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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ADRIAN ALANIZ,

Plaintiff,

vs.

HOMELEGANCE LA, INC.; HOMERICA,
INC.; YU-HUNG CHEN; and DOES 1 to
25, inclusive,

Defendants.

CASE NO.: **21STCV01644****COMPLAINT FOR DAMAGES FOR:**

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) VIOLATION OF LABOR CODE SECTION 558;**
- 8) FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 9) FAILURE TO PROVIDE REST BREAKS;**
- 10) FAILURE TO PROVIDE MEAL BREAKS;**
- 11) PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
- 12) FAILURE TO REIMBURSE BUSINESS EXPENSES;**
- 13) VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

JURY TRIAL DEMANDED

COMES NOW Plaintiff, ADRIAN ALANIZ (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Los Angeles in this judicial district because Defendants HOMELEGANCE LA, INC.; HOMERICA, INC.; YU-HUNG CHEN; and DOES 1 to 25 do business in the County of Los Angeles, and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant HOMELEGANCE LA, INC. is a California corporation, doing business in the County of Los Angeles, State of California and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant HOMERICA, INC. is a California corporation, doing business in the County of Los Angeles, State of California and which employed Plaintiff.

5. Plaintiff is informed and believes that at all times herein mentioned, Defendant YU-HUNG CHEN is a male resident of the County of Los Angeles and the owner and managing agent of HOMELEGANCE LA, INC. and HOMERICA, INC. YU-HUNG CHEN is being included in this lawsuit pursuant to Labor Code Section 558.1 in that YU-HUNG CHEN controlled the hours, wages, and working conditions of Plaintiff and other similarly situated aggrieved employees.

6. For the purposes of this Complaint, HOMELEGANCE LA, INC. and HOMERICA,

1 INC. are an “integrated enterprise”. They have interrelated operations, centralized control of
2 labor relations, common management, and common ownership or financial control. As such,
3 both entities employed Plaintiff. Moreover, it is Plaintiff’s belief that both entities directly or
4 indirectly exercised control over Plaintiff’s and other employees’ wages, hours, or working
5 conditions. HOMELEGANCE LA, INC., HOMERICA, INC. and YU-HUNG CHEN are
6 collectively referred to as “Defendants” or “HOMELEGANCE”.

7
8 7. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
9 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
10 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
11 defendants, numbers 1 to 25, reside in the State of California and are in some manner
12 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
13 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
14 and capacities of these fictitiously named defendants.

15
16 8. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
17 that information and belief, alleges that at all times herein mentioned, each of the remaining
18 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
19 under the authority of their agency, employment, or representative capacity, with the consent
20 of his/her codefendants.

21 **GENERAL ALLEGATIONS**

22 9. Plaintiff started working for HOMELEGANCE on or around 2017 as a “helper”.
23 Plaintiff was classified as an hourly, non-exempt employee and worked Monday through Friday
24 with some Saturdays. His job duties included cleaning, wrapping pallets with plastic and getting
25 the orders ready for shipment.

26
27 10. It is Plaintiff’s position that HOMELEGANCE has committed numerous labor code
28 violations against Plaintiff and other similarly situated aggrieved employees.

1 11. HOMELEGANCE did not provide Plaintiff and other similarly situated aggrieved
2 employees with the minimum wages to which they were entitled for all work performed and
3 did not compensate him and others for all hours worked pursuant to California Labor Code
4 sections 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and
5 consistently worked “off the clock”. This is so because Plaintiff and others would clock in
6 early (at 7am), however, they would not get credit for that time worked since their shifts were
7 technically supposed to start at 730am. Moreover, it is believed that HOMELEGANCE in fact
8 deducted the time from the time records when Plaintiff and others did in fact clock in at 7am
9 and begin working.

