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MARIA RANGEL TOVAR

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

MARIA RANGEL TOVAR an individual,

Plaintiff,

v.

SAMUEL HALE, LLC, a limited liability
company; SAMUEL HALE 2, LLC, a limited
liability company; GLEN PARK AT
GLENDALE - MARIPOSA ST., a corporation;
and DOES 1 through 20, inclusive,

Defendants.

Case No. **22STCV10914**

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 3. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 558, 1194);**
- 4. FAILURE TO PROVIDE MEAL PERIODS (FAILURE TO PAY WAGES FOR MISSED MEAL PERIODS) (I.W.C. WAGE ORDER NO. 5-2001, CAL. LABOR CODE §§512, 226.7);**
- 5. FAILURE TO PROVIDE REST PERIODS (FAILURE TO PAY WAGES FOR MISSED REST PERIODS) (I.W.C. WAGE ORDER NO. 5-2001, CAL. LABOR CODE §§226.7);**
- 6. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 7. WAITING TIME PENALTIES (UNPAID WAGES DUE) (CAL. LAB. CODE §§201, 202, 203, 218.5);**

1 8. UNFAIR COMPETITION (BUS. & PROF.
2 CODE §17200 ET SEQ.); AND

3 9. PRIVATE ATTORNEY GENERAL ACT
4 (CAL. LABOR CODE §2699, ET SEQ)

5 DEMAND OVER \$25,000

6 [DEMAND FOR JURY TRIAL]

7 COMES NOW PLAINTIFF, MARIA RANGEL TOVAR, and for causes of action against the
8 Defendants and each of them, alleges as follows:

9
10 **JURISDICTION**

11 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
12 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
13 transact business within Los Angeles County, and because the work that is the subject of this action was
14 performed by Plaintiff in Los Angeles County.

15
16 **THE PARTIES**

17 2. Plaintiff, MARIA RANGEL TOVAR, is and at all times relevant hereto was a resident of
18 the County of Los Angeles, State of California.

19 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
20 hereto, Defendant SAMUEL HALE, LLC was and is a limited liability company doing business in the
21 County of Los Angeles, State of California.

22 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
23 hereto, Defendant SAMUEL HALE 2, LLC was and is a limited liability company doing business in the
24 County of Los Angeles, State of California.

25 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
26 hereto, Defendant GLEN PARK AT GLENDALE - MARIPOSA ST. was and is a corporation doing
27 business in the County of Los Angeles, State of California.

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1 6. SAMUEL HALE, LLC, SAMUEL HALE 2, LLC, and GLEN PARK AT GLENDALE -
2 MARIPOSA ST. are hereinafter collectively referred to as “Employers,” or, “Defendants.”

3 7. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint
4 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
5 Commission Order No. 5-2001 and are each an “employer or other person acting on behalf of an
6 employer” as such term is used in Labor Code section 558 and/or 558.1, and liable to Plaintiff on that
7 basis.

8 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
9 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
10 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
11 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
12 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
13 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
14 alleged hereinafter.

15 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
16 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
17 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
18 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
19 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
20 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

21 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
22 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
23 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
24 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
25 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
26 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
27 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
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1 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
2 actually causing Plaintiff harm.

3 11. Whenever and wherever reference is made in this complaint to any act or failure to act by
4 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
5 and/or failures to act by each Defendant acting individually, jointly and severally.

6
7 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

8 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
9 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
10 defendants have ceased to exist.

11 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
12 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
13 but not limited to because:

14 a. Employers are completely dominated and controlled by one another and DOES 1-
15 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
16 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
17 accomplish some other wrongful or inequitable purpose.

18 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
19 through one another's unlawful conduct, and by using one another as the funding source for their own
20 personal expenditures.

21 c. Employers and DOES 1-20, while really one and the same, were segregated to
22 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
23 accomplishing some other wrongful or inequitable purpose.

24 d. Employers do not comply with all requisite corporate formalities to maintain a
25 legal and separate corporate existence.

26 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
27 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
28 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and

DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employer sand/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants and are liable on that basis.

FACTUAL ALLEGATIONS

17. On or about June 17, 2018, Plaintiff began working for Employers as a Caregiver. At all relevant times, Plaintiff was and a non-exempt, full-time employee, of Employers.

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1 18. From approximately June 17, 2018, through April 23, 2021, Plaintiff's hourly wage rate
2 was \$14.00, even though the minimum wage hourly rate was \$15.00. During this time period, Plaintiff's
3 fixed schedule was 5 days per week for approximately 9 hours per day.

4 19. Plaintiff worked approximately 5 overtime hours each week, yet was not paid for these
5 hours, not even the requisite minimum wage.

6 20. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
7 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day she worked.

8 21. Throughout Plaintiff's employment, Plaintiff was also not permitted to, and not advised
9 of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial
10 portion thereof.

