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Individually and as Private Attorney General

ELECTRONICALLY
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SAN LUIS OBISPO SUPERIOR COURT

BY 

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

MIGUEL LUA, Individually and as Private
Attorney General,

Plaintiff,

v.

RAYMOND CATTANEO, an Individual;
NINA CATTANEO, an Individual; and
DOES 1-25, inclusive,

Defendants.

Case No. 20CV-0504

Assigned for All Purposes to:

**COMPLAINT FOR DAMAGES AND
PENALTIES**

Trial Date: None

Complaint filed:

JURY TRIAL DEMANDED

[Unlimited Civil Case – Amount Exceeds \$25,000]

COMES NOW Plaintiff MIGUEL LUA (“Plaintiff”), who asserts claims against
RAYMOND CATTANEO, an Individual; NINA CATTANEO, an Individual; and DOES 1-25,
inclusive (collectively “Employer” or “Defendants”) as follows:

INTRODUCTION

1. Plaintiff brings this action in his individual capacity and under the Labor Code
Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of
himself, approximately more than 10 similarly situated current and former aggrieved employees
employed by Raymond Cattaneo, and Nina Cattaneo (“Employer”) between April 6, 2019 and the

resolution of the action (“Statutory Period”), and the People of the State of California (hereinafter collectively “Employees”).

2. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code, permits an aggrieved employee to recover civil penalties set forth within the California Labor Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil penalties for violations of California Labor Code provisions that do not contain their own civil penalties. Employees bring this civil action to recover civil penalties for the violations identified below, including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil penalties specifically set forth within the text of the California Labor Code. Those civil penalties are sought for violations committed against Employees of Employers.

3. Pursuant to Section 2699.3, subdivision (a)(1), Plaintiff gave proper notice to the California Labor and Workforce Development Agency and Defendants, of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, §10.

5. Venue is proper in this Court because this action arises from work performed in San Luis Obispo County.

PARTIES

6. For all times relevant herein except as otherwise specified, MIGUEL LUA was an adult individual residing in the State of California.

7. For all times relevant herein, Defendants RAYMOND CATTANEO and NINA CATTANEO were and are residents of San Luis Obispo, CA.

8. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of its agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the business and affairs of Defendants.

9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and therefore sues said defendants (the “Doe Defendants”) by such fictitious names. Plaintiff will amend this Complaint to insert the true names and capacities of the Doe Defendants at such time as the identities of the Doe Defendants are ascertained.

10. Plaintiff is informed and believes, and based thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants, and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of Defendants as alleged herein.

11. Plaintiff is further informed and believe, and thereon allege, that at all times herein material, each Defendant was completely dominated and controlled by its co-Defendant(s) and each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any conduct by Defendants, or any of them, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as defendants in this Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times acted on behalf of Defendants named in this Complaint within the scope of their respective employment or agency with Defendants.

FIRST CAUSE OF ACTION

For Civil Penalties under the Private Attorneys General Act of 2004 (“PAGA”)

(By Plaintiff against All Defendants)

12. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

13. Employer employed Employees, including Mr. Lua, throughout the Statutory Period in connection with their “Ray’s” brands of products. Mr. Lua was employed as a general production laborer. Throughout the Statutory Period, Employer systematically undercounted

1 Employees' hours worked, failed to accurately record and pay Employees for all hours worked
2 including overtime, and even went so far in Mr. Lua's case to create false time records to give the
3 appearance of compliance with the Labor Code. Employer's actions violated, and continue to
4 violate, Labor Code §§ 204, 221, 223, 226, 510, 1174, 1182.12, 1197, 1198, 1194.2.