10 12. Due to the above “off the clock” violation, HOMELEGANCE violated Labor Code §510
11 because it failed to pay Plaintiff and other similarly situated aggrieved employees overtime,
12 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
13 throughout their employment. Moreover, it was company policy to pay employees such as
14 Plaintiff cash on Saturdays and to give them straight pay instead of overtime. HOMELEGANCE
15 seemingly wanted to cut corners as it related to payroll taxes and so they paid their employees
16 cash and did not count any Saturday hours towards the weekly overtime calculation.

17 13. HOMELEGANCE also violated Labor Code §§ 512 and 226.7 along with the applicable
18 Industrial Welfare Commission Wage Order because it failed to provide Plaintiff and other
19 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for
20 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive
21 said meal periods. HOMELEGANCE did not completely relieve Plaintiff of all duty during
22 said meal periods. HOMELEGANCE did not pay to Plaintiff one additional hour of pay at
23 Plaintiff’s regular rate of compensation for each workday that one or more statutory meal periods
24 was not provided. It was not company policy and not part of the culture for employees such as
25 Plaintiff and others to take timely meal breaks. As such, the culture at HOMELEGANCE did
26 not lend itself to the employees receiving timely statutory breaks wherein they were relieved of
27 all work duties. Plaintiff and others would receive their meal breaks after the 5th hour worked
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1 and they would not be compensated with premium wage for their missed, interrupted, late, or
2 short meal periods. Moreover, due to the understaffing and being too busy, Plaintiff and other
3 similarly situated employees simply did not have the opportunity to take timely 30-minute meal
4 periods every 5 hours worked.

5 14. HOMELEGANCE also violated Labor Code § 226.7 along with the applicable Industrial
6 Welfare Commission Wage Order because it failed to provide Plaintiff and other similarly
7 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority
8 portion thereof, throughout their employment. HOMELEGANCE did not completely relieve
9 Plaintiff of all duty during said rest periods. HOMELEGANCE did not pay to Plaintiff one
10 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
11 more statutory rest periods was not provided. Like the situation with meal breaks, Plaintiff and
12 others did not take timely, uninterrupted rest breaks wherein they were relieved of all duty. It
13 was not company policy and not part of the culture for employees such as Plaintiff and others
14 to take rest breaks for the same reasons as described above, including understaffing and being
15 too busy. It was the normal practice and custom of HOMELEGANCE not to authorize, permit,
16 and enforce statutory rest periods.

17 15. Furthermore, during the relevant time period and due to the labor code violations as
18 discussed above, HOMELEGANCE failed to pay Plaintiff and other similarly situated aggrieved
19 employees all wages due to them within any time period specified by California Labor Code
20 section 204. HOMELEGANCE was also in violation of California Labor Code section 226(a),
21 by failing to include accurate, pertinent information on the wage statements, including but not
22 limited to, all hours worked, overtime hours worked, all applicable hourly rates, the correct legal
23 name and address of the employer (Plaintiff and others' pay stubs reflect the employing entity
24 as "Homerica, Inc.", however the correct legal entity is "Homelegance LA, Inc."), gross wages
25 earned, all deductions, net wages earned, reimbursement for business expenses, the correct start
26 and end of the applicable pay period, among other items. As such, HOMELEGANCE did not
27 provide Plaintiff and other similarly situated aggrieved employees with complete, accurate
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1 itemized wage statements.

2 16. HOMELEGANCE violated Labor Code § 203 because it willfully failed to pay Plaintiff
3 and other similarly situated aggrieved employees earned and due wages upon separation of
4 employment, either immediately upon involuntary termination, or within 72 hours of resignation.
5 These earned but unpaid wages include compensation for all hours worked, minimum wages,
6 overtime wages and meal/rest period compensation described above.

7 17. During the relevant time period, HOMELEGANCE also failed to keep accurate and
8 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
9 and other aggrieved employees pursuant to California Labor Code sections 1174(d).

