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ISRAEL GARCIA DOMINGUEZ

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

ISRAEL GARCIA DOMINGUEZ, an
individual,

Plaintiff,

vs.

HITRA, INC., a California Corporation;
SUNG J. HONG, an individual; JOYCE
PAIK, an individual; and DOES 1 TO 50,

Defendants.

CASE NO.: 24STCV32076

[Assigned to Hon. Randolph M. Hammock,
Dept. 49]

FIRST AMENDED COMPLAINT FOR:

- 1. UNPAID WAGES AND OVERTIME**
- 2. FAILURE TO PROVIDE MEAL PERIODS**
- 3. FAILURE TO PROVIDE REST PERIODS**
- 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 5. FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES**
- 6. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
- 7. WRONGFUL DISCHARGE – PUBLIC POLICY**
- 8. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
- 9. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)**

DEMAND FOR JURY TRIAL

Complaint Filed: December 5, 2024
Trial Date: None

FILED
Superior Court of California
County of Los Angeles
04/08/2025

David W. Styblo, Executive Officer / Clerk of Court
By: C. Randle Deputy

1 **INTRODUCTION**

2 1. Plaintiff ISRAEL GARCIA DOMINGUEZ ("Plaintiff") brings this action on
3 behalf of himself for Defendants' failure to pay all wages earned, provide timely meal
4 periods, failure to provide rest periods, failure to pay premium wages for missed/delayed
5 meal and rest periods, failure to furnish accurate wage statements, failure to pay all wages
6 due upon separation of employment and wrongful termination. As a result of these acts or
7 omissions, Defendants have violated California statutory laws as described below.

8 **PARTIES**

9 2. Plaintiff Israel Garcia Dominguez ("Plaintiff") is a natural person and is
10 domiciled in Los Angeles County, California.

11 3. Defendant HITRA, INC., a California Corporation, was at all relevant times
12 doing business in Los Angeles County, California.

13 4. Defendant Sung J. Hong is a natural person and was at all relevant times
14 doing business in Los Angeles County, California.

15 5. Defendant Joyce Paik is a natural person and was at all relevant times doing
16 business in Los Angeles County, California.

17 6. Plaintiff is ignorant of the true names and capacities of the defendants sued
18 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
19 their true names and capacities when the same have been ascertained. Plaintiff is
20 informed and believe that each of the fictitiously named Doe Defendants is legally
21 responsible in some manner for the occurrences alleged and that Plaintiff's' injuries and
22 damages, as alleged, were proximately caused by these Doe Defendants' actions.

23 7. Defendants HITRA, Inc., Sung J. Hong, Joyce Paik, and Doe Defendants 1
24 through 50, inclusive, are referred to herein collectively as "Defendants." Plaintiff is
25 informed and believe and thereon allege that at all times pertinent hereto, each Defendant
26 was the agent and employee of each of its co-Defendants, and in doing the things
27 described herein, was acting within the course and scope of his/her authority as such
28 agent and employee, and each Defendant ratified and approved the acts of his/her agents

1 and employees. Defendants acted as Plaintiff's "employer" and are responsible for any
2 and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

3 **FACTUAL ALLEGATIONS**

4 8. Plaintiff was employed by Defendants from April 2022 to November 15,
5 2024, as an Assistant to Driver. His job duties included loading and unloading roofing
6 materials, assisting with deliveries, and performing other assigned tasks such as cleaning
7 the yard and painting.

8 9. Plaintiff was regularly required to work under unsafe conditions, including
9 climbing rooftops without safety harnesses or other protective equipment. On multiple
10 occasions, Plaintiff suffered injuries due to the hazardous work environment. Despite
11 reporting these incidents, Defendants failed to take corrective action or provide medical
12 assistance.

13 10. Plaintiff regularly worked in excess of 8 hours in a day and/or 40 hours per
14 week, depending on weather conditions, and was paid at an hourly rate of \$20.50. Plaintiff
15 used a punch-in/punch-out system for timekeeping, but Defendants failed to compensate
16 them for all hours worked.

17 11. Plaintiff was regularly denied legally mandated meal and rest breaks.
18 Defendants treated time spent in the delivery truck as rest breaks, which does not meet
19 the requirements of California law. On Saturdays, Plaintiff was not provided with any rest
20 or meal breaks.

