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GUADALUPE PEREDA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

GUADALUPE PEREDA, individually and as
a private attorney general;

Plaintiff,

vs.

G. WANG, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **CIV DS 2017101**

COMPLAINT FOR:

**(1) PRIVATE ATTORNEY GENERAL
ACT, LABOR CODE §2698 ET SEQ**

DEMAND FOR JURY TRIAL

1 Plaintiff GUADALUPE PEREDA (“Plaintiff”), as an individual and as a private attorney
2 general, alleges as follows:

3 **THE PARTIES, JURISDICTION AND VENUE**

4 1. Plaintiff is, and at all relevant times mentioned herein was, a resident of the County of
5 San Bernardino, State of California.

6 2. Defendant G. WANG, INC. (“G. Wang”), is a corporation organized and existing under
7 the laws of the State of California and registered to do business in California, and a resident of the
8 County of San Bernardino County, State of California.

9 3. G. Wang is doing business, in part, in the County of San Bernardino, State of
10 California, as Best Western Plus Ontario Airport.

11 4. G. Wang at all times herein mentioned was, (a) conducting business in the County of
12 San Bernardino, State of California; (b) the employer of Plaintiff consistent with California Labor
13 Code and Industrial Welfare Commission Wage Orders; and (c) Plaintiff’s employer as defined
14 under Government Code section 12926 subsection (c).

15 5. The acts alleged herein arose in San Bernardino County, within the State of California.

16 6. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
17 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,
18 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that at all
19 times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant,
20 employee, co-venturer, and/or co-conspirator of each of the other defendants and was at all times
21 mentioned, acting within the scope, purpose, consent, knowledge, ratification and authorization of
22 such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to
23 allege their true names and capacities when ascertained. Plaintiff is informed and believes and
24 thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner
25 for the occurrences herein alleged, and that Plaintiff’s damages as herein alleged was proximately
26 caused by its conduct. Doe Defendants 1 through 50 and G. Wang are herein collectively referred
27 to as “Defendants.”
28

GENERAL ALLEGATIONS

7. Plaintiff was employed by Defendants from approximately May 2011 to June 2019 as an hourly non-exempt employee at Defendants' Best Western Plus in Ontario, California.

8. Plaintiff's duties and responsibilities included, in part, housekeeping and general labor.

9. Defendants failed to keep accurate time records for Plaintiff and similarly aggrieved current and former non-exempt employees ("Aggrieved Employees") throughout their employment. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked.

10. Plaintiff and Aggrieved Employees of Defendants were unable to take legally required uninterrupted thirty (30) minute meal periods.

11. Plaintiff and Aggrieved Employees were required to regularly work more than five (5) hours without being provided a meal period and to work more than ten (10) hours without being provided with a second meal period.

12. Plaintiff and Aggrieved Employees never waived their rights to a meal period when they worked six (6) or more hours.

13. Further, on those occasions where Plaintiff and Aggrieved Employees were able to take a meal period, Defendants failed to meet their obligations of relieving Plaintiff and Aggrieved Employees of all of their duties, relinquishing control over their activities, and permitting them a reasonable opportunity to take an uninterrupted thirty (30) minute breaks. On the contrary, Defendants impeded or discouraged Plaintiff and Aggrieved Employees from taking an uninterrupted thirty (30) minute meal period.

14. In fact, Defendant failed to ensure that there was adequate staffing to allow Plaintiff and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; Defendant required Plaintiff and other Aggrieved Employees to wait in line to clock in for the start of their shift or meal period; and Defendant required Plaintiff and other Aggrieved Employees remain on-call and respond to work-related requests at all times, including during meal periods.

15. Plaintiff and Aggrieved Employees never received payment of one (1) additional hour of pay at their regular rate of pay when a meal period was missed or interrupted.

1 16. Plaintiff and Aggrieved Employees were never able to take an uninterrupted ten (10)
2 minute rest break and were reprimanded every time they asked for one or attempted to take one.

3 17. On those occasions where Plaintiff and Aggrieved Employees were able to take a rest
4 break, Defendants interrupted the break or required them to return to work prior to ten (10)
5 minutes.

6 18. Plaintiff and Aggrieved Employees never received payment of one (1) additional hour
7 of pay at their regular rate of pay when a rest break was missed or interrupted.

