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SANCHEZ, individually and on behalf of all
other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CYNTHIA SANCHEZ, individually and
on behalf of all others aggrieved
employees,

Plaintiff,

v.

QUINN GROUP, INC., a California
corporation; QUINN COMPANY, a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO. ~~25STCV24117~~

**COMPLAINT FOR VIOLATIONS OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[Labor Code § 2698, et seq.]

DEMAND FOR JURY TRIAL

1 PLAINTIFF CYNTHIA SANCHEZ (“PLAINTIFF”), individually and on behalf of all
2 other aggrieved employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved
5 employees of defendants QUINN GROUP, INC. (“QUINN GROUP”); QUINN COMPANY
6 (“QUINN COMPANY”); and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”), in
7 the State of California during the relevant statutory period to recover penalties arising from
8 DEFENDANTS’ failure to provide employees meal and rest periods, failure to provide minimum
9 and overtime wages for all hours worked, failure to timely pay all wages earned, failure to pay all
10 wages due to discharged and quitting employees, failure to furnish accurate itemized wage
11 statements, failure to maintain required records, and failure to indemnify employees for necessary
12 expenditures and/or losses incurred in the discharge of their duties.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a resident of the State of California and DEFENDANTS are citizens and residents
16 of and/or regularly conduct business in California. Further, no federal question is at issue because
17 the claims are based solely on California law.

18 3. Venue is proper in this judicial district and Los Angeles County because
19 DEFENDANTS maintain offices and facilities and/or transact business in Los Angeles County,
20 and DEFENDANTS’ illegal policies and practices which are the subject of this action were
21 applied, at least in part, to aggrieved employees in Los Angeles County.

22 **THE PARTIES**

23 4. PLAINTIFF is a resident of the State of California. At times material to this
24 complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-
25 exempt employee.

26 5. PLAINTIFF is informed and believes, and thereon alleges, that QUINN GROUP
27 is, and at all times relevant hereto was, a California corporation. PLAINTIFF is further informed
28 and believes, and thereon alleges, that QUINN GROUP is authorized to conduct business in the

1 State of California, and does conduct business in the State of California. Specifically, QUINN
2 GROUP maintains offices and facilities, conducts business, and engages in illegal practices or
3 policies in Los Angeles County.

4 6. PLAINTIFF is informed and believes, and thereon alleges, that QUINN
5 COMPANY is, and at all times relevant hereto was, a California corporation. PLAINTIFF is
6 further informed and believes, and thereon alleges, that QUINN COMPANY is authorized to
7 conduct business in the State of California, and does conduct business in the State of California.
8 Specifically, QUINN COMPANY maintains offices and facilities, conducts business, and engages
9 in illegal practices or policies in Los Angeles County.

10 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
12 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
13 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
14 that PLAINTIFF'S and other aggrieved employees' injuries, as alleged herein, were proximately
15 caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of court to amend
16 this Complaint to allege the true names and capacities of such DOE defendants when ascertained.

17 8. At all relevant times herein, DEFENDANTS were the joint employers of
18 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
19 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
20 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
21 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
22 ostensible, of each other. Each defendant was completely dominated by his, her or its co-
23 defendant, and each was the alter ego of the other.

24 9. At all relevant times, PLAINTIFF and other aggrieved employees were employed
25 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
26 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
27 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
28 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and

1 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
2 and permit rest periods; failing to pay minimum and overtime wages; failing to provide accurate
3 itemized wage statements; failing to maintain required records; and failing to compensate
4 PLAINTIFF and other aggrieved employees for necessary expenditures, in violation of the Labor
5 Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

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

11 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

12 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
13 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current
14 and former non-exempt aggrieved employees of DEFENDANTS in the State of California at any
15 time within the period beginning one (1) year and sixty-five (65) days prior to the filing of this
16 action, and ending at the time this action settles or proceeds to final judgment (“PENALTY
17 PERIOD”).

18 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice on May 19,
19 2025 by online filing to the California Labor and Workforce Development Agency (“LWDA”)
20 and by certified mail to QUINN GROUP and QUINN COMPANY of the specific provisions of
21 the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and
22 theories to support the alleged violations. More than sixty-five (65) days have passed and the
23 LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

24 13. Therefore, PLAINTIFF has complied with all of the requirements set forth in
25 Labor Code § 2699.3 to commence a representative action under PAGA.

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28 ///

1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Meal Periods**

3 **[Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 11]**

4 14. During the PENALTY PERIOD, DEFENDANTS had, and continue to have, a
5 policy and practice of failing to provide PLAINTIFF and other aggrieved employees full and
6 timely meal periods as required by Labor Code §§ 226.7 and 512 and IWC Wage Order No. 7-
7 2001 § 11.