21 12. Defendants systematically underpaid Plaintiff by failing to compensate them
22 for all hours worked. Defendants also failed to reimburse Plaintiff for business expenses,
23 such as the use of his personal phone for work-related communication.

24 13. On or around November 13, 2024, Plaintiff expressed safety concerns about
25 climbing onto a roof to deliver materials. Despite Plaintiff's concerns, Defendants ordered
26 him to proceed with the task. Shortly thereafter, Defendants terminated Plaintiff's
27 employment without explanation. Plaintiff's termination was retaliatory, motivated by his
28 refusal to perform unsafe work and his potential to assert workplace safety claims.

1 **FEHA ALLEGATIONS**

2 14. Complaint alleges causes of action under California's Fair Employment and
3 Housing Act (the "FEHA"). Plaintiff has obtained a right to sue notice issued by the
4 Department of Fair Employment and Housing, exhausted administrative remedies, and
5 satisfied all pre-filing requirements.

6 **PAGA ALLEGATIONS**

7 15. On or around the date of the filing of this Complaint, Plaintiff filed a claim
8 with the California Labor and Workforce Development Agency (hereafter, "LWDA") and
9 provided a copy by certified mail to Defendants. The LWDA has 60 calendar days to
10 respond and, if it does not do so, Plaintiff will have exhausted Plaintiff's administrative
11 remedies and, pursuant to Labor Code section 2699.2, will be permitted to pursue
12 Plaintiff's PAGA claims in this court. The period for the LWDA to respond to the claim has
13 not expired. If the LWDA does not respond within the applicable statutory period, Plaintiff
14 will amend this Complaint to add a cause of action under PAGA.

15 **NOTICE OF DAMAGES**

16 16. For notice purposes, and should Defendants fail to respond to this
17 Complaint, Plaintiff will seek a default judgment against Defendants, and each of them, in
18 an amount up to \$1,000,000 for compensatory damages, an equivalent amount in
19 liquidated damages, and \$1,000,000 in civil penalties in accordance with proof at the time
20 of the default hearing. This notice is provided in order to comply with due process
21 requirements for the purpose of a default judgment. If Defendants respond to this
22 Complaint and appear in this action, Plaintiff will seek damages in accordance with proof
23 at the time of trial.

24 **FIRST CAUSE OF ACTION**
25 **UNPAID REGULAR WAGES AND OVERTIME**
26 **(Against All Defendants)**

27 17. Plaintiff incorporates by reference all other paragraphs of this Complaint as
28 if they were re-alleged and set forth herein.

18. Under Labor Code §§ 204, 215, 216, 218.5, 510, 1194, 1194.2, 1197, 1199,

1 and the applicable IWC Wage Order, it is unlawful for an employer to suffer or permit an
2 employee to work without paying wages for all hours worked. "Hours worked" is defined
3 to include the time an employee is suffered or permitted to work, whether or not required
4 to do so. At all relevant times, Defendants have failed to pay Plaintiff for all hours worked
5 and/or have regularly and consistently maintained policies and practices of refusing to pay
6 Plaintiff for all hours worked.

7 19. **Unpaid Regular Wages:** Plaintiff should have received regular wages
8 according to the hours worked during Plaintiff's employment. Defendants owe Plaintiff
9 regular wages and have failed and refused, and continue to fail and refuse, to pay Plaintiff
10 the amounts owed as regular wages.

11 20. **Unpaid Overtime Wages:** Plaintiff was entitled to overtime compensation
12 for all overtime hours worked during Plaintiff's employment. During Plaintiff's employment,
13 Defendants failed to pay Plaintiff for all hours worked, including Plaintiff's overtime hours,
14 and Plaintiff is therefore entitled to the amounts owed as overtime wages.

15 21. **Liquidated Damages:** Plaintiff is entitled to liquidated damages under
16 Labor Code section 1194.2(a).

17 22. As a direct and proximate result of Defendants' conduct, as set forth herein,
18 Plaintiff has sustained damages and been deprived of wages and overtime compensation
19 that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such
20 amounts, plus interest, liquidated damages, and attorneys' fees and costs.

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PROVIDE MEAL PERIODS**
23 **(Against All Defendants)**

24 23. Plaintiff incorporates by reference all other paragraphs of this Complaint as
25 if they were re-alleged and set forth herein.

