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MANUEL A. JAIME GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

MANUEL A. JAIME GONZALEZ, an  
individual,

Plaintiff,

vs.

UNIFIED SECURITY SERVICES,  
INC., an Illinois corporation; and DOES  
1 through 100, inclusive,

Defendants.

**CASE NO.: 24STCV30084**

**COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM  
OVERTIME/DOUBLE TIME WAGES  
(Cal. Labor Code §§ 510, 511, 1194,  
1198; IWC Wage Order No. 4);**
- 2. FAILURE TO PAY MINIMUM  
WAGES (Cal. Labor Code §§1194,  
1194.2, 1997, 1197.1, 1198; IWC Wage  
Order No. 4)**
- 3. FAILURE TO PROVIDE TIMELY  
OFF DUTY MEAL PERIODS (Cal.  
Labor Code §§ 226.7, 512; IWC Wage  
Order No. 4)**
- 4. FAILURE TO PROVIDE REST  
PERIODS (Cal. Labor Code § 226.7;  
IWC Wage Order No. 4);**
- 5. WAITING TIME PENALTIES (Cal.  
Labor Code §226; IWC Wage Order No.  
4);**
- 6. FAILURE TO PAY WAGES DUE  
UPON TERMINATION (Cal. Labor  
Code §§201-203);**
- 7. FAILURE TO REIMBURSE  
BUSINESS EXPENSES (Cal. Labor  
Code §2802);**
- 8. FAILURE TO PAY A UNIFORM  
MAINTENANCE ALLOWANCE (Cal.  
Labor Code §2802);**

- 9. FAILURE TO PAY FOR DAY OF REST (Cal. Labor Code §§551, 552); IWC Wage Order No. 4);
- 10. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5); and
- 11. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.)

**DEMAND FOR A JURY TRIAL**

MANUEL A. JAIME GONZALEZ (“Plaintiff”) alleges the following:

**I. JURISDICTION AND VENUE**

- 1. This Court has jurisdiction over this Complaint under *Code of Civil Procedure* §410.10 and *Business & Professions Code* §§ 17200 et seq.
- 2. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in Los Angeles County and because Defendant Unified Security Services, Inc., owned and operated their company in Los Angeles County.

**II. PARTIES**

- 3. At all times relevant hereto, Plaintiff Manuel A. Jaime Gonzalez (hereinafter “Plaintiff”) was an individual over age 18 and a resident of Los Angeles, California.
- 4. Plaintiff is informed and believes and thereon alleges that at all times material hereto, Defendant Unified Security Services, Inc. (“USS” or “Defendant”), has been, and is an Illinois corporation, with a principal place of business at 1550 South Indiana Avenue, Suite 300, Chicago, Illinois 60605. Plaintiff is informed and believes and thereon alleges that at all times material hereto USS has been authorized to do business and has been doing business in the State of California.
- 5. Plaintiff is informed and believes and thereon alleges, that at all times relevant herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

1           6.       Plaintiff is ignorant of the true names and capacities of Defendants sued herein  
2 as DOES 1 through 100, inclusive, and therefore Plaintiff sues these Defendants by such  
3 fictitious names and capacities. Plaintiff will amend his Complaint to show their true names  
4 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon  
5 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an  
6 individual person who owned, controlled, or managed the business for which Plaintiff worked  
7 and/or who directly or indirectly exercised operational control over the wage policies of  
8 Plaintiff. These DOE Defendants held ownership, officer, director and/or executive positions  
9 with the remaining Defendants, and acted on behalf of the remaining Defendants, which  
10 included decision-making responsibility for, and establishment of, wage and hour violations for  
11 Defendants which have damaged Plaintiff. Therefore, Does 1 through 100, in addition to the  
12 remaining Defendants, are “employers” as a matter of law and are liable on the causes of action  
13 alleged herein.

14           7.       Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
15 through 100 are, and at all times relevant hereto were, persons, corporations or other business  
16 entities organized and existing under and by virtue of the laws of the State of California, and  
17 are/were qualified to transact and conduct business in the State of California, and did transact  
18 and conduct business in the State of California, and are thus subject to the jurisdiction of the  
19 State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses,  
20 employ persons, conduct business and engage in wage and hour violations in the County of Los  
21 Angeles.

