

ACKERMANN & TILAJEF, P.C.

Craig J. Ackermann, CA Bar No. 229832

cja@ackermanntilajef.com

Sam Vahedi (SBN 282660)

sv@ackermanntilajef.com

Avi Kreitenberg (CA State Bar No. 266571)

ak@ackermanntilajef.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (310) 277-0614

Facsimile: (310) 277-0635

LAW OFFICE OF TATIANA HERNANDEZ P.C.

Tatiana Hernandez, CA Bar No. 255322

tatiana@thawpc.com

1180 South Beverly Drive, Suite 610

Los Angeles, California 90035

Telephone: (310) 824-3828

Facsimile: (310) 862-6851

Attorneys for Plaintiff and the Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**ALFONSO SERVIN, individually and on behalf
of all others similarly situated,

PLAINTIFF,

v.

NOBLE HOUSE HOME FURNISHINGS LLC,
a California Corporation, and DOES 1 to 100,
inclusive,

DEFENDANTS.

CASE NO:**REPRESENTATIVE ACTION COMPLAINT
FOR:**1. Penalties Pursuant to Labor Code § 2699, *et seq.*
for violations of Labor Code § 226

1 Plaintiff ALFONSO SERVIN, ("Plaintiff"), on behalf of the people of the State of
2 California and as an "Aggrieved Employee" acting as a private attorney general under the
3 California Labor Code Private Attorneys General Act of 2004, § 2698, *et seq.* ("PAGA")
4 complains of Defendant NOBLE HOUSE HOME FURNISHINGS LLC ("Defendant") and DOES
5 1 to 100, each of them as follows:

6 **OVERVIEW OF CLAIMS**

7 1. Plaintiff brings this action on behalf of himself and as a representative action, and
8 on behalf of the California general public, against Defendant Noble House Home Furnishing LLC
9 ("Defendant") and Does 1 to 100 (collectively, "Defendants") for PAGA penalties based on
10 Defendants' failure to provide accurate itemized wage statements to Plaintiff and other current and
11 former hourly, non-exempt workers of Defendants in the State of California ("Aggrieved
12 Employees"). As a result of the foregoing, Defendants have violated California statutory laws as
13 described below.

14 2. The "PAGA Period" is designated as the period from one year prior to Plaintiff's
15 mailing of the LWDA notice letter (*i.e., from* April 14, 2019) through the present.

16 **VENUE**

17 3. Venue is proper in this county under section 395.5 of the California Code of Civil
18 Procedure as the allegations herein took place within Los Angeles County. Further, Defendants
19 keep and maintain its warehouses within Los Angeles County. Actions that give rise to
20 Defendants' liability took place within Los Angeles County. Therefore, venue is proper in Los
21 Angeles County.

22 **JURISDICTION**

23 4. Defendant Noble House Home Furnishing, LLC is within the jurisdiction of this
24 Court. Defendant transacts its wholesale furniture business in Southern California and maintains
25 its warehouses in Los Angeles County. Thus, Defendant has obtained the benefits of the laws of
26 the State of California. In addition, Plaintiff asserts no claims arising under federal law. Rather,
27 Plaintiff brings causes of action based solely on, and arising from, California law.

1 **THE PARTIES**

2 5. Plaintiff Alfonso Servin resides in Los Angeles, California in Los Angeles County
3 of California. Throughout the PAGA period, Defendant employed Plaintiff as an hourly, non-
4 exempt worker. From at least April 14, 2019 through the present, Plaintiff and the Aggrieved
5 Employees were not issued accurate itemized wage statements.

6 6. Plaintiff represents the State of California and the following group of employees:
7 *Plaintiff and all other California residents who are or were employed by Defendant as an hourly,*
8 *non-exempt worker in California from April 14, 2019 to the present* (the “Aggrieved Employees”).
9 All such Aggrieved Employees received inaccurate wage statements from Defendant each pay
10 period.

11 7. Defendant Noble House Home Furnishing, LLC is a California Corporation that
12 keeps and maintains a regional headquarters in Chatsworth, California. Defendant is in the
13 wholesale industry, specifically selling and manufacturing furniture for wholesale.

14 8. The true names and capacities, whether individual, corporate, associate, or
15 otherwise, of Defendant sued herein as DOES 1 to 100 inclusive, are currently unknown to
16 Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure §
17 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
18 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to
19 herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
20 capacities of the Defendants designated hereinafter as DOES when such identities become known.

21 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
22 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
23 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
24 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
25 employer and/or joint employer of Plaintiff, and the other Aggrieved Employees. Further, Labor
26 Code § 558.1 explicitly allows Plaintiff to name any owner, director, officer, or managing agent of
27 Defendant Noble House Home Furnishing, LLC as a Doe Defendant for violations of Labor Code
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1 § 226.

2 **FACTUAL ALLEGATIONS**

3 10. Defendants operate and, at all times during the PAGA Period, has done and does
4 business in California by providing wholesale furnishing in the State of California to its contracted
5 clients. Defendants, in the course of operating their business in California during the PAGA
6 Period, employed Plaintiff and the Aggrieved Employees.

7 11. Since at least April 14, 2019, Plaintiff and the Aggrieved Employees have been
8 receiving inaccurate wage statements, in violation of California Labor Code § 226 and PAGA.
9 Specifically, Plaintiff and the Aggrieved Employees have received wage statements during the
10 relevant time period that did not contain the employer's address, as required by section 226(a)
11 subsection (8).

