

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Laura Seigle

1 David Alami (State Bar No. 314628)
2 david@alamilawgroup.com

3 **ALAMI LAW GROUP**
4 620 Newport Center Dr.,
Suite 1100
Newport Beach, CA 92660
Telephone: 949-922-1834

5 Daniel J. Hyun (State Bar No. 309184)
6 dh@danielhyunlaw.com
7 **LAW OFFICE OF DANIEL J. HYUN**
1100 West Town and Country Road, Suite 1250
Orange, California 92868
Telephone: (949) 596-4782
Facsimile: (949) 528-2596

9 Attorneys for Plaintiffs DEAN SEGAL,
10 SEAN DOUGLAS, ALBERTO CARLOS, and
JUAN CUEVAS

11
12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 DEAN SEGAL, an individual; SEAN
15 DOUGLAS, an individual; ALBERTO
16 CARLOS, an individual; and JUAN CUEVAS,
an individual, on behalf of themselves and all
other aggrieved employees,

17
18 Plaintiffs,

19 vs.

20 BEVERLY HILLS PROPERTIES, LLC, a
21 California limited liability company;
22 ROCHELLE STERLING, individually and in
her capacity as TRUSTEE OF THE STERLING
23 FAMILY TRUST DBA BEVERLY HILLS
PROPERTIES; and DOES 1 through 25
24 inclusive,

25 Defendants.
26
27
28

Case No. 21STCV23407

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (CAL. LAB. CODE §§ 2698, *ET
SEQ.*)**

1 Plaintiffs DEAN SEGAL, SEAN DOUGLAS, ALBERTO CARLOS, and JUAN CUEVAS
2 (collectively “Plaintiffs”), individually and on behalf of other aggrieved employees, hereby bring this
3 representative action Complaint pursuant to the Private Attorneys General Act of 2004 (“PAGA”),
4 California Labor Code Sections 2698, *et seq.*, against Defendants BEVERLY HILLS PROPERTIES,
5 LLC, a California limited liability company; ROCHELLE STERLING, individually and in her
6 capacity as TRUSTEE OF THE STERLING FAMILY TRUST DBA BEVERLY HILLS
7 PROPERTIES; and DOES 1 through 25 inclusive (collectively “Defendants”), and allege as follows:

8 **INTRODUCTION**

9 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
10 brought by Plaintiffs on behalf of themselves, and all current and former employees of Defendants
11 employed in California during the PAGA Period (collectively the “Aggrieved Employees”). The term
12 PAGA Period is defined as one year prior to the submission of Plaintiffs’ notice of labor code
13 violations to the Labor and Workforce Development Agency (“LWDA”) and certified mail to
14 Defendants until resolution.

15 2. Plaintiffs are informed and believe, and thereon allege, that Defendants own and
16 operate dozens of apartment buildings and other residential properties throughout California. Plaintiffs
17 and Aggrieved Employees were employed by Defendants and performed work for Defendants at
18 Defendants’ apartment buildings throughout California during the PAGA Period.

19 3. Through this action, Plaintiffs are alleging that Defendants have engaged in a
20 systematic pattern of wage and hour violations under the California Labor Code (“Labor Code”).

21 4. Plaintiffs are informed and believe, and thereon allege, that during the PAGA Period,
22 Defendants had a consistent policy of violating state wage and hour laws by, among other things:
23 failing to pay all wages (including minimum, regular, and overtime wages), failing to provide meal
24 and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon separation
25 of employment, failing to provide accurate itemized wage statements, failing to maintain accurate
26 records of hours worked, and failing to reimburse business expenses. In addition, Plaintiffs are
27 informed and believe, and thereon allege that Defendants failed to provide Plaintiffs and Aggrieved
28 Employees with a place of employment that was safe and healthful, and failed or neglected to provide

1 and use reasonably adequate safety devices and safeguards or adopt or use reasonably adequate
2 methods and processes, or to do every other thing reasonably necessary to protect the life, safety and
3 health of Plaintiffs and the Aggrieved Employees during the PAGA Period. Further, Plaintiffs are
4 informed and believe, and thereon allege that Defendants retaliated against and wrongfully terminated
5 Plaintiffs and other Aggrieved Employees due to their lawfully protected complaints regarding unsafe
6 working conditions due to disturbed asbestos.

