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Attorneys for Plaintiff and the Aggrieved Employees

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

MICHAEL GORDON, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ENDLESS PURSUIT CORPORATION, a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV17375

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR VIOLATION OF
LABOR CODE § 2698, *ET SEQ.*, THE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND EXCEEDS \$25,000.00

1 Plaintiff Michael Gordon (“Plaintiff”) hereby submits this First Amended Representative
2 Action Complaint (“Complaint”) against Defendant Endless Pursuit Corporation (the
3 “Company” or “Defendant”) and Does 1-50 (hereinafter collectively referred to as
4 “Defendants”), on behalf of himself and all other aggrieved employees of Defendants for
5 penalties pursuant to the Private Attorneys General Act, Labor Code § 2698, et seq. (“PAGA”),
6 for Defendants’ violations of the California Labor Code, as follows:

7 **INTRODUCTION**

8 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§
9 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the applicable Wage Orders of the California
10 Industrial Welfare Commission (“IWC”).

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against individuals who worked for Defendants.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 jointly and severally have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to pay meal and rest period premium
16 compensation at the regular rate of pay, failing to timely pay wages upon separation of
17 employment, and failing to provide accurate itemized wage statements to Plaintiff and other
18 employees.

19 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 have engaged in, among other things a system of willful violations of the California Labor Code,
21 by creating and maintaining policies, practices, and customs that knowingly deny employees the
22 above stated rights and benefits.

23 **JURISDICTION AND VENUE**

24 5. The Court has jurisdiction over the violations of the California Labor Code §§
25 201-203, 226, 226.7, 512, and 2698, *et seq.*, and the applicable IWC Wage Orders.

26 6. Venue is proper in Los Angeles County because Defendant maintains business
27 locations in this County and Plaintiff worked for Defendant in Los Angeles County, specifically
28 in Gardena, California.

PARTIES

7. Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from about 2019, until on or about June 3, 2024. Plaintiff worked as a Navigator. Throughout his employment with Defendant, Plaintiff was a non-exempt, hourly employee.

8. Plaintiff is informed and believes and based thereon alleges that Defendant Endless Pursuit Corporation was and is a California corporation doing business in the State of California, including in Los Angeles County. Plaintiff is informed and believes and based thereon alleges that Defendant Endless Pursuit Corporation is in the junk removal business.

9. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

10. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 512, and 2698, *et seq.*

11. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

12. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

13. Plaintiff is informed and believes, and based thereon alleges, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or

1 joint venturer of, or working in concert with each of the other co-Defendants and was acting
2 within the course and scope of such agency, employment, joint venture, or concerted activity. To
3 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
4 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
5 Defendants.

6 14. At all times herein mentioned, Defendants, and each of them, were members of,
7 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course
8 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

9 15. At all times herein mentioned, the acts and omissions of various Defendants, and
10 each of them, concurred and contributed to the various acts and omissions of each and all of the
11 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
12 herein mentioned, Defendants, and each of them, ratified each and every act or omission
13 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
14 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
15 the damages as herein alleged.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

18 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

19 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
20 though fully set forth herein.

21 17. Plaintiff brings this cause of action as a proxy for the State of California and in
22 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
23 from June 12, 2023, through the present, for Defendant's violations of Labor Code §§ 201, 202,
24 203, 226, 226.7, and 512, arising from Defendant's policy and practice of: (a) failing to properly
25 pay meal period premium compensation at the regular rate of pay, in violation of Labor Code
26 §§ 201-203, 226.7, and 512; (b) failing to properly pay rest period premium compensation at the
27 regular rate of pay, in violation of Labor Code §§ 201-203 and 226.7; and (c) failing to provide
28 accurate itemized wage statements to employees, in violation of Labor Code § 226.

1 18. At all relevant times, Defendant failed in its affirmative obligation to ensure that
2 Plaintiff and Aggrieved Employees had the opportunity to take and were provided with timely,
3 off-duty meal and rest periods in accordance with the mandates of the California Labor Code and
4 the applicable IWC Wage Order. As such, Defendant is responsible for paying premium
5 compensation pursuant to Labor Code § 226.7 and the applicable IWC Wage Order.

6 19. As a matter of corporate policy and practice, Defendant regularly failed to pay
7 meal/rest period premium compensation to Plaintiff and Aggrieved Employees at the regular rate
8 of pay. Specifically, Plaintiff and Aggrieved Employees routinely earned non-discretionary
9 remuneration/bonuses. However, at all relevant times herein, Defendant did not factor said non-
10 discretionary incentives into the regular rate of pay for the purpose of paying meal/rest period
11 premiums. Instead, whenever Plaintiff and Aggrieved Employees were paid meal/rest period
12 premiums and earned non-discretionary incentives during the same period, Defendant
13 improperly paid the meal/rest period premiums at a rate lower than the regular rate of pay.

14 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant
15 willfully failed to include all non-discretionary remuneration into the calculation of the regular
16 rate of pay for purposes of paying meal/rest period premiums, as required by California law.
17 Plaintiff further alleges that Plaintiff and Aggrieved Employees are owed wages for the
18 underpaid meal/rest period premiums as set forth above.

19 21. As a result of the meal and rest period premium underpayments, the wage
20 statements issued to Plaintiff and Aggrieved Employees failed to identify the correct rates of pay,
21 gross wages earned, and net wages earned.

22 22. On or about June 12, 2024, Plaintiff sent written notice to the California Labor &
23 Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code §§ 201-
24 203, 226, 226.7, and 512, pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent
25 his notice to Defendant via certified mail pursuant to Labor Code § 2699.3.

26 23. As of the date of the filing of this Complaint, the LWDA has not responded to
27 Plaintiff’s written notice nor indicated that it intends to investigate the Labor Code violations
28 provided for in the written notice.

1 24. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
2 applicable civil penalties for Defendant's violations of Labor Code §§ 201-203, 226, 226.7, and
3 512, for the time period described above, on behalf of himself and other Aggrieved Employees.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
6 this suit is brought against Defendants, jointly and severally, as follows:

7 1. Upon the First Cause of Action, for civil penalties pursuant to California Labor
8 Code §§ 201-203, 226.7, 512, and 2698, *et seq.*, and for costs and attorneys' fees; and

9 2. For such other and further relief as the Court may deem just and proper.

10
11 DATED: September 10, 2024

DIVERSITY LAW GROUP, P.C.

12
13 By: _____

Larry W. Lee

Kristen M. Agnew

Max W. Gavron

Kwanporn "Mai" Tulyathan

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16 Attorneys for Plaintiff and the Aggrieved
17 Employees
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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On September 10, 2024, I served the following document(s) described as: **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT FOR VIOLATION OF LABOR CODE § 2698, ET SEQ., THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action as follows:

David Boyles
120 West 157th Street
Gardena, CA 90248
Agent for Service of Process for
ENDLESS PURSUIT CORPORATION

 X BY MAIL: by placing the original or X a true and correct copy thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the attached mailing list. I am readily familiar with the firm's practice for collection and processing of correspondence and other materials for mailing with the United States Postal Service. On this date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for collection and mailing on this date at the address above following our office's ordinary business practices. The envelope(s) will be deposited with the United States Postal Service on this date, in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 10, 2024, at Los Angeles, California.


Erika Mejia