10 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
11 necessary, business-related expenses and costs that were not reimbursed by HOMELEGANCE.
12 These costs include, but are not limited to, the purchase of steel-toe boots for work purposes.
13 Accordingly, HOMELEGANCE was in violation of California Labor Code sections 2800 and
14 2802.

15 19. Moreover, HOMELEGANCE failed to provide sick pay pursuant to Labor Code
16 section 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other
17 aggrieved employees in violation of Labor Code Section 3700.5.

18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

20 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**
21 **Regulations Title 8 Section 11040/11070, and California Labor Code Section 1198)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 20. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 19, inclusive, of this Complaint as though fully set forth herein.

25 21. At all times relevant herein, Defendants were required to compensate its employees for
26 all hours worked upon reporting for work at the appointed time stated by the employer
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1 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
2 Title 8, Section 11040 and/or Industrial Welfare Commission Order 7-2001, California Code of
3 Regulations, Title 8, Section 11070.

4 22. For the three (3) years preceding filing of this action, Defendants failed to compensate
5 Plaintiff for all hours worked.

6 23. Under the aforementioned wage order and regulations, Plaintiff is to recover
7 compensation for all hours worked but not paid by Defendants for the three (3) years
8 preceding the filing of this Complaint.

9 24. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
10 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
11 this Court.

12 25. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
13 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
14 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
15 reasonable attorney's fees and costs of suit.

16 26. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
18 amount known to Plaintiff once he has obtained all of his payroll records from
19 Defendants.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(California Labor Code Sections 1194, 1194.2, 1197)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 27. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 26, inclusive, of this Complaint as though fully set forth herein.

26 28. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
27 to suffer or permit a California employee to work without paying wages at the minimum wage
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1 rate for all hours worked as required by the applicable Industrial Welfare Commission
2 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
3 8, Section 11040, subdivision 4 and/or Wage Order No. 7-2001, codified at California Code of
4 Regulations, Title 8, Section 11070, subdivision 4.

5 29. Pursuant to IWC Wage Order no. 4-2001 and/or 7-2001, subdivision 2(K), at all
6 relevant times, "hours worked" included "the time during which an employee is subject to the
7 control of an employer, and includes all the time the employee is suffered or permitted to work,
8 whether or not required to do so..."

9 30. During his employment, Plaintiff was regularly required as a matter of uniform
10 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
11 was paid less than the minimum wage rate by Defendants for hours worked in violation of
12 California Labor Code Section 1197 and the applicable California Industrial Wage
13 Commission wage order(s).

14 31. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
15 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
16 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
17 to believe that their acts or omissions were not contrary to California law.

18 32. For all hours worked by Plaintiff for which he was paid less than the minimum wage
19 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
20 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
21 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
22 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

23 33. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

26 **THIRD CAUSE OF ACTION**

27 **FAILURE TO PAY OVERTIME**

28 **(California Industrial Welfare Commission Order 4-2001/7-2001, California Code of**

Regulations Title 8 Section 11040/11070)

(Plaintiff against all named defendants and all DOE defendants)

34. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 33, inclusive, of this Complaint as though fully set forth herein.

35. Pursuant to Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or Industrial Welfare Commission Order No. 7-2001, California Code of Regulations, Title 8, Section 11070, for the period of Plaintiff's employment, Defendants were required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh consecutive workday in a week.

36. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8, Section 11040 and/or California Industrial Welfare Commission Order No. 7-2001, California Code of Regulations, Title 8, Section 11070.

37. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a single workweek on numerous occasions.

38. Plaintiff worked more than twelve (12) hours in a single workday.

39. Plaintiff was entitled to the above overtime premiums.

40. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

41. Defendants did not pay Plaintiff premium wages of at least one and one-half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

42. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's regular rate of pay for hours worked past twelve (12) in a day.

43. Plaintiff worked at least one pay period in which he was not properly paid overtime

1 within the three (3) years prior to the initiation of this lawsuit.

