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SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN MATEO
UNLIMITED CIVIL CASE

JAIME CALDERON LIMON, *an individual*, and EDWIN HERRERA, *an individual*, on behalf of the State of California and other aggrieved persons,

Plaintiffs,

vs.

HERLINE GOUTAMA, *an individual*, FC
HEAVENLY ENTERPRISES, INC. dba
Let's Stage It, *a California corporation*,
and Does 1 through 25, inclusive,

Defendants

22-CIV-01527
Case No.

**COMPLAINT FOR DAMAGES AND PAGA
REPRESENTATIVE ACTION FOR:**

1. Failure to Pay Overtime Premium Wages Due in Violation of Labor Code §§ 510 and 1194
2. Failure to Provide Itemized Wage Statements – Labor Code §§ 226
3. Failure to Provide All Wages Due Upon Termination of Employment – Waiting Time Penalties
4. Failure to Provide Adequate Rest Breaks
5. Failure to Provide Adequate Meal Periods
6. Failure to Reimburse Expenses
7. Violation of Cal. Business and Professions Code §§ 17200 *et seq.*
8. Civil Penalties under Private Attorney General Act

COMPLAINT

1 JAIME CALDERON LIMON and EDWIN HERRERA (collectively, "Plaintiffs") hereby
2 allege as follows:

3 **PARTIES**

4 1. Plaintiff JAIME CALDERON LIMON is an individual who, at all times
5 relevant, resided in California, and was employed by and worked for Defendants primarily in
6 San Mateo County, California.

7 2. Plaintiff EDWIN HERRERA is an individual who, at all times relevant, resided
8 in California, and was employed by and worked for Defendants primarily in San Mateo County,
9 California.

10 3. Defendant FC HEAVENLY ENTERPRISES, INC. dba Let's Stage It (hereafter
11 "FC HEAVENLY ENTERPRISES INC."), is a corporation incorporated in California with its
12 principal place of business in San Mateo County, California, is a business duly authorized to
13 conduct business in the State of California, and committed and directed the actions and
14 inactions as herein alleged primarily in San Mateo County, California.

15 4. Plaintiffs are informed and believe and thereon allege that Defendant HERLINE
16 GOUTAMA (hereinafter, "GOUTAMA"), is an individual who, at all times relevant, resided in
17 California, serves as the owner, of Defendant FC HEAVENLY ENTERPRISES INC., acted
18 directly and indirectly in the interest of Defendants in relation to Plaintiffs, and committed and
19 directed the actions and inactions as herein alleged primarily in San Mateo County, California.

20 5. Plaintiffs are presently unaware of the true names and capacities of Defendants
21 sued herein as DOES 1-25, inclusive, and therefore sue said Defendants by such fictitious
22 names. Plaintiffs will amend this Complaint to allege their true names and capacities when
23 ascertained. Each of the fictitiously names Defendants is responsible in some manner for the
24 occurrences herein alleged, Plaintiffs' damages proximately caused by such Defendants, and
25 Defendants' actions herein alleged were primarily committed in San Mateo County, California.
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1 6. Each Defendant is and was, at all times relevant, the agent, servant, employee,
2 co-conspirator, sponsor or joint venture of each remaining Defendant, and at all times relevant
3 was acting within the course and scope of said agency, service, employment, co-conspiracy,
4 sponsorship, and joint venture, and are legally responsible, vicariously or otherwise, for
5 Plaintiffs' losses as herein set forth.

6 7. Each Defendant knowingly adopted and ratified the conduct set forth herein
7 below of each other Defendant as its own.

8 **SUBJECTMATTER JURISDICTION AND VENUE**

9 8. This is a proper venue and this Court has jurisdiction over this action as the
10 actions complained of herein took place within its jurisdictional limits.

11 9. Plaintiffs' damages hereinbelow set forth are in excess of this Court's minimum
12 jurisdictional limits.

13 **GENERAL ALLEGATIONS**

14 10. Defendants, and each of them, at all times relevant, were Plaintiffs' employers.

15 11. At no point in their lives have Plaintiffs ever operated a trade, occupation or
16 business of the same nature as the work they performed for Defendants.

17 12. GOUTAMA is an owner, director, officer, and managing agent that cause the
18 violations of Labor Code §§ 203, 226, and 1194 as hereinbelow set forth.

