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individually and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EDGAR QUEZADA GONZALEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

TITAN SENQUEST MANAGEMENT,
INC.; and DOES 1-100, inclusive,

Defendants.

Case No. 20STCV32707

Assigned for all purposes to
Hon. Elihu M Berle, Dept. 6

**SECOND AMENDED COMPLAINT FOR
VIOLATION OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (CAL. LAB. CODE §§ 2698, ET
SEQ.)**

FILED
Superior Court of California
County of Los Angeles

02/22/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Molinar Deputy

1 Plaintiffs Edgar Quezada Gonzalez and Maria Salcedo, individually and on behalf of all
2 others similarly situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Edgar Quezada Gonzalez and Maria Salcedo (“Plaintiffs”) bring this
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §
6 2698 *et seq.*, against Defendant Titan SenQuest Management, Inc. and Does 1 through 100,
7 inclusive (“Defendant” or “Titan”), on behalf of themselves individually and on behalf of
8 aggrieved employees who worked for Titan and were classified as non-exempt employees or
9 misclassified as exempt employees.

10 2. Titan operates assisted living facilities.

11 3. Through this action, Plaintiffs are alleging that Defendant has engaged in a
12 systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”),
13 all of which contribute to Defendant’s deliberate unfair competition.

14 4. Plaintiffs are informed and believe, and thereon allege, during the relevant time
15 period, Defendant had a consistent policy of violating state wage and hour laws by, among other
16 things:

- 17 (a) Misclassifying Plaintiffs and other employees as exempt employees;
- 18 (b) Failing to pay at least minimum wages for all hours worked
- 19 (c) Failing to pay overtime compensation for all overtime;
- 20 (d) Failing to provide meal periods or compensation in lieu thereof,
- 21 (e) Failing to authorize or permit rest breaks or provide compensation in lieu
22 thereof;
- 23 (f) Willfully failing to provide accurate semi-monthly itemized wage
24 statements; and
- 25 (g) Failing to pay all wages due upon separation of employment.

26 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
27 others aggrieved employees in California to recover, among other things, civil penalties pursuant
28 to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

1 **JURISDICTION AND VENUE**

2 6. This is a representative action pursuant to Private Attorneys General Act of 2004
3 (Cal. Lab. Code §§ 2698, et seq.)(“PAGA”). The civil penalties sought by Plaintiffs exceed the
4 minimal jurisdictional limits of the Superior Court and will be established according to proof at
5 trial.

6 7. This Court has jurisdiction over this action pursuant to the California Constitution,
7 Article VI, § 10, which grants the Superior Court original jurisdiction in all cases except those
8 given by statutes to other courts. The statutes under which this action is brought do not specify any
9 other basis for jurisdiction.

10 8. This Court has jurisdiction over all Defendant because, upon information and belief,
11 Defendant has sufficient minimum contacts in California or otherwise intentionally avail
12 themselves of the California market so as to render the exercise of jurisdiction over them by the
13 California courts consistent with traditional notions of fair play and substantial justice.

14 9. Venue is proper in this Court because, upon information and belief, Defendant
15 transacts business or have at least one facility in this county and the acts and omissions alleged
16 herein took place in this county.

17 **THE PARTIES**

18 10. Plaintiffs Edgar Quezada Gonzalez and Maria Salcedo are residents of California.
19 Plaintiffs were employed by Defendant during the relevant time period in California as alleged
20 herein. Plaintiff Gonzalez was misclassified as an exempt employee and later reclassified as a non-
21 exempt employee while working for Defendant.

22 11. Plaintiffs are informed and believe, and thereon allege, that Defendant at all times
23 hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and
24 IWC Wage Orders, whose employees were and are engaged throughout this county and the State of
25 California.

26 12. Plaintiffs are unaware of the true names or capacities of the defendant sued herein
27 under the fictitious names DOES 1 through 100, but will seek leave of this Court to amend this
28

1 Complaint and serve such fictitiously named defendant once their names and capacities become
2 known.

3 13. Plaintiffs are informed and believe, and thereon allege, that each defendant acted in
4 all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
6 attributable to the other defendant. Furthermore, defendant in all respects acted as the employer
7 and/or joint employer of Plaintiff and the class members.

8 14. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts
9 and omissions alleged herein were performed by, or are attributable to, Defendant and/or DOES 1
10 through 100, acting as the agent or alter ego for the other, with legal authority to act on the other's
11 behalf. The acts of any and all Defendant were in accordance with, and represent, the official
12 policy of Defendant.

13 15. At all relevant times, Defendant, and each of them, acted within the scope of such
14 agency or employment, or ratified each and every act or omission complained of herein. At all
15 relevant times, Defendant, and each of them, aided and abetted the acts and omissions of each and
16 all the other Defendant in proximately causing the damages herein alleged.

17 16. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants
18 is in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
19 occurrences and transactions alleged herein.

20 **GENERAL ALLEGATIONS**

21 17. Defendant misclassified Plaintiffs and other non-exempt employees as exempt
22 employees at Defendant's California business location(s).

23 18. Defendant continue to employ Plaintiffs and other aggrieved employees within
24 California as non-exempt employees.

25 19. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
26 herein, Defendant was advised by skilled lawyers, employees and other professionals who were
27 knowledgeable about California wage and hour law, employment and personnel practices and the
28 requirements of California.