11 22. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
12 paystubs that did not comply with Labor Code §226, because the paystubs failed to show the number of
13 hours worked by Plaintiff, failed to show pay for missed meal and rest periods, as well as failed to show
14 the true amount of wages earned and owed to Plaintiff.

15 23. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
16 commissions, benefits and loss or diminution of earning capacity, attorneys' fees, and costs of suit, plus
17 interest.

18
19 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

20 24. At all relevant times, PAGA was applicable to Plaintiff and her employment with
21 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
22 Development Agency ("LWDA").

23 25. Plaintiff and other employees of Defendants are "aggrieved employees" as defined by
24 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged
25 violations were committed against them.

26 26. On or about January 19, 2022, Plaintiff gave written notice of Defendants' violations of
27 various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
28 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

1 27. The LWDA did not provide notice of its intention to investigate Defendants' violations
2 within 65 calendar days of the January 19, 2022 notice.

3 28. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
4 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
5 Code §§ 201-203, 226 *et seq.*, 510, 512, 558, 1194.

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7 **FIRST CAUSE OF ACTION**
8 **FOR FAILURE TO PAY WAGES DUE**
9 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
10 **AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE**

11 29. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 30. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
14 required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants
15 routinely failed to pay Plaintiff for worked hours, overtime hours, meal break premium hours, and rest
16 break premium hours. Additionally, Plaintiff worked approximately 5 hours a week for which Plaintiff
17 never received payment, not even the requisite minimum wage. Thus, PLAINTIFF is owed \$15.00 for
18 each of those 5 hours multiplied by 149 weeks, totaling no less than \$11,175.00.

19 31. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
20 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

21 32. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
22 proximate result of Defendants' failure and refusal to pay said compensation. Thus, Plaintiff is entitled
23 to recover \$11,175.00, plus interest thereon, attorneys' fees and costs.

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS

33. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

34. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

35. The historical minimum wage requirements in California are as follows:

Effective 1/1/2021	26+ employees \$15.00	1-25 employees \$14.00
Effective 1/1/2021	New wage \$15.00	Old Wage \$14.00

36. At all relevant times, Employers failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12.

37. Despite this, Defendants failed to pay Plaintiff the requisite minimum wage in each of the following ways in the four years immediately preceding the filing of this complaint:

38. From approximately June 17, 2018, through April 23, 2021, Plaintiff worked approximately 40 hours per week, \$1.00 below the minimum wage at \$14.00 per hour. Therefore, Plaintiff is owed \$5,960.00 calculated at 40 hours per week for 149 weeks for the shorted \$1.00 per hour.

39. Thus, for the entirety of the time period set forth above, Plaintiff is owed unpaid minimum wages in the amount of \$5,960.00.

40. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

41. Pursuant to Labor Code §1194, Plaintiffs requests that the court award reasonable attorneys' fees and costs incurred by Plaintiffs in this action.

42. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an additional \$5,960.00, plus interest thereon.

THIRD CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
(CAL. LABOR CODE §§510, 558, 1194);

AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

43. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

44. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week.

45. Labor Code §558(a) also requires that any person acting on behalf of an employer who violates, or causes to be violated overtime rules, pay a civil penalty in the amount of \$50.00 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, pursuant to Labor Code §558(a), for each subsequent violation, the person acting on behalf of an employer is liable in the amount of \$100.00 for each underpaid employee, for each pay period, for which the employee was underpaid *in addition to* an amount sufficient to recover the underpaid wages.

46. At all relevant times, Defendants required Plaintiff to work more than 8 hours per day and/or more than 40 hours per workweek.

47. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation required by Labor Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No. 5-2001.

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1 48. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
2 Code §510, the applicable 8 Code of Regulations section, and Industrial Welfare Commission Order No.
3 5-2001.

4 49. Plaintiff worked approximately 5 hours of overtime each week, all of which should have
5 been paid at 1.5 times Plaintiff's regular hourly wage rate. Defendants failed to pay Plaintiff the requisite
6 overtime wages in the following way:

7 50. From approximately June 17, 2018, through April 23, 2021, Plaintiff worked
8 approximately 5 hours of overtime per week for which Plaintiff was not paid. Plaintiff's overtime rate for
9 this period was \$21.00 per hour. During this time period, Plaintiff worked an average of 5 hours of
10 overtime per week. Therefore, Plaintiff is owed overtime wages of \$21.00 for each of those 5 hours per
11 week of overtime for 149 weeks, totaling \$15,645.00.

12 51. In addition to the above withheld overtime and double-time wages, Plaintiff is entitled to
13 civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated Labor
14 Code §558 on approximately 26 pay periods, the first of which Defendants are penalized \$50.00, and the
15 remainder of which Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties
16 of \$2,550.00.

