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ATTORNEYS FOR PLAINTIFF, LISSETTE NUNEZ PAREDES
AND THOSE SIMILARLY SITUATED

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 6/3/2020
By /s/ Una Finau
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO
UNLIMITED JURISDICTION

LISSETTE NUNEZ PAREDES,	)	CASE No. 20-CIV-02362
INDIVIDUALLY AND ON BEHALF OF THOSE	)	
SIMILARLY SITUATED,	)	COMPLAINT
	)	
PLAINTIFF,	)	1. Violation of Private Attorneys General
	)	Act Relating to Labor Code Section
V.	)	226(a)(7)
	)	
JSN BAY CONTRACT, INC., A	)	2. Violation of Private Attorneys General
CALIFORNIA CORPORATION, AND DOES 1	)	Act Relating to Failure to Provide
THROUGH 10, INCLUSIVE,	)	Compliant Rest Periods
	)	
DEFENDANTS.	)	3. Violation of Private Attorneys General
	)	Act Relating to Failure to Provide
	)	Compliant Meal Periods
	)	
	)	

Plaintiff, Lissette Nunez Paredes, on behalf of herself and others similarly situated, makes the following allegations against Defendant, JSN Bay Contract, Inc., and Does 1 through 10, inclusive.

I. NATURE OF ACTION AND INTRODUCTORY STATEMENT

1. Plaintiff LISSETTE NUNEZ PAREDES ("PLAINTIFF") brings this Private Attorneys General Act ("PAGA") representative action against Defendant JSN BAY CONTRACT, INC. and Does 1 through 10, inclusive ("DEFENDANTS") for (1)

1 providing wage statements to current and former California employees that do not
2 contain the last four digits of their social security numbers or employee identification
3 numbers in violation of Labor Code section 226(a)(7), (2) failing to provide compliant
4 rest periods or premium pay relating to missed rest periods in violation of Labor Code §
5 226.7, and (3) failing to provide compliant meal periods or premium pay relating to
6 missed meal periods in violation of Labor Code § 226.7 and 512.

7 2. PLAINTIFF seeks civil penalties under the PAGA for the violations.

8 **II. JURISDICTION AND VENUE**

9 3. DEFENDANTS are subject to the Court's personal jurisdiction and have minimal
10 contacts with this county. DEFENDANTS provide janitorial services to clients within
11 this county. In addition, venue is proper in this Court under Code of Civil Procedure 395
12 et seq. because a substantial number of events, obligations, and claims accrued or
13 occurred in this county. DEFENDANT JSN Bay Contract, Inc. is registered as a
14 California Corporation with its principal place of business in South San Francisco,
15 California.

16 **III. PARTIES**

17 4. Plaintiff Lissette Nunez Paredes is and at all relevant times was a resident of South
18 San Francisco, California. During the past year, PLAINTIFF was employed by
19 DEFENDANTS and performed janitorial work for them in South San Francisco.

20 5. PLAINTIFF is an "aggrieved employee" within the meaning of Labor Code
21 § 2699(c) because she was employed by DEFENDANTS and suffered the Labor Code
22 violations in common with former or current employees of DEFENDANTS.

23 6. At all relevant times, DEFENDANT JSN Bay Contract, Inc. was a corporation
24 with its principal place of business and headquarters in South San Francisco, California.
25 DEFENDANTS were the employer of PLAINTIFF and other similarly situated current
26 and former employees, as defined in the California Labor Code, Industrial Welfare
27 Commission Wage Orders. DEFENDANTS provide janitorial services to customers in
28 California.

7. The true names and capacities of the DEFENDANTS named as DOES 1 through 10, inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth the true names and capacities of these fictitious DEFENDANTS when they are ascertained. PLAINTIFF is informed and believes and thereon alleges that each DEFENDANT, directly or indirectly, or through agents or other persons, jointly employed PLAINTIFF and other similarly situated current and former employees and exercised control over their wages, hours, wage statements and working conditions. PLAINTIFF is informed and believes and thereon alleges that, at all relevant times, each DEFENDANT was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest, alter ego, and/or predecessor in interest of some or all of the other DEFENDANTS, and was engaged with some or all of the other DEFENDANTS in a joint enterprise for profit, and bore such other relationships to some or all of the other DEFENDANTS so as to be liable for their conduct with respect to the matters alleged below. PLAINTIFF is informed and believes and thereon alleges that each DEFENDANT acted pursuant to and within the scope of the relationships alleged above, that each DEFENDANT knew or should have known about, and authorized, ratified, adopted, approved, controlled, and aided and abetted the conduct of all other DEFENDANTS.