8 19. On numerous occasions, Plaintiff and Aggrieved Employees requested that their
9 supervisors provide them with a ten (10) minute uninterrupted rest break and/or a thirty (30) minute
10 uninterrupted meal period, however such requests were denied and met with hostility.

11 20. As a result of Defendants' failure to provide Plaintiff and Aggrieved Employees with
12 lawful meal periods and rest breaks, Plaintiff and Aggrieved Employees earned unpaid minimum
13 wages and overtime wages throughout their employment.

14 21. Furthermore, Defendants often requested Plaintiff and Aggrieved Employees to keep
15 working after they clocked-out for the day to finish their assigned work. This off-the-clock work
16 included, amongst other things, requiring Plaintiff and Aggrieved Employees to: (1) respond to
17 Employer and work-related requests and perform work while clocked out for purported meal
18 breaks; (2) perform work before clocking in for the start of their shift; (3) required to wait in line
19 to clock in for the start of their shift or meal period; and (4) perform work after clocking out for
20 the end of their shift. Defendants failed to pay Plaintiff and Aggrieved Employees for time worked
21 off the clock at the end of their respective shifts.

22 22. Plaintiff and Aggrieved Employees regularly worked more than eight (8) hours in a
23 day, and/or forty (40) hours in a week during their employment with Defendants.

24 23. Plaintiff and Aggrieved Employees did not receive payment of all wages, including
25 overtime and minimum wages and meal and rest period premiums, within any time permissible
26 under California Labor Code section 204.

27 24. Plaintiff and Aggrieved Employees were entitled to receive complete and accurate
28 wage statements in accordance with California law, but, in fact, they did not receive complete and

1 accurate wage statements from Defendants. The deficiencies included, inter alia, the failure to
2 include the total number of hours worked by Plaintiff and Aggrieved Employees and the failure to
3 include premium pay for missed and/or interrupted rest and meal breaks.

4 25. On or about May 22, 2020, Plaintiff notified Defendants via certified mail and filed an
5 online PAGA claim notice with the California Labor and Workforce Development Agency
6 (“LWDA”) identifying Defendants’ violations of the California Labor Code identified in this
7 Complaint and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code
8 section 2698 et seq.

9 **FIRST CAUSE OF ACTION**
10 **(PAGA Claims - Against All Defendants)**

11 26. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
12 forth above.

13 27. Plaintiff brings this claim as an individual employee and in her capacity as a private
14 attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code
15 section 2698, et seq. (“PAGA”).

16 28. On or about May 22, 2020, Plaintiff notified Defendants via certified mail and filed an
17 online PAGA claim notice with the California Labor and Workforce Development Agency
18 (“LWDA”) identifying Defendants’ violations of the California Labor Code identified in this
19 Complaint and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code
20 section 2698 et seq. The LWDA assigned Plaintiff’s case number LWDA-CM-787755-20.

21 29. Plaintiff also submitted a filing fee of seventy-five (\$75.00) to the LWDA in
22 accordance with Labor Code section 2699.3(a)(1)(B). Sixty-five days have passed from the date
23 of Plaintiff’s notice to the LWDA, and thus Plaintiff has exhausted her administrative remedies,
24 thereby allowing Plaintiff to commence a civil action against Defendants pursuant to Labor Code
25 section 2699.

26 30. During all relevant times for this action, Defendants regularly required Plaintiff and
27 Aggrieved Employees to work more than eight (8) hours per day and forty (40) hours per week.
28 However, Plaintiff and Aggrieved Employees were not paid wages, including minimum wages

1 and/or overtime wages, for such time worked. Instead, Plaintiff and Aggrieved Employees were
2 paid for just eight (8) hours in a day or forty (40) hours in a week.

3 31. During all relevant times for this action, Defendants failed to provide uninterrupted
4 meal periods to Plaintiff and Aggrieved Employees when they worked more than five (5) hours
5 per day and ten (10) hours per day because Defendants required Plaintiff and Aggrieved
6 Employees to stay on duty and never provided an uninterrupted first or second meal break.

7 32. In addition, Defendants failed to permit Plaintiff and Aggrieved Employees to take
8 uninterrupted rest breaks for any shift exceeding four (4) hours of work or a major fraction thereof.

9 33. Although Defendants failed to provide uninterrupted meal and rest breaks as required
10 by California law, Defendants failed to pay Plaintiff and Aggrieved Employees premium pay for
11 those days in which they were not permitted to take a meal and/or rest break which was duty free.