19 13. Plaintiffs worked as laborers for Defendants all times relevant herein. Plaintiffs
20 worked for Defendants to "stage" residential real estate for sales and marketing by loading
21 furniture and decorations from a warehouse into a truck, driving the truck to the property for
22 sale and bringing the furniture and decorations from the truck into the property for marketing
23 endeavors such as photo shoots. Once finished with "staging" the property for sale, Plaintiffs
24 reloaded the furniture and decorations back onto the truck, cleaned the property and either
25 returned furniture back to the warehouse or brought it to another of Defendants' clients to
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perform another "staging."

14. Plaintiff JAIME CALDERON LIMON worked for Defendants between April 2018 through September 2021.

15. Plaintiff EDWIN HERRERA worked for Defendants during approximately two months in 2021.

16. Plaintiffs regularly worked in excess of 8 hours in a single workday, and represented such overtime on their time sheets that they submitted to Defendants weekly for payment. Despite being owed premium overtime wages for such hours, Defendants only paid time at Plaintiff's straight-time hourly rate of \$20 per hour.

17. Due to the nature of Plaintiffs' jobs staging the various residential real estate properties of Defendants' clients, Plaintiffs were prevented from taking meal periods or rest periods they were entitled to take. Defendants were aware of this, and also aware of the fact that the Plaintiffs were regularly unable to take 30-minute uninterrupted meal periods and paid, uninterrupted 10-minute rest breaks, yet failed to remedy this and also failed to pay Plaintiffs premium wages for such Labor Code violations.

18. Despite not receiving duty-free, uninterrupted meal and rest breaks, Defendants regularly prepared time sheets of Plaintiffs' time working for Defendants in which Defendants claimed that Plaintiffs did receive one meal break of thirty minutes on most days, but this information was false.

19. Beginning in or around 2019, Defendants similarly forced Plaintiff JAIME CALDERON LIMON to sign paperwork stating that he was an independent contractor for Defendants. At no point since the beginning of 2019 did Defendants ever furnish wage statements to Plaintiffs.

20. Defendants required Plaintiffs to use their cell phones for work purposes during all times relevant herein, but failed to reimburse Plaintiffs for using their personal cell phones

1 for work purposes.

2 21. To date, Plaintiffs still have not received payment for the unpaid overtime
3 premiums, meal periods premiums, rest break premium wages, or reimbursement for using their
4 personal cell phones for work purposes that they are owed arising from the violations
5 Defendants committed.

6 **PLAINTIFFS' FIRST CAUSE OF ACTION**

7 (Violation of Labor Code §§ 510, 1194, 1198 and Applicable Wage Order)

8 As Against All Defendants

9 22. Plaintiffs incorporate herein by reference each of the preceding paragraphs as
10 though set forth in full.

11 23. Labor Code §§ 510, 1194, 1198 and applicable IWC Wage Orders provide that
12 any work in excess of eight (8) hours in a workday, any work in excess if forty (40) hours in a
13 work week, and the first eight (8) hours worked on the seventh consecutive day of work in any
14 workweek, shall be compensated at a rate of no less than one and one-half times the employee's
15 regular rate of pay. Hours in excess of twelve (12) hours in a workday, and any hours in excess
16 of the first eight (8) hours worked on the seventh consecutive day of work in any workweek,
17 shall be compensated at a rate of no less that two times the regular rate of pay for an employee.

18 24. Defendants failed to pay Plaintiffs these premium overtime wages, despite the
19 fact that Plaintiffs regularly worked more than eight (8) hours in one workday and more than
20 forty (40) hours in one workweek.

21 25. Defendants failed to pay Plaintiffs double overtime wages despite the fact that
22 Plaintiffs often worked over twelve (12) hours in one workday and over eight (8) hours on the
23 seventh consecutive workday.

24 26. As a direct and proximate result of Defendants' misconduct, Plaintiffs have
25 suffered damages of unpaid overtime wages in amounts according to proof and in excess of this
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Court's minimum jurisdictional limits.

27. Pursuant to Labor Code section 558.1, any employer or other person (i.e. owner, officer, director or managing agent) acting on behalf of an employer who violated or causes a violation of Labor Code section 1194 may be held liable as the employer. Defendant HERLINE GOUTAMA is liable for violating and causing the violations described herein.

