failed to
16 timely pay Plaintiff and other Aggrieved Employees all wages earned for labor performed by the next
17 regular payroll period as required by California Labor Code § 204. This includes, but is not limited to,
18 compensation for rest-break premiums that were never issued, unpaid overtime for off-the-clock work,
19 and delayed reimbursement of necessary business expenses such as daily parking costs. Defendants'
20 unlawful payroll practices caused systematic underpayment and late payment of wages throughout the
21 applicable period.

22 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

23 [Cal. Lab. Code §§ 201 - 203]

24 35. Pursuant to California Labor Code §§ 201, 202, and 203, Defendants are required to
25 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
26 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
27 the time of discharge are due and payable immediately.

28 36. Furthermore, pursuant to California Labor Code § 202, Defendants are required to

1 pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee
2 quits his or her employment, unless the employee provided seventy-two (72) hours' previous notice
3 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
4 of quitting.

5 37. California Labor Code § 203 provides that if an employer willfully fails to pay, in
6 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
7 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
8 employee at the same rate for up to thirty (30) workdays.

9 38. During the statute of limitations period, Defendants willfully failed to pay accrued
10 wages and other compensation to Plaintiff and other Aggrieved Employees in accordance with
11 California Labor Code §§ 201 and 202. Defendants lacked and continue to lack adequate policies or
12 procedures to ensure that employees receive their final paychecks within the timeframes required by
13 California law. Specifically, upon termination, Plaintiff was not paid all wages owed for overtime
14 hours worked, off-the-clock work, and unpaid rest-break premiums. Defendants' failure to provide
15 these earned wages at the time of discharge constitutes a willful violation of California Labor Code
16 §§ 201–203.

17 **Failure to Furnish Accurate Itemized Wage Statements**

18 **[Cal. Lab. Code §§ 226(a); 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]**

19 39. During the statute of limitations period, Defendants routinely failed to provide Plaintiff
20 and other Aggrieved Employees with timely and accurate itemized wage statements. Defendants' pay
21 stubs violate Labor Code § 226 on their face by, among other things, failing to state the correct name
22 and address of the legal entity that employed Plaintiff and the Aggrieved Employees, and failing to
23 include all hours worked and all applicable rates of pay. Defendants also failed to include on wage
24 statements any compensation for missed rest-break premiums or reimbursements for necessary
25 business expenses, such as daily parking costs, which were handled informally and not processed
26 through payroll.

27 40. In order to conceal its wage and hour violations, Defendants knowingly and
28 intentionally failed to provide Plaintiff and other Aggrieved Employees with timely and accurate

1 itemized wage statements in accordance with Labor Code § 226(a) and § 7 of the applicable IWC
2 Wage Order. These omissions deprived employees of transparency regarding their total hours worked,
3 rates of pay, and reimbursements owed.

4 41. Plaintiff and other Aggrieved Employees suffered injury as a result of Defendants'
5 failure to provide accurate wage statements. The absence of complete information prevented them
6 from discovering the scope and extent of Defendants' violations of California wage and hour laws,
7 and from determining the gross wages earned, the total hours worked, all deductions made, the net
8 wages earned, the legal name and address of the employer, all applicable hourly rates in effect during
9 each pay period, and the corresponding number of hours worked at each rate.

10 **Failure to Maintain Required Records**

11 **[Cal. Lab. Code §§ 226(a), 248.2, 248.6, 1174(d); § 7 of the Applicable IWC Wage Order]**

12 42. During the statute of limitations period, as part of Defendants' unlawful payroll
13 policies and practices to deprive Plaintiff and other Aggrieved Employees of all wages earned and
14 due, Defendants knowingly and intentionally failed to maintain accurate payroll and time records as
15 required under California Labor Code §§ 226(a) and 1174(d), and § 7 of the applicable IWC Wage
16 Order.

17 43. Defendants failed to maintain accurate records of total daily and weekly hours
18 worked by each employee, applicable rates of pay, all deductions, rest-break premiums, and
19 reimbursements owed for necessary business expenses such as daily parking costs. Defendants also
20 failed to maintain accurate time records showing when each employee began and ended each work
21 period, instead recording only scheduled hours rather than actual hours worked.

22 44. Defendants had knowledge that its non-exempt employees were performing off-the-
23 clock work and were not being provided duty-free rest breaks, yet knowingly failed to record such
24 time or to reflect corresponding compensation in payroll records or wage statements. Defendants'
25 actions constitute violations of California Labor Code §§ 226(a) and 1174(d), and § 7 of the
26 applicable IWC Wage Order.