1 20. Through this action, Plaintiffs allege that Defendant has engaged in a systematic
2 pattern of wage and hour violations under the California Labor Code and IWC Wage Orders, all of
3 which contribute to Defendant's deliberate unfair competition.

4 21. Plaintiffs are informed and believe, and thereon allege, that Defendant knew or
5 should have known that Plaintiffs and other aggrieved employees were entitled to receive at least
6 minimum wage and that they were not receiving at least minimum wage for work that was required
7 to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
8 aggrieved employees were not paid at least minimum wage for all hours worked.

9 22. Plaintiffs are informed and believe, and thereon allege, that Defendant knew or
10 should have known that Plaintiffs and other aggrieved employees were entitled to receive certain
11 wages for overtime compensation. In violation of the Labor Code and IWC Wage Orders, Plaintiffs
12 and other aggrieved employees were not paid overtime for all overtime hours worked.

13 23. Plaintiffs are informed and believe, and thereon allege, that Defendant knew or
14 should have known that Plaintiffs and other aggrieved employees were entitled to receive all meal
15 periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
16 regular rate of pay when they did not receive a timely, uninterrupted meal period. In violation of
17 the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all
18 meal periods or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved
19 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period when
20 working more than five hours and a second timely, uninterrupted meal period when working more
21 than ten (10) hours..

22 24. Plaintiffs are informed and believe, and thereon allege, that Defendant knew or
23 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
24 breaks or payment of one (1) additional hour of pay at Plaintiff's and class other aggrieved
25 employees' regular rate of pay when a rest break was missed. In violation of the Labor Code and
26 IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest breaks or
27 payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees' regular rate
28 of pay when a rest break was missed.

25. Plaintiff are informed and believe, and thereon allege, that Defendant knew or should have known that Plaintiff and other aggrieved employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and other aggrieved employees did not receive payment of all wages within permissible time periods.

26. Plaintiffs are informed and believe, and thereon allege, that Defendant knew or should have known that Plaintiff and other aggrieved employees were entitled to timely payment of wages upon separation of employment. In violation of the California Labor Code, Plaintiff and other aggrieved employees did not receive payment of all wages including, but not limited to, minimum wages, overtime wages, and vacation pay within permissible time periods.

27. Plaintiffs are informed and believe, and thereon allege, that Defendant knew or should have known that Plaintiff and other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and other aggrieved employees were not furnished with complete and accurate wage statements showing their total hours worked, employee identification number or last four digits of social security number, number of hours worked at each hourly rate and gross and net wages, among other things.

28. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned herein, Defendant knew or should have known that it had a duty to compensate Plaintiffs and other aggrieved employees, and that Defendant had the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so, all in order to increase Defendant's profits.

29. Therefore, Plaintiffs bring this lawsuit seeking monetary and injunctive relief against Defendant on behalf of themselves and all other aggrieved employees to recover, among other things, unpaid wages, interest, attorneys' fees, penalties, costs and expenses.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. (“PAGA”)

30. Plaintiffs re-allege and incorporate by reference the previous paragraphs as though fully set forth herein.

1 31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
3 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
4 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
5 an aggrieved employee on behalf of himself or herself and other current or former employees
6 pursuant to the procedures specified in Labor Code § 2699.3.

7 32. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
9 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
10 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period
11 in which Defendants violated these provisions of the Labor Code.

12 33. Defendants’ conduct violates numerous Labor Code sections, including, but not
13 limited to, the following:

14 (a) violation of Labor Code §§ 201, 202, 203, 204, 510, 1194, and 1198 for failure to
15 timely pay all earned wages (including overtime wages) owed to Plaintiff and other
16 aggrieved employees during employment and upon separation of employment as herein
17 alleged;

18 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
19 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
20 meal periods as herein alleged;

21 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
22 other aggrieved employees and failure to pay premium wages for missed rest periods as
23 herein alleged;

24 (d) violation of Labor Code § 226 for failure to provide accurate itemized wage
25 statements to Plaintiff and other aggrieved employees as herein alleged;

26 (e) violation of Labor Code § 226.8 for willful misclassification of Plaintiff and other
27 aggrieved employees as non-exempt employees as herein alleged; and
28

1 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
2 complete records showing, among other things, the hours worked daily and the wages
3 paid to aggrieved employees as herein alleged; and

4 34. Plaintiffs are “aggrieved employees” because they were employed by the alleged
5 violator and had one or more of the violations committed against them, and therefore is properly
6 suited to represent the interests of all other aggrieved employees.

7 35. Plaintiffs have exhausted the procedural requirements under Labor Code § 2699.3
8 as to Defendants and is therefore able to pursue a claim for penalties on behalf of themselves and
9 all other aggrieved employees under PAGA.

10 36. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
11 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
12 cited above.

13 37. For bringing this action, Plaintiffs are entitled to attorneys’ fees and costs incurred
14 herein.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, prays
17 for judgment against Defendant as follows:

18 1. For civil penalties against Defendants on behalf of all aggrieved employees and the
19 LWDA pursuant to Labor Code § 2698, *et seq.*;

20 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted by
21 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et seq.*;
22 and;

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

24 Dated: February 22, 2022

AEGIS LAW FIRM, PC

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By: 
Chelsea D. Hollins
Attorneys for Plaintiff