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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**08/26/2020** at 10:29:53 AM

Clerk of the Superior Court  
By Taylor Crandall, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

JULIA BOJORQUEZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

JIPC VENTURES, INC., a California  
corporation; JIPC MANAGEMENT, INC., a  
California Corporation; and DOES 1 through  
100,

Defendants.

CASE NO. 37-2020-00029943-CU-OE-CTL

**CLASS ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL  
OVERTIME WAGES (LABOR  
CODE §§ 204, 510, 1194, 1198);**
- (2) MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 558);**
- (3) REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 558)**
- (4) WAGE STATEMENT PENALTIES  
(LABOR CODE § 226 *et seq.*);**
- (5) WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203); and**
- (6) UNFAIR COMPETITION (BUS &  
PROF CODE § 17200 *et seq.*).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Julia Bojorquez (“Plaintiff”), on behalf of herself and all others similarly situated,  
2 hereby brings this Class Action Complaint (“Complaint”) against Defendants JIPC Ventures, Inc.,  
3 a California corporation, JIPC Management, Inc., a California Corporation, and DOES 1 to 100,  
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

### 5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this  
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
8 Code § 17200 *et. Seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1194, 1198, and  
9 Industrial Welfare Commission Wage Order 5 (“Wage Order 5”), in addition to seeking injunctive  
10 relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code  
11 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California  
12 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

### 13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil  
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein  
16 occurred in San Diego County. Defendants own, maintain offices, transact business, have an agent  
17 or agents within San Diego County, and/or otherwise are found within San Diego County, and  
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

### 19 **PARTIES**

20 3. Plaintiff is, and at all times relevant herein was, an individual over the age of  
21 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.  
22 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff  
23 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of  
24 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has  
25 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*  
26 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 1194, 1198, and Wage Order 5, which  
27 sets employment standards for the public housekeeping industry, including restaurants.

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1           4.       Plaintiff is informed and believes, and based thereon alleges, that during the during  
2 the applicable statute of limitations for each cause of action pled herein and continuing to the  
3 present, Defendants did (and continue to do) business preparing and selling food and employed  
4 Plaintiff and other, similarly-situated non-exempt employees within San Diego County, and the  
5 State of California and, therefore, were (and are) doing business in San Diego County and the  
6 State of California.

7           5.       Plaintiff does not know the true names or capacities, whether individual, partner,  
8 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said  
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,  
11 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
13 and proximately caused Plaintiff and the Classes (as defined in Paragraph 15) to be subject to the  
14 unlawful employment practices, wrongs, injuries and damages complained of herein.

15           6.       Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
16 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

17           7.       At all relevant times, each of said Defendants participated in the doing of the acts  
18 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,  
19 and each of them, were the agents, servants, and employees of each and every one of the other  
20 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting  
21 within the course and scope of said agency and employment. Defendants, and each of them,  
22 approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions  
23 complained of herein.

24           8.       At all times mentioned herein, Defendants, and each of them, were members of  
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all  
28 members of the Classes.

**GENERAL FACTUAL ALLEGATIONS**

9. Plaintiff was employed by Defendants as a non-exempt employee in the position of “cook” from approximately 2015. until on or about January 29, 2020.

10. During her employment with Defendants, Plaintiff worked over 8 hours in a workday and/or over 40 hours in a workweek, but was not paid for overtime hours at one-and-one-half times her “regular rate” of pay. Specifically, Defendants offered meals to Plaintiff and other non-exempt employees at a discount, but failed to include the reasonable cost or fair value of such discounts in employees’ “regular rate” of pay when calculating overtime, thereby underpaying overtime compensation.

11. In addition, Defendants’ meal period policies/practices failed to provide Plaintiff and other non-exempt employees with all legally compliant meal periods because they failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work, and/or a second 30-minute meal period for shifts of over 10.0 hours. Specifically, upon information and belief, Plaintiff’s and other non-exempt employees’ meal periods were frequently “late” (i.e., starting after the completion of the fifth hour of work), because Defendants’ work demands frequently prevented them from taking a meal period until well after the completion of the fifth hour of work. Additionally, upon information and belief, Plaintiff’s and other non-exempt employees’ meal periods were often “short” because they were frequently interrupted by work demands prior to the conclusion of their 30-minute meal periods. Further, Defendants’ meal period policies/practices failed to provide Plaintiff and other non-exempt employees with a second 30-minute meal period on occasions where they worked over 10.0 hours in a workday. Defendants have failed to compensate Plaintiff with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7.