26 24. California Labor Code § 512 provides, in pertinent part, as follows: "An
27 employer may not employ an employee for a work period of more than five hours per day
28 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 meal period

1 may be waived by mutual consent of both the employer and the employee.”

2 25. Pursuant to Defendants’ policies, the demands of Plaintiff’s duties, and
3 Plaintiff’s misclassification status, Plaintiff was required to, and actually did, forego the
4 meal periods required to be provided to Plaintiff. By failing to provide Plaintiff with these
5 meal periods, Defendants violated California Labor Code sections 512 and 226.7 and the
6 applicable IWC Wage Order. As a result of the unlawful acts of Defendants set forth herein,
7 Plaintiff is entitled to additional wages for the missed and delayed meal periods.

8 **THIRD CAUSE OF ACTION**
9 **FAILURE TO PROVIDE REST PERIODS**
10 **(AGAINST ALL DEFENDANTS)**

11 26. Plaintiff incorporates by reference all other paragraphs of this Complaint as
12 if they were re-alleged and set forth herein.

13 27. The applicable IWC Wage Order authorizes and requires employees to take
14 paid rest periods based on the total hours worked daily at the rate often minutes rest per
15 four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer
16 shall require an employee to work during any . . . rest period mandated by an applicable
17 order of the Industrial Welfare Commission."

18 28. Pursuant to Defendants’ policies, the demands of Plaintiff’s duties, and
19 Plaintiff’s misclassification status, Plaintiff routinely was required to take delayed rest
20 periods and/or to skip rest periods. By requiring and permitting Plaintiff to miss these rest
21 periods, or take delayed rest periods, Defendants violated California Labor Code section
22 226.7 and the applicable IWC Wage Order and California Labor Code section 226.7. As a
23 result of the unlawful acts of Defendants set forth herein, Plaintiff is entitled to additional
24 wages for the missed and delayed rest periods.

25 **FOURTH CAUSE OF ACTION**
26 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
27 **(Against All Defendants)**

28 29. Plaintiff incorporates by reference all other paragraphs of this Complaint as
if they were re-alleged and set forth herein.

30. Defendants knowingly and intentionally failed to provide timely, accurate,

1 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
2 IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding
3 Plaintiffs from knowing the amount of wages to which Plaintiff is and was legally entitled.
4 At all times relevant herein, Defendants have failed to maintain records of hours worked
5 by Plaintiff as required under Labor Code §1174(d).

6 31. Prior to the completion of discovery, and to the best of Plaintiff's knowledge
7 at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay
8 periods in which Defendants have failed to provide accurate itemized wage statements to
9 Plaintiffs in each and every pay period during Plaintiff's employment. Plaintiff seeks the
10 amount provided under Cal. Lab. Code §226(e), including the greater of all actual
11 damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and
12 one hundred dollars (\$100) for each violation in a subsequent pay period.

13 **FIFTH CAUSE OF ACTION**
14 **FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES OR**
15 **LOSSES**
(Against All Defendants)

16 32. Plaintiff incorporates by reference all other paragraphs of this Complaint as
17 if they were re-alleged and set forth herein.

18 33. Plaintiff incurred expenditures and/or losses as a direct consequence of
19 discharging Plaintiff's job duties and/or obeying the directions of Defendants. The
20 expenditures and losses that Plaintiff incurred were necessary and reasonable.

21 34. Defendants failed to reimburse Plaintiff for the full amount of the
22 expenditures and/or losses as required by law, including Labor Code section 2802(a), and
23 Plaintiff has suffered damages as a result.

24 **SIXTH CAUSE OF ACTION**
25 **WAITING-TIME PENALTY FOR NONPAYMENT OF WAGES**
(Against All Defendants)

26 35. Plaintiff incorporates by reference all other paragraphs of this Complaint as
27 if they were re-alleged and set forth herein.

28 36. Plaintiff separated from employment with Defendants as further alleged

1 herein. Upon separation, and within the statutorily required timeline, Defendants willfully
2 failed to pay Plaintiff all wages when due.

3 37. Plaintiff seeks waiting time penalties as authorized by law, including Labor
4 Code sections 203 and 218.

5 **SEVENTH CAUSE OF ACTION**
6 **WRONGFUL DISCHARGE – PUBLIC POLICY**
7 **(Against All Defendants)**

8 38. Plaintiff incorporates by reference all other paragraphs of this Complaint as
9 if they were re-alleged and set forth herein.