17 52. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
18 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
19 entitled to recover \$18,195.00, plus interest thereon, attorneys' fees, and costs.

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21 **FOURTH CAUSE OF ACTION**
22 **FOR FAILURE TO PROVIDE MEAL BREAKS**
23 **I.W.C. WAGE ORDER NO. 5-2001, LABOR CODE §§512, 226.7**
24 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

25 53. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
26 though set forth in full herein.

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1 54. Labor Code §§512, 226.7 require employers to provide every employee with an
2 uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding
3 five hours.

4 55. In the four years last past, Plaintiff regularly worked in excess of five hours per day and
5 was thereby entitled to take uninterrupted 30-minute meal periods.

6 56. Defendants failed and refused to provide Plaintiff with meal periods, and failed to
7 compensate Plaintiff for missed meal periods, as required by Labor Code §512 and the applicable sections
8 of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001, as follows:

9 57. From approximately June 17, 2018, through April 23, 2021, Plaintiff was not permitted to
10 take any of Plaintiff's statutory 30-minute meal periods, approximately 10 times per month for 34
11 months, or on approximately 340 separate days.

12 58. As alleged herein, Plaintiff is not exempt from the meal break requirements of 8 Code of
13 Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Plaintiff is
14 owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever
15 is greater, for each day that Plaintiff was denied such meal periods, calculated as follows:

16 59. From approximately June 17, 2018, through April 23, 2021, Defendants failed to provide
17 Plaintiff with an uninterrupted statutory meal period. Consequently, Plaintiff is owed one hour of pay at
18 \$15.00 for each day, or \$5,100.00, plus interest thereon, for unpaid interrupted statutory meal periods.

19 60. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal breaks
20 as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

21 61. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover
22 \$5,100.00, pursuant to Labor Code §512, plus interest thereon and costs of suit.

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FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE REST BREAKS
I.W.C. WAGE ORDER NO. 5-2001, LABOR CODE § 226.7
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

62. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

63. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period of work exceeding five hours.

64. In the four years last past, Plaintiff regularly worked in excess of 4 hours per day and was thereby entitled to take timely and uninterrupted 10-minute rest periods on each day Plaintiff worked. Nevertheless, Plaintiff was not permitted to, and not advised of Plaintiff's right to take the statutory rest periods to which Plaintiff was entitled.

65. Defendants failed and refused to provide Plaintiff with rest periods, and failed to compensate Plaintiff for missed rest periods, as required by Labor Code §226.7(b) and the applicable sections of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001, as follows:

66. From approximately June 17, 2018, through April 23, 2021, Plaintiff was not permitted and not advised of Plaintiff's right to take one or more of Plaintiff's statutory 10-minute rest periods for days on which Plaintiff worked for at least four hours, which was each day Plaintiff worked, or approximately 5 times per week for 149 weeks, or 745 separate days.

67. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

68. From approximately June 17, 2018, through April 23, 2021, Defendants failed to provide Plaintiff with the statutory rest period for those days on which Plaintiff worked at least four hours on approximately 745 separate days. Consequently, Plaintiff is owed one hour of pay at \$15.00 for each day, or \$11,175.00, plus interest thereon, for unpaid rest periods.

1 69. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for rest breaks as
2 a direct and proximate result of Defendants' failure and refusal to pay said compensation.

3 70. Thus, for the entirety of the time period set forth above, Plaintiff is entitled to recover an
4 amount of \$11,175.00, pursuant to Labor Code § 226.7(b), plus interest thereon and costs of suit.

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6 **SIXTH CAUSE OF ACTION**
7 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
8 **(CAL. LABOR CODE §§226, ET SEQ.)**
9 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

10 71. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
11 set forth in full herein.

12 72. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
13 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
14 total deductions and net wages earned. An employer who violates these code sections is liable to its
15 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
16 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
17 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
18 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
19 at all.

20 73. In addition, thereto, pursuant to Labor Code §226.3, an employer who willfully violates
21 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
22 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

23 74. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
24 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
25 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
26 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
27 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
28 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying

1 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not
2 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
3 of the required information, including hours actually worked.

4 75. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

5 76. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
6 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
7 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
8 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
9 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
10 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
11 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
12 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

13 77. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
14 approximately 26 times during the last year that Plaintiff has worked for Defendants. Consequently,
15 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
16 amount of \$4,000.00, whichever is greater.

17 78. In addition, thereto, for Defendants' 26 violations, Defendants are penalized \$250.00 for
18 the first violation, and the remainder of which Defendants are penalized \$1,000.00 each, for a total due
19 in Labor Code §226.3 penalties of \$25,250.00 (\$250.00 + \$1,000.00 x 25 subsequent pay periods).

20 79. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
21 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
22 applicable provisions, as well as attorneys' fees and costs.