7 5. Plaintiffs' representative PAGA action is brought under, *inter alia*, the California
8 Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California
9 Code of Regulations, California Code of Civil Procedure Section 1021.5, and California Labor Code
10 Sections 98.6, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1102.5, 1174,
11 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, 6310, 6311, 6400, 6401, 6401.7, 6402, and 6403.

12 6. Plaintiffs bring this representative action seeking monetary relief against Defendants
13 on behalf of themselves and other Aggrieved Employees to recover, among other things, penalties,
14 attorneys' fees, and costs pursuant to Labor Code Sections 1194.2 and 2698, *et seq.*

15 **JURISDICTION AND VENUE**

16 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the
17 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction
18 in all cases except those given to other trial courts. All claims alleged herein arise under California
19 law for which Plaintiffs seek relief authorized by California law. Further, this is a representative
20 PAGA action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiffs
21 exceed the minimal jurisdictional limits of the Superior Court and will be established according to
22 proof at trial.

23 8. This Court has jurisdiction over all Defendants because each Defendant is a citizen of
24 California, a corporation or association organized under the laws of the State of California, an
25 association authorized to do business in California and registered with the California Secretary of
26 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
27 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing
28 and distribution of its products and/or services in California to render the exercise of jurisdiction by

1 the California courts permissible. In addition, PAGA penalties cannot be aggregated to meet the
2 jurisdictional threshold for diversity jurisdiction in federal court.

3 9. Venue in Los Angeles County is proper under California Business & Professions Code
4 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
5 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
6 had and have ongoing projects in this County, Defendants conduct substantial business in this County,
7 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
8 offices, and/or have an agent or agents in this county. The relief requested is within the jurisdiction
9 of this Court.

10 **PARTIES**

11 10. Plaintiff Dean Segal is a California citizen and resides in Los Angeles County,
12 California. Defendants employed Plaintiff Segal as an exempt salaried employee during the PAGA
13 Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this
14 action. Plaintiff's job duties consisted of repairs and maintenance of Defendants' apartment building,
15 The Ambassador Towers, located at 691 South Irolo Street, Los Angeles, California 90005 (the "AT
16 Property"), among other things.

17 11. Plaintiff Sean Douglas is a California citizen and resides in Los Angeles County,
18 California. Defendants employed Plaintiff Douglas as an exempt salaried employee during the PAGA
19 Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this
20 action. Plaintiff's job duties consisted of maintenance of the AT Property, among other things.

21 12. Plaintiff Alberto Carlos is a California citizen and resides in Los Angeles County,
22 California. Defendants employed Plaintiff Carlos as a non-exempt hourly employee during the PAGA
23 Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this
24 action. Plaintiff's job duties consisted of janitorial work and maintenance of the AT Property, among
25 other things.

26 13. Plaintiff Juan Cuevas is a California citizen and resides in Los Angeles County,
27 California. Defendants employed Plaintiff Cuevas as a non-exempt hourly employee during the PAGA
28 Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this

1 action. Plaintiff's job duties consisted of janitorial work and maintenance of the AT Property, among
2 other things.

3 14. Plaintiffs are informed and believe, and thereon allege, that Defendant BEVERLY
4 HILLS PROPERTIES, LLC ("BHP") owns and operates apartment buildings and other residential
5 properties throughout California, including the AT Property. Plaintiffs are informed, believe and
6 thereon allege that, at all relevant times, BHP was and is a California limited liability company doing
7 business in the State of California. BHP regularly conducts business within the State of California and
8 derives substantial revenues from services performed in California. BHP is, and at all relevant times
9 was, an employer subject to California state wage and hour laws. Plaintiffs are informed, believe, and
10 thereon allege that the practices and policies of BHP that are complained of by way of this Complaint
11 were implemented during the PAGA Period. Plaintiffs performed work at BHP's AT Property.

