

1 Raymond P. Boucher, State Bar No. 115364
ray@boucher.la
2 Shehnaz M. Bhujwala, State Bar No. 223484
bhujwala@boucher.la
3 Alexander Gamez, State Bar No. 309708
gamez@boucher.la
4 BOUCHER LLP
21600 Oxnard Street, Suite 600
5 Woodland Hills, California 91367-4903
Tel: (818) 340-5400
6 Fax: (818) 340-5401

7 Sahag Majarian II, State Bar No. 146621
sahagii@aol.com
8 LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
9 Tarzana, California 91356
Tel: (818) 609-0807
10 Fax: (818) 609-0892

11 *Attorneys for Plaintiff Juan Sanchez,*
12 *An Aggrieved Employee of Defendants,*
13 *on Behalf of the State of California's*
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **COUNTY OF ORANGE**

16
17 JUAN SANCHEZ, An Aggrieved Employee
of Defendants, on Behalf of the State of
18 California's Labor and Workforce
Development Agency for All Aggrieved
19 Employees of Defendants,

20 Plaintiff,

21 v.

22 IRVINE MANAGEMENT COMPANY, a
California Corporation; and DOES 1-100,
23 Inclusive,

24 Defendants.

Case No. 30-2021-01222789-CU-OE-CXC

Judge Glenda Sanders

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff JUAN SANCHEZ (hereinafter, "Plaintiff"), who is an aggrieved employee of
2 Defendant IRVINE MANAGEMENT COMPANY, and DOES 1 through 100, inclusive,
3 (collectively, "Defendants"), brings this representative action as proxy for the State of California's
4 Labor and Workforce Development Agency ("LWDA") on behalf of all current and former
5 aggrieved employees of Defendants in California, and hereby alleges the following facts and
6 claims against Defendants, and respectfully request civil penalties, all other available relief, and a
7 trial by jury of all issues and causes of action so triable.

8 INTRODUCTION

9 1. Plaintiff brings this representative action as the proxy for the State of California's
10 LWDA against Defendants for civil penalties pursuant to California's Private Attorneys General
11 Act of 2004 (hereinafter, the "PAGA"), Labor Code section 2698, *et seq.*, resulting from
12 Defendants' violations of "wage and hour" laws protective of Defendants' aggrieved employees
13 under the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.
14 The PAGA permits an aggrieved employee to bring a representative action as the State's
15 designated proxy on behalf of himself and all other current and former non-exempt aggrieved
16 employees of an employer to recover civil penalties for violation of California's Labor Code.

17 2. Defendants' systemic pattern of Labor Code and IWC Wage Order violations
18 toward Plaintiffs and other current and former aggrieved employees of Defendants in California
19 include, but are not limited to their:

- 20 a. Failure to compensate for all hours worked in violation of Labor Code sections
21 204, 1194, 1197, and 1198;
- 22 b. Failure to compensate for all overtime in violation of Labor Code section 510;
- 23 c. Failure to provide meal periods and/or premium pay for non-compliant meal
24 periods in violation of Labor Code sections 226.7, 512, 558, 1198, and 1199
25 and Section 11 of the IWC Wage Order(s);
- 26 d. Failure to authorize and permit all paid rest periods and/or provide premium
27 pay for non-compliant rest periods in violation of Labor Code sections 226.7,
28 1197, 1198, and 1199, and Section 12 of the IWC Wage Order(s);

- e. Failure to pay all vested vacation time upon termination or resignation in violation of Labor Code section 227.3;
- f. Failure to provide a safe place of employment during the COVID-19 pandemic in violation of Labor Code sections 6401, 6402, 6403;
- g. Failure to indemnify for business expenses in violation of Labor Code section 2802;
- h. Failure to furnish accurate itemized wage statements in violation of Labor Code section 226(a); and
- i. Failure to timely pay all final wages owed upon separation of employment in violation of Labor Code sections 201, 202, and 203.

3. Pursuant to PAGA, Plaintiffs seeks to recover civil penalties, costs and attorney's fees, and all other available relief for Defendants' violations of the Labor Code, as alleged herein.

