

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maurice Leiter

J. KIRK DONNELLY (SBN 179401)
LAW OFFICES OF J. KIRK DONNELLY, APC
2173 Salk Avenue, Suite 250
Carlsbad, CA 92008
Tel. (760) 209-5894
kdonnelly@jkd-law.com

Counsel for Plaintiff ALICIA GALINDO

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ALICIA GALINDO, individually on behalf
of all others similarly situated and aggrieved,

Plaintiff,

vs. BERRO MANAGEMENT COMPANY,
INC., a California corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO. **22STCV25853**

COMPLAINT FOR INDIVIDUAL RELIEF
AND UNDER THE PRIVATE ATTORNEYS
GENERAL ACT

JURY TRIAL DEMANDED

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1 following month. Thus, every employer shall pay to each employee, on the established payday for
2 the period involved, not less than the applicable minimum wage for all hours worked in the
3 payroll period. Defendant paid Plaintiff and other aggrieved employees only once per calendar
4 month, on the 26th of each month, and accordingly made no payment for hours worked and wages
5 earned between the 16th and end of each month and therefore violated California minimum wage
6 laws.

7 9. Pursuant to Labor Code Sections 1194 and 1194.2, Plaintiff is entitled to recover
8 all unpaid minimum wages and liquidated damages, plus attorneys' fees and costs, in an amount
9 to be proved at trial.

10 SECOND CAUSE OF ACTION

11 (Failure to Provide Wage Statements – Labor Code § 226)

12 10. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 9.

14 11. California law provides that at least semi-monthly the employer must provide each
15 employee with an itemized statement showing, inter alia, all applicable hourly rates in effect
16 during the pay period and all hours worked at each rate. Defendant knowingly and intentionally
17 failed to provide Plaintiff and other aggrieved employees with all required wage statements, as it
18 only provided them with one wage statement per month, on the 26th of each month, and further
19 the wage statements it did provide do not accurately reflect, inter alia, all applicable hourly rates
20 in effect during each pay period and therefore violate Labor Code section 226 on their face.
21 Accordingly, Defendant has violated Labor Code section 226 as to Plaintiff and all similarly
22 aggrieved employees.

23 12. Under Labor Code Section 226, Plaintiff is entitled to statutory penalties in the
24 amount of \$50.00 for the initial pay period in which a violation occurred, and \$100.00 for each
25 subsequent pay period in which a violation occurred, up to an aggregate penalty of \$4,000.00,
26 plus attorney's fees and costs, all in an amount to be proved at trial.

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1 THIRD CAUSE OF ACTION

2 (Violation of Unfair Competition Law – Bus. & Prof. Code §§ 17200, et seq.)

3 13. Plaintiff incorporates by reference the allegations contained in paragraphs 1
4 through 12.

5 14. Defendant's failure, inter alia, to pay all minimum wages in violation of the Labor
6 Code and Wage Orders constitutes an unlawful, unfair or fraudulent business act or practice, in
7 violation of Business & Professions Code Sections 17200, et seq.

8 15. Pursuant to Business & Professions Code Section 17203, Plaintiff is entitled to
9 restitution of all unpaid wages, plus attorney's fees and costs, in an amount to be proved at trial.

10 FOURTH CAUSE OF ACTION

11 (Violation of Private Attorneys General Act – Labor Code §§ 2698, et seq.)

12 16. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 15.

14 17. As alleged herein, during the period beginning one year and sixty five days prior
15 to the filing of the initial complaint in this action, plus additional time pursuant to a tolling
16 agreement between the parties, Defendant violated Labor Code Sections, 204, 210, 216, 221-224,
17 226, 226.3, 450, 510, 1174, 1194, 1194.2, 1197, 1198, 1199, 2441, 2801, 2810.5, and all
18 applicable Wage Orders. Additionally, as to all individuals previously employed, Defendant
19 violated Labor Code Sections 201-203. These violations subject Defendant to civil penalties
20 as set forth in the foregoing statutes as well as Labor Code Section 2699.

21 18. Plaintiff complied with the procedures for bringing suit specified in Labor Code
22 Sections 2699.3 and 2699.5. By letters dated and postmarked February 7 and May 25,
23 2022, Plaintiff gave written notice to the California Labor & Workforce Development Agency
24 ("LWDA") via electronic submission, and via certified mail to Defendant, of the specific
25 provisions of the Labor Code and Wage Orders allegedly violated, including the facts and
26 theories to support the alleged violations.

27 19. Under Labor Code Section 2699.3, the LWDA must give written notice by
28 certified mail to the parties it intends to investigate the alleged violations within 65 days of the

1 date of the complainant's written notice. As of the filing of the complaint, the LWDA had not
2 provided the parties any notice of its intention to investigate Plaintiff s claims on behalf of
3 herself and other aggrieved employees. As of the filing of the complaint, Defendant had not
4 responded to Plaintiff s PAGA notices in an attempt to cure.

5 20. The violations alleged herein subject Defendant to civil penalties as set forth in
6 the foregoing statutes, which Plaintiff seeks on her behalf and on behalf of other aggrieved
7 employees. Plaintiff seeks civil penalties in the amounts set forth in each statute allegedly
8 violated or, for all statutes that lack a specified penalty, Plaintiff seeks default penalties as
9 provided by Labor Code Section 2699.

10 21. Under Labor Code Section 2699(g), Plaintiff is entitled to an award of
11 reasonable attorney's fees and costs in connection with her claims for civil penalties.

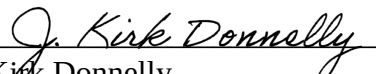
12 PRAYER

13 WHEREFORE, Plaintiff prays for judgment against each Defendant, jointly and severally,
14 as follows:

- 15 1. For compensatory damages, liquidated damages, and statutory penalties according
16 to proof;
- 17 2. For an order requiring Defendant to make restitution of all amounts wrongfully
18 withheld from Plaintiff;
- 19 3. For civil penalties according to proof;
- 20 4. For pre-judgment interest as permitted by law;
- 21 5. For reasonable attorney's fees and costs of suit; and
- 22 6. For such other and further relief as the Court deems just and proper.

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25 Dated: August 10, 2022

LAW OFFICES OF J. KIRK DONNELLY, APC

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28 J. Kirk Donnelly
Attorneys for Plaintiff Alicia Galindo

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: August 10, 2022

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Attorneys for Plaintiff Alicia Galindo