12 15. Plaintiffs are informed and believe, and thereon allege, that Defendant ROCHELLE
13 STERLING ("Mrs. Sterling"), individually and as TRUSTEE OF THE STERLING FAMILY TRUST
14 DOING BUSINESS AS BEVERLY HILLS PROPERTIES, owns and operates the AT Property,
15 including other residential properties and apartment buildings throughout California during the PAGA
16 Period. Plaintiffs are further informed, believe and thereon allege that, at all relevant times, the Sterling
17 Family Trust was and is a Member and/or Manager of Defendant BHP. Mrs. Sterling regularly
18 conducts business within the State of California and derives substantial revenues from services
19 performed in California. Mrs. Sterling is, and at all relevant times was, an employer subject to
20 California state wage and hour laws. Plaintiffs are informed, believe, and thereon allege that Mrs.
21 Sterling was involved in the day-to-day operations of the AT Property and other residential buildings,
22 including implementing the practices and policies that are complained of by way of this Complaint
23 and that were implemented during the PAGA Period in violation of Labor Code Sections 203, 226,
24 2267, 1194, and 2802 and is therefore individually liable under Labor Code Section 558.1.

25 16. Defendants continue to employ non-exempt and exempt employees within California.

26 17. Plaintiffs are unaware of the true names and capacities of those Defendants identified
27 as DOES 1 through 50. Therefore, Plaintiffs identify those Defendants fictitiously. Plaintiffs are
28 informed, believe and thereon allege that at all relevant times each DOE Defendant was a parent, sister,

1 or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each
2 related entity, and was acting with the knowledge and authorization of each of the other Defendants.
3 Plaintiffs will seek to amend this Complaint to allege the true names and capacities of each DOE
4 Defendant when their names have been ascertained and identified. Plaintiffs are informed, believe
5 and thereon allege that each of the Defendants sued as DOES 1 through 50 participated in, received
6 the benefit of, or was in some way responsible for one or more of the wrongful acts and omissions and
7 some portion of the damages alleged herein.

8 18. Plaintiffs are informed, believe and thereon allege that at all times material hereto, each
9 Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out
10 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
11 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the
12 employer and/or joint employer of Plaintiffs and the Aggrieved Employees.

13 19. Plaintiffs are informed, believe and thereon allege that Defendants, each and all of
14 them, at all times material hereto, were the joint employers, parent companies, successor companies,
15 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,
16 representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless
17 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
18 the course and scope of said relationship(s), and are a proximate cause of Plaintiffs' damages as herein
19 alleged.

20 20. Plaintiffs are informed, believe and thereon allege, that there exists a unity of interest
21 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
22 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
23 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
24 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out
25 their business in the business name, exercising complete control and dominance over such business;
26 (2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices
27 to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were
28 without the financial solvency and responsibility required by law; and (3) that all of the assets of the

1 Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity
2 which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants,
3 leaving Defendants with no assets. Further, Plaintiffs are informed, believe and thereon allege, that
4 there exists a principal-agency relationship between and among Defendants.

5 21. At all relevant times herein, Defendants were agents of each other and acting within
6 the course and scope of their agency.

7 GENERAL ALLEGATIONS

8 22. At all relevant times herein, Defendants employed Plaintiffs and other persons as non-
9 exempt and/or exempt employees.

10 23. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
11 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
12 knowledgeable about California wage and hour law, employment and personnel practices, and the
13 requirements of California.

14 24. Through this action, Plaintiffs allege Defendants have consistently maintained and
15 enforced against Plaintiffs and Aggrieved Employees unlawful employment practices and policies
16 which violate the California Labor Code and IWC Wage Orders.

17 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or should
18 have known they had a duty to compensate Plaintiffs and Aggrieved Employees, and Defendants had
19 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do
20 so all in order to increase Defendants' profits.

21 26. **Misclassification:** Plaintiffs are informed and believe, and thereon allege, that
22 Defendants misclassified Aggrieved Employees as exempt salaried employees instead of as non-
23 exempt hourly employees during the PAGA Period. Specifically, Defendants failed to pay
24 misclassified Aggrieved Employees, twice the minimum wage rate, and the Aggrieved Employees'
25 job duties did not require the use of their discretion and independent judgment more than 50% of the
26 time, among other things. In violation of the Labor Code, Defendants failed to pay all wages and
27 provide all meal and rest breaks or premiums, among other things, as a result of their misclassification
28 of non-exempt employees.