5 14. Throughout the Statutory Period, Employer has attempted and continues to attempt
6 to extort Employees, whom they believe are undocumented, by hiring them and not asking for
7 appropriate paperwork and then offering lower wages after the employee has worked for several
8 weeks. Employer is defrauding Employees in violation of Labor Code §§ 970, *et seq.*

9 15. Throughout the Statutory Period, Employer failed and refused, and continues to
10 willfully fail and refuse, to pay Mr. Lua and other Employees their wages, earned and unpaid, and
11 waiting time pay either at the time of discharge, or within seventy-two hours of their voluntarily
12 leaving Employer's employ in violation of California Labor Code §§ 201, 202, and 203.

13 16. Throughout the Statutory Period, Employer also failed, and continues to fail to
14 furnish Mr. Lua and Employees complete and accurate wage statements upon each payment of
15 wages in violation of California Labor Code §226(a) or maintain accurate records of such
16 statements. The records issued failed to accurately reflect the hours worked and wages owed to
17 Employees.

18 17. Plaintiff and Employees are entitled to all civil penalties and other remedies
19 available under the PAGA.

20 **SECOND CAUSE OF ACTION**

21 **For Unpaid Wages and Other Labor Code Penalties**

22 **(By Plaintiff against All Defendants)**

23 18. Plaintiff incorporates by reference and realleges each and every allegation
24 contained above, as though fully set forth herein.

25 19. Throughout the Statutory Period and throughout Plaintiff's employment with
26 Defendants, Plaintiff regularly worked more than eight (8) hours in the workday, and/or more than
27 40 hours in the workweek, and/or more than six days in the workweek, but Defendants failed to
28

1 pay Plaintiff wages at the applicable overtime and/or double-overtime rate to which she was
2 entitled.

3 20. Accordingly, Plaintiff is entitled to recover the amount of his unpaid overtime
4 wages pursuant Labor Code sections 200, 500, 510, and 1198, among others, for work performed
5 throughout Plaintiff's course of employment, which is to be determined according to proof at the
6 time of trial.

7 21. Plaintiff is also entitled to regular wages, minimum wages, and liquidated damages
8 under §§ 1182.12, 1197, and 1197.1, as a result of Defendants' failure to pay at least minimum
9 wage for all hours worked according to proof.

10 22. Pursuant to Labor Code sections 201-204, 210, 218.6, 226, 510, 1194, 1194.2, and
11 Civil Code section 3289, among other sources of law, Plaintiff is entitled to recover penalties, the
12 unpaid balance of wages owed, overtime compensation, interest, attorneys' fees, expenses, and
13 costs of suit. Defendants knowingly, intentionally, and willfully failed to pay Plaintiff all wages
14 owed at or near the time of his termination, thereby entitling Plaintiff to waiting time pay pursuant
15 to § 203.

16 23. Throughout the Statutory Period and Plaintiff's employment, Defendants also
17 knowingly and intentionally failed to furnish Employees with accurate itemized statements at the
18 time of each payment of wages showing the correct gross wages earned, correct total hours
19 worked, correct net wages earned, the corresponding correct number of hours worked at each
20 applicable hourly rate, all deductions, the inclusive dates of the period for which the employee is
21 paid, the name of the employee and only the last four digits of his or her social security number or
22 an employee identification number other than a social security number, and the name and address
23 of the legal entity that is the employer. Defendants also failed to keep records of the wage
24 statements or electronic data reflecting all of the foregoing items.

25 24. The Employees, including Plaintiff, suffered a presumptive injury as a result of the
26 foregoing violations.

27 25. Plaintiff is entitled to all wages, damages, penalties, and other relief provided by
28 law.

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PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For compensatory damages and prejudgment interest according to proof;
2. For all statutory and civil penalties according to proof in an amount not less than \$250,000;
3. For reasonable costs and attorneys' fees; and
4. For such other and further relief as the Court deems proper.

JURY DEMAND

Plaintiff demands trial by jury on all causes of action set forth herein.

DATED: September 30, 2020

WORKWORLD LAW CORP.
A Professional Corporation

By: 
RUBEN ESCOBEDO
Attorney for Plaintiff, MIGUEL LUA,
Individually and as Private Attorney General