28. Plaintiffs are entitled to all premium overtime wages pursuant to Labor Code § 1194 in amounts according to proof and in excess of this Court's minimum jurisdictional limits.

29. Plaintiffs were required to retain attorneys to bring this action and are entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code §§ 1194 and 218.5.

PLAINTIFFS' SECOND CAUSE OF ACTION

(Failure to Furnish Accurate Wage Statements pursuant to Labor Code § 226)

As Against All Defendants

30. Plaintiffs incorporate herein by reference each of the preceding paragraphs as though set forth in full.

31. Labor Code § 226(a) requires, in pertinent part, that "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of § 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the

employee and. . . the last four digits of his or her social security number. . . , (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. . .”.

32. Plaintiffs have never received any wage statements from Defendants.

33. Plaintiffs suffered damages from not receiving wage statements because, among other things, Defendants’ failure to furnish wage statements hinders Plaintiffs from determining the precise amount wages owed to them.

34. Plaintiffs allege that on numerous occasions, an exact amount by which will be proven at trial, Defendants violated various provisions of § 226, including but not limited to subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(6), (a)(7), (a)(8), and (a)(9).

35. For Defendants’ misconduct as alleged in this Complaint, Plaintiffs seek actual damages, penalties, costs and attorneys’ fees pursuant to Labor Code § 226(e) in an amount to be proven at trial.

36. Pursuant to Labor Code § 558.1, any employer or other person (i.e. owner, officer, director or managing agent) acting on behalf of an employer who violated or causes a violation of Labor Code § 226 may be held liable as the employer. Defendant HERLINE GOUTAMA is liable for violating and causing the violations described herein.

37. For Defendants' misconduct as alleged herein, Plaintiffs seek attorneys’ fees and costs pursuant to § 226(g) in an amount to be proven at trial

PLAINTIFFS' THIRD CAUSE OF ACTION

(Waiting Time Penalties in Violation of California Labor Code §§ 201, 202 & 203)

As Against All Defendants

38. Plaintiffs incorporate herein by reference each of the preceding paragraphs as though set forth in full.

39. Plaintiffs' employment with Defendants ended on or around September 2021.

40. Cal. Labor Code §§ 201 and 202 require Defendants to pay employees who are discharged all wages due within specified times. Labor Code § 204 requires employers to pay full wages when due. Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

41. Plaintiffs are entitled to unpaid overtime wages and unpaid premiums for missed meal and rest breaks, but to date have not received all such compensation. Defendants have committed and continue to commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of harming Plaintiffs.

42. Pursuant to Labor Code § 558.1, any employer or other person (i.e. owner, officer, director or managing agent) acting on behalf of an employer who violated or causes a violation of Labor Code § 203 may be held liable as the employer. Defendant HERLINE GOUTAMA is liable for violating and causing the violations described herein.

43. As a consequence of Defendants' willful misconduct in not paying Plaintiffs' compensation for all hours worked, Plaintiffs are entitled up to thirty days' wages under Labor Code § 203, together with interest thereon, and attorneys' fees and costs.

PLAINTIFFS' FOURTH CAUSE OF ACTION

(Failure to Provide Rest Breaks in Violation of Labor Code § 226.7 and Applicable Wage Order)

As Against All Defendants

44. Plaintiffs incorporate herein by reference each of the preceding paragraphs as though set forth in full.

45. At all relevant times herein, Defendants failed to comply with California law requiring paid rest periods. Labor Code § 226.7 and the applicable Wage Order required Defendants to provide Plaintiffs with a ten-minute duty-free rest period for all shifts of 3.5

1 hours or more, two ten-minute duty-free rest period for all shifts up to ten hours and three ten-
2 minute duty-free rest periods for all shifts up to fourteen hours in a work day.

3 46. Defendants failed to provide Plaintiffs with any duty-free rest breaks on any of
4 Plaintiffs' workdays.

5 47. By failing to comply with Labor Code § 226.7 and the applicable Wage Order,
6 Defendants are liable for one hour of pay per Plaintiff per work day.

7 **PLAINTIFFS' FIFTH CAUSE OF ACTION**

8 (Failure to Provide Rest Breaks in Violation of Labor Code § 226.7 and Applicable Wage Order)

9 As Against All Defendants

10 48. Plaintiffs incorporate herein by reference each of the preceding paragraphs as
11 though set forth in full.