2 44. Defendants know or should know the actual dates of overtime worked, the amount of
3 overtime worked, and the amount of unpaid overtime due.

4 45. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
5 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
6 Court.

7 46. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
8 Regulations, Title 8, Sections 11040 and/or 11070 , Plaintiff is entitled to recover damages for
9 the nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
10 reasonable attorney's fees and costs of suit.

11 47. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

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15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(California Labor Code Section 226)**

18 **(Plaintiff against all named defendants and all DOE defendants)**

19 48. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

21 49. Pursuant to California Labor Code Section 226, every employer must furnish each
22 employee an itemized statement of wages and deductions at the time of payment of wages.

23 50. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
24 that accurately reflected all information required by Labor Code Section 226, including but not
25 limited to, accurate figures for gross wages earned, net wages earned, total hours worked by
26 the employee (regular and overtime), all applicable hourly rates, all deductions, premium pay
27 for missed rest breaks and meal breaks, the correct start and end of the pay period, the correct
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1 name and address of the legal employer, and business expense reimbursement. Therefore,
2 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
3 accordance with California Labor Code Section 226(a).

4 51. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
5 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
6 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
7 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
8 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
9 the 1-year period immediately preceding the date this lawsuit was filed.

10 52. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
11 sustained damages, including loss of earnings, in an amount to be established at trial. As a
12 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
13 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
14 and attorney's fees pursuant to statute.

15 53. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

20 **(California Labor Code Sections 201, 203)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 53, inclusive, of this Complaint as though fully set forth herein.

24 55. Pursuant to California Labor Code Section 201(a), an employer who discharges an
25 employee must immediately pay for all compensation due and owing.

26 56. Pursuant to California Labor Code Section 202, when an employee resigns, the
27 employer must pay all compensation due and owing within 72 hours of resignation, or on the
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employee's last day of work, if the employee gives more than 72 hours notice of resignation.

57. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

58. After Plaintiff's employment with Defendants ended, Defendants willfully refused and continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

59. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

60. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(California Labor Code Section 204)

(Plaintiff against all named defendants and all DOE defendants)

62. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 61, inclusive, of this Complaint as though fully set forth herein.

63. California Labor Code Section 204 establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work.

64. At all times relevant during the liability period, Defendants failed to pay Plaintiff the

1 full amount of all owed wages when due as required by California Labor Code Section 204.

2 65. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
3 informed, believes, and thereon alleges, that all times relevant during the liability period,
4 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
5 including overtime hours and the minimum wage as well as premiums for missed rest breaks
6 and meal breaks.

7 66. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
8 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
9 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
10 from Defendants' records or indirectly based on information from Defendants' records.

11 67. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
12 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
13 trial.

14 **SEVENTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE SECTION 558**

16 **(California Labor Code Section 558)**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

20 69. California Labor Code Section 558 states that any person acting on behalf of an
21 employer who violates, or causes to be violated, a section of this chapter or any provision
22 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
23 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to an amount
25 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
26 hundred dollars (\$100) for each underpaid employee for each pay period for which the
27 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
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1 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
2 filed.

3 70. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558.

4 Thus, Defendants are subject to civil penalties under the following laws:

- 5 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and
6 overtime wages for overtime hours worked. As such, Defendants violated Section
7 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00
8 for the first pay period and \$100.00 for each subsequent violation for each pay
9 period for which Plaintiff was underpaid in addition to an amount sufficient to
10 recover underpaid wages.
11
12 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
13 relief associated with Plaintiff's prosecution of this cause of action under California
14 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
15 paying Plaintiff for her overtime hours worked and for all hours worked.
16
17 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
18 fees for relief associated with Plaintiff's prosecution of this cause of action under
19 California Labor Code Sections 200, et seq.