PARTIES

4. Plaintiff JUAN SANCHEZ is an individual over the age of eighteen (18). Plaintiff is and, at all relevant times mentioned in this Complaint, was a California citizen residing within Orange County, California. Plaintiff was employed by Defendants in California as an hourly paid, non-exempt cook/chef from approximately October of 2008 to March, 2020 and July 1, 2020 to approximately December 2020 at The Resort at Pelican Hill in Newport Beach, California. At all relevant times herein, Plaintiff was an "employee" as that term is used in the Labor Code. During the applicable statutory period, Plaintiff was subject to various policies, procedures, and practices implemented by Defendants that, as alleged herein, were and are in violation of the Labor Code.

5. Defendant IRVINE MANAGEMENT COMPANY is and at all relevant times herein was a California corporation, having their principal place of business at 550 Newport Center Drive, Newport Beach, California 92660, and are the owners and operators of an industry, business and/or facility licensed to do business and actually doing business in the State of California as a real estate development company. Defendant IRVINE MANAGEMENT COMPANY owns and operates various hotels and recreation entities in Orange County California such as (1) California Recreation Company; (2) Fashion Island Hotel; (3) Hotel Irvine; (4) Oak

1 Creek Golf Club; and (5) The Resort at Pelican Hill. Defendant IRVINE MANAGEMENT
2 COMPANY is an “employer” as the term is used in the Labor Code and IWC Wage Orders.

3 6. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
4 information and belief now, and/or at all times mentioned in this Complaint were licensed to do
5 business and/or actually doing business in California, including Orange County, and each of the
6 fictitiously named Defendants are responsible for the conduct alleged in this Complaint. Plaintiff
7 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
8 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such fictitious
9 names pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 474.
10 Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon
11 as they are ascertained.

12 7. Defendants, and each of them, are now and/or at all times mentioned in this
13 Complaint were in some manner legally responsible for the events, happenings and circumstances
14 alleged in this Complaint.

15 8. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
16 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

17 9. Defendants, and each of them, are now and/or at all times mentioned herein were
18 the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing
19 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this
20 Complaint were acting within the course and scope of that agency, servitude and/or employment.

21 10. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were members of and/or engaged in a joint venture, partnership and common
23 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
24 partnership and common enterprise.

25 11. Defendants, and each of them, at all times mentioned in this Complaint concurred
26 and contributed to the various acts and omissions of each and every one of the other Defendants in
27 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

28 12. Defendants, and each of them, at all times mentioned in this Complaint approved

1 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
2 this Complaint.

3 13. Defendants, and each of them, at all times mentioned in this Complaint aided and
4 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
5 causing the damages alleged in this Complaint.

6 **JURISDICTION AND VENUE**

7 14. The California Superior Court has jurisdiction in this matter pursuant to California
8 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all
9 causes except those given by statute to other trial courts.” The statutes under which this action is
10 brought do not specify any other specific basis for jurisdiction.

11 15. The California Superior Court also has jurisdiction in this matter because both the
12 individual and aggregate monetary damages and restitution sought herein exceed the minimal
13 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

14 16. The California Superior Court also has jurisdiction over Defendants because they
15 are corporations and/or entities and/or persons with sufficient minimum contacts in California, are
16 citizens of California, or otherwise intentionally availed themselves of the California market so as
17 to render the exercise of jurisdiction over them by the California courts consistent with traditional
18 notions of fair play and substantial justice. There is no federal question at issue as the issues herein
19 are based solely on California statutes and law, including the Labor Code. Thus, this Court
20 maintains appropriate jurisdiction to hear this matter.

21 17. Venue is proper in the Superior Court of California for the County of Orange,
22 pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in
23 that liability arose in Orange County because at least some of the acts and omissions that are the
24 subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains
25 offices, transacts business, exists, and/or has an agent in Orange County.

26 **FACTUAL ALLEGATIONS**

27 18. During the applicable statutory period, Defendants employed Plaintiff as an hourly
28 paid, non-exempt employee from approximately from approximately October of 2008 to March,

1 2020 and July 1, 2020 to approximately December 2020.

2 19. During the relevant statutory period, Defendants failed and fail to pay Plaintiff for
3 all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a
4 week due to Defendants' policy and practice of requiring Plaintiff to wait in line for temperature
5 checks prior to clocking in for his shifts. This process resulted in Plaintiff waiting an additional 2
6 to 3 minutes to clock in for his shifts, without payment.