1 27. **Unpaid Wages:** Plaintiffs are informed and believe, and thereon allege, that
2 Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to
3 receive at least minimum wages, wages at their regular rate of pay, and overtime wages, and that they
4 were not receiving minimum, regular, and overtime wages for all work that was required to be
5 performed. Plaintiffs are informed and believe, and thereon allege, that during the PAGA Period,
6 Plaintiffs and Aggrieved Employees regularly worked in excess of eight (8) and/or 10 hours per
7 workday and/or 40 hours per workweek. In violation of the Labor Code, Defendants failed to pay the
8 minimum, regular, and overtime rate of pay to Plaintiffs and other Aggrieved Employees for all hours
9 worked. For example, Defendants misclassified non-exempt employees as exempt employees and
10 failed to pay overtime wages to these Aggrieved Employees despite failing to pay them twice the
11 minimum wage and/or otherwise failing to meet California's exemption requirements. In addition,
12 Defendants edited and rounded Plaintiffs' and the Aggrieved Employees' hours worked, including
13 meal periods, thereby depriving them of work performed before and after their scheduled shifts, and
14 during meal periods. Defendants' rounding policy and practice systematically undercompensated the
15 Aggrieved Employees and favored the employer rather than the employee. Further, Defendants failed
16 to pay the minimum, regular, and overtime wages when Plaintiffs and Aggrieved Employees were on
17 call or worked off-the-clock (e.g., time spent working before and after their scheduled shifts fulfilling
18 maintenance requests).

19 28. **Meal Period Violations:** Plaintiffs are informed and believe, and thereon allege, that
20 Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to
21 receive a timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or
22 payment of one additional hour of pay at their regular rate of pay when they did not receive a compliant
23 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and Aggrieved
24 Employees did not receive compliant meal periods due to Defendants' policies, workload, and
25 understaffing, among other things. Specifically, Plaintiffs and other Aggrieved Employees were on-
26 duty during their meal periods and had their meal periods regularly interrupted or late. For example,
27 Plaintiff Carlos was provided meal periods well after the fifth (5th) hour of work. In addition, Plaintiffs
28 and other Aggrieved Employees were required to have their work issued radios on at all times during

1 their shifts and were required to respond, including during meal periods. As such, Plaintiffs and
2 Aggrieved Employees regularly had their meal periods interrupted and were restricted to the worksite
3 during their meal periods. Defendants also unlawfully auto-deducted and/or rounded meal periods.
4 Defendants also failed to adopt and implement a policy authorizing a second 30-minute meal period
5 when Plaintiffs and other Aggrieved Employees worked in excess of 10 hours per workday.
6 Defendants also failed to pay Plaintiffs and Aggrieved Employees one additional hour of pay at their
7 regular rate of pay when Plaintiffs and Aggrieved Employees did not receive a compliant meal period.

8 29. **Rest Period Violations:** Plaintiffs are informed and believe, and thereon allege, that
9 Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to
10 receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major
11 fraction thereof, or payment of one additional hour of pay at their regular rate of pay when they were
12 not permitted to take a compliant rest period. For example, rest breaks were simply not provided to
13 Plaintiffs and other Aggrieved Employees due to understaffing and a busy workload. To the extent a
14 rest break was taken, it was on-duty since Plaintiffs and other Aggrieved Employees were required to
15 have their radios on and on their person at all times during their shifts, and were required to respond.
16 Thus, to the extent a rest break was taken, rest breaks were also interrupted and/or shortened. As such,
17 Plaintiffs and Aggrieved Employees' rest breaks were regularly missed, interrupted, shortened, and/or
18 restricted to the worksite. Despite these violations, Defendants failed to pay Plaintiffs and Aggrieved
19 Employees one additional hour of pay at their regular rate of pay when they did not receive a compliant
20 rest break.

21 30. **Unreimbursed Business Expenses:** Plaintiffs are informed and believe, and thereon
22 allege, that Defendants knew or should have known that Plaintiffs and Aggrieved Employees were
23 entitled to reimbursement for their necessary work-related business expenses. In violation of the Labor
24 Code and IWC Wage Orders, Plaintiffs and Aggrieved Employees were required to use their personal
25 cell phones, without reimbursement, to carry out their jobs, including to communicate with Defendants
26 and Defendants' tenants. In addition, Plaintiffs and Aggrieved Employees incurred out-of-pocket
27 expenses to perform their job duties, including using their personal vehicles to drive to and from
28 locations (e.g., Home Depot) to purchase items on behalf of Defendants, paying for gas to use the

1 power washer, and purchasing equipment and supplies without reimbursement. Further, Plaintiffs and
2 Aggrieved Employees were required to wear and maintain uniforms that became heavily soiled
3 through manual labor, and required separate washing and/or maintenance. Defendants failed to
4 reimburse Plaintiffs and Aggrieved Employees a reasonable portion of their costs to maintain their
5 work uniforms.

