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and all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

JASMIN VAZQUEZ, on behalf of herself
and all others similarly situated

PLAINTIFF,

v.

SANISURE, INC., a California Corporation;
and DOES 1 through 100, inclusive

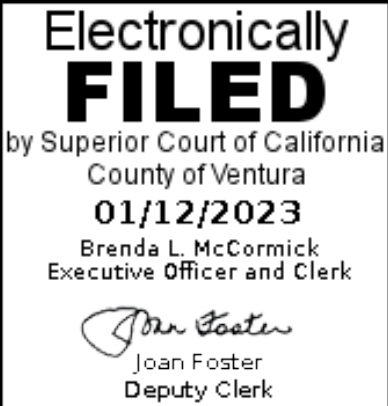
DEFENDANTS.

Case No.: 56-2022-00571632-CU-OE-VTA

FIRST AMENDED CLASS ACTION
COMPLAINT

1. **Failure to Provide Accurate Wage Statements**
2. **Private Attorneys General Act**

DEMAND FOR JURY TRIAL



1 Plaintiff JASMIN VAZQUEZ, on behalf of herself, and all others similarly situated and
2 the general public (hereinafter referred to as "Plaintiff"), hereby files this proposed class action
3 Complaint against Defendant Sanisure, Inc., a California Corporation; and DOES 1 through 100
4 (hereinafter collectively referred to as "Defendants"). Plaintiff is informed and believes, and on
5 the basis of that information and belief, alleges as follows:

6 I. INTRODUCTION

7 1. This is a civil class action brought on behalf of Plaintiff and all other individuals
8 who worked for Defendants in California as hourly non-exempt employees at any time during the
9 one year preceding the filing of this action, and continuing until class certification ("Class
10 Period"), who Defendants failed to provide accurate wage statements.

11 2. Plaintiff seeks, among other things, all statutory penalties for Defendants providing
12 inaccurate wage statements and to represent the following Class:

13 All current and former California hourly non-exempt employees of Defendants who
14 received at least one wage statement from Defendants during the period of one (1)
15 year preceding the filing of this action through the date of class certification.
16 ("Class").

17 3. This civil action seeks recovery of statutory penalties for Defendants' violations of
18 California Labor Code ("Labor Code") §226, *et seq.*

19 4. The term "Plaintiff" refers to Jasmin Vazquez, who is the named Plaintiff Class
20 Representative.

21 5. The acts complained of herein occurred, occur and will occur, at least in part, within
22 the time period from one (1) year preceding the filing of this action, up to and through the date
23 class certification for this matter is ordered (hereinafter, the "Relevant Time Period").

24 II. JURISDICTION AND VENUE

25 6. Jurisdiction is proper in this Court because it is a civil action where the amount in
26 controversy, exclusive of interests and costs, exceeds the jurisdictional minimum of the Court. The
27 acts and omissions complained of in this action took place in the State of California, and all
28 Defendants have subjected themselves to the State of California.

7. The California Superior Court has jurisdiction in this matter due to Defendants'

violations of California Labor Code §§226.

8. The Ventura County Superior Court is the proper venue for this action pursuant to CCP §395(a) and §395.5 as, at all relevant times, Defendants conducted business and engaged in acts and omissions which are subject matter of this Complaint in the County of Ventura. Defendants maintain a business location in Camarillo, California.

III. PARTIES

9. Plaintiff JASMIN VAZQUEZ (hereafter “Plaintiff”) is now and/or at all times mentioned in this Complaint was a resident of the State of California. Plaintiff worked for Defendants as a non-exempt hourly employee in the state of California.

10. Plaintiff seeks for herself, and the entirety of the class, for violations of Labor Code §226(a) in providing inaccurate wage statements, the greater of actual damages or penalties from Defendants pursuant to Labor Code §226(e).

11. Defendant SANISURE, INC., (“Sanisure”) is now and/or at all times mentioned in this Complaint a California Corporation, licensed to do business and actually doing business in the State of California.