12. Plaintiff was also not authorized and permitted to take all required and legally-compliant rest periods due to Defendants’ rest period policies/practices. Specifically, Plaintiff was not always authorized and permitted to take all legally compliant rest periods of a net ten minutes. Upon information and belief, Plaintiff and other non-exempt employees were required

1 to work through their 10-minute rest period due to the demand of their job responsibilities. As a  
2 result, Defendants failed to relinquish control over Plaintiff during their rest periods and dictated  
3 how they spent at least a portion of their 10-minute rest period, and therefore failed to authorize  
4 and permit 10 minutes of “net rest time.” Further, Defendants failed to relinquish all control over  
5 Plaintiff and other non-exempt employees because it prevented them from leaving the premises  
6 during their rest periods, instead requiring that Plaintiff and other non-exempt employees take  
7 their rest periods “in designated areas” on Defendants’ premises. On those occasions when  
8 Plaintiff was not provided with all legally-required and compliant rest periods to which she was  
9 entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each  
10 workday in which she experienced a rest period violation as mandated by Labor Code § 226.7.

11 13. As a result of Defendants’ failure to pay all overtime wages and failure to pay all  
12 meal and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiff  
13 and other former employees upon their separation of employment from Defendants, and  
14 maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other  
15 non-exempt employees. In addition, the wage statements issued by Defendants were facially non-  
16 compliant because they failed to include the hourly rate of pay for overtime work performed, in  
17 violation of Labor Code § 226(a)(9), and instead included an “overtime premium” which on  
18 information and belief stated the 0.5 overtime premium rather than the actual overtime rate of  
19 pay. Nor did the wage statements accurately reflect total hours worked when employees worked  
20 overtime, in violation of Labor Code § 226(a)(2), since adding together the number of hours  
21 worked reported for “hourly” and “overtime premium” did not reflect the accurate number of total  
22 hours worked.

23 14. Pursuant to California Judicial Council Emergency Rule 9, statutes of limitations  
24 of more than 180 days are suspended from April 6, 2020 through October 1, 2020. Accordingly,  
25 the relevant time period for each cause of action pled herein has been calculated based on the  
26 tolled statute of limitations date of April 6, 2020.

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1 **CLASS ACTION ALLEGATIONS**

2 15. **Class Definitions:** Plaintiff brings this action on behalf of herself and the  
3 following Classes pursuant to § 382 of the Code of Civil Procedure:

4 a. The Overtime Class consists of all of Defendants' current and former non-exempt  
5 employees who worked over 8.0 hours in a workday and/or over 40 hours in a  
6 workweek, and received a discounted meal from Defendants in the same time  
7 period, at any time from April 6, 2016 through the present.

8 b. The Meal Period Class consists of all of Defendants' current and former non-  
9 exempt employees in California who: (i) worked at least one shift in excess of 5.0  
10 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, at any time from  
11 April 6, 2016 through the present.

12 c. The Rest Period Class consists of all Defendants' current and former non-exempt  
13 employees in California who worked a shift in excess of 3.5 hours, at any time  
14 from April 6, 2016 through the present.

15 d. The Wage Statement Class consists of all members of the Overtime Class, Meal  
16 Period Class, and/or Rest Period Class who received a wage statement; and/or any  
17 of Defendants' non-exempt employees who received a wage statement with  
18 "overtime premium" reported on the wage statement, at any time from April 6,  
19 2019 through the present.

20 e. The Waiting Time Class consists of all members of the Overtime Class, Meal  
21 Period Class, and/or Rest Period Class who no longer perform work for  
22 Defendants and who last worked for Defendants at any time from April 6, 2017  
23 through the present.

24 16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
25 joinder of all members would be unfeasible and not practicable. The membership of the Classes  
26 and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of  
27 the Classes number greater than fifty (50) individuals. The identity of such membership is readily  
28 ascertainable via inspection of Defendants' employment records.

1           **17. Common Questions of Law and Fact Predominate/Well Defined Community**  
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
3 situated employees, which predominate over questions affecting only individual members  
4 including, without limitation to:

- 5           i. Whether Defendants properly paid all overtime wages to members of the Overtime  
6           Class;
- 7           ii. Whether Defendants provided all legally compliant meal periods to members of  
8           the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 9           iii. Whether Defendants authorized and permitted all legally compliant rest periods to  
10           members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 11           iv. Whether Defendants provided meal and rest period premium payments for non-  
12           compliant meal and rest periods;
- 13           v. Whether Defendants furnished legally compliant wage statements to members of  
14           the Wage Statement Class pursuant to Labor Code § 226; and
- 15           vi. Whether Defendants' policies and/or practices for the timing and amount of  
16           payment of final wages to members of the Waiting Time Class at the time of their  
17           separation of employment were lawful.