22           8.       Plaintiff is further informed and believes, and thereon alleges, that each of the  
23 fictitiously named Defendants aided and assisted the named Defendants in committing the  
24 wrongful acts alleged herein, and that Plaintiff’s damages were proximately caused by each  
25 Defendant.

26           9.       Pursuant to the California Labor Code, Plaintiff intends to file a notice with  
27 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants  
28

1 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to  
2 amend this Complaint once he completes and complies with the provisions under the law.

3 **III. FACTUAL ALLEGATIONS THAT ARE COMMON TO ALL CAUSES OF**  
4 **ACTION**

5 **Employment Information**

6 10. Plaintiff was an employee of USS since in or about August 2019. Plaintiff  
7 worked as a Lead Supervisor for USS. Plaintiff's job entailed supervising and training security  
8 guards, assigning security guards to work locations and driving the company truck. He  
9 typically worked 6 days a week and 60 or more hours per week. Plaintiff earned \$21.00 per  
10 hour. He was employed at USS until August 14, 2024, when Plaintiff was wrongfully  
11 terminated.

12 **Wage and Hour Violations**

13 11. The employment by USS of Plaintiff is governed by Industrial Welfare  
14 Commission Wage Order 4, which covers those persons in the professional, technical, clerical,  
15 mechanical and similar occupations.

16 12. Plaintiff was not paid overtime/double time.

17 13. Plaintiff was not paid minimum wages.

18 14. Plaintiff's meal breaks were afforded late, he was restricted from leaving his  
19 work area and his breaks were interrupted while he worked at USS.

20 15. Plaintiff's rest breaks were at times interrupted.

21 16. As a result of Defendant's failure to afford Plaintiff overtime/double time,  
22 minimum wages, meal/rest breaks, days of rest premium pay, the wage statements issued to  
23 him did not comply with Labor Code §226 and California Industrial Welfare Commission  
24 ("IWC") Wage Order No. 4 in that they did not accurately reflect all wages earned and due and  
25 owing.

26 17. As a further result of Defendant's failure to pay overtime/double time, minimum  
27 wages, afford meal/rest breaks, days of rest premium pay, to Plaintiff, when Plaintiff left their  
28

1 employ, he was not timely paid all wages due him, as required by Labor Code §§ 201, 202 and  
2 Wage Order No. 4.

3 18. Plaintiff was not reimbursed for his necessary business expenses.

4 19. Plaintiff was not provided a uniform maintenance allowance.

5 20. Plaintiff was not paid days of rest premium pay.

6 21. Defendant failed to provide Plaintiff with his requested employment records.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES**

9 **(Labor Code §§510, 558, 1194, 1194.3, 1198 and Wage Order No. 4 By Plaintiff Against**  
10 **Defendant and Does 1-100)**

11 22. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
12 this Complaint.

13 23. During Plaintiff's entire employment with Defendant, pursuant to Cal. Lab.  
14 Code §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to  
15 compensate Plaintiff with premium pay for all overtime work performed, for hours worked in  
16 excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8)  
17 hours on the seventh (7th) consecutive day of any work week. Further, Defendant was required  
18 to compensate Plaintiff with premium pay for all double-time performed, for hours worked in  
19 excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh  
20 day of a workweek.

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

25 25. California Labor Code section 510, subdivision (a), states in relevant part:

26 Any work in excess of 12 hours in one day shall be compensated at the rate of  
27 no less than twice the regular rate of pay for an employee. In addition, any work  
28

1 in excess of eight hours on any seventh day of a workweek shall be compensated  
2 at the rate of no less than twice the regular rate of pay of an employee.

3 26. California Labor Code section 1198 provides,

4 The maximum hours of work and the standard conditions of labor fixed by the  
5 commission shall be the maximum hours of work and the standard conditions  
6 of labor for employees. The employment of any employee for longer hours than  
7 those fixed by the order or under conditions of labor prohibited by the order is  
8 unlawful.

