

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Scheper

Ophir J. Bitton (SBN: 204310)
Lei Wei (SBN: 337624)
BITTON & ASSOCIATES
7220 Melrose Avenue, 2nd Floor
Los Angeles, CA 90046
Tel. No.: (310) 356-1006
Fax No.: (818) 524-1224

Attorneys for Plaintiff,
Marisela Sanchez

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

MARISELA SANCHEZ, an individual,

Plaintiff,

v.

M DE ANDA ENTERPRISES, INC., a
California Corporation; VICTOR DE
ANDA, an individual; MARTHA DE
ANDA, an individual; and DOES 1
THROUGH 20, inclusive,

Defendants.

Case No.:

22STCV23649

Unlimited Jurisdiction

COMPLAINT

- 1. NONPAYMENT OF MINIMUM WAGES;**
- 2. NONPAYMENT OF REGULAR WAGES;**
- 3. NONPAYMENT OF OVERTIME COMPENSATION;**
- 4. FAILURE TO PROVIDE MEAL BREAKS;**
- 5. FAILURE TO PROVIDE REST PERIODS;**
- 6. WAITING TIME PENALTIES;**
- 7. FAILURE TO PROVIDE EMPLOYMENT RECORDS; AND**
- 8. UNFAIR BUSINESS PRACTICES.**

DEMAND FOR JURY TRIAL

Plaintiff MARISELA SANCHEZ (“PLAINTIFF”) hereby files this Complaint against Defendant M DE ANDA ENTERPRISES, INC. (“MDA”), a California Corporation, EMPLOYBRIDGE, LLC, a California Limited Liability Company, VICTOR DE ANDA, an individual, MARTHA DE ANDA, an individual, and DOES 1 THROUGH 20, inclusive (Collectively, “DEFENDANTS”). PLAINTIFF is informed and believes, and on the basis of that

Complaint

Marisela Sanchez v. M De Anda Enterprises, Inc., et al.

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1 information and belief, alleges as follows:

2 **PARTIES**

3 1. PLAINTIFF is, and at all times material hereto was, an individual residing in the
4 County of Los Angeles in the State of California.

5 2. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
6 MDA is, and at all times material hereto was, a California corporation organized and existing under
7 the laws of the State of California and authorized to conduct business in the County of Los Angeles.

8 3. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
9 VICTOR DE ANDA is an individual conducting business in California and working in the County
10 of Los Angeles.

11 4. PLAINTIFF is informed and believes, and on this basis alleges that Defendant
12 MARTHA DE ANDA is an individual conducting business in California and working in the
13 County of Los Angeles.

14 5. The true names and capacities of DOES 1 through 20, inclusive, whether individual,
15 corporate, associate, or otherwise, are unknown to PLAINTIFF at this time, who therefore sues
16 said defendants by such fictitious names; when the true names and capacities of such defendants
17 are ascertained, PLAINTIFF will seek leave of court to amend this Complaint to insert same.
18 PLAINTIFF is informed and believes and thereon alleges that each defendant named as a DOE is
19 responsible for each and every act and obligation hereinafter set forth.

20 6. PLAINTIFF is informed and believes and thereon alleges that each defendant
21 named in this Complaint now is, and was at all times herein mentioned, the agent, servant,
22 employee, representative, alter ego, members of and/or engaged in a joint venture, partnership and
23 common enterprise of the other defendants herein, and was at all such times acting within the
24 course and scope of said agency and employment and with the consent and permission of each of
25 the other co-defendants, and each of the defendants herein ratified each of the acts of each of the
26 other co-defendants, and each of them.

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1 **JURISDICTION AND VENUE**

2 7. Jurisdiction is proper because, upon information and belief, plaintiff worked for
3 defendants in the state of California, and all actions relevant to this Complaint occurred in the State
4 of California.

5 8. Venue is proper in Los Angeles County because, upon information and belief, at
6 least some of the transactions that are the subject matter of this Complaint occurred therein and/or
7 each defendant is found, maintains office, transacts business, and/or has an agent therein.

8 **FACTS COMMON TO ALL CAUSES OF ACTION**

9 9. In or about February 2020, PLAINTIFF was hired as a kitchen staff and cashier by
10 MDA.

11 10. She was paid \$14/hour initially and later raised to \$15/hour starting January 2021.
12 However, on her paystubs her rate remained \$14/hour after the raise, and MDA paid the extra
13 hours by adding them separately to her paycheck.

14 11. Although she was given time for lunch, PLAINTIFF and other employees similarly
15 situated were not allowed to leave the premise during lunch. For PLAINTIFF, she had to be on
16 stand-by for her cashier's duties. Especially when there were only two employees, PLAINTIFF's
17 lunch would be typically interrupted since she had to keep working and charge the customers for
18 their orders.

19 12. Further, MDA did not typically give their employees any rest breaks. PLAINTIFF
20 has even worked 12 hours continually with only one break. PLAINTIFF had several complaints
21 to her manager regarding these issues but was told that MDA customarily did not provide 10
22 minutes breaks to employees.