18           **18. Predominance of Common Questions:** Common questions of law and fact  
19 predominate over questions that affect only individual members of the Classes. The common  
20 questions of law set forth above are numerous and substantial and stem from Defendants' policies  
21 and/or practices applicable to each individual class member, including but not limited to  
22 Defendants' failure to implement a lawful meal and rest period policies, failure to provide  
23 accurate wage statements and/or failure to pay all final wages. As such, the common questions  
24 predominate over individual questions concerning each individual class member's showing as to  
25 their eligibility for recovery or as to the amount of their damages.

26           **19. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
27 Plaintiff was employed by Defendants as a non-exempt employee in California during the  
28 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged

herein, Plaintiff, like the members of the Classes, was not properly paid all overtime wages owed, was not provided all required meal periods, was not authorized and permitted all rest periods, did not receive premium pay for meal and rest period violations, was not paid all wages owed at termination of employment, and was not provided with accurate, itemized wage statements.

20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

21. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 15 are maintainable as classes under § 382 of the Code of Civil Procedure.

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY ALL OVERTIME WAGES**

**(AGAINST ALL DEFENDANTS)**

22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

24. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in a workweek. Defendants caused Plaintiff and members of the Overtime Class to work overtime hours, but failed to credit these employees with all overtime hours actually worked.

25. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

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civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§ 3287(b) and 3289.

**FOURTH CAUSE OF ACTION**

**WAGE STATEMENT VIOLATIONS**

**(AGAINST ALL DEFENDANTS)**

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements in violation of Labor Code § 226 *et seq.*

34. Defendants' failures in furnishing Plaintiff and Wage Statement Class members with complete and accurate itemized wage statements resulted in injury, as said failures deprived them of the information necessary to identify the discrepancies in Defendants' reported data, and deprived them of the information required to be included under Labor Code § 226(a).

35. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

**FIFTH CAUSE OF ACTION**

**WAITING TIME PENALTIES**

**(AGAINST ALL DEFENDANTS)**

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. This cause of action is brought pursuant to Cal. Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

1           38. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them  
3 at their separation from employment, including unpaid overtime wages as well as unpaid meal  
4 and rest period premium wages.

5           39. Further, Plaintiff is informed and believes, and based thereon alleges, that as a  
6 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members  
7 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant  
8 to the requirements of Cal. Labor Code §§ 201-203.

9           40. Defendants' failure to pay all final wages was willful within the meaning of Cal.  
10 Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the  
11 Waiting Time Class their earned wages upon separation from employment results in a continued  
12 payment of daily wages up to thirty days from the time the wages were due.

13           41. Plaintiff and members of the Waiting Time Class are entitled to compensation  
14 pursuant to Cal. Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

15                                   **SIXTH CAUSE OF ACTION**

16                                   **UNFAIR COMPETITION**

17                                   **(AGAINST ALL DEFENDANTS)**

18           42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19           43. Defendants have engaged and continue to engage in unfair and/or unlawful  
20 business practices in California in violation of California Business and Professions Code § 17200  
21 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages  
22 owed; (b) failing to provide Plaintiff and members of the Meal Period Class with all meal periods  
23 to which they are entitled, and failing to pay them meal period premium payments; (c) failing to  
24 authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they  
25 are entitled, and failing to pay them rest period premium payments; (d) failing to issue accurate  
26 and itemized wage statements to the Wage Statement Class; and (e) failing to pay Plaintiff and  
27 members of the Waiting Time Class all wages due at separation of employment.

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44. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

45. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

46. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

47. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

## PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

1           7.       Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code  
2 § 226;

3           8.       Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to  
4 Labor Code § 203;

5           9.       Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the  
6 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
7 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*  
8 *seq.*;

9           10.      Prejudgment interest on all due and unpaid wages pursuant to California Labor  
10 Code § 218.6 and Civil Code §§ 3287 and 3289;

11          11.      On all causes of action, for attorneys' fees and costs as provided by Labor Code  
12 §§ 226, 1194 and Code of Civil Procedure § 1021.5; and

13          12.      For such other and further relief, the Court may deem just and proper.

14  
15 Dated: August 25, 2020

Respectfully submitted,  
HAINES LAW GROUP, APC

16  
17 By:



Paul K. Haines  
Attorneys for Plaintiff

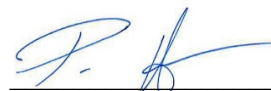
18  
19  
20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

22  
23 Dated: August 25, 2020

Respectfully submitted,  
HAINES LAW GROUP, APC

24  
25 By:



Paul K. Haines  
Attorneys for Plaintiff