

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Elaine Lu

Ruben Guerra, Esq. (SBN 291446)
Tizoc Perez-Casillas, Esq. (SBN 309981)
GUERRA & CASILLAS LLP
617 South Olive Street, Suite 1206
Los Angeles, California 90014
Telephone: (213) 437-9495
Facsimile: (213) 342-5503
ruben@guerrallaw.com

Attorney for Plaintiff,
CHENIQUE HANNAH

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
UNLIMITED JURISDICTION**

CHENIQUE HANNAH, an individual,
Plaintiff,

v.

ONNI PROPERTIES, LLC, an Arizona
corporation; CHLOE GLASS, an individual; and
DOES 1 through 20, inclusive,
Defendants.

Case No. **20STCV14206**

COMPLAINT FOR DAMAGES FOR:

**1. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ).**

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, CHENIQUE HANNAH, and for causes of action against the
Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, CHENIQUE HANNAH("Plaintiff"), is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant ONNI PROPERTIES LLC (hereinafter referred to as "ONNI" or "Defendant") was and is an Arizona limited liability company doing business in and with its principal place of business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant owned and operated a real estate development company. ONNI is a real estate development company with properties across the country, including in Los Angeles County.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant CHLOE GLASS (hereinafter referred to as "GLASS") was and is an individual residing in the County of Los Angeles, State of California.

6. At all times relevant herein, Defendant and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 5-2001, and are each any "employer or other person acting on behalf of an employer" as such term is used in Labor Code section 558, 558.1, and/or 1197.1, and liable to Plaintiff and to the "aggrieved employees" pursuant to Labor Code section §§ 2698, et seq., on that basis.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part

1 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
2 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

3 9. Whenever and wherever reference is made in this complaint to any act or failure to act by
4 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or
5 failures to act by each Defendant acting individually, jointly and severally.

6
7 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

8 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
9 of interest and ownership between ONNI and DOES 1-20 that the individuality and separateness of
10 defendants have ceased to exist.

11 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
12 purported corporate existence, ONNI and DOES 1-20 are, in reality, one and the same as Defendants,
13 including, but not limited to because:

14 a. ONNI and DOES 1-20 are completely dominated and controlled by one another,
15 and personally committed the frauds and violated the laws as set forth in this complaint, and have hidden
16 and currently hide behind DOES 1-20 to perpetrate frauds, circumvent statutes, or accomplish some other
17 wrongful or inequitable purpose.

18 b. ONNI and DOES 1-20 derive actual and significant monetary benefits by and
19 through one another's unlawful conduct, and by using one another as the funding source for their own
20 personal expenditures.

21 c. ONNI and DOES 1-20, while really one and the same, were segregated to appear
22 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
23 accomplishing some other wrongful or inequitable purpose.

24 d. ONNI does not comply with all requisite corporate formalities to maintain a legal
25 and separate corporate existence.

26 e. The business affairs of ONNI and DOES 1-20 are, and at all times relevant were,
27 so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable
28 confusion. ONNI and DOES 1-20 are, and at all times relevant hereto were, used by one another as a

1 mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
2 of one another and DOES 1-20. The recognition of the separate existence of Defendants would not
3 promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
4 violations of the Government Code and other statutory violations. The corporate existence of ONNI and
5 DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary
6 to avoid fraud and injustice to Plaintiff herein.

7 12. Accordingly, ONNI constitute the alter ego of one another and DOES 1-20, and the fiction
8 of their separate corporate existence must be disregarded.

9 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
10 thereon alleges that ONNI and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise,
11 and that Plaintiff was an employee of ONNI and DOES 1-20. Plaintiff performed services for each and
12 every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control
13 of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business
14 was and is conducted.

15 14. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
16 between DOES 1-20, ONNI, or any of them, (1) there is an express or implied agreement of assumption
17 pursuant to which ONNI and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2)
18 the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a
19 consolidation or merger of the two corporations, (3) ONNI and/or DOES 1-20 are a mere continuation of
20 the other Defendants, or (4) the transfer of assets to ONNI and/or DOES 1-20 is for the fraudulent purpose
21 of escaping liability for Defendants' debts. Accordingly, ONNI and/or DOES 1-20 are the successors of
22 one or more of the other Defendants, and are liable on that basis.

23 24 **FACTUAL ALLEGATIONS**

25 15. On or about October 1, 2018, ONNI hired Plaintiff to work as a Leasing Coordinator. At
26 all relevant times, Plaintiff was a full-time, non-exempt employee until she was terminated on or about
27 June 4, 2019.

1 16. Throughout Plaintiff's employment, Plaintiff's fixed schedule was 5 days per week, for at
2 least 8 hours per day.

3 17. From on or about October 1, 2018 to May 15, 2019, Plaintiff was not permitted to, and not
4 advised of her right to take one or more of her statutory 10-minute rest break for every four hours worked
5 or majority portion thereof, nor was Plaintiff even told she had the right to do so.

6 18. Throughout Plaintiff's employment, approximately three (3) times per week, Plaintiff was
7 not permitted to, and not advised of her right to take her uninterrupted statutory 30-minute meal periods
8 for days on which Plaintiff worked at least five hours, which was each day she worked.