7 20. During the relevant statutory period, Defendants failed and fail to provide Plaintiff
8 with compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed
9 to pay him premium wages at the regular rate of pay thereto.

10 21. During the relevant statutory period, Defendants failed to relinquish control over
11 Plaintiff to provide him with legally-compliant ten (10) minute off-duty rest periods for every four
12 (4) hours of work or major fraction thereof, as required by California law and failed to pay
13 premiums for the in compliant rest periods.

14 22. During the relevant statutory period, Plaintiff accrued vacation time throughout his
15 employment pursuant to his employment contracts and/or Defendants' policies, but Defendants
16 failed to properly compensate him for all vested vacation time earned at the correct accrual rates in
17 accordance with his employment contracts and/or Defendants' policies in violation of Labor Code
18 section 227.3.

19 23. During the relevant statutory period, Defendants failed to provide Plaintiff with a
20 reasonably safe place of employment by failing to provide and use safeguards reasonably adequate
21 to render the place of employment safe during his employment in the COVID-19 pandemic as
22 required by the Labor Code. For example, Defendants failed to ask Plaintiff whether he had fever
23 or COVID-19 symptoms or if he had been exposed to anyone who exhibited COVID-19
24 symptoms, during his shifts. Such measures, if adopted, would have enhanced Plaintiff's safety
25 and well-being.

26 24. During the relevant statutory period, Defendants failed to indemnify Plaintiff for all
27 necessary expenditures incurred in direct consequence of the discharge of his duties by requiring
28 Plaintiff to purchase and maintain his own knives, and not reimburse him for the costs incurred.

1 Each knife costs approximately \$80 to \$100 and must be sharpened once a month at a cost of \$5
2 per knife.

3 25. During the relevant statutory period, Defendants failed to provide Plaintiff with
4 accurate itemized wage statements. For example, Plaintiff was furnished with wage statements that
5 that failed to show the correct hourly rate for overtime pay. In particular, the wage statements
6 either omitted the overtime rate of pay or displayed the regular rate of pay. Additionally, as a
7 result of alleged violations discussed above, Defendants furnished wage statements that failed to
8 correctly show, among other items: (1) the incorrect hours worked as a result of the rounding
9 practice, (2) gross wages earned, (3) all deductions, and (4) net wages earned.

10 26. During the relevant statutory period, Defendants willfully failed to pay all wages
11 owed to Plaintiff upon separation of employment. Defendants still have yet to pay Plaintiff all
12 final wages owed to him due to their failure to pay Plaintiff for all minimum wages, overtime
13 compensation, vacation pay, and their failure to pay meal and rest period premium wages owed.

14 **GENERAL ALLEGATIONS**

15 27. Plaintiff and all other aggrieved employees are current and former non-exempt
16 employees of Defendants that work or worked at Defendants' facilities in California as non-
17 exempt employees during the statutory period.

18 28. During the applicable statutory period, Plaintiff and other current and former
19 aggrieved employees were subject to the same various policies, procedures, and practices
20 implemented by Defendants that, as alleged herein, were and are in violation of the Labor Code.

21 29. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
22 and/or practice, Defendants failed to pay Plaintiff and all other aggrieved employees for all hours
23 worked and overtime hours worked after eight hours in a day and/or after forty hours in a week
24 due to Defendants' policy and practice of requiring Plaintiff and aggrieved employees to wait in
25 line for temperature checks prior to clocking in for their shifts. This process resulted in Plaintiff
26 and aggrieved employees waiting an additional 2 to 3 minutes to clock in for their shifts, without
27 payment.

28 30. During the relevant statutory period, Defendants failed and fail to provide Plaintiff

1 and aggrieved employees with compliant thirty minute off-duty thirty-minute-long meal periods
2 for work periods and failed to pay them premium wages at the regular rate of pay thereto.

3 31. During the relevant statutory period, Defendants failed to relinquish control over
4 Plaintiff and aggrieved employees to provide them with legally-compliant ten (10) minute off-duty
5 rest periods for every four (4) hours of work or major fraction thereof, as required by California
6 law and failed to pay premiums for the noncompliant rest periods.