6 31. **Waiting Time Penalties:** Plaintiffs are informed and believe, and thereon allege, that
7 Defendants knew or should have known that Plaintiffs and Aggrieved Employees who separated from
8 their employment with Defendants during the statutory period were entitled to timely payment of all
9 wages due. In violation of the Labor Code, Plaintiffs and Aggrieved Employees did not receive
10 payment of all wages owed upon separation within the permissible time period due to, *inter alia*,
11 Defendants' failure to pay all wages, meal and rest period premiums, and reimburse expenses.

12 32. **Wage Statement Violations:** Plaintiffs are informed and believe, and thereon allege
13 that Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to
14 receive complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
15 Plaintiffs and Aggrieved Employees were not furnished with complete and accurate wage statements
16 that show all of the information required by Labor Code section 226, including, but not limited to, the
17 gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay
18 period, the corresponding number of hours worked at each hourly rate, and the entity name(s).

19 33. **Failure to Keep Accurate Records:** Plaintiffs are informed and believe, and thereon
20 allege, that Defendants knew or should have known that Defendants were required to keep accurate
21 records of the hours worked by Plaintiffs and Aggrieved Employees. In violation of the California
22 Labor Code, Defendants failed to maintain accurate records of hours worked by Plaintiffs and
23 Aggrieved Employees due to the unlawful practices mentioned above.

24 34. **Failure to Maintain Workplace Safety:** Plaintiffs are informed and believe, and
25 thereon allege, that Defendants failed to provide Plaintiffs and Aggrieved Employees with a place of
26 employment that was safe and healthful during the PAGA Period. Specifically, Defendants required
27 Plaintiffs and other Aggrieved Employees to live and/or work at the AT Property without disclosing
28 or otherwise warning Plaintiffs and Aggrieved Employees that there was disturbed asbestos in the

1 property. Defendants also failed to timely provide proper training and sufficient Personal Protective
2 Equipment (“PPE”) to protect Plaintiffs and Aggrieved Employees from the disturbed asbestos.
3 Despite the lack of PPE and training, Defendants required Plaintiffs and Aggrieved Employees to be
4 exposed to and come in contact with disturbed asbestos and asbestos containing materials in areas
5 throughout the AT Property, including, but not limited to, vacant and occupied units, air vents, the
6 garage, mechanical equipment rooms, and other common areas. Additionally, Defendants required
7 Plaintiffs and Aggrieved Employees to clean, without DOSH certification or adequate training, certain
8 areas of the AT Property containing recently disturbed asbestos, including, but not limited to, asbestos
9 containing materials from vacant units, electrical room, equipment room, boiler room, and other
10 common areas. Defendants attempted to minimize and/or conceal the dangerous working conditions
11 from Plaintiffs and Aggrieved Employees. Also, Defendants failed to implement an effective written
12 program or provide PPE to prevent harmful exposure to Plaintiffs and Aggrieved Employees from
13 disturbed asbestos throughout the AT Property. As such, in violation of the Labor Code, Defendants
14 failed or neglected to provide and use reasonably adequate safety devices and safeguards or adopt or
15 use reasonably adequate methods and processes, or to do every other thing reasonably necessary to
16 protect the life, safety and health of Plaintiffs and the Aggrieved Employees during the PAGA Period.

17 **35. Retaliation and Wrongful Termination:** Plaintiffs are informed and believe, and
18 thereon allege, that Plaintiffs and Aggrieved Employees made legally protected complaints regarding
19 unsafe working conditions due to disturbed asbestos that was discovered inside and around the AT
20 Property. Specifically, Plaintiffs and Aggrieved Employees complained (formally and/or informally)
21 to Defendants, the government, and/or related agencies regarding the disturbed asbestos and unsafe
22 working conditions. In response to their legally protected complaints regarding workplace safety and
23 for whistleblowing to the government and/or other agencies, and in violation of the Labor Code,
24 Defendants retaliated against Plaintiffs and other Aggrieved Employees by wrongfully terminating
25 their employment.