23 13. Over the weekend before termination, PLAINTIFF got seriously sick and was
24 hospitalized for a full day. Her son immediately informed MDA about her illness. The onsite
25 manager Juan Echeveria ("Echeveria") acknowledged her absence and told her to call in when she
26 felt better.

27 14. However, when she called in to work on Friday, March 12, 2021, Echeveria
28 terminated PLAINTIFF, claiming the decision was made due to an incident at work where she

1 mishandled the tip jar from the police.

2 15. Critically, the alleged mishandling related to MDA's theft of employees' tips and
3 PLAINTIFF being not cooperative. MDA had a policy not to charge law enforcement officers for
4 their orders. When the officers tipped their employees for their service, MDA took away the tips
5 from the employees. Specifically, MDA required PLAINTIFF to remove the tips from the tip jar
6 and place in the register.

7 16. PLAINTIFF did not receive her last paycheck on the day of termination, but instead
8 was paid on the usual payday, which was almost 10 days later.

9 **FIRST CAUSE OF ACTION**

10 **NONPAYMENT OF MINIMUM WAGES**

11 **(PLAINTIFF against all DEFENDANTS)**

12 17. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
13 Complaint by reference as though fully set forth herein.

14 18. *Labor Code* § 1194.2(a), in pertinent part, states, "[i]n any action... to recover
15 wages because of the payment of a wage less than the minimum wage fixed by an order of the
16 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount
17 equal to the wages unlawfully unpaid and interest thereon."

18 19. PLAINTIFF performed work for DEFENDANTS.

19 20. PLAINTIFF was paid less than the minimum wage by DEFENDANTS for hours
20 worked. Thus, PLAINTIFF was deprived of PLAINTIFF's regular rate of pay and even minimum
21 wage.

22 21. PLAINTIFF was at all times relevant a non-exempt hourly employee of
23 DEFENDANTS.

24 22. As a result of the unlawful acts of DEFENDANTS, PLAINTIFF has been deprived
25 of regular time wages and liquidated damages in amounts to be proven at trial, and PLAINTIFF is
26 entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties, attorney's fees
27 and costs.

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39. Section 11(D) of the *IWC Wage Order(s)* provides that “If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

40. Furthermore, an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

41. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a non-exempt position.

42. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to meal breaks.

43. PLAINTIFF was at times not given meal breaks and at other times meal breaks which were not compliant with labor laws. Further, at times PLAINTIFF worked more than 10 hours in a shift; however, PLAINTIFF was not given or advised that PLAINTIFF may take a second meal break.

44. PLAINTIFF had been harmed and DEFENDANTS are liable to PLAINTIFF for one (1) hour of additional premium pay at the regular rate of compensation for each day in which the proper meal was not provided. The exact amount of missed meal break wages owed to PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(PLAINTIFF against all DEFENDANTS)

45. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

1 46. State law requires employers to authorize paid rest periods of a specified minimum
2 duration of 10 minutes for every four hours an employee works. (See, e.g., *8 California Code*
3 *Regulations* §§11010-11150 ¶2 and §11160 ¶1; Wage order No. 5)

4 47. At all times relevant herein, PLAINTIFF was employed by DEFENDANTS in a
5 non-exempt position.

6 48. PLAINTIFF's employment with DEFENDANTS entitled PLAINTIFF to rest
7 breaks. PLAINTIFF's shifts that were over four (4) hours therefore were entitled to a rest period
8 of not less than ten (10) minutes prior to exceeding four (4) hours of employment for each four (4)
9 hours of work.

10 49. Throughout PLAINTIFF's employment, DEFENDANTS typically did not provide
11 PLAINTIFF with rest breaks and/or compliant breaks for every four hours of work.

12 50. An employer who fails to provide rest periods as required by an applicable Wage
13 Order must pay the employee one (1) additional hour of pay at the employee's regular rate of pay
14 for each workday that a rest period was not provided. The exact amount of missed rest break wages
15 owed to PLAINTIFF shall be proved at trial, and PLAINTIFF is entitled to recovery of such
16 amounts from DEFENDANTS, plus interest, penalties and attorney's fees and costs.

17 **SIXTH CAUSE OF ACTION**

18 **WAITING TIME PENALTIES**

19 **(PLAINTIFF against all DEFENDANTS)**

20 51. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
21 Complaint by reference as though fully set forth herein.

22 52. *Labor Code* §203 provides that "if an employer willfully fails to pay, without
23 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages
24 of an employee who is discharged or who quits, the wages of the employee shall continue as a
25 penalty from the due date thereof at the same rate until paid or until an action therefor is
26 commenced; but the wages shall not continue for more than 30 days."

27 53. PLAINTIFF's employment with DEFENDANTS ended.

1 54. DEFENDANTS failed to pay PLAINTIFF all wages when due since PLAINTIFF's
2 termination until the date of filing this Complaint.

3 55. DEFENDANTS willfully failed to pay PLAINTIFF final wages in full.