9 19. Throughout Plaintiff's employment, Plaintiff's supervisor, GLASS, ordered and required
10 ONNI employees to use their personal cell phones to receive and respond to work-related text messages
11 and phone calls without reimbursement. For example, ONNI required Plaintiff and other employees to
12 use their personal cell phones to address store issues, to request assistance from each other and their
13 supervisors, to ask questions regarding the scope of their duties, to receive work instructions, and to report
14 any job-related issues. Thus, ONNI violated Labor Code §2802.

15 20. ONNI did not advise its employees of nor did it implement an expense reimbursement
16 policy.

17 21. ONNI unlawfully collected or received part of wages from employees paid by ONNI to
18 said employees in violation of Labor Code §221. *Espejo v. The Copley Press, Inc.*, 13 Cal. App. 5th 329,
19 372 (2017).

20 22. ONNI's failure to reimburse Plaintiff and its employees for work related expenses caused
21 ONNI's employees to be paid less than the minimum wage in violation of Labor Code §§1194, 1194.2,
22 1197, 1197.1. *Sanchez v. AeroGroup Retail Holdings, Inc.*, Case No.: 12-CV-05445-LHK, (N.D. Cal.
23 May 8, 2013)

24 23. ONNI failed to abide by California statutes and employment contracts and paid a lower
25 wage, which was not within the time provided for by statute, while purporting to pay wages designated
26 by statute or "by contract" in violation of Labor Code §§ 204 and 223, as well as an improper collection
27 of wages paid to an employee under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal.
28 App. 4th 36 (2d App. Dist. Mar. 6, 2013).

1 24. Throughout Plaintiff's employment, Plaintiff was not provided with paystubs that
2 complied with Labor Code §226, as ONNI consistently provided incorrect and inaccurate paystubs.

3 25. Plaintiff is informed and believes, and thereon alleges, that herself and other employees
4 were subject to the same violations and, therefore, are aggrieved employees within the meaning of
5 California Labor Code §2699. Thus, Plaintiff, as an aggrieved employee, brings an action against
6 Defendants, on behalf of herself and other current and former employees.

7 26. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23
8 Cal.App.5th 745, as an aggrieved employee, Plaintiff may investigate and pursue claims and penalties on
9 behalf of other aggrieved employees for other violations that she was not personally "aggrieved" by.

10 27. From October 1, 2018 through June 4, 2019 Plaintiff was not reimbursed for using her cell
11 phone, which she should have reimbursed as wages, in an amount according to proof.

12 28. From October 1, 2018 through May 15, 2019, Plaintiff was not paid her wages for missed
13 rest breaks, which should have been paid at Plaintiff's hourly rate of \$24.00, entitling Plaintiff to recover
14 \$3,840.00 as underpaid wages; and

15 29. From October 1, 2018 through June 4, 2019, Plaintiff was not paid her wages for missed
16 meal breaks, which should have been paid at Plaintiff's hourly rate of \$24.00, entitling Plaintiff to recover
17 \$2,520.00 as underpaid wages.

18 30. Pursuant to Labor Code §§ 225.5 and 210, Plaintiff may recover 25 percent of the total
19 underpaid wages, which amounts to at least \$6,360, meaning Plaintiff may recover at least \$1,590.00,
20 which is exclusive of interest.

21
22 **FIRST CAUSE OF ACTION**
23 **FOR PRIVATE ATTORNEY GENERAL ACT**
24 **LABOR CODE §2699**
25 **AGAINST ALL DEFENDANTS**

26 31. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
27 though set forth in full herein.

32. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

33. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

34. On January 8, 2020, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). The violations include Labor Code §§ 201, 201.3, 202, 203, 204, 221, 223, 226, 226.7, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 2802, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

35. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) and §2699.3(c) apply to this action.

36. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

37. Further, as of the filing of this Complaint, Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

PENALTIES

38. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such

1 civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved
2 employee on behalf of himself or herself and other current or former employees) and Labor Code §2699(f)
3 (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil
4 penalty is specifically provided), the aggrieved employees seek recover of all applicable civil penalties,
5 as follows:

- 6 a) As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code
7 except for those for which a civil penalty is specifically provided, in the amount of one hundred
8 dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two
9 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
10 violation; and
- 11 b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent
12 and apart from any other penalty provided for in the Labor Code), for violations of Labor Code
13 §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the
14 aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid
15 wages, and \$100 for each subsequent violation for each underpaid employee for each pay period
16 for which the employee was underpaid. Plaintiff is entitled to recover \$1,250.00 for civil
17 penalties. Plaintiff is also able to collect an additional penalty to be distributed to the other
18 aggrieved employees in an amount according to proof
- 19 c) As applicable, civil penalties under Labor Code §1197.1 (in addition to and entirely
20 independent and apart from any other penalty provided in the Labor Code) for violations of
21 Labor Code §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee
22 for each pay period the aggrieved employee was intentionally underpaid in addition to an
23 amount sufficient to recover underpaid wages, and \$250 for each subsequent violation for each
24 underpaid aggrieved employees regardless of whether the initial violation was intentionally
25 committed in addition to an amount sufficient to recover underpaid wages, with all wages
26 recovered pursuant to Labor Code §1197.1. Plaintiff may also recover penalties under § 1197.1
27 on behalf of herself and for the other aggrieved employees;
- 28