12. Defendant Sanisure is and has been an “employer” of Plaintiff and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

13. Plaintiff does not know the true names and capacities of Defendants sued herein as “DOES 1-100, inclusive,” and therefore sues these Defendants by such fictitious names. Defendants, including each fictitiously named DOE Defendant, owned, controlled, or managed the business for which Plaintiff worked and/or who directly or indirectly exercised operational control over the wages, hours, and working conditions of Plaintiff and the Class members. Defendants, including DOES 1-100, held ownership, officer, director and/or executive positions with the remaining Defendants, and acted on behalf of the remaining Defendants, which included decision-making responsibility for, and establishment of, illegal wage and hour practices, payroll practices, and policies for Defendants which have damaged Plaintiff and the Class members. Therefore, Defendants and DOES 1-100, are “employers” as a matter of law and personally liable on the

causes of action alleged herein. Plaintiff will seek leave of the court to amend this complaint to allege such names and capacities as soon as they are ascertained.

14. Plaintiff is informed and believes and thereon alleges that all Defendants, including the fictitious DOE Defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, partners and/or joint ventures of all other Defendants. The actions of Defendants, their officers, managers, supervisors, agents, and other employees of Defendants against Plaintiff and all others similarly situated were ratified by Defendants.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of the each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto Defendants were and are the agents of each other.

16. Plaintiff further alleges that all respective Defendants complained of herein are in some manner vicariously, statutorily or otherwise liable for the acts and/or omissions of the other Defendants likewise complained of herein, jointly and severally, whether by virtue of a statutory, office, director, agency, managing agency, employment, joint employer, indirect employer, co-conspirator, aider or abettor, partnership, alter ego, association and/or joint venture relationship, affiliation or otherwise, each acting within the course and scope of such relationship(s) with actual and/or apparent authority to do so, directing, controlling, ratifying, or otherwise furthering the actions and/or omissions herein complained of.

17. At all relevant times alleged herein, Plaintiff and the Class were employed by Defendants in the State of California.

18. All allegations in this complaint, except as to the facts relating to Plaintiff that are based upon their knowledge, are based upon information and belief, and are likely to have evidentiary support after a reasonable opportunity for further investigation and/or discovery. Whenever allegations in this complaint are contrary or inconsistent, such allegations are made in the alternative.

1 **IV. COMMON FACTUAL AND CLASS ALLEGATIONS**

2 19. Plaintiff brings this lawsuit on behalf of herself and the proposed Class, which is
3 made up of all California persons who are current and former employees of Defendant Sanisure,
4 who work or worked as non-exempt hourly employees from one (1) year prior to the filing of the
5 original Complaint in this action to the present and received a wage statement from Defendant.
6 Plaintiff and the Class members seek, without limitation, statutory penalties, damages, restitution,
7 injunctive relief, declaratory relief, penalties, liquidated damages, interest, costs, and attorneys'
8 fees to remedy Defendants' violations of wage and hour laws.

9 20. Throughout the Class Period, Plaintiff and all class members were and are
10 employees of Defendants, entitled to all of the protections afforded to employees under the Labor
11 Code and applicable IWC Wage Orders.

12 21. Defendants' primary business is the manufacturing and sale of sanitization-related
13 goods throughout the state of California.

14 22. Throughout the Class Period, Defendants willfully failed to provide accurate wage
15 statements to Plaintiff and the Class that included, but was not limited to, failing to list all required
16 employer-related information on the face of the wage statement and failing to accurately list the
17 total hours worked in the pay period.

18 23. The required employer information and the total hours worked could not promptly
19 and easily be determined from the wage statement alone.

20 **Class Action Allegations**

21 24. Plaintiff brings this action on her own behalf and on behalf of the proposed Class,
22 pursuant to California Code of Civil Procedure §382.

23 25. The Classes which Plaintiff seeks to represent are composed of and defined as
24 follows:

25 All current and former California hourly non-exempt employees of Defendants who
26 received at least one wage statement from Defendants during the period of one (1)
27 year preceding the filing of this action through the date of class certification.
28 ("Class").

 Plaintiff reserves the right to amend or otherwise alter the class definition presented to the

1 Court at the appropriate times, or to propose or eliminate sub-classes, in response to facts learned
2 through discovery, or otherwise.

3 26. This action has been brought and may be properly maintained as a class action
4 pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

5 27. **Numerosity:** Plaintiff is informed and believes and on that basis alleges that the
6 proposed Classes consist of over 50 people who are currently and formerly employed by
7 Defendants in California as hourly non-exempt employees during the relevant time period. It is
8 possible to ascertain the number of former and current employees who are members of the
9 proposed class, but they are so numerous that joinder is impracticable. The proposed Class includes
10 future employees (persons who are hired by defendant within the class period, but who are not
11 now class members as current or former employees) whose joinder is currently impossible. The
12 precise number of Class members and their addresses can be determined by Defendants' business
13 records and will become known to Plaintiff through discovery. Class members may be notified of
14 the pendency of this action by mail, e-mail, the internet, or published and posted notice.