8 15. As a result of DEFENDANTS' policies and practices as alleged herein,
9 PLAINTIFF and other aggrieved employees regularly were denied, and continue to be denied, the
10 opportunity to take full, uninterrupted, and timely meal periods as required under Labor Code §§
11 226.7 and 512 and IWC Wage Order No. 7-2001 § 11.

12 16. DEFENDANTS further violated, and continue to violate, Labor Code § 226.7 and
13 IWC Wage Order No. 7-2001 § 11 by failing to compensate PLAINTIFF and other aggrieved
14 employees who were not provided a meal period, in accordance with the applicable Wage Order,
15 one additional hour of pay at each employee's regular rate of compensation for each workday that
16 a meal period was not provided.

17 **Failure to Authorize and Permit Rest Periods**

18 **[Labor Code § 226.7; IWC Wage Order No. 7-2001, § 12]**

19 17. During the PENALTY PERIOD, DEFENDANTS had, and continue to have, a
20 policy and practice of failing to authorize and permit PLAINTIFF and other aggrieved employees
21 to take rest breaks as required by Labor Code § 226.7 and IWC Wage Order No. 7-2001 § 12.

22 18. As a result of DEFENDANTS' policies and practices as alleged herein,
23 PLAINTIFF and other aggrieved employees regularly were denied, and continue to be denied, the
24 opportunity to take full, uninterrupted, timely rest periods as required under Labor Code § 226.7
25 and IWC Wage Order No. 7-2001 § 12.

26 19. DEFENDANTS further violated, and continue to violate, Labor Code § 226.7 and
27 IWC Wage Order No. 7-2001 § 12 by failing to pay PLAINTIFF and other aggrieved employees
28 who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of compensation for each
2 workday that a rest period was not provided.

3 **Failure to Pay Minimum Wages**

4 **[Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001 § 4]**

5 20. Pursuant to Labor Code §§ 1194 and 1197 and IWC Wage Order No. 7-2001 § 4,
6 payment to an employee of less than the applicable minimum wage for all hours worked in a
7 payroll period is unlawful.

8 21. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
9 pay PLAINTIFF and other aggrieved employees minimum wages for all hours worked by, among
10 other things: requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
11 work off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees
12 to work during meal breaks without compensation; illegally and inaccurately recording time
13 worked by PLAINTIFF and other aggrieved employees; and other methods to be discovered.

14 **Failure to Pay Overtime Wages**

15 **[Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001 § 3]**

16 22. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-2001 § 3,
17 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
18 overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in
19 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours
20 on the seventh consecutive workday and at a rate of twice the regular rate of pay for all hours
21 worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight
22 (8) hours on the seventh consecutive day of work in any workweek.

23 23. PLAINTIFF and other aggrieved employees are current and former non-exempt
24 employees entitled to the protections of Labor Code §§ 510 and 1194 and IWC Wage Order No.
25 7-2001. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
26 compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
27 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other
28 things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as

1 provided by Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-2001 § 3; requiring,
2 suffering or permitting PLAINTIFF and other aggrieved employees to work off the clock;
3 requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work during
4 meal breaks without compensation; illegally and inaccurately recording time in which
5 PLAINTIFF and other aggrieved employees worked; and other methods to be discovered.

6 **Failure To Timely Pay All Wages Earned**

7 **[Labor Code § 204]**

8 24. Pursuant to Labor Code § 204, for all labor performed between the 1st and 15th
9 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
10 between the 16th and 26th day of the month during which the labor was performed. Labor Code §
11 204 also provides that for all labor performed between the 16th and 26th days of any calendar
12 month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th
13 day of the following calendar month. In addition, Labor Code § 204 provides that all wages
14 earned for labor in excess of the normal work period shall be paid no later than the payday of the
15 next regular payroll period.

16 25. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
17 timely pay PLAINTIFF and other aggrieved employees for the wages for labor performed by the
18 next regular payroll period as required by Labor Code § 204.

19 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

20 **[Labor Code §§ 201 and 202]**

21 26. Pursuant to Labor Code § 201 and 202, DEFENDANTS are required to pay all
22 earned and unpaid wages to an employee who is discharged.

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

25 28. Pursuant to Labor Code § 202, DEFENDANTS are required to pay all accrued
26 wages due to an employee no later than seventy-two (72) hours after the employee quits his or her
27 employment, unless the employee provided seventy-two (72) hours previous notice of his or her
28 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

1 29. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
2 pay accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
3 accordance with Labor Code §§ 201 and 202.

4 **Failure to Furnish Accurate Itemized Wage Statements**

5 **[Labor Code § 226; IWC Wage Order No. 7-2001, § 7]**

6 30. During the PENALTY PERIOD, DEFENDANTS failed to provide PLAINTIFF
7 and other aggrieved employees with timely and accurate itemized wage statements in writing
8 showing each employee's gross wages earned, total hours worked, all deductions made, net
9 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
10 other aggrieved employees, and all applicable hourly rates in effect during each pay period and
11 the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226
12 and IWC Wage Order No. 7-2001 § 7.