7 32. During the relevant statutory period, Plaintiff and aggrieved employees accrued
8 vacation time throughout their employment pursuant to their employment contracts and/or
9 Defendants' policies, but Defendants failed to properly compensate them for all vested vacation
10 time earned at the correct accrual rates in accordance with their employment contracts and/or
11 Defendants' policies in violation of Labor Code section 227.3.

12 33. During the relevant statutory period, Defendants failed to provide Plaintiff and
13 aggrieved employees with a reasonably safe place of employment by failing to provide and use
14 safeguards reasonably adequate to render the place of employment safe during their employment
15 in the COVID-19 pandemic as required by the Labor Code. For example, Defendants failed to ask
16 Plaintiff and aggrieved employees whether they had fever or COVID-19 symptoms or if they had
17 been exposed to anyone who exhibited COVID-19 symptoms, during their shifts. Such measures,
18 if adopted, would have enhanced Plaintiff and aggrieved employees safety and well-being.

19 34. During the relevant statutory period, Defendants failed to indemnify Plaintiff and
20 aggrieved employees for all necessary expenditures incurred in direct consequence of the
21 discharge of their duties.

22 35. During the relevant statutory period, Defendants failed to provide Plaintiff and
23 aggrieved employees with accurate itemized wage statements. For example, Plaintiff and
24 aggrieved employees were furnished with wage statements that failed to show the correct
25 hourly rate for overtime pay. In particular, the wage statements either omitted the overtime rate of
26 pay or displayed the regular rate of pay. Additionally, as a result of alleged violations discussed
27 above, Defendants furnished wage statements that failed to correctly show, among other items: (1)
28 the incorrect hours worked as a result of the rounding practice, (2) gross wages earned, (3) all

1 deductions, and (4) net wages earned.

2 36. During the relevant statutory period, Defendants willfully failed to pay all wages
3 owed to Plaintiff and aggrieved employees upon separation of employment. Defendants still have
4 yet to pay Plaintiff and aggrieved employees all final wages owed to them due to Defendants'
5 failure to pay Plaintiff and aggrieved employees for all minimum wages, overtime compensation,
6 vacation pay, and their failure to pay meal and rest period premium wages owed.

7 **FIRST CAUSE OF ACTION**

8 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

9 **(California Labor Code §§ 2698, *et seq.*)**

10 37. Plaintiff incorporates by reference and realleges each and every one of the
11 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
12 set forth herein.

13 38. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
14 applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through
15 a representative action on behalf of all aggrieved employees that work or worked for Defendants
16 during the relevant time period.

17 39. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
18 action is not subject to the formalities required of a class action and class certification of PAGA
19 claims is not required.

20 40. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section
21 2699(c) because he was employed by Defendants during the applicable statutory period and
22 suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited
23 to represent the interests of all other aggrieved employees in in this PAGA representative action.

24 41. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
25 penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce
26 Development Agency (hereinafter "LWDA") for enforcement of labor laws and education of
27 employers and employees about their rights and responsibilities under this code, and twenty-five
28 percent (25%) shall be distributed to the aggrieved employees.

1 42. Plaintiff's representative action alleges violations of certain Labor Code sections
2 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
3 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

4 43. On July 13, 2021, Plaintiff complied with Labor Code section 2699.3(a) by
5 electronically filing written notice with the LWDA and serving written notice, via certified mail,
6 upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to
7 have been violated by Defendants and Plaintiff's intent to pursue civil penalties against
8 Defendants on behalf of all aggrieved employees pursuant to PAGA. Attached hereto as **Exhibit 1**
9 is a true and correct copy of Plaintiff's notice letter.

10 44. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
11 notify the employer and the aggrieved employee or representative by certified mail that it does not
12 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
13 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
14 of the postmark date of the notice given... the aggrieved employee may commence a civil action
15 pursuant to Section 2699." More than sixty-five calendar days have passed since Plaintiff served
16 notice upon the LWDA and Defendants, and the LWDA did not provide notice of its intent to
17 investigate Plaintiff's claims. Accordingly, Plaintiff exhausted his obligation to provide
18 administrative notice and is authorized to commence this representative action seeking civil
19 penalties on behalf of himself and all other aggrieved employees of Defendants.

