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on behalf of himself and all other aggrieved employees
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO – CIVIC CENTER COURTHOUSE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

02/18/2022
Clerk of the Court
BY: LAURA SIMMONS
Deputy Clerk

CGC-22-598253

11 MARVIN GEOVANY FLORES NAVARRO,
12 on behalf of himself and all other aggrieved
13 employees,

CASE NO.:

14 PLAINTIFF,

REPRESENTATIVE ACTION

15 vs.

COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004, CALIFORNIA
LABOR CODE § 2698 *et seq.*

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17 QUACH & LAI LLC, a California limited
liability company d/b/a MANILA ORIENTAL
18 MARKET; and DOES 1 through 20, inclusive,

19 DEFENDANTS.
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1 Plaintiff MARVIN GEOVANY FLORES NAVARRO, on behalf of himself and all other
2 aggrieved employees (hereafter "PLAINTIFF"), alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved employees of
5 Defendants QUACH & LAI LLC, a California limited liability company d/b/a MANILA ORIENTAL
6 MARKET, and DOES 1 through 20, inclusive (collectively, "DEFENDANTS") to recover civil
7 penalties arising from failure to furnish accurate and complete itemized wage statements in violation of
8 the California Labor Code ("Labor Code").

9 **THE PARTIES**

10 2. PLAINTIFF is a resident of the State of California. At all times relevant to this action,
11 PLAINTIFF was employed by DEFENDANTS as an hourly, non-exempt employee.

12 3. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
13 QUACH & LAI LLC ("QUACH & LAI") is, and all times relevant to this action was, a limited liability
14 company organized and existing under the laws of the State of California. PLAINTIFF is informed and
15 believes, and based thereon alleges, that Defendant QUACH & LAI is authorized to transact and conduct
16 business in the State of California and does transact and conduct business in the County of San
17 Francisco, State of California. Further, QUACH & LAI maintains grounds, facilities, and offices in the
18 County of San Francisco, State of California. QUACH & LAI employed PLAINTIFF and other
19 aggrieved persons within the State of California.

20 4. PLAINTIFF is informed and believes, and thereon alleges, that QUACH & LAI owns
21 and operates grocery stores and does business under the name MANILA ORIENTAL MARKET.

22 5. At this time, the true names and capacities of DOES 1 through 20, inclusive, are unknown
23 to PLAINTIFF, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names.
24 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is
25 in some manner responsible for the occurrences alleged herein, and that PLAINTIFF and other aggrieved
26 employees' injuries and damages were proximately caused by the conduct of said DOE defendants.

1 PLAINTIFF will seek leave of the court to amend this Complaint to allege the true names and capacities
2 of said DOE defendants when such information is ascertained.

3 6. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant
4 times, DEFENDANTS were joint employers of PLAINTIFF and other aggrieved employees.
5 PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant to this action,
6 DEFENDANTS were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
7 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners,
8 joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was dominated
9 by his, her, or its codefendants, and each was the alter ego of the other.

10 7. PLAINTIFF is informed and believes, and based thereon alleges, that in perpetrating the
11 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
12 furtherance of, their policies and practices of depriving PLAINTIFF and other aggrieved employees
13 their wage and hour rights, through methods which include, but are not limited to: failing to provide
14 complete itemized statements for each pay period in violation of the Labor Code.

15 8. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of
16 the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS,
17 each acting as agents and/or employees, and/or under the direction and control of, each of the other
18 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,
19 employment, and/or direction and control.

20 9. PLAINTIFF is informed and believes, and based thereon alleges, that in accordance with
21 Labor Code Section 558.1, DEFENDANTS and any person acting on behalf of DEFENDANTS are
22 liable for violating, or causing to violate, any provision regulating minimum wages or hours and days
23 of work in any order of the Industrial Welfare Commission, or Labor Code Section 226.

24 **JURISDICTION AND VENUE**

25 10. The Superior Court of the State of California has jurisdiction in this matter because
26 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business in
27 California and regularly conduct business in the State of California.

11. No federal question is at issue as the claims are based exclusively on California state law.

12. Venue is proper in this judicial district and the County of San Francisco, California because among other things, PLAINTIFF and the other aggrieved employees performed work for DEFENDANTS in the County of San Francisco; DEFENDANTS maintain grounds, facilities, and offices, and transact business in the County of San Francisco; DEFENDANTS' unlawful policies, procedures, and/or practices, which are the subject of this action were applied, at least in part, to PLAINTIFF and other aggrieved employees in the County of San Francisco; and DEFENDANTS' unlawful acts and omissions occurred in the County of San Francisco.

PAGA ALLEGATIONS

13. PLAINTIFF is a former hourly, full-time, non-exempt employee of DEFENDANTS' grocery store located in San Francisco, California.

14. In accordance with Labor Code Section 2699.3, on or about December 14, 2021, PLAINTIFF gave written notice to the California Labor and Workforce Development Agency (“LWDA”), by filing a PAGA Notice online, a copy of which was sent by certified mail to DEFENDANTS, setting forth the specific provisions of the Labor Code and IWC Wage Order(s) alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFF’S PAGA Notice was sent by certified mail to DEFENDANTS on December 14, 2021.

15. The LWDA did not provide notice of its intention to investigate DEFENDANTS' violations within the sixty-five (65) calendar days of the postmark date of PLAINTIFF'S PAGA Notice. Since PLAINTIFF has waited more than sixty-five (65) days from the postmark date of PLAINTIFF'S PAGA Notice before filing this Civil Action, PLAINTIFF has complied with all of the requirements set forth in Labor Code Section 2699.3 to commence a representative action under the PAGA.