13 **Failure to Maintain Required Records**

14 **[Labor Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]**

15 31. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
16 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
17 and due, DEFENDANTS failed, and continue to fail, to maintain records as required under Labor
18 Code §§ 226 and 1174 and IWC Wage Order No. 7-2001 § 7, including but not limited to the
19 following records: total daily hours worked by each employee; applicable rates of pay; all
20 deductions; meal periods; time records showing when each employee begins and ends each work
21 period; and accurate itemized statements.

22 **Failure to Indemnify Employees for Necessary Expenditures**

23 **Incurred in Discharge of Duties**

24 **[Labor Code § 2802]**

25 32. Labor Code § 2802(a) requires an employer to indemnify an employee for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
27 of his or her duties, or of his or her obedience to the directions of the employer.

28

33. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to indemnify PLAINTIFF and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for personal cell phone usage, uniforms, and other employment-related expenses, in violation of Labor Code § 2802.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

[Labor Code §§ 2698–2699.5]

(Against all DEFENDANTS)

34. PLAINTIFF incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 33.

35. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code § 2699(c), and proper representatives to bring a civil action on behalf of herself and other current and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the alleged violations of the Labor Code were committed against PLAINTIFF during the PENALTY PERIOD.

36. Pursuant to Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties for the violations set forth herein, including but not limited to violations of Labor Code §§ 201, 202, 204, 226, 221, 223, 226.7, 510, 512, 1174, 1194, 1197, and 1198. PLAINTIFF and other aggrieved employees are also entitled to an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

37. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

a. Pursuant to Labor Code § 210, for violations of Labor Code § 204, DEFENDANTS are subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee

1 and two hundred dollars (\$200) per employee for violations in subsequent pay
2 periods.

3 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
4 DEFENDANTS are subject to a civil penalty in the amount of two hundred
5 and fifty dollars (\$250) per aggrieved employee for the initial pay period
6 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
7 employee for violations in subsequent pay periods.

8 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting on
9 behalf of an employer who violates, or causes to be violated, a section of this
10 chapter or any provision regulating hours and days of work in any order of the
11 Industrial Welfare Commission,” including Labor Code §§ 510 and 512, shall
12 be subject to a civil penalty, in addition to any other penalty provided by law,
13 of fifty dollars (\$50) for initial violations for each underpaid employee for each
14 pay period for which the employee was underpaid and one hundred dollars
15 (\$100) for each subsequent violation for each underpaid employee for each pay
16 period for which the employee was underpaid.

17 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
18 DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).

19 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid
20 to any employee a wage less than the minimum fixed by an order of the
21 commission, shall be subject to a civil penalty as follows: for any initial
22 violation that is intentionally committed, one hundred dollars (\$100) for each
23 underpaid employee for each pay period for which the employee is underpaid;
24 and for each subsequent violation of the same offense, two hundred fifty
25 dollars (\$250) for each underpaid employee for each pay period for which the
26 employee is underpaid regardless of whether the initial violation was
27 intentionally committed.

28

1 38. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
2 penalty is not specifically provided, the following civil penalties are established: one hundred
3 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
4 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
5 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
6 violations of Labor Code provisions for which a civil penalty is not specifically provided,
7 including but not limited to Labor Code §§ 201, 202, 204, 226.7, 1194, 1197, 1198, and 2802.

8 39. PLAINTIFF also seek reasonable attorney's fees and costs pursuant to Labor Code
9 § 2699(k)(1).

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
12 respectfully prays for relief against DEFENDANTS, and each of them, as follows:

13 1. For civil penalties according to proof, and all penalties authorized by the Labor
14 Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

15 2. For interest at the legal rate pursuant to California Civil Code §§ 3287 and 3288
16 and/or any other applicable provision providing for pre-judgment interest;

17 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(k) and/or
18 any other applicable provisions providing for attorney's fees and costs; and

19 4. For such further relief that the Court may deem just and proper.
20

21 Dated: August 15, 2025

MATERN LAW GROUP, PC

22
23 By:



24 MATTHEW J. MATERN
25 LAUNA ADOLPH
26 REBECCA E. LIU
27 Attorneys for Plaintiff CYNTHIA SANCHEZ,
28 individually and on behalf of all other aggrieved
employees

DEMAND FOR JURY TRIAL

PLAINTIFF, individually and on behalf of all other aggrieved employees, hereby
demands a jury trial with respect to all issues so triable.

Dated: August 15, 2025

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

LAUNA ADOLPH

REBECCA E. LIU

Attorneys for Plaintiff CYNTHIA SANCHEZ,
individually and on behalf of all other aggrieved
employees