20 71. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due
21 under the statutes, regulations, and wage orders alleged in this cause of action along with any
22 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

23 72. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs an
24 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

25 **EIGHTH CAUSE OF ACTION**

26 **FAILURE TO MAINTAIN ACCURATE RECORDS**

27 **(California Labor Code Section 1174(d))**
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(Plaintiff against all named defendants and all DOE defendants)

73. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

74. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

75. Additionally, the “Records” section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time records showing when the employee begins and ends each work period, meal periods, split shift intervals; the total daily hours worked; the total hours worked in the payroll period, and the applicable rates of pay.

76. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by Labor Code section 1174(d) is subject to a penalty. On information and belief, Defendants intentionally failed to maintain accurate records of Plaintiff’s total daily hours, the total hours worked in the payroll period, the applicable rates of pay, and total wages earned for the payroll period.

77. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and continues to suffer substantial losses related to Defendants’ failure to record and maintain records of meal and rest periods as well as time records.

78. Plaintiff seeks all available remedies for Defendants’ violations including, but not limited penalties, and costs to the extent permitted by law and according to proof at trial.

NINTH CAUSE OF ACTION

FAILURE TO GIVE REST BREAKS

(Plaintiff against all named defendants and all DOE defendants)

79. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

1 80. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 2 a. Title 8 of the California Code of Regulations Sections 11040(12)(A) and/or
3 11070(12)(A), which provide that every employer shall authorize and permit all
4 employees to take rest periods, which insofar as practicable shall be in the middle of
5 each work period. The authorized rest period time shall be based on the total hours
6 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
7 fraction thereof;
8
- 9 b. Title 8 of the California Code of Regulations Sections 11040(12)(B) and/or
10 11070(12)(B), which provides that if an employer fails to provide an employee a
11 rest period in accordance with the applicable provisions of this order, the employer
12 shall pay the employee one (1) hour of pay at employee's regular rate of
13 compensation for each workday that the rest period is not provided;
14
- 15 c. Title 8 of the California Code of Regulations sections 11040(20)(A) and/or
16 11070(20)(A), which penalizes the employer \$50.00 for each initial violation, per
17 employee, of any provision of the Wage Order, and \$100.00 for each additional
18 violation thereafter per employee; and
- 19 d. California Labor Code section 226.7, which states that (a) no employer shall require
20 any employee to work during any rest period mandated by an applicable order of
21 the Industrial Welfare Commission, and (b) if an employer fails to provide an
22 employee a rest period in accordance with an applicable order of the Industrial
23 Welfare Commission, the employer shall pay the employee one (1) additional hour
24 of pay at employee's regular rate of compensation for each work day that the rest
25 period is not provided.
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27 81. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute
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1 rest break after every four (4) hours of work or major fraction thereof, as required by California
2 law.

3 82. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 83. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 84. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.
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13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO GIVE MEAL BREAKS**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 85. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 84, inclusive, of this Complaint as though fully set forth herein.

18 86. Plaintiff brings this cause of action under the following laws, for the following
19 reasons:
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- 21 a. California Labor Code section 512(a), which requires that employees be given a 30-
22 minute uninterrupted meal break after five (5) hours of work, and a second
23 uninterrupted meal break after ten (10) hours of work;
24 b. California Labor Code section 226.7, which states that (a) no employer shall require
25 any employee to work during any meal period mandated by an applicable order of
26 the Industrial Welfare Commission, and (b) if any employer fails to provide an
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1 employee a meal period in accordance with an applicable order of the Industrial
2 Welfare Commission, the employer shall pay the employee one (1) additional hour
3 of pay at the employee's regular rate of compensation for each workday that the
4 meal period is not provided;