9 27. Pursuant to IWC Wage Order No. 4-2001, § 3, "Employment beyond eight (8)  
10 hours in any workday is permissible provided the employee is compensated for such overtime  
11 at not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all  
12 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any  
13 workday..."

14 28. California Labor Code section 558 provides in pertinent part:

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

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

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

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

26 (c) The civil penalties provided for in this section are in addition to any  
27 other civil or criminal penalty provided by law.  
28

1           29.     Plaintiff worked between 9-10 or more hours per day, 6 days per week.  
2 Throughout Plaintiff's employment, Defendant failed and refused to pay and properly pay  
3 overtime/double time compensation to Plaintiff as required by law.

4           30.     Plaintiff worked approximately 20-25 hours per week of overtime/double time.  
5 At times, Plaintiff was required to work in excess of 12 hours per day. However, Plaintiff was  
6 never paid for the hours he worked overtime/double time at the correct rate. Instead, he was  
7 paid his regular rate of pay.

8           31.     The foregoing overtime/double time compensation is owed and unpaid. As a  
9 direct and proximate result of Defendant's failure and refusal to pay overtime/double time,  
10 Plaintiff suffered damages in the amount of at least \$234,360.00, according to proof at trial.

11           32.     *Labor Code* § 558(a) mandates a civil penalty for failure to pay overtime/double  
12 time wages against employers and those individuals acting in their behalf. Plaintiff requests  
13 that this Court assess said penalty against Defendant in an amount to be proven at trial.

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

17                               **SECOND CAUSE OF ACTION**

18           **(Failure to Pay Minimum Wages in Violation of Labor Code §§ 1194, 1197, 1197.1, 1198,**  
19 **119, IWC Wage Order No. 4 – By all Plaintiff Against Defendant and Does 1 through 100)**

20           34.     Plaintiff realleges and incorporates by reference all of the allegations set forth in  
21 this Complaint.

22           35.     *Labor Code* § 1197 states the California requirement that employees must be  
23 paid at least the minimum wage fixed by the Commission, and any payment of less than the  
24 minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles "any employee receiving  
25 less than the legal minimum wage... to recover in a civil action the unpaid balance of the full  
26 amount of this minimum wage." IWC Wage Order No. 4 also obligates employers to pay each  
27 employee minimum wages for all hours worked. These minimum wage standards apply to each  
28 hour employees worked for which they were not paid. Therefore, an employer's failure to pay

1 for any particular hour of time worked by an employee is unlawful, even if averaging an  
2 employee's total pay over all hours worked, paid or not, results in an average hourly wage  
3 above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

4 36. Here, Plaintiff was not paid minimum wages due to Defendant's failure to afford  
5 Plaintiff compliant meal/rest breaks.

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

9 38. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an  
10 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*  
11 *Code* § 1194. Where an employee, such as Plaintiffs are not paid for all hours worked under  
12 *Labor Code* § 1194, the employee may recover minimum wages for the time associated with  
13 the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*,  
14 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime  
15 could recover liquidated damages under § 1194.2 if they also showed they were paid less than  
16 minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33  
17 (N.D. Cal. 2016).

18 39. Plaintiff suffered and continued to suffer losses related to the use and  
19 enjoyment of compensation due and owing to him as a direct result of Defendant's unlawful  
20 acts and Labor Code violations in the amount of at least \$234,360.00, according to proof at  
21 trial.

22 40. *Labor Code* § 1197.1(a) mandates a civil penalty for failure to pay minimum  
23 wages against employers and those individuals acting on their behalf. Plaintiff requests that  
24 this Court assess said penalty against Defendants in an amount to be proven at trial.

25 41. Therefore, pursuant to Labor Code §§200, 203, 218.5, 226, 558, 1194 and  
26 1194.2, Plaintiff is entitled to recover the unpaid balances of the minimum wages Defendants  
27 owe him, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts  
28 according to proof.

1 **THIRD CAUSE OF ACTION**

2 **(For Failure to Provide Meal Breaks in violation of Cal. Labor Code §226.7– By Plaintiff**  
3 **Against Defendant and Does 1 through 100)**

4 42. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
5 this Complaint.