IV. FACTUAL ALLEGATIONS

8. On information and belief, PLAINTIFF and other former and current employees of DEFENDANTS received wage statements from at least March 30, 2019 to present that do not contain the last four digits of the employee's social security number or employee identification number as required by Labor Code section 226(a)(7).

9. On information and belief, DEFENDANTS failed to provide off-duty 10-minute rest periods for every four hours of work or major fraction thereof and uninterrupted, off-duty 30-minute meal periods for every five hours of work. PLAINTIFF and other non-exempt employees frequently worked 3.5 hours or more, but were not provided 10-minute rest periods or premium pay for missed rest periods. On further information and

1 belief, certain non-exempt employees of DEFENDANTS worked five hours or more, but
2 were not provided 30-minute meal periods or premium pay for missed meal periods.
3 PLAINTIFF and other non-exempt employees could not take rest and/or meal periods
4 due to heavy workload or DEFENDANTS' policies.

5 10. Pursuant to Labor Code § 2699 et seq., any provision of the Labor Code
6 that provides for a civil penalty to be assessed and collected by the Labor and Workforce
7 Development Agency ("LWDA") or any of its departments, divisions, commissions,
8 boards, agencies or employees for violation of the code may, as an alternative, be
9 recovered through a civil action brought by an aggrieved employee on behalf of himself
10 or herself and other current or former California employees pursuant to the procedures
11 specified in Labor Code § 2699.3.

12 11. PLAINTIFF is an "aggrieved employee" because she was employed by the
13 alleged violators and had one or more of the alleged violations committed against her,
14 and therefore is properly suited to represent the interests of other current and former
15 California employees of DEFENDANTS who had the same, similar or other violations
16 committed against them ("PAGA Represented Employees").

17 12. PLAINTIFF exhausted her administrative remedies and notice
18 requirements by the online filing of a letter with the LWDA on March 30, 2020, which
19 sets forth allegations contained herein including, but not limited to, violations of Labor
20 Code §226(a)(7), among other violations. *Brown v. Ralphs Grocery Co.* (2018) 28
21 Cal.App.5th 824, 838 (PAGA notice alleging wage statements failed to include the name
22 and address of the legal entity that is the employer was sufficient). In particular,
23 PLAINTIFF provided notice to the LWDA and DEFENDANTS that DEFENDANTS
24 failed to provide wage statements that contain the last four digits of the employee's social
25 security number or employee identification number, and failed to provided compliant
26 meal and rest periods, along with other allegations. PLAINTIFF also paid the required
27 \$75 filing fee to the LWDA on or about the same date pursuant to Labor Code §
28 2699.3(c)(1)(B). Further, the letter was served on DEFENDANTS via certified mail on

1 March 30, 2020. DEFENDANTS did not cure the violations or notify the LWDA or
2 PLAINTIFF of any cure within the deadline set forth in Labor Code § 2699.3, and the
3 LWDA did not provide notice that it planned to investigate the allegations within 65 days
4 of the PAGA notice. As a result, PLAINTIFF has authority under PAGA to commence
5 this action. Thus, PLAINTIFF exhausted her administrative remedies and notice
6 requirements under the Private Attorneys General Act and is authorized to pursue this
7 representative action against DEFENDANTS.

8 V. CAUSES OF ACTION

9 FIRST CAUSE OF ACTION 10 VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (Violation of Labor Code §§ 226(a)(7) and 2699 et seq.)

11 (By PLAINTIFF, on behalf of herself and similarly situated current and former
12 California employees (PAGA Represented Employees))

13 13. PLAINTIFF realleges and incorporates the foregoing paragraphs as though
14 fully set forth herein.

15 14. Labor Code § 226(a)(7) requires that employers, including
16 DEFENDANTS, to furnish employees with each wage payment an accurate, itemized
17 writing that shows the last four digits of the employee's social security number or
18 employee identification number.

19 15. On information and belief, PLAINTIFF and other PAGA Represented
20 Employees were employed by DEFENDANTS and received wage statements from at
21 least March 30, 2019 to present that do not contain the last four digits of the employee's
22 social security number or employee identification number, as required by Labor Code
23 section 226(a)(7). PLAINTIFF received wage statements that did not contain any of this
24 information. On information and belief, other former and current California employees
25 of DEFENDANTS received similar wage statements, which do not contain the last four
26 digits of their social security numbers or employee identification numbers.

27 16. According to California courts (*Lopez v. Friant & Associates, LLC* (2017)
28 15 Cal.App.5th 773; *Raines v. Coastal Pacific Food Distributors, Inc.* (2018) 23

Cal.App.5th 667), PLAINTIFF need not establish the violations were knowing and intentional or injuries were suffered to prevail on this PAGA claim, even though the violations were knowing and intentional and injuries were suffered because the last four digits of the social security number or employee identification number could not be determined from the wage statements alone, such that PLAINTIFF had to hire an attorney to determine this information.