- 1 d) As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely independent
2 and apart from any other penalty provided in the Labor Code) for violations of Labor Code §
3 221 and 223, in the amount of \$100 for each underpaid aggrieved employee for each pay period
4 the aggrieved employee was underpaid, and \$200 for each subsequent violation or any willful
5 or intentional violation, for each underpaid aggrieved employees regardless of whether the
6 initial violation was intentionally committed in addition to 25 percent of the amount unlawfully
7 withheld;
- 8 e) As applicable, civil penalties under Labor Code §210 (in addition to and entirely independent
9 and apart from any other penalty provided in the Labor Code), for each employee who is/was
10 not paid wages in accordance with Labor Code §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5
11 and 1197.5, in the amount of a civil penalty of \$100 for each aggrieved employee per pay period
12 for each initial violation, and \$200 for each aggrieved employee per pay period for each
13 subsequent violation, plus 25 percent of the amount unlawfully withheld;
- 14 f) As applicable, civil penalties under Labor Code §2802 (in addition to and entirely independent
15 and apart from any other penalty provided in the Labor Code), for each violation of Labor Code
16 §2802, in the amount of \$100 for each aggrieved employee per pay period for each violation;
17 and \$200 for each aggrieved employee per pay period for each subsequent violation;
- 18 g) As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely independent
19 and apart from any other civil penalty provided in the Labor Code), for each violation of Labor
20 Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each
21 violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;
- 22 h) As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to and entirely
23 independent and apart from any other penalty provided in the Labor Code), for any aggrieved
24 employee who was discharged or quit, and was not paid all earned wages at termination in
25 accordance with Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil
26 penalty of one day of pay, at the same rate, for each day that he or she was paid late, until
27 payment was/is made, up to a maximum of thirty (30) days; and
28

i) As applicable, any and all additional applicable civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

39. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved employees.

40. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

41. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty, §§203, 210, 225.5, 226.3, 226.7, 510, 512, 558, and 1197.1.

42. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

43. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to Labor Code §§2699(g)(1) and any other applicable statute.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$10,000,000 as follows:

44. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

45. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

- 1 a. For any violation, fifty dollars (\$50) for each aggrieved underpaid employee for
2 each pay period for which the employee was underpaid,;
- 3 b. For each subsequent violation, one hundred dollars (\$100) for each aggrieved
4 underpaid employee for each pay period for which the employees was underpaid,;
5 and
- 6 c. For these amounts to be paid to the aggrieved employees;

7 46. For civil penalties under Labor Code §1197.1, in addition to and entirely independent and
8 apart from any other penalty provided in the Labor Code, for each violation of Labor Code §1197, in the
9 amount of \$100 for each aggrieved employee per pay period for each violation and \$250 for each
10 aggrieved employee per pay period for each subsequent violation;

11 47. For civil penalties under Labor Code §210, in addition to and entirely independent and
12 apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved
13 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for
14 each subsequent violation, plus 25 percent of the amount unlawfully withheld;

15 48. For civil penalties under Labor Code §2802, in addition to and entirely independent and
16 apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved
17 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for
18 each subsequent violation;

19 49. For civil penalties under Labor Code §225.5, in addition to and entirely independent and
20 apart from any other penalty provided in the Labor Code, for each violation of Labor Code §§221 and
21 223, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for
22 each aggrieved employee per pay period for each subsequent violation or for each willful or intentional
23 violation, in addition to 25 percent of the amount unlawfully withheld;

24 50. For civil penalties under Labor Code §226.3, in addition to and entirely independent and
25 apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved
26 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for
27 each subsequent violation;

28

1 51. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely
2 independent and apart from any other penalty provided in the Labor Code, in the amount of one day of
3 pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination,
4 until payment was/is made, up to a maximum of thirty (30) days;

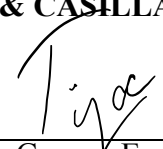
5 52. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6,
6 Labor Code §1194(a), and/or Civil Code §3287;

7 53. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and
8 any other applicable statute; and

9 54. For such relief as this Court may deem just and proper, including reasonable attorneys'
10 fees and costs incurred;

11 DATED: April 10, 2020

GUERRA & CASILLAS LLP

12
13 By: 

14 _____
15 Ruben Guerra, Esq.
16 Tizoc Perez-Casillas, Esq.
17 Attorney for Plaintiff
18 CHENIQUE HANNAH

19
JURY TRIAL DEMANDED

20 Plaintiff demands trial of all issues by jury.

21 DATED: April 10, 2020

GUERRA & CASILLAS LLP

22 By: 

23 _____
24 Ruben Guerra, Esq.
25 Tizoc Perez-Casillas, Esq.
26 Attorney for Plaintiff
27 CHENIQUE HANNAH
28