10 39. Plaintiff was employed by Defendants. Defendants discharged Plaintiff from
11 employment. As further alleged herein, a substantial motivating reason for Plaintiff's
12 discharge was in violation of public policy.

13 40. Defendants' discharge of Plaintiff was a substantial factor in causing Plaintiff
14 was harmed by the discharge in that, and among other damages, Plaintiff to suffer harm
15 and damages.

16 **EIGHTH CAUSE OF ACTION**
17 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200**
18 **(Against All Defendants)**

19 41. Plaintiff incorporates by reference all other paragraphs of this Complaint as
20 if they were re-alleged and set forth herein.

21 42. Defendants' violations of the Labor Code and other laws and regulations as
22 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
23 constitute unfair business practices in violation of the Unfair Competition Law, Business
24 and Professions Code § 17200 et seq.

25 43. As a result of Defendants' unfair business practices, Defendants have
26 reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the
27 public. Defendants' utilization of such unfair business practices constitutes unfair
28 competition and provides an unfair advantage over Defendants' competition. Defendants
should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff.

44. Defendants' unfair business practices entitles Plaintiff to seek preliminary

1 and permanent injunctive relief, including but not limited to orders that Defendants account
2 for, disgorge and restore to Plaintiff any compensation unlawfully withheld from Plaintiff,
3 and for which Defendants were unjustly enriched.

4 **NINTH CAUSE OF ACTION**
5 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
6 **(Plaintiff against All Defendants)**

7 45. Plaintiff incorporates by reference all other paragraphs of this Complaint as
8 if they were re-alleged and set forth herein.

9 46. Plaintiff brings this cause of action on behalf of himself and all other
10 aggrieved current and former employees of Defendants and seeks civil penalties for each
11 and every violation alleged herein. Plaintiff has filed a claim with the California Labor and
12 Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail
13 to Defendants.

14 47. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
15 before filing this Complaint. LWDA did not respond to his notice of the alleged violations
16 within the statutory timeframe, and Plaintiff has therefore exhausted administrative
17 remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and
18 the violations alleged herein were committed against Plaintiff. Plaintiff brings this action
19 on behalf of Plaintiff and all other current and former aggrieved employees. At the time of
20 each violation, Defendants employed one or more employees.

21 48. As a result of the aforesaid wrongful and illegal conduct of the Defendants,
22 and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at
23 trial, costs, and attorney's fees against Defendants.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 26 1. For compensatory damages in an amount to be proven at trial;
- 27 2. General and special damages, in an amount to be proven at trial;
- 28 3. For statutory damages and penalties, including but not limited to, all
penalties authorized under PAGA;

4. For temporary, preliminary, and permanent injunction;
5. For all statutory penalties and liquidated damages as authorized by law,
including all statutory penalties as authorized under PAGA;
6. Attorney's fees and costs of suit;
7. For punitive and exemplary damages;
8. For liquidated damages as provided by law;
9. Pre-judgment interest on any damages or other amounts deemed payable;
and
10. Other or further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury.

Dated: February 18, 2025

HAULK & HERRERA LLP

By: 

Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiffs
ISRAEL GARCIA DOMINGUEZ

PROOF OF SERVICE

Israel Garcia Dominguez v. HITRA, Inc., et al.
Los Angeles County Superior Court Case No.: 24STCV32076

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111
3.	I served copies of the following document(s): FIRST AMENDED COMPLAINT FOR: 1. UNPAID WAGES AND OVERTIME 2. FAILURE TO PROVIDE MEAL PERIODS 3. FAILURE TO PROVIDE REST PERIODS 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 5. FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES 6. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 7. WRONGFUL DISCHARGE – PUBLIC POLICY 8. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 9. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) DEMAND FOR JURY TRIAL
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Jeffrey T. Gwynn, Esq. Alexander J. Chang, Esq. VERVE LAW GROUP, LLP 5841 Beach Boulevard Buena Park, CA 90621 Telephone: (714) 980-4450 Facsimile: (714) 980-4451 Email: jgwynn@vervelaw.com achang@vervelaw.com jungahkim@vervelaw.com <i>Attorney for Defendants</i>
5.	a. By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.

b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):	
(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below	
(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.	
c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.	
d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.	
e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used	
f. X	By Electronic Transmission. I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.	
6.	I served the documents by the means described above on April 8, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

April 8, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)