4 56. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered
5 damage. PLAINTIFF is entitled to recover from DEFENDANTS the statutory penalty wages for
6 each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum
7 pursuant to *Labor Code* sections 203, plus interest and attorney's fees in the amount to be proven
8 at trial.

9 **SEVENTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE EMPLOYMENT DOCUMENTS**

11 **(PLAINTIFF against all DEFENDANTS)**

12 57. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this
13 Complaint by reference as though fully set forth herein.

14 58. *Labor Code* §226(b) states that "(b) An employer that is required by this code or
15 any regulation adopted pursuant to this code to keep the information required by subdivision (a)
16 shall afford current and former employees the right to inspect or receive a copy of records
17 pertaining to their employment, upon reasonable request to the employer. The employer may take
18 reasonable steps to ensure the identity of a current or former employee. If the employer provides
19 copies of the records, the actual cost of reproduction may be charged to the current or former
20 employee."

21 59. *Labor Code* §432 provides that "If an employee or applicant signs any instrument
22 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
23 request."

24 60. *Labor Code* §1198.5 provides that "The employer shall make the contents of those
25 personnel records available for inspection to the current or former employee, or his or her
26 representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days
27 from the date the employer receives a written request, unless the current or former employee, or
28 his or her representative, and the employer agree in writing to a date beyond 30 calendar days to

inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request."

61. On January 28, 2022, PLAINTIFF requested DEFENDANTS to produce PLAINTIFF's personnel file, all W2 information, all wage related documents, and all signed documents.

62. DEFENDANTS failed to provide PLAINTIFF with complete employment records.

63. As a result of DEFENDANTS' aforementioned unlawful act, PLAINTIFF suffered damage.

64. PLAINTIFF is therefore entitled to recover from DEFENDANTS damages and penalties promulgated under *Labor Code*.

65. PLAINTIFF is also entitled to injunctive relief to ensure compliance with the aforementioned *Labor Code* provision.

EIGHTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

IN VIOLATION OF CAL. BUS. & PROF. CODE § § 17200 ET. SEQ.

(PLAINTIFF against all DEFENDANTS)

66. PLAINTIFF hereby realleges and incorporates all of the previous paragraphs of this Complaint by reference as though fully set forth herein.

67. DEFENDANTS, themselves or through their supervisors, in an effort to exploit, harass, and discriminate against their employees for profit or otherwise, have engaged in the following unlawful, unfair, deceptive, and misleading business practices, amongst others outlined in this complaint:

- a. Failing to pay minimum, regular, overtime wages earned and owed to employees;
- b. Failing to provide proper meal breaks and rest periods, or to pay premium wages for missed meal and rest periods to PLAINTIFF; and,
- c. The foregoing wrongful activities have caused harm, fear, pressure, and humiliation to the employee(s) at DEFENDANTS.

68. PLAINTIFF is entitled to enforce all applicable penalty provisions of the California Business and Professions Code §17202.

69. Pursuant to the provisions of §17203 of the California Business and Professions Code, PLAINTIFF is entitled to restoration of lost wages, meal breaks and rest periods premium wages, interests, and profits DEFENDANTS have collected by the use of the unfair, deceptive, and misleading business practices described in this Complaint.

70. Pursuant to provisions of §17203 et seq. of the California Business and Professions Code, DEFENDANTS must be ordered to disgorge all the unlawful profits in the relevant statutory to PLAINTIFF, which DEFENDANTS have received from improperly billing clients and cheating of employees in terms of their hours reported as having been worked but not paid.

71. Pursuant to the provisions of §17203 of the California Business and Professions Code, this Court should issue an injunction prohibiting DEFENDANTS from engaging in the foregoing unfair, deceptive, and misleading business practices.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, and DOES 1 through 20 inclusive, as follows:

1. General and compensatory damages in an amount to be subject to proof at trial to the extent permitted by law;
2. Liquidated damages (if applicable);
3. Special damages;
4. Emotional distress damages;
5. Civil and statutory penalties;

1 6. Restoration of all money PLAINTIFF lost that DEFENDANTS have collected by
2 the use of the unfair, deceptive, and misleading business practices described as in unfair business
3 practices cause of action;

4 7. Injunctive relief prohibiting DEFENDANTS from engaging in the unfair,
5 deceptive, and misleading business practices described as in unfair business practices cause of
6 action;

7 8. Declaration that DEFENDANTS' business practices are unfair within the meaning
8 described as in unfair business practices cause of action;

9 9. Pre-judgment interest;

10 10. Costs of lawsuit herein incurred;

11 11. Attorneys' fees; and

12 12. For an award of such other and further equitable and legal relief as this Court may
13 deem appropriate.

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17 Dated: July 21, 2022

BITTON & ASSOCIATES

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Ophir J. Bitton, Esq.
Lei Wei, Esq.
Attorneys for Plaintiff,
21 Marisela Sanchez
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Dated: July 21, 2022

A handwritten signature in black ink, appearing to be "Mrs".

Ophir J. Bitton, Esq.

Lei Wei, Esq.

Attorneys for Plaintiff,

Marisela Sanchez