15 28. **Typicality:** Plaintiff's claims are typical of the claims of members of the proposed
16 classes. Defendants employed Plaintiff during the statutory period, and Plaintiff has been subjected
17 to Defendants' unlawful employment practices, as alleged in this Complaint.

18 29. **Adequacy of Class Representative:** Plaintiff will fairly and adequately protect the
19 interests of the classes. Plaintiff's interests do not conflict with Class members' interests, and
20 Plaintiff have retained competent and experienced counsel. The interests of Class members will
21 be fairly and adequately protected by Plaintiff and their counsel.

22 30. **Common Questions of Law and Fact:** Common questions of law and fact exist
23 as to all Class members and predominate over any questions affecting solely individual members
24 of the proposed Class:

- 25 a. Whether Defendants failed to provide accurate wage statements to Plaintiff
26 and members of the Class; and
27 b. The nature and extent of class-wide injury and measure of damages for the
28 injury.

1 31. **Superiority and Substantial Benefit:** A class action is the superior method for the
2 fair and efficient adjudication of this controversy. Defendants implemented an illegal scheme that
3 is generally applicable to the members of the proposed plaintiff classes. Damages suffered by each
4 Class member may be relatively small given the burden and expense of individual prosecution of
5 the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be
6 virtually impossible for the Class members to redress the wrongs done to them on an individual
7 basis. Even if Class members could afford such individual litigation, the court system could not.
8 By contrast, the class action device presents far fewer management difficulties, and provides the
9 benefits of a single adjudication, economies of scale, and comprehensive supervision by a single
10 court.

11 32. Plaintiff knows of no difficulty that will be encountered in the management of this
12 litigation that would preclude its maintenance as a class action. Plaintiff is informed and believes,
13 and on that basis alleges, that the amount of money due each Class member as economic damages
14 is ascertainable from Defendants' records, or may readily be determined by other means.

15 33. The Classes should also be certified because:

- 16 a. The prosecution of separate actions by individual Class members would
17 create a risk of inconsistent or varying adjudications with respect to
18 individual Class members, which would establish incompatible standards
19 of conduct for Defendants;
- 20 b. The prosecution of separate actions by individual Class members creates
21 the risk of adjudication with respect to them, which would, as a practical
22 matter, be dispositive of the interests of the other Class members not parties
23 to the adjudications, or would substantially impair or impede their ability to
24 protect their interests; and
- 25 c. Defendants have acted or have refused to act on grounds generally
26 applicable to the class and/or the general public, thereby making final and
27 injunctive relief, as well as declaratory relief, with respect to the Class as a
28 whole, appropriate.

FIRST CAUSE OF ACTION
VIOLATION OF LABOR CODE §226

(Against all Defendants)

34. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 33 of this Complaint.

35. California Labor Code §226 provides:

(a) 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 Section 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 only the last four digits of his or her social security number or an employee identification number other than a 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...

36. Labor Code §226(e) provides that an employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation of §226 occurs and one hundred dollars (\$100) for each subsequent pay period not to exceed an aggregate penalty of four thousand dollars (\$4,000), as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide timely and accurate itemized statements to the employees showing the total hours worked by the employee or the name and address of the legal entity that is the employer.

37. During the statutory time period, Defendants knowingly and intentionally failed to provide its non-exempt employees, such as Plaintiff and the Class, with wage statements reflecting the accurate name and address of the legal entity that is the employer and failed to provide the total hours worked by the employee.

38. Plaintiff and the Class suffered injury as a result of Defendants' knowing and

1 intentional failure to provide Plaintiff and Class members with accurate itemized wage statements
2 during the relevant time period as the Class, including Plaintiff, cannot promptly and easily
3 determine from the wage statement alone the name and address of the employer and the total hours
4 worked. Plaintiff and the class suffered injury as a reasonable person could not promptly and easily
5 determine the same from the wage statement without reference to other documents.

6 39. Plaintiff and the class seek penalties pursuant to Labor Code §226(e), in an amount
7 to be determined at trial, and also seek costs and reasonable attorneys' fees pursuant to Labor Code
8 §226(e).