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

12 44. California Labor Code §1198 makes unlawful the employment of an employee  
13 under conditions the IWC prohibits.

14 45. Wage Order No. 4 provides, in relevant part: "No employer shall employ any  
15 person for a work period of more than five (5) hours without a meal period of not less than 30-  
16 minutes, except that when a work period of not more than six (6) hours will complete the day's  
17 work the meal period may be waived by mutual consent of the employer and the employee."

18 46. Wage Order No. 5 further provides, in relevant part: "Unless the employee is  
19 relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on  
20 duty' meal period and counted as time worked."

21 47. Section 512(a) of the California Labor Code provides, in relevant part, that:  
22 An employer may not employ an employee for a work period of more than five  
23 hours per day without providing the employee with a meal period of not less  
24 than 30-minutes, except that if the total work period per day of the employee is  
25 no more than six hours, the meal period may be waived by mutual consent of  
26 both the employer and employee. An employer may not employ an employee for  
27 a work period of more than 10 hours per day without providing the employee  
28 with a second meal period of not less than 30-minutes, except that if the total

1 hours worked is no more than 12 hours, the second meal period may be waived  
2 by mutual consent of the employer and the employee only if the first meal  
3 period was not waived.

4 48. The Labor Code and Wage Order provisions cited above require California  
5 employers to provide employees with off-duty 30-minute meal periods on or before the fifth  
6 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees  
7 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and  
8 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before  
9 the fifth hour of their shifts.

10 49. Under California law, employers must also record their employees' meal  
11 periods: "Every employer shall keep accurate information with respect to each employee,  
12 including the following: ... Meal periods ... shall also be recorded. Meal periods during which  
13 operations cease ... need not be recorded." IWC Wage Order No. 4, § (7)(A)(3). Where the  
14 employer has failed to keep records required by statute, the consequences of such failure should  
15 fall on the employer, not the employee. In such a situation, imprecise evidence by the employee  
16 can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727  
17 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the  
18 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have  
19 known its employees were regularly afforded late and/or missing meal periods during the Class  
20 Period.

21 50. Defendant has a policy or practice of failing to ensure that Plaintiff took proper  
22 meal periods and clock in/out for meal periods as required by California Labor Code §226.7  
23 and IWC Wage Order No. 4, §11.

24 51. Plaintiff's meal breaks were afforded late, after the fifth hour. Further, his meal  
25 breaks were routinely interrupted and he was restricted from leaving his work area during his  
26 breaks. Additionally, Plaintiff did not clock in/out for meal breaks.

27 52. Defendant further violated IWC Wage Order No. 4 and Labor Code  
28

1 § 226.7 by failing to pay one hour of compensation to Plaintiff at his individual and regular rate  
2 of pay for each work day that the meal period was not provided, in an amount according to  
3 proof. This amount remains owed and unpaid.

4 53. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to  
5 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code  
6 § 226.7(b).

7 54. As a direct and proximate result of USS's unlawful conduct as alleged herein,  
8 Plaintiff has sustained economic damages, including but not limited to unpaid wages and lost  
9 interest, in the amount of at least \$234,360.00, to be established at trial, and is entitled to  
10 recover economic and statutory damages, attorneys' fees and penalties and other appropriate  
11 relief due to USS's violations of the California Labor Code and IWC Wage Order No. 4.

12 **FOURTH CAUSE OF ACTION**

13 **(For Failure to Provide Rest Breaks in violation of Cal. Labor Code §226.7– By**  
14 **Plaintiff Against Defendant and Does 1 through 100)**

15 55. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
16 this Complaint.

17 56. Labor Code § 226.7 and Wage Order No. 4 provide that employers shall  
18 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time  
19 per four hours of work, or major fraction thereof.

20 57. Labor Code § 226.7 and Wage Order No. 4 provide that if an employer fails to  
21 provide an employee with rest periods in accordance with those provisions, the employer shall  
22 pay the employee one hour of pay at the employee's regular rate of compensation for each  
23 workday that the rest periods were not so provided.