12 12. Plaintiff and the Aggrieved Employees are, and at all times relevant to this lawsuit,
13 have been non-exempt employees within the meaning of California Labor Code § 500, *et seq.*, and
14 the rules and regulations of the California IWC Wage Orders.

15 13. As a result of Defendants' violation of Plaintiff and the Aggrieved Employees'
16 rights under California Labor Code section 226(a), Plaintiff and the Aggrieved Employees were
17 unable to promptly and easily determine from the wage statements alone the information required
18 by Labor Code § 226(a) subsection (8).

19 14. California Labor code section 226.3 states:

20 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
21 penalty in the amount of two hundred fifty dollars (\$250) per employee per
22 violation in an initial citation and one thousand dollars (\$1,000) per employee for
23 each violation in a subsequent citation, for which the employer fails to provide the
24 employee a wage deduction statement or fails to keep the records required in
25 subdivision (a) of Section 226. The civil penalties provided for in this section are in
26 addition to any other penalty provided by law.

27 15. In violation of California law, Defendants knowingly and intentionally issued
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1 Plaintiff and the Aggrieved Employees inaccurate wage statements in violation of California Labor
2 Code § 226(a), triggering civil penalties under 226.3. Defendants' act in doing so was willful,
3 intentional, deliberate and with an improper motive amounting to malice and in conscious
4 disregard of the rights of Plaintiff and the Aggrieved Employees, thereby entitling Plaintiff and the
5 Aggrieved Employees to recover nominal, actual, compensatory, and all damages so allowable
6 under California law, in amount according to proof at trial.

7 16. Plaintiff has fully and completely exhausted and/or will have fully and completed
8 and exhausted his administrative remedies under PAGA in order to proceed with the PAGA claim.
9 On April 14, 2020, Plaintiff filed his PAGA Notice online with the Labor Workforce Development
10 Agency, ("LWDA") and sent a letter by certified mail to Defendant Noble House Home
11 Furnishing, LLC setting forth the facts and theories of the violations alleged against Defendants, as
12 prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00
13 filing fee with the LWDA by regular mail. Pursuant to Labor Code § 2699.3(a)(2)(A), Plaintiff
14 will have satisfied his administrative pre-requisites after sixty-five (65) calendar days of the
15 postmark date of the PAGA notice have elapsed.

16 **FIRST CAUSE OF ACTION**

17 **LABOR CODE PRIVATE ATTORNEY GENERAL ACT**

18 **[Cal. Labor Code §§ 2698-2699.5; 226, 226.3]**

19 **On Behalf of Plaintiff and the Aggrieved Employees Against All Defendants**

20 17. Plaintiff, on behalf of himself and all Aggrieved Employees, re-alleges and
21 incorporates by reference each and every allegation set forth in the preceding paragraphs.

22 18. Based on the above allegations incorporated by reference, Defendants have violated
23 Labor Code § 226(a) by failing to provide accurate itemized wage statements to Plaintiff and the
24 Aggrieved Employees. *See Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal. App. 4th 949, 961
25 (employers that do not list the defendant employer's name and address...are not adequate itemized
26 wage statements").

27 19. Defendants' failure to provide accurate itemized wage statements resulted in
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1 Plaintiff and the Aggrieved Employees suffering damage by not being able to discern the legal
2 entity that employs them from the wage statements alone.

3 20. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
4 2699, et. seq., because of Defendants' violations of Labor Code § 226(a).

5 21. Plaintiff seeks to recover the PAGA civil penalties through a representative action
6 as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
7 Cal.4th 969. Therefore, class certification hereby of the PAGA claims is not required, but Plaintiff
8 may choose to seek certification of the PAGA claims.

9 22. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and
10 all other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of
11 trial subject to the following formula:

12 \$100 for the initial violation per employee per pay period; and

13 \$200 for each subsequent violation per employee per pay period.

14 These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce
15 Development Agency (LWDA) and twenty-five percent (25%) to the affected employees.

16 **PRAYER FOR RELIEF**

17 Wherefore, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for
18 judgment against Defendant as follows:

19 1. On the First Cause of Action:

20 a. A civil penalty against Defendants, in the amount of \$100 for the initial
21 violation and \$200 for each subsequent violation as specified in section 2699(f)(2) of the
22 California Labor Code for Plaintiff and the Aggrieved Employees during all of the pay periods
23 from April 14, 2019 through date of trial;

24 b. An award of reasonable attorney's fees against Defendants as specified in
25 Labor Code § 2699(g)(1), for all the work performed by the undersigned counsel in connection
26 with the PAGA claims;

27 c. An award of all costs incurred by the undersigned counsel for Plaintiff in
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1 connection with Plaintiff's and the Aggrieved Employees' PAGA claim against Defendants, as
2 provided for in Labor Code § 2699(g)(1);

3 2. All other relief as this Court deems proper.
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5 Dated: June 16, 2020

Respectfully submitted,

6 **ACKERMANN & TILAJEF, P.C.**
7 **LAW OFFICE OF TATIANA HERNANDEZ P.C.**

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Craig Ackermann, Esq.

10 Tatiana Hernandez, Esq.

11 Counsel for Plaintiff and the Aggrieved Employees
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