16. California Judicial Council Emergency Rule 9 related to COVID-19 tolled the statute of limitations applicable to this action for five months and 25 days from April 6, 2020 to October 1, 2020. “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.” PAGA’s statute of limitations is

1 governed by the Code of Civil Procedure Section 340 and thus is subject to modification by the
2 California Judicial Council.

3 17. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
4 Sections 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current and former
5 non-exempt aggrieved employees of DEFENDANTS in the State of California beginning from
6 December 14, 2020 (and as tolled by Emergency Rule 9) and ending at the time this action settles or
7 proceeds to final judgment (the “PAGA PERIOD”).

8 **PREDICATE LABOR CODE VIOLATIONS**

9 **Failure to Furnish Complete Itemized Wage Statements**

10 **(Labor Code § 226(a))**

11 18. During the PAGA PERIOD, DEFENDANTS routinely failed to fail to provide
12 PLAINTIFF and other aggrieved employees with timely, accurate, and complete itemized wage
13 statements in writing showing the legal entity or entities employing PLAINTIFF and other aggrieved
14 employees in violation of Labor Code Section 226, subdivision (a).

15 19. During the PAGA PERIOD, and as a result of DEFENDANTS’ unlawful policies and
16 practices, DEFENDANTS failed to provide PLAINTIFF and other aggrieved employees with timely
17 and accurate itemized wage statements in accordance with Labor Code Section 226, subdivision (a).

18 20. The wage statements issued by DEFENDANTS failed to include address of the legal
19 entity that is the employer.

20 21. During the PAGA PERIOD, PLAINTIFF and other aggrieved employees suffered injury
21 as a result of DEFENDANTS’ failure to provide timely and accurate itemized wage statements as
22 PLAINTIFF and other aggrieved employees could not timely and easily determine from the wage
23 statement alone any of the following: gross wages earned, total hours worked by the employee, net
24 wages earned, the inclusive dates of the period for which the employee is paid, the name and address of
25 the legal entity that is the employer and, all applicable hourly rates in effect during the pay period, and
26 the corresponding number of hours worked at each hourly rate by the employee.

1 **FIRST CAUSE OF ACTION**

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

3 **(Labor Code §§ 2698 *et seq.*)**

4 **(AGAINST ALL DEFENDANTS)**

5 22. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of
6 the allegations in paragraphs 1 through 21, above.

7 23. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code Section
8 2699, subdivision (c), and a proper representative to bring a civil action on behalf of himself and other
9 current and former non-exempt employees of DEFENDANTS under the procedures specified in Labor
10 Code sections 2699.3 because PLAINTIFF was employed by DEFENDANTS and the alleged Labor
11 Code violation was committed against PLAINTIFF during the PAGA PERIOD.

12 24. PLAINTIFF seeks civil penalties through a representative action permitted by PAGA.

13 25. Pursuant to Labor Code Sections 2698 through 2699.5, PLAINTIFF seeks to recover
14 civil penalties from DEFENDANTS in a representative action for the violations set forth above which
15 include, but are not limited to, violations of Labor Code Section 226, subdivision (a).

16 26. Under Labor Code Section 2699, subdivision (a), PLAINTIFF seeks civil penalties based
17 on DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
18 provided which include, but are not limited to, the following:

19 a. Under Labor Code Section 226.3, DEFENDANTS are subject to a civil penalty in the
20 amount of two hundred and fifty dollars (\$250.00) per aggrieved employee for the initial pay period
21 where a violation occurs and one thousand dollars (\$1,000.00) per aggrieved employee for violations in
22 subsequent pay periods for violations of Labor Code Section 226, subdivision (a).

23 27. PLAINTIFF further seeks civil penalties based on DEFENDANTS’ violations of Labor
24 Code provisions for which a civil penalty is not specifically provided. Labor Code Section 2699,
25 subdivision (f) provides that for all Labor Code violations for which a civil penalty is not specifically
26 provided, the following civil penalties apply: one hundred dollars (\$100.00) for each aggrieved
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1 employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
2 employee per pay period for each subsequent violation.

3 28. PLAINTIFF seeks such civil penalties in accordance with Labor Code Section 2699,
4 subdivision (f) based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty
5 is not specifically provided.

6 29. PLAINTIFF further seeks reasonable attorneys' fees and costs as allowed by law
7 including under Labor Code Section 2699, subdivision (g)(1).

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other aggrieved employees,
10 prays for relief against DEFENDANTS as follows:

11 1. For civil penalties according to proof and all penalties authorized under the PAGA
12 including under Labor Code Section 226.3 and 2699, subdivisions (a) and (f);

13 2. For reasonable attorneys' fees and costs as allowed by law including pursuant to Labor
14 Code Section 2699, subdivision (g) and any other applicable provisions providing for attorneys' fees
15 and costs; and

16 3. For such further and additional relief as allowed by law or which the Court deems just
17 and proper.

18 DATED: February 18, 2022

19 Respectfully submitted,

20 **PROXY LAW FIRM LLP**

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23 _____
24 Hengameh S. Safaei
25 Rana Nader
26 Attorneys for Plaintiff MARVIN
27 GEOVANY FLORES NAVARRO on
28 behalf of himself and all other aggrieved
employees