26 **36.** Plaintiffs are informed, believe, and thereon allege that Defendants’ actions as
27 described throughout this Complaint were willful.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

4 **(Against All Defendants)**

5 37. Plaintiffs incorporate by reference all previous paragraphs of this Complaint as though
6 fully set forth herein.

7 38. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
8 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
9 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
10 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
11 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

12 39. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
13 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
14 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
15 after 65 days have passed without notice from the LWDA.

16 40. On March 23, 2021, Plaintiffs gave written notice of the specified provisions alleged
17 to have been violated, including the facts and theories to support the alleged violations, as required by
18 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
19 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
20 More than 65 days have passed since Plaintiffs submitted his PAGA notice to the LWDA without
21 notice from the LWDA. Accordingly, Plaintiffs have exhausted the procedural requirements under
22 Labor Code Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on
23 behalf of themselves and all other Aggrieved Employees under PAGA.

24 41. For all provisions of the Labor Code except those for which a civil penalty is
25 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
26 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
27 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
28 Defendants violated these provisions of the Labor Code.

1 42. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiffs may seek civil penalties
2 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections
3 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 20
4 6, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
5 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
6 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
7 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section
8 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 7
9 51.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102,
10 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5,
11 and 1198, subdivision (b) of Section 1198.3, Sections
12 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.
13 1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section
14 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 17
15 00.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections
16 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section
17 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and
18 Sections 3073.6, 6310, 6311, 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

19 43. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
20 of an employer who violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
22 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
23 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
24 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
25 employee was underpaid.”

26 44. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
27 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
28 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order

1 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
2 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
3 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
4 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
5 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

6 45. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
7 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
8 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
9 violation in a subsequent citation, for which the employer fails to provide the employee a wage
10 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
11 penalties provided for in this section are in addition to any other penalty provided by law.”

12 46. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
13 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
14 to employees.

15 47. Defendants’ conduct with respect to Plaintiffs and the other Aggrieved Employees
16 violates numerous Labor Code Sections including, but not limited to, the following:

17 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,
18 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular, and overtime
19 wages) owed to Plaintiffs and other Aggrieved Employees during employment and upon separation of
20 employment as herein alleged;

21 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal
22 periods to Plaintiffs and other Aggrieved Employees and failure to pay premium wages for missed
23 meal periods as herein alleged;

24 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to
25 Plaintiffs and other Aggrieved Employees and failure to pay premium wages for missed rest periods
26 as herein alleged;

27 (d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate
28 itemized wage statements to Plaintiffs and other Aggrieved Employees as herein alleged;

1 (e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain
2 accurate records regarding the employment of Plaintiffs and other Aggrieved Employees as herein
3 alleged; and

4 (f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse
5 business expenses to Plaintiffs and other Aggrieved Employees as herein alleged.

6 (g) Violation of Labor Code Sections 6400, 6401, 6401.7, 6402, and 6403 for
7 failure to provide Plaintiffs and other Aggrieved Employees with a place of employment that was safe
8 and healthful.

9 (h) Violation of Labor Code Sections 98.6, 1102.5, 6310, and 6311 for retaliation
10 against and wrongful termination of Plaintiffs and other Aggrieved Employees for their lawfully
11 protected complaints regarding unsafe working conditions.

12 48. As set forth above, Defendants have violated numerous provisions of the Labor Code
13 regulating hours and days of work as well as the IWC Wage Orders.

14 49. Each Plaintiff is an “aggrieved employee” because each Plaintiff was employed by the
15 alleged violators and had one or more of the alleged violations committed against him, and therefore
16 is properly suited to represent the interests of all other Aggrieved Employees.

17 50. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
18 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
19 above.

20 51. For bringing this action, Plaintiffs are also entitled to attorney’s fees and costs incurred
21 herein.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for
24 judgment and the following specific relief against Defendants, jointly and severally, as follows:

25 1. For civil penalties against Defendants on behalf of all Aggrieved Employees pursuant
26 to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

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1 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
2 pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of Civil Procedure
3 Section 1021.5; and

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

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6 Dated: June 23, 2021

ALAMI LAW GROUP &
LAW OFFICE OF DANIEL J. HYUN

7
8
9 By: _____

David Alami
Daniel J. Hyun

11 Attorneys for Plaintiffs DEAN SEGAL, SEAN
12 DOUGLAS, ALBERTO CARLOS, and JUAN
13 CUEVAS
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