20 45. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
21 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
22 divisions, commissions, boards, agencies or employees for violation of the code may, as an
23 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
24 himself and other current or former employees pursuant to the procedures specified in Labor Code
25 section 2699.3.

26 46. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
27 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
28 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial

1 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
2 subsequent violation.

3 47. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of himself and
4 aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 201,
5 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1198, 1199, 2802, 6401, 6402, and 6403
6 during the statutory period as set forth below:

7 a. For violations of Labor Code section 201, 202, 203, 226.7, 510, 512, 1194,
8 1197 1198, 1199, 2802, 6401, 6402, and 6403 Labor Code section 2699(f)(2) imposes a civil
9 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for each initial
10 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
11 subsequent violation;

12 b. For violations of Labor Code section 204, Labor Code section 210 imposes
13 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
14 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
15 employee, for each subsequent violation, regardless of whether the subsequent violation was
16 willful or intentional;

17 c. For violations of Labor Code section 226(a), Labor Code section 226.3
18 imposes a civil penalty, in addition to any other penalty provided by law, of two hundred fifty
19 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
20 per aggrieved employee for each subsequent violation.

21 48. Defendants violated Labor Code sections 510, 1194, 1197, and 1198 by not paying
22 Plaintiff and aggrieved employees all wages owed for all hours worked for each pay period as a
23 result of Defendants' policy or practice of requiring them to undergo temperature checks while off
24 the clock. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
25 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
27 subsequent violation.

28 49. Defendants violated Labor Code sections 226.7 and 512 by denying Plaintiff and

1 all other aggrieved employees an opportunity to take timely off-duty and uninterrupted thirty
2 minute meal periods for every five hours worked, including timely off-duty and uninterrupted
3 thirty minute long meal periods before the end of the fifth hour of work, and by failing to pay a
4 premium wage equivalent to an additional hour of pay at the regular rate of pay for each day a
5 compliant meal period was not provided. Thus, pursuant to Labor Code section 2699(f)(2),
6 Defendants are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved
7 employee per pay period for the initial violation, and two hundred dollars (\$200) for each
8 aggrieved employee per pay period for each subsequent violation.

9 50. Defendants violated Labor Code section 226.7 by denying Plaintiff and all other
10 aggrieved employees of Defendants a ten minute off-duty rest period for every four hours worked,
11 or major fraction thereof, and by failing to provide a premium wage equivalent to an additional
12 hour of pay at the regular rate of pay for each workday that a compliant rest period was not
13 provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
14 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
15 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
16 subsequent violation.

17 51. Defendants violated Labor Code section 227.3 by failing to pay all aggrieved
18 employees, including Plaintiff, all vested and unused vacation pay earned upon resignation,
19 termination, or other separation of employment. Pursuant to *Suastez v. Plastic Dress-Up, Co.*
20 (1982) 31 Cal.3d. 774 and Labor Code section 227.3, a proportionate right to vacation pay vests
21 on a *pro rata* basis as an employee renders labor and vested vacation pay and other similar forms
22 of paid time off are considered wages that cannot be subject to forfeiture without compensation for
23 forfeited days at the applicable rates required by law. Thus, pursuant to Labor Code section
24 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
25 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
26 each aggrieved employee per pay period for each subsequent violation.

27 52. Defendants violated Labor Code sections 6401, 6402, and 6403 by failing to
28 provide a safe place of employment during the COVID-19 pandemic. Thus, pursuant to Labor

1 Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100)
2 for each aggrieved employee per pay period for the initial violation, and two hundred dollars
3 (\$200) for each aggrieved employee per pay period for each subsequent violation.

4 53. Defendants violated Labor Code section 2802 by forcing Plaintiff and aggrieved
5 employees to make business related expenditures without reimbursement. Thus, pursuant to
6 Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars
7 (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred
8 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

9 54. Defendants violated Labor Code section 226(a) by failing to provide Plaintiff and
10 aggrieved employees with accurate itemized wage statements correctly identifying, among other
11 things, the correct name of the employer, hours worked, wages earned, the correct amount of net
12 wages earned, and the correct amount of deductions that were paid or should have been paid.
13 Thus, pursuant to Labor Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely
14 independent and apart from any other penalty, are subject to a civil penalty for violation Labor
15 Code section 226(a) in the amount of two hundred and fifty dollars (\$250) per aggrieved employee
16 per violation in an initial citation and one thousand dollars (\$1,000) per aggrieved employee for
17 each violation in a subsequent citation.