24 58. Defendant has intentionally and improperly not afforded uninterrupted rest  
25 periods to Plaintiff in violation of Labor Code § 226.7 and Wage Order No. 4.

26 59. At all times relevant hereto, Plaintiff has worked 9 or more hours daily.

27 60. At all times relevant hereto, Defendant failed to provide rest periods as required  
28 by Labor Code § 226.7 and Wage Order No. 4.

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

## **FIFTH CAUSE OF ACTION**

**(Waiting Time Penalties in Violation of Labor Code §226 - By Plaintiff Against Defendant  
and Does 1 through 100)**

62. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

63. At all times relevant hereto, Defendant failed to issue payrolls statements to Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did not properly and accurately pay him overtime/double time, minimum wages, premium pay for meal/rest breaks not afforded and days of rest premium pay.

64. Defendant knowingly and intentionally failed to comply with *Labor Code* §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs expended calculating the actual 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 violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

65. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

## SIXTH CAUSE OF ACTION

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

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

66. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

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

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

8           69. Plaintiff was discharged from Defendant employ and Defendant willfully failed  
9 to pay overtime/double time, minimum wages, afford meal/rest breaks, pay for days of rest and  
10 did not pay him premium pay for meal/rest breaks not afforded and days of rest.

11           70. Defendants terminated Plaintiff on August 14, 2024, yet failed to pay him wages  
12 due to him.

13           71. Under Labor Code § 203(a), Plaintiff is entitled to one day's wages for each day  
14 he was not timely paid, not to exceed 30 days' wages.

15                           **SEVENTH CAUSE OF ACTION**

16                           **FAILURE TO REIMBURSE BUSINESS EXPENSES**

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

18           72. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
19 this Complaint.

20           73. Labor Code §2802 requires employers to indemnify employees for all necessary  
21 expenditures incurred by employees in the discharge of their duties.

22           74. At all times relevant herein, Defendants were aware that Plaintiff was using his  
23 personal vehicle for business to drive to various locations and that he purchased tools, but  
24 failed to indemnify Plaintiff for all his business-related expenses, including wear and tear  
25 expenses, in accordance with Labor Code §2802.

26           75. As a result of Defendant's conduct, Plaintiff suffered damages in an amount,  
27 subject to proof, to the extent he was not reimbursed for all of his business-related expenses  
28 incurred in the discharge of his duties.

1           76. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of  
2 his unreimbursed business expenses, reasonable attorneys' fees and costs of suit.

3                                   **EIGHTH CAUSE OF ACTION**

4                   **FAILURE TO PROVIDE UNIFORMS AND A MAINTENANCE ALLOWANCE**

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

6           77. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
7 this Complaint.

8           78. Under California law, if an employer requires non-exempt employees to wear a  
9 uniform, the employer must pay for and maintain the uniform for the employee. Labor Code  
10 §2802.

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

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

17           81. Here, Plaintiff was required to purchase certain clothing and belts for work.

18           82. Defendant failed to purchase the clothing and belts for Plaintiff nor reimburse  
19 him for the cost thereof.

20           83. As a proximate result of the aforementioned violations of § 2802, Plaintiff is  
21 entitled to recovery from Defendant for reimbursement of necessary expenditures including  
22 interest and attorneys' fees.

23           84. As a proximate result of the aforementioned violations of Labor Code § 2802,  
24 Plaintiff has been damaged in an amount according to proof at the time of trial.

25                                   **NINTH CAUSE OF ACTION**

26                   **FAILURE TO PAY FOR DAY OF REST**

27                   **(Cal. Labor Code §§ 551, 552; IWC Wage Order No. 4-2001 By Plaintiff against**

28                   **Defendant and Does 1 through 100)**

85. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

86. Labor Code section 551 states: “Every person employed in any occupation of labor is entitled to one day's rest therefrom in seven.”

87. Labor Code section 552 states in part: “No employer of labor shall cause his employees to work more than six days in seven....”

88. Wage Order No. 4 requires employers to pay employees one and one-half times their regular rate of pay for the first eight hours worked on the seventh consecutive day of work in any workweek, and twice their regular rate for hours worked in excess of eight on the seventh day.