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1 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

2 **[Cal. Lab. Code § 2802]**

3 45. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
4 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
5 or her duties, or of his or her obedience to the directions of the employer.

6 46. During the statute of limitations period, and in violation of Labor Code § 2802,
7 Defendants failed to properly indemnify Plaintiff and other Aggrieved Employees for necessary business
8 expenses incurred in direct consequence of performing their work duties. Specifically, Plaintiff was
9 required to pay daily parking expenses of approximately nineteen dollars (\$19.00) per day to access
10 assigned worksites. Although Defendants later reimbursed some of these expenses, the reimbursements
11 were not timely, were not processed through payroll, were not taxed in accordance with law, and were
12 not reflected on Plaintiff's wage statements.

13 47. Defendants' failure to timely and accurately reimburse these expenses constitutes a
14 violation of California Labor Code § 2802 and demonstrates Defendants' broader pattern of failing to
15 maintain accurate wage and reimbursement records in violation of California Labor Code §§ 226(a) and
16 1174(d).

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

19 **[Cal. Lab. Code § 2698 *et seq.*]**

20 (On behalf of Plaintiff against Defendant Giampolini and Does 1 through 100)

21 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 48.

23 49. Plaintiff is an "Aggrieved Employee" within the meaning of California Labor Code §
24 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
25 former non-exempt employees of Defendants pursuant to the procedures specified in Labor Code §
26 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged California
27 Labor Code violations was committed against Plaintiff during the statute of limitations period.

28 50. Plaintiff seeks to recover civil penalties through a representative action permitted by

1 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
2 class certification is not required.

3 51. A plaintiff has standing to represent all Aggrieved Employees for all of her asserted
4 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
5 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
6 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).

7 52. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
8 penalties from Defendants in a representative action for the violations set forth above, including but
9 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 248.6,
10 510, 512, 1174(d), 1194, 1197, and 1198.

11 53. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
12 for Defendants’ violations of California Labor Code provisions for which a civil penalty is
13 specifically provided, including but not limited to, the following:

14 a. Pursuant to California Labor Code § 210, for violations of California Labor Code §
15 204, Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for
16 the initial violation for each failure to pay each employee, and two hundred dollars (\$200)
17 per employee for violations in subsequent pay periods.

18 b. Pursuant to California Labor Code § 226.3, for violations of California Labor Code §
19 226(a), Defendants are subject to a civil penalty in the amount of two hundred and fifty
20 dollars (\$250) per Aggrieved Employee for the initial pay period where a violation occurs
21 and one thousand dollars (\$1,000) per Aggrieved Employee for violations in subsequent pay
22 periods.

23 c. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code
24 § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).

25 d. Pursuant to California Labor Code § 1197.1, an employer who pays or causes to be
26 paid to any employee a wage less than the minimum fixed by an order of the commission,
27 shall be subject to a civil penalty as follows: for any initial violation that is intentionally
28 committed, one hundred dollars (\$100) for each underpaid employee for each pay period for

1 which the employee is underpaid; and for each subsequent violation of the same offense, two
2 hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the
3 employee is underpaid regardless of whether the initial violation was intentionally
4 committed.

5 54. California Labor Code § 2699(f) provides that for all California Labor Code
6 violations for which a civil penalty is not specifically provided, the following civil penalties are
7 established: one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial
8 violation and two hundred dollars (\$200) for each Aggrieved Employee per pay period for each
9 subsequent violation.

10 55. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)
11 for Defendants' violations of California Labor Code provisions for which a civil penalty is not
12 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,
13 1194, 1197, and 1198.

14 56. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
15 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays
18 for relief against Defendants, as follows:

- 19 1. For civil penalties according to proof;
- 20 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),
21 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for
22 attorneys' fees and costs; and
- 23 3. For such further relief that the Court may deem just and proper.

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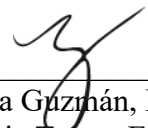
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1 Dated: November 3, 2025

GUZMÁN & TOKAR LLP

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3 By: 
4 Marcia Guzmán, Esq.
5 Victoria Tokar, Esq.
6 *Attorney for Plaintiff Eduardo*
7 *Carrizales Gaytan*
8 *and the Aggrieved Employees*
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