12 49. At all times relevant herein, Defendants were required to provide an
13 uninterrupted, duty-free, thirty (30) minute meal break for any shift that ran longer than five (5)
14 hours, and two uninterrupted, duty-free thirty (30) minute meal breaks for shifts exceeding ten
15 (10) hours.

16 50. At no point did Plaintiffs consent to waive any of their meal breaks. Any express
17 or implied waivers obtained from Plaintiffs were not willfully obtained, were not voluntarily
18 agreed to, were a condition of employment, or were part of an unlawful contract of adhesion.

19 51. Defendants did not provide, permit, or authorize Plaintiffs to take their meal
20 breaks, or pay added wages in lieu of the breaks as required by law.

21 52. Plaintiffs worked more hours in one shift than the minimum hours required by
22 law to be entitled to their rest breaks.

23 53. Labor Code § 226.7 imposes a liability of one hour of pay at Plaintiffs' regular
24 rate for each missed meal break.

25 54. As a result of Defendants' unlawful acts, Plaintiffs have been deprived of wages
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1 in amounts to be determined at trial and is entitled to their recovery, as well as interest and
2 penalties thereon and attorneys' fees and costs. Labor Code §§ 206, 226, 226.7, 1194.

3 **PLAINTIFFS' SIXTH CAUSE OF ACTION**

4 (Failure to Provide Rest Breaks in Violation of Labor Code § 226.7 and Applicable Wage Order)

5 As Against All Defendants

6 55. Plaintiffs incorporate herein by reference each of the preceding paragraphs as
7 though set forth in full.

8 56. Labor Code § 2802(a) provides, in pertinent part, that "An employer shall
9 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
10 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
11 directions of the employer, even though unlawful, unless the employee, at the time of obeying
12 the directions, believed them to be unlawful."

13 57. Plaintiffs paid for business expenses, including but not limited to paying for
14 their personal cell phones which were required for work tasks, and Defendants knew Plaintiffs
15 were incurring such expenses, and that the expenses were incurred on Defendants' behalf.

16 58. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs for
17 expenditures they incurred and losses incurred in direct consequence of Plaintiffs' obedience of
18 Defendants' policies.

19 59. Pursuant to Labor Code § 558.1, any employer or other person (i.e. owner,
20 officer, director or managing agent) acting on behalf of an employer who violated or causes a
21 violation of Labor Code § 2802 may be held liable as the employer. Defendant HERLINE
22 GOUTAMA is liable for violating and causing the violations described herein.

23 60. Plaintiff seeks reimbursement of the expenditures and losses, costs and
24 attorneys' fees pursuant to Labor Code § 2802(c), and interest of ten percent on the
25 unreimbursed expenses pursuant to Labor Code § 2802(b) in an amount to be proven at trial.
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1 **PLAINTIFFS' SEVENTH CAUSE OF ACTION**

2 (Violation of California Unfair Business Practices Act, California
3 Business and Professions Code §§ 17200, *et seq.*)

4 As Against All Defendants

5 61. Plaintiffs incorporate herein by reference each of the preceding paragraphs as
6 though set forth in full.

7 62. Defendants are “persons” as defined under Cal. Bus. & Prof. Code § 17021.

8 63. Plaintiffs are informed and believe, and thereon allege, that Defendants
9 committed unfair business practices, as defined by Bus. & Prof. Code § 17200, *et seq.*, by
10 violating the laws alleged herein and committing other unfair business practices, which
11 allegations are incorporated herein by reference and include, but are not limited to:

12 a. Failing to provide accurate wage statements to Plaintiffs;

13 b. Failing to provide uninterrupted meal or rest breaks to Plaintiffs and failing to
14 compensate Plaintiffs with premium wages for missed meal and rest breaks;

15 c. Failing to pay Plaintiffs overtime wages under state law; and

16 d. Failing to reimburse Plaintiffs for expenses.

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18 64. Defendants’ business practices were unfair under the meaning of Cal. Bus. &
19 Prof. Code § 17200, *et seq.*, because they were intentionally performed to harm Plaintiffs.

20 65. As a result of Defendants’ unfair business practice, Defendants have reaped
21 unfair benefits and illegal profits at the expense of Plaintiffs.