18 55. Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to
19 timely pay Plaintiff and aggrieved employees all wages owed upon separation of employment by
20 failing to pay all minimum wages, overtime compensation, vacation pay, and Defendants' failure
21 to pay meal and rest period premium wages owed. Thus, pursuant to Labor Code section
22 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
23 aggrieved employee per pay period for the initial violation of these sections, and two hundred
24 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

25 56. At all material times, Defendants were Plaintiff and all other aggrieved employees'
26 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
27 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
28 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to

1 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
2 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
3 provided by law.

4 57. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
5 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
6 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
7 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
8 Defendants' failure to pay wages owed for all overtime, as alleged herein.

9 58. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
10 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
11 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
12 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
13 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
14 worked, or major fraction thereof, as alleged herein.

15 59. Defendants violated Labor Code section 1198 by failing to comply with the
16 maximum hours of work and the standards conditions of labor fixed by the IWC under the "Hours
17 and Days of Work", the "Meal Period", the "Rest Period" and "Record" sections of the applicable
18 IWC Wage Order, by failing to provide compliant meal periods, failing to pay meal periods
19 premium wages, failing to provide compliant rest periods, failing to pay rest period premium
20 wages, failing to keep and provide accurate records, and failing to timely pay owed wages upon
21 separation of employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2),
22 Defendants are subject to a civil penalty in the amount of one hundred dollars (\$100) for each
23 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
24 each aggrieved employee per pay period for each subsequent violation.

25 **PRAYER FOR RELIEF**

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

- 27 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
28 2. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty

1 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
2 per aggrieved employee for each subsequent violation;

3 3. For civil penalties under Labor Code section 210 in the amount of one hundred
4 dollars (\$100.00) for each aggrieved employee for each initial violation that was neither willful
5 nor intentional, and two hundred dollars (\$200.00) for each aggrieved employee, plus twenty-five
6 percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each
7 subsequent violation, regardless of whether the subsequent violation was willful or intentional;

8 4. For civil penalties under Labor Code section 2699(f), for Labor Code violations
9 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
10 employee per pay period for each initial violation and two hundred dollars (\$200.00) for each
11 aggrieved employee per pay period for each subsequent violation;

12 5. For civil penalties under Labor Code section 558, as follows: (1) for an initial
13 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
14 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was underpaid;

16 6. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
17 section 2699(g)(1), or other applicable laws;

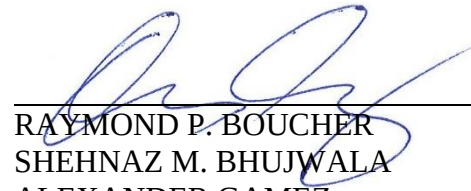
18 7. For pre-judgment and post-judgment interest as provided by law; and

19 8. For such additional relief as this Court may deem just and proper.

20 DATED: September 20, 2021

BOUCHER LLP

21
22 By:


RAYMOND P. BOUCHER
SHEHNAZ M. BHUJWALA
ALEXANDER GAMEZ

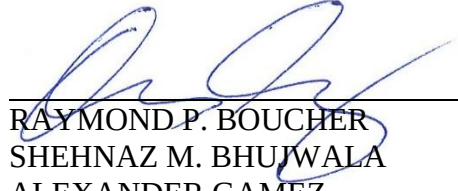
*Attorneys for Plaintiff Juan Sanchez,
An Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury of all claims alleged in Plaintiff's Complaint to the
3 fullest extent authorized by law.

4 DATED: September 20, 2021

BOUCHER LLP

5
6 By: 

7 RAYMOND P. BOUCHER
8 SHEHNAZ M. BHUJWALA
9 ALEXANDER GAMEZ

10 *Attorneys for Plaintiff Juan Sanchez,*
11 *An Aggrieved Employee of Defendants,*
12 *on Behalf of the State of California's*
13 *Labor and Workforce Development Agency*
14 *for All Aggrieved Employees of Defendants*