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SEVENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES
(WAITING TIME PENALTIES)
CAL. LABOR CODE §§ 201,202, 203
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

80. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though set forth fully herein.

81. Pursuant to California Labor Code §§201, 202, and 203, Defendants are required to pay all earned and unpaid wages to discharged and quitting employees.

82. California Labor Code §201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

83. Pursuant to California Labor Code §202, Defendants are required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. California Labor Code §203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§201 and 202, any wages of an employee who discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays.

85. Defendants have willfully failed, and continue to willfully fail, to pay accrued wages and other compensation to Plaintiff in accordance with California Labor Code §§201 and 202.

86. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §§201-203.

87. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff is entitled to payment as previously pleaded herein, and more than \$3,600.00 in wait time penalties, calculated based on 30 days of regular weekly wages (\$15.00 hourly rate x 8 hours per day x 30 days).

127. Based on Defendants' conduct as alleged herein, Defendants are liable for penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

1 **EIGHTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

3 **(BUS. & PROF. CODE §17200 ET SEQ.)**

4 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

5 88. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
6 set forth in full herein.

7 89. Defendants' violations of the applicable 8 Code of Regulations section, Industrial Welfare
8 Commission Order No.5-2001, the above-stated Labor Code sections, 2699, and other applicable
9 provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, wages
10 earned, overtime wages, Defendants' failure to provide meal and rest breaks, and Defendants' failure to
11 provide timely and accurate wage and hour statements, constitute unfair business practices in violation
12 of Business & Professions Code §§17200, et seq.

13 90. As a result of Defendants' unfair business practices, Defendants have reaped unfair
14 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
15 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

16 91. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
17 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
18 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
19 Plaintiff.

20
21 **NINTH CAUSE OF ACTION**

22 **FOR PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ)**

23 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

24 92. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
25 set forth in full herein.

26 93. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may and does bring an
27 action against Defendants, on behalf of himself and other current or former employees, seeking statutory
28 civil penalties for Defendants' violations of the California Labor Code.

1 94. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
2 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as
3 previously pleaded in this Complaint.

4 95. On or about January 19, 2022, more than 65 calendar days before filing this Complaint,
5 Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by
6 certified mail to Defendants of the specific provisions of the California Labor Code that Defendants
7 violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included the
8 above-stated Labor Code sections, each of which is enumerated among the serious violations set forth in
9 Labor Code §2699.5.

10 96. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
11 and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently,
12 Plaintiff may and does now commence a civil action, pursuant to Labor Code §2699.3.

13 97. As a direct and proximate result of Defendants' California Labor Code violations as set
14 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100.00 for each aggrieved employee per
15 pay period for the initial violation, and \$200.00 for each aggrieved employee per pay period for each
16 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
17 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
18 provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

19 98. These penalties recoverable for Plaintiff alone total approximately \$3,900.00.

20 99. Plaintiff also may and does seek these same penalties on behalf of all other aggrieved
21 employees amounting to no less than \$468,000.00.

22 100. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
23 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

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PRAYER FOR RELIEF

1. For a monetary judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity to be ascertained at trial;

2. For restitution of all monies due to Plaintiff, as well as disgorged profits from Defendants' unfair and unlawful business practices;

3. For payment of unpaid wages in the amount no less than \$11,175.00 pursuant to 8 Code of Regulations §11050.

4. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 5-2001, in the amount of no less than \$5,960.00;

5. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194, Industrial Welfare Commission Order No. 5-2001, and the applicable 8 Code of Regulations section, in the amount of no less than \$18,195.00 (\$15,645.00 + \$2,550.00);

6. For payment of meal period compensation in the amount of no less than \$5,100.00 pursuant to Labor Code §226.7, 512,;

7. For payment of rest period compensation in the amount of no less than \$11,175.00 pursuant to Labor Code §§226.7, 512;

8. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

9. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no less than \$25,250.00;

10. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than \$3,600.00;

11. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than \$3,900.00 on Plaintiff's own behalf, and no less than \$468,000.00 on behalf of all of Defendants' aggrieved employees;

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1 12. For prejudgment interest on each of the foregoing at the legal rate from the date the
2 obligation became due through the date of judgment in this matter.

3 13. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
4 Code and/or any other basis;

5 14. For post-judgment interest; and

6 15. For any other relief that is just and proper.

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8 DATED: March 20, 2022

9
10 By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff,
MARIA RANGEL TOVAR

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14 **JURY TRIAL DEMANDED**

15 Plaintiff MARIA RANGEL TOVAR demands trial of all issues by jury.

16
17 DATED: March 30, 2022

18
19 By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
Javier Ramirez, Esq.
Attorneys for Plaintiff,
MARIA RANGEL TOVAR