89. At times Plaintiff worked 7 days per week.

90. Defendant knowingly and intentionally failed to pay Plaintiff premium pay for working seven consecutive days as required by Labor Code sections 551 and 552 and Wage Order 4. Instead, Plaintiff was paid at his regular rate of pay.

91. As a direct and proximate result of Defendant's conduct as alleged herein, Plaintiff has suffered monetary damages in an amount equal to his unpaid wages for work performed during seven consecutive work days, pursuant to Labor Code sections 551 and 552 and Wage Order 4, plus interest thereon pursuant to Labor Code 218.6.

92. Plaintiff further is entitled to recover from Defendant additional sums as a penalty, pursuant to Labor Code section 558 equal to fifty dollars (\$50) per unpaid pay period for Defendants' initial violation, and one hundred dollars (\$100) per unpaid pay period for each subsequent violation, in addition to the underpaid wages from each pay period.

93. In addition, Plaintiff has retained the services of an attorney to maintain and prosecute this action and these attorneys are entitled to recover fees and costs incurred on Plaintiff's behalf pursuant to Labor Code section 218.5.

### TENTH CAUSE OF ACTION

**(For Failure to Allow Inspection of Employment Records in Violation of Cal. Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)**

1           94.     Plaintiff realleges and incorporates by reference all of the allegations set forth in  
2 this Complaint.

3           95.     California Labor Code Section 1198.5 provides:

4               (a) Every current and former employee, or his or her representative, has the right  
5 to inspect and receive a copy of the personnel records that the employer  
6 maintains relating to the employee's performance or to any grievance concerning  
7 the employee.

8               (b) The employer shall make the contents of those personnel records available  
9 for inspection to the current or former employee, or his or her representative, at  
10 reasonable intervals and at reasonable times, but not later than 30 calendar days  
11 from the date the employer receives a written request, unless the current or  
12 former employee, or his or her representative, and the employer agree in writing  
13 to a date beyond 30 calendar days to inspect the records, and the agreed-upon  
14 date does not exceed 35 calendar days from the employer's receipt of the written  
15 request to inspect the records. Upon a written request from a current or former  
16 employee, or his or her representative, the employer shall also provide a copy of  
17 the personnel records,... later than 30 calendar days from the date the employer  
18 receives the request...

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

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

26           96.     Additionally, pursuant to Wage Order No. 4, at section 7 re: Records, employers  
27 are required to keep accurate payroll records on each employee, and such records must be made  
28

1 readily available for inspection by the employee upon reasonable request. The employer must  
2 also maintain accurate production records.

3 97. On or about November 8, 2024, Plaintiff's counsel issued a written request to  
4 USS for copies of his personnel records.

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

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

#### 15 **ELEVENTH CAUSE OF ACTION**

#### 16 **(For Unfair Competition in Violation of Unfair Business Practices, Cal. Bus. & 17 Prof. Code §17200 et. seq. – By Plaintiff Against Defendant and Does 1 through 100)**

18 100. Plaintiff realleges and incorporates by reference all of the allegations set forth in  
19 this Complaint.

20 101. California Business & Professions Code § 17200 *et seq.* prohibits acts of unfair  
21 competition, which shall mean and include any "unlawful and unfair business practices."

22 102. Defendant's conduct as alleged herein has been and continues to be unfair,  
23 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights  
24 affecting the public interest within the meaning of the Cal. Code of Civ. Proc. § 1021.5.  
25 Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and  
26 therefore has standing to bring this suit for restitution.  
27  
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1           103. Paying overtime/double time, minimum wages, affording employees' proper  
2 meal/rest breaks and paying premium pay for days of rest are fundamental public policies of  
3 the State of California. It is also the public policy of this State to enforce minimum labor  
4 standards, to ensure that employees are not required or permitted to work under substandard  
5 and unlawful conditions, and to protect those employers who comply with the law from losing  
6 competitive advantage to other employers who fail to comply with labor standards and  
7 requirements.