17. On behalf of herself and other current and former California employees of DEENDANTS, PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor Code §§ 226(a)(7) and/or 2699 during the applicable statute of limitations, from at least one year prior to the date the PAGA notice was provided to the LWDA and DEFENDANTS to present, along with attorney's fees and costs.

**SECOND CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
(Violation of Labor Code §§ 226.7 and 2699 et seq.)**

(By PLAINTIFF, on behalf of herself and similarly situated current and former California employees (PAGA Represented Employees))

18. PLAINTIFF realleges and incorporates by reference the foregoing paragraphs as though fully set forth herein.

19. Labor Code § 226.7(a) provides: "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." The same provision provides that employees are entitled to an hour of pay for each missed rest period. Wage Orders provide non-exempt employees must be provided a 10-minute meal period for every four hours of work or major fraction thereof.

20. On information and belief, PLAINTIFF and other non-exempt employees of DEFENDANTS were not provided timely, off-duty 10-minute rest periods for each four-hour work period or major fraction thereof. On information and belief, DEFENDANTS did not permit PLAINTIFF and other non-exempt employees to take off-duty 10-minute rest periods for every 3.5 or more hours worked. As a result PLAINTIFF

1 and other non-exempt employees were entitled to premium pay for missed rest periods,
2 which was not provided by DEFENDANTS in violation of Labor Code §§ 226.7.

3 21. Labor Code § 2699, *et seq.* imposes upon DEFENDANTS penalties for
4 violations of Labor Code section 226.7, along with the other Labor Code sections.

5 22. Pursuant to Labor Code § 2699 *et seq.*, PLAINTIFF seeks to recover civil
6 penalties on behalf of herself and other current and former non-exempt employees of
7 DEFENDANTS who worked in California. The exact amount of the applicable penalties
8 and wages is unknown at this time, but an amount to be shown according to proof at trial.

9 23. For bringing this action, PLAINTIFF is entitled to attorney's fees and costs
10 incurred herein under Labor Code § 2699 *et seq.*

11 **THIRD CAUSE OF ACTION**
12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**
13 **(Violation of Labor Code §§ 226.7, 512 and 2699 *et seq.*)**

14 **(By PLAINTIFF, on behalf of current and former California employees (PAGA
15 Represented Employees))**

16 24. PLAINTIFF realleges and incorporates by reference the foregoing
17 paragraphs as though fully set forth herein.

18 25. Under Labor Code § 512, an employer shall not employ an employee for a
19 work period of more than five hours without providing the employee with a meal period
20 of not less than 30 minutes. A second meal period must be provided when an employee
21 works over 10 hours in a workday.

22 26. Under Labor Code § 226.7, an employer shall not require an employee to
23 work during a meal period. If an employer fails to provide an employee a 30-minute,
24 uninterrupted meal period, in accordance with the applicable wage orders, the employer
25 shall pay the employee one additional hour of pay at the employee's regular rate of pay
26 for each workday that a meal period is not provided.

27 27. On information and belief, DEFENDANTS failed to provide timely, off-
28 duty and uninterrupted 30-minute meal periods to certain non-exempt employees who
were not subjected to valid waivers.

28. Labor Code § 2699, *et seq.* imposes upon DEFENDANTS penalties for violations of Labor Code sections 226.7 and 512, along with the other Labor Code sections.

29. Pursuant to Labor Code § 2699 et seq., PLAINTIFF seeks to recover civil penalties on behalf of current and former non-exempt employees of DEFENDANTS who worked in California and suffered violations. The exact amount of the applicable penalties and wages is unknown at this time, but an amount to be shown according to proof at trial.

30. For bringing this action, PLAINTIFF is entitled to attorney's fees and costs incurred herein under Labor Code § 2699 et seq.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of herself and similarly situated current and former California employees of DEFENDANTS, pray for judgment and relief against DEFENDANTS as follows:

a. For PAGA civil penalties pursuant to Labor Code §§ 226(a)(7), 226.7, 512 and/or 2699 et seq., along with other applicable Labor Code sections.

b. For attorney's fees and costs pursuant to Labor Code § 2699 et seq. and any other applicable Labor Code sections.

c. For pre- and post-judgment interest, and

d. For such other relief as the Court deems just and proper.

DATE: JUNE 3, 2020

WOODALL LAW OFFICES

BY:

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NUNEZ PAREDES AND SIMILARLY
SITUATED FORMER AND CURRENT
CALIFORNIA EMPLOYEES OF DEFENDANTS