- 5 c. California Industrial Welfare Commission Order No. 4 and/or 7 section 11(B), as
6 codified under Title 8 of the California Code of Regulations Section 11040 and/or
7 11070, which state that if an employer fails to provide an employee a meal period in
8 accordance with the applicable provisions of the Wage Order, the employer shall
9 pay the employee one (1) hour of pay at the employee's regular rate of
10 compensation for each workday that the meal period is not provided;
- 11 d. California Industrial Welfare Commission Wage Order No. 4 and/or 7 Section
12 7(A)(3), as codified under Title 8 of the California Code of Regulations Section
13 11040 and/or 11070, which require an employer to maintain records documenting
14 its employees' meal periods;
- 15 e. California Industrial Welfare Commission wage order No. 4 and/or 7 Section
16 20(A), as codified under California Code of Regulations Section 11040 and/or
17 11070, which penalizes the employer \$50.00 for each initial violation, per
18 employee, of any provision of the Wage Order, and \$100.00 for each additional
19 violation thereafter per employee; and
- 20 f. California Labor Code section 1171 and 1173, which have given the California
21 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 4
22 and/or 7) as enforceable law.

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26 87. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
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1 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
2 take a second relieved meal break after ten (10) hours of work, as required by California law.
3 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
4 4 and/or 7, as codified under California Code of Regulations Sections 11040 and/or 11070 et.
5 seq., require that employees receive uninterrupted meal periods every five (5) hours of
6 consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
7 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
8 not require their employees to work through their meal periods. California Labor Code section
9 226.7 and California Code of Regulations section 11040 and/or 11070 require that if the
10 employer fails to provide the employee with an uninterrupted meal period, the employer must
11 pay the employee one (1) hour of pay for each workday that the meal period is not given.
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13 88. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
14 regulations, and wage orders alleged in this cause of action along with any allowable interest,
15 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
16 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
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18 89. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
19 fees as well as interest under Labor Code section 218.6.
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21 90. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.
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ELEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

25 **Individual and Representative Claim for PAGA penalties under California Labor Code**
26 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

27 **(Against All Named Defendants and all DOE Defendants)**

28 91. Plaintiff re-alleges and incorporates by reference each and every allegation in

1 paragraphs 1 through 90, inclusive, of this Complaint as though fully set forth herein.

2 92. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
3 Defendants of the specific violations of the California Labor Code that Defendants
4 and DOE defendants have violated and continue to violate.

5 93. Pursuant to California Labor code section 2699.3, no response was received from the
6 LWDA within 65 days of the postmark date of the above-alleged letter.

7 94. Plaintiff therefore has exhausted all administrative remedies required of him under
8 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
9 cause of action and pursue penalties in a representative action for Defendants' violations of the
10 Labor Code.

11 95. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
12 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
13 departments, divisions, commissions, boards, agencies, or employees for violation of the code
14 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
15 on behalf of himself or herself and other current or former employees pursuant to the
16 procedures specified in California Labor Code section 2699.3.

17 96. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
18 violator and had one or more of the alleged violations committed against him, and therefore is
19 properly suited to represent the interests of other current and former hourly, non-exempt
20 employees who worked for HOMELEGANCE at its various locations in the State of California
21 during the PAGA period.

22 97. Based on the acts alleged above, Plaintiff, on behalf of himself and all other hourly,
23 non-exempt employees who worked for HOMELEGANCE in the State of California during
24 the applicable PAGA period, seeks penalties under California Labor Code sections 2698 and
25 2699 because of Defendants' violations of numerous provisions of the California Labor Code
26 as alleged in this Complaint.

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1 98. Plaintiff therefore has exhausted all administrative remedies required of him under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

5 99. California Labor Code section 2699 et seq. imposes penalties upon culpable
6 Defendants for violating the Labor Code.

7 100. California Labor Code section 558 establishes a civil penalty as follows: Any
8 employer or other person action on behalf of an employer who violates, or causes to be
9 violated, a section of this chapter or any provision regulating hours and days of work in any
10 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
11 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
12 dollars (\$50) for each underpaid employee for each pay period for which the employee was
13 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
14 employee for each pay period for which the employee was underpaid ...;

15 101. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
16 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
17 seeking individual/victim specific relief or underpaid wages under this particular cause of
18 action.