8           104. Defendants failed to pay overtime/double time, minimum wages, afford  
9 meal/rest breaks, days of rest premium pay, reimburse expenses and provide a uniform  
10 maintenance allowance to Plaintiff. Further, Defendant failed to provide Plaintiff with his  
11 personnel records.

12           105. Through the conduct alleged herein, Defendant acted contrary to these public  
13 policies and has thus engaged in unlawful and/or unfair business practices in violation of  
14 Business & Professions Code §§ 17200 *et. seq.*, depriving Plaintiff of the rights, benefits, and  
15 privileges guaranteed to employees under California law.

16           106. Defendant regularly and routinely violated the following statutes and regulations  
17 with respect to Plaintiff:

- 18
- 19           (a) *Labor Code* §§ 510, 511, 558, 1194 and 1198 and IWC Wage Order No.  
20               4 as amended (failure to pay overtime/double time);
  - 21           (b) *Labor Code* § 1197 and Wage Order No. 4 (failure to pay minimum  
22               wages);
  - 23           (c) *Labor Code* § 226 (failure to afford meal/rest breaks);
  - 24           (e) *Labor Code* § 226 (failure to provide accurate wage statements to  
25               employees at the time of payment of wages);
  - 26           (f) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
  - 27           (g) *Labor Code* § 2802 (failure to reimburse business expenses);
- 28

- 1 (h) *Labor Code* § 2802 (failure to provide uniforms and a maintenance  
2 allowance);  
3 (i) *Labor Code* §§ 551, 552 (failure to pay day of rest premiums); and  
4 (j) *Labor Code* §1198.5 (failure to allow inspection of employment  
5 records).

6 107. By engaging in these business practices, which are unfair business practices  
7 within the meaning of Bus. & Prof. Code §§ 17200 *et seq.*, Defendant harmed Plaintiff and  
8 gained an unfair competitive edge. Under the Business & Professions Code § 17203, Plaintiff is  
9 entitled to obtain restitution of these funds.

10 **PRAYER FOR RELIEF**

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

- 13 1. For compensatory damages in the amount of unpaid overtime/double time due to  
14 Plaintiff, in the amount of at least \$234,360.00, according to proof;  
15 2. For compensatory damages in the amount of unpaid minimum wages due to  
16 Plaintiff, in the amount of at least \$234,360.00, according to proof;  
17 3. For compensatory damages for lost wages and employment benefits, in the  
18 amount of at least \$234,360.00, according to proof;  
19 4. For compensatory damages in the amount of Plaintiff's out of pocket expenses  
20 and/or reimbursement of monies incurred while performing Defendant's business-related  
21 duties, plus interest, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);  
22 5. For compensatory damages in the amount of Plaintiff's uniform maintenance  
23 expenses, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);  
24 6. For prejudgment interest accrued on all due and unpaid overtime/double time  
25 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*  
26 *Code* §§218.6 and 1194(a), according to proof;  
27 7. Premium pay for day of rest premium wages;  
28

8. For an award of consequential damages, according to proof;
9. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each workday that a meal and/or rest period was not provided;
10. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;
11. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;
12. For specific relief enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;
13. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 226.7, according to proof;
14. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to *Cal. Labor Code* §§218.5, 1198.5, 2802, and/or *Cal. Code Civ. Proc.* §1021.5;
15. For injunctive relief ordering the continuing unfair business acts and practices to cease, as the Court deems just and proper;
16. For other injunctive relief ordering Defendant to notify Plaintiff that he has not been paid the proper amounts in accordance with California law;
17. For injunctive relief requiring Defendant to comply with Labor Code 1198.5(b)(1);
18. For prejudgment interest, according to proof; and
19. For such other and further relief as the Court deems just and proper.

### **DEMAND FOR JURY TRIAL**

Plaintiff Manuel A. Jaime Gonzalez hereby respectfully requests a trial by jury for all claims and issues raised in his Complaint that may be entitled to a jury trial.

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LIPELES LAW GROUP, APC

Date: November 13, 2024

By: Shana Villoria  
Shana L. Villoria  
Attorneys for Plaintiff  
Manuel A. Jaime Gonzalez