22 66. Plaintiffs are informed and believe, and thereon allege, that the unlawful, unfair
23 and fraudulent business practices described above present a continuing threat to the public
24 because Defendants continue to operate in the illegal manner as alleged above.

25 67. Further, such skirting of California labor laws presents a threat to the general
26 public in that the enforcement of the labor laws is essential to ensure that all California
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1 employers compete equally and that no California employer receives an unfair competitive
2 advantage at the expense of its employees.

3 68. As a result of the above-alleged misconduct, Plaintiffs have been deprived of
4 lawful wages to which they were entitled and Plaintiffs have suffered damages, in an amount to
5 be determined according to proof at trial.

6 69. As a direct and proximate result of the above-alleged misconduct, Plaintiffs seek
7 restitution for unpaid minimum wages and overtime wages in an amount to be proven at trial for
8 the last four years from the date this Complaint was filed.

9 70. As a direct and proximate result of Defendants' aforesaid acts and conduct,
10 Plaintiffs are entitled to and hereby seeks attorneys' fees as permitted by law and as provided
11 for by §1021.5 of the California Code of Civil Procedure.

12 **PLAINTIFFS' EIGHTH CAUSE OF ACTION**

13 (Civil Penalties under the Private Attorney General Act of 2004; Labor Code §§ 2698, *et seq.*)

14 As Against All Defendants

15 71. Plaintiffs incorporate herein by reference each of the preceding paragraphs as
16 though set forth in full.

17 72. At all times mentioned herein, Defendants were subject to the Labor Code of the
18 State of California and the applicable IWC Orders.

19 73. California Labor Code § 2699(a) provides for a private right of action to recover
20 penalties for violations of the Labor Code: "Notwithstanding any other provision of law, and
21 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
22 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
23 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
24 a civil action brought by an aggrieved employee on behalf of himself or herself and other
25 current or former employees pursuant to the procedures specified in Section 2699.3."
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1 74. Plaintiffs have exhausted their administrative remedies pursuant to California
2 Labor Code § 2699.3. On February 4, 2022, they gave written notice by online filing to the
3 Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of
4 the specific provisions of the Labor Code that Defendants have violated against Plaintiffs and
5 current and former aggrieved employees, including the facts and theories to support the
6 violations. Plaintiffs also paid the filing fee on February 4, 2022. Plaintiffs' PAGA case number
7 is LWDA-CM-866619-22.

8 75. The statute of limitations is tolled while plaintiffs exhaust their administrative
9 remedies with California's LWDA prior to suit, which is required by statute. (See Labor Code §
10 2699.3(d).)

11 76. More than sixty-five (65) days has elapsed since Plaintiffs provided notice, but
12 the LWDA has not indicated that it intends to investigate Defendants' Labor Code violations
13 discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover any and
14 all penalties under Labor Code § 2699 *et seq* pursuant to § 2699.3 for the violations of the Labor
15 Code described in this Complaint.
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17 77. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
18 award of civil penalties on behalf of the State of California and similarly Aggrieved Employees
19 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
20 according to proof at trial. these penalties are in addition to all other remedies permitted by law.

21 78. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
22 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
23 shall be entitled to an award of reasonable attorney's fees and costs."

24 **DEMAND FOR JURY TRIAL**

25 Plaintiffs demand a jury trial on all causes of action so triable.

26 **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay overtime premiums, failing to provide meal periods, failing to authorize and permit rest periods, failing to timely pay final wages, failing to furnish accurate wage statements, and failing to indemnify for necessary expenditures;
2. For payment of earned wages, waiting time compensation and other damages according to proof in an amount to be ascertained at trial;
3. An award of civil penalties on behalf of themselves and all similarly aggrieved employees pursuant to PAGA;
4. Injunctive and declaratory relief to the extent allowed by PAGA;
5. For payment of all statutory obligations and penalties as required by law;
6. For penalties, special damages, and general damages in an amount to be proven at trial;
7. For reasonable attorney's fees by statute;
8. For costs of suit incurred herein;
9. For interest provided by law including, but not limited to, Cal. Civil Code § 3291;
10. For tax neutralization damages;
11. For restitution, and
12. For such other and further relief as the court deems just and proper.

Dated: April 12, 2022

Respectfully submitted,
SKINNER LAW GROUP APC

/s/ T.P. Skinner

T.P. Skinner
Attorney for Plaintiffs