19 102. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
20 law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
21 the following:

22 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
23 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via
24 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
25 Orders (Order nos. 4 and/or 7) violated based on the facts alleged in this Complaint.

26 103. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
27 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
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1 employees as alleged herein in an amount to be shown according to proof at trial and within the
2 jurisdictional limits of this Court.

3 **TWELFTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

5 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

6 104. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 103, inclusive, of this Complaint as thought fully set forth herein.

8 105. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties.”

11 106. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
12 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
13 of completing his job duties, which were not reimbursed by Defendant. These expenses
14 include, but are not limited to, the purchase of steel-toe boots for work purposes.

15 107. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
16 and attorney’s fees and costs, under Labor Code section 2802.

17 **THIRTEENTH CAUSE OF ACTION**

18 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

19 **(California Business and Professions Code Section 17200)**

20 **(Plaintiff against HOMELEGANCE LA, INC.; HOMERICA, INC. and all DOE**
21 **defendants)**

22 108. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 107, inclusive, of this Complaint as though fully set forth herein.

24 109. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
25 HOMELEGANCE LA, INC.; HOMERICA, INC. constitutes unfair and unlawful business
26 practices under California Business and Professions Code Section 17200, et seq.
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1 110. Defendant's violations of California labor laws constitutes a business practice because
2 it was done repeatedly over a significant period of time in a systematic manner that was
3 detrimental to Plaintiff and other similarly situated aggrieved employees.

4 111. For the four years preceding the filing of this action, Plaintiff has suffered damages
5 and request damages and/or restitution of all monies and profits to be disgorged from
6 Defendants HOMELEGANCE LA, INC. and HOMERICA, INC. in an amount according to
7 proof at time of trial, but in excess of the jurisdiction of this Court.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
10 follows:

- 11 1. For compensatory damages including regular wages and overtime wages, according to
12 proof at trial;
- 13 2. For special damages to the extent allowed by law, according to proof at trial;
- 14 3. For restitution and disgorgement for all unfair business practices by HOMELEGANCE
15 LA, INC.; HOMERICA, INC. against Plaintiff in an amount according to proof;
- 16 4. For an order enjoining Defendants HOMELEGANCE LA, INC.; HOMERICA, INC.
17 from further unfair and unlawful business practices in violation of Business and
18 Professions Code section 17200, et seq.;
- 19 5. For damages and penalties against Defendants under Labor Code section
20 226 for Plaintiff in an amount subject to proof at trial;
- 21 6. For damages and penalties pursuant to Labor Code section 203 against Defendants in
22 an amount subject to proof at trial;
- 23 7. For maximum civil penalties available under the Labor Code and applicable Wage
24 Order against Defendants as described more particularly in the Complaint and
25 representative PAGA claim;
- 26 8. For all remedies available to Plaintiff under the applicable Wage Order and the
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1 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
2 liquidated damages, damages, penalties, and waiting time penalties according to proof
3 to the extent permitted by law;

4 9. For the imposition of civil penalties and/or statutory penalties;

5 10. Reasonable attorney's fees where available by law, including but not limited to,
6 pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5,
7 and the California Labor Code;

8 11. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
9 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.

10 12. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
11 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.

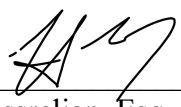
12 13. Costs and expenses of suit incurred herein;

13 14. For all interest as allowed by law;

14 15. For such other and further relief as the Court deems just and proper.

15
16 DATED: January 14, 2021

MESSRELIAN LAW INC.

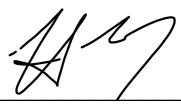
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18 By 
19 Harout Messrelian, Esq.
20 Attorneys for Plaintiff Adrian Alaniz

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

23
24
25 DATED: January 14, 2021

MESSRELIAN LAW INC.

26 By 
27 Harout Messrelian, Esq.
28 Attorneys for Plaintiff Adrian Alaniz