12 34. In addition, Defendants failed to provide Plaintiff and Aggrieved Employees with
13 properly itemized wage statements because, including but not limited to, Defendants failed to
14 include the actual hours worked, the correct rate of pay and the meal and rest period premiums
15 owed.

16 35. Further, Defendants failed to provide Plaintiff and other similarly Aggrieved
17 Employees with the amount of sick leave available, or paid time off leave provided in lieu of sick
18 leave and further failed to accurately include such information on itemized wage statements.

19 36. In addition, Defendants failed to pay Plaintiff and similarly Aggrieved Employees for
20 all earned and unused and accrued vacation time at their final rate of pay at the time of termination
21 of their employment.

22 37. Further, during Plaintiff and Aggrieved Employees' employment, Defendants were
23 required to pay all wages earned for labor in excess of the normal work period not later than the
24 payday for the next regular payroll period. However, Defendants failed to pay Plaintiff and
25 Aggrieved Employees all wages due to them within the time period specified by California Labor
26 Code section 204, including premiums owed.

27 38. Additionally, Defendants failed to timely pay Plaintiff and other similarly Aggrieved
28 Employees all wages at the end of employment.

1 39. Plaintiff, as an “Aggrieved Employee” within the meaning of Labor Code § 2698 *et*
2 *seq.*, acting on behalf of herself and other similarly Aggrieved Employees, brings this
3 representative action against Defendants to recover the civil penalties due to Plaintiff, other
4 similarly Aggrieved Employees, and the State of California according to proof pursuant to Labor
5 Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and \$200.00
6 for each subsequent violation per employee per pay period for the following Labor Code
7 violations:

- 8 a. Failing to pay Plaintiff and other similarly Aggrieved Employees all earned
9 minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et*
10 *seq.*;
- 11 b. Failing to pay Plaintiff and other similarly Aggrieved Employees all earned
12 overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et*
13 *seq.*;
- 14 c. Failing to pay Plaintiff and other similarly Aggrieved Employees an additional
15 hour of premium pay for meal period violations in violation of Labor Code §§
16 226.7 and 512;
- 17 d. Failing to pay Plaintiff and other similarly Aggrieved Employees an additional
18 hour of premium pay for rest period violations in violation of Labor Code §§ 226.7
19 and 512;
- 20 e. Failing to timely pay Plaintiff and other similarly Aggrieved Employees all wages
21 owed during employment;
- 22 f. Failing to furnish Plaintiff and other similarly Aggrieved Employees with
23 complete, accurate, itemized wage statements in violation of Labor Code § 226;
- 24 g. Failing to maintain accurate records relating to Plaintiff and other similarly
25 Aggrieved Employees work periods, meal periods, total daily hours, hours per pay
26 period, and applicable pay rates;
- 27 h. Failing to provide Plaintiff and other similarly Aggrieved Employees with the
28 amount of sick leave available, or paid time off leave provided in lieu of sick leave

and further failed to accurately include such information on itemized wage statements in violation of Labor Code §§ 245.5, 246, and 226;

i. Failing to pay Plaintiff and similarly Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment in violation of Labor Code § 227.3;

j. Failing to timely pay Plaintiff and other similarly Aggrieved Employees all wages at the end of employment in violation of Labor Code § 203.

34. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which they are entitled to recover under California Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. For statutory attorneys' fees and costs pursuant to Labor Code section 2668 et seq., and as allowed by law and according to proof;

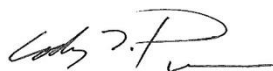
2. For statutory civil penalties pursuant to Labor Code section 2668 et seq., and as allowed by law and according to proof;

3. For pre- and post-judgment interest at the maximum legal rate on all amounts claimed; and

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

DATED: July 28, 2020

PAYNE NGUYEN, LLP

By: 

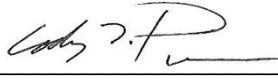
Cody Payne
Kim Nguyen
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GUADALUPE PEREDA

PLAINTIFF'S DEMAND FOR A JURY TRIAL

Plaintiff GUADALUPE PEREDA hereby demands a trial by jury.

DATED: July 28, 2020

PAYNE NGUYEN, LLP

By: 

Cody Payne
Kim Nguyen
Attorneys for Plaintiff
GUADALUPE PEREDA