9 **SECOND CAUSE OF ACTION**
10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **Violation of Labor Code §§2698, *et seq.***

12 (Against all Defendants)

13 40. Plaintiff on behalf of himself and on behalf of all other aggrieved employees herein
14 re-alleges and incorporates each and every one of the allegations contained in the preceding
15 paragraphs as if fully set forth herein.

16 41. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004,
17 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
18 Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or
19 employees for a violation of the Labor Code, may be recovered through a civil action by an
20 aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current
21 or former employees.

22 42. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
23 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized
24 to exercise the same discretion, subject to the same limitations and conditions to assess a civil
25 penalty.

26 43. Plaintiff and Defendants' non-exempt employees of Defendants who received at
27 least one wage statement from Defendants during the period of one (1) year preceding the filing
28 of this action are "aggrieved employees" as defined by Labor Code §2699, in that they are all
current or former employees of Defendants, and one or more of the alleged violations was

1 committed against them.

2 44. Plaintiff gave written notice electronically to the LWDA, and by certified mail to
3 Defendants of the specific provisions of this code alleged to have been violated, including the facts
4 and theories to support the alleged violations as required by Labor Code §2699.3. More than 65
5 days have lapsed since notice to the LWDA and the LWDA has not responded to Plaintiff's notice.
6 Accordingly, Plaintiff may commence a civil action to recover civil penalties for himself and other
7 current and former employees under Labor Code §2699 pursuant to §2699.3.

8 45. Plaintiff asserts all of the claims in this Complaint against Defendants, individually
9 and on behalf of the aggrieved employee class in his capacity as a private attorney general and
10 seeks all applicable civil penalties available under the Labor Code for these alleged violations.

11 46. Pursuant to Labor Code §2699, Plaintiffs, individually and on behalf of the
12 aggrieved employee class, request and seek to recover from the Defendants wage statement
13 violations and penalties according to proof. Plaintiff is further entitled to attorneys' fees and costs
14 pursuant to Labor Code §2699(g)(1), as well as all civil penalties, including, but not limited to:

- 15 1) Penalties under Labor Code §2699(f), in addition to and entirely independent and
16 apart from other penalties provided in the Labor Code and for Labor Code violations
17 without a specific civil penalty, in the amount of \$100 for each aggrieved employee
18 per pay period for each violation, and \$200 for each aggrieved employee per pay
19 period for each subsequent violation;

20 47. Any and all additional civil penalties and sums as provided by the Labor Code
21 and/or other statutes.

22 48. Plaintiff seeks and is entitled to have 75% of all penalties obtained allocated to the
23 LWDA and 25% to aggrieved employees.
24 Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to
25 Labor Code §§2699(g)(1).

26 **PRAYER FOR RELIEF**

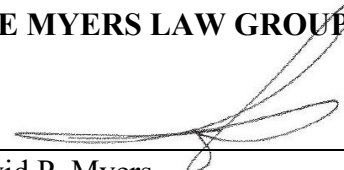
27 Plaintiff and the Class members pray for judgment as follows:

- 28 1. An order that the action be certified as a class action;
2. An order that Plaintiff be appointed class representative;

3. An order that counsel for Plaintiff be appointed class counsel;
4. An order requiring Defendants to identify, by name, email, address and telephone number all current and former California hourly non-exempt employees of Defendants who received at least one wage statement from Defendants during the period of one (1) year preceding the filing of this action through the date of class certification;
5. For all applicable statutory penalties, in amounts to be proven at trial;
6. For an award of statutory penalties pursuant to section 226(e) of the California Labor Code, in amounts to be proven at trial;
7. For general damages including compensatory damages according to proof;
8. For injunctive relief to prevent further violations of the California Labor Code;
9. For declaratory relief that Defendants violated Labor Code §§226;
10. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §226(f), Labor Code §2699(g), and Code of Civil Procedure §1021.5;
11. On behalf of Plaintiff and all other aggrieved employees and the LWDA, for all civil penalties authorized by LC §2699, including but not limited to:
- For civil penalties under LC §2699(f), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, and;
12. For all such other and further relief that the Court may deem just and proper.

Date: January 12, 2022

THE MYERS LAW GROUP, A.P.C.



David P. Myers,
Jason Hatcher,
Attorneys for Plaintiff and others similarly situated

PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place , Suite 100, Rancho Cucamonga, CA 91730.

On January 12, 2023, I served the foregoing document described as **PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT** by serving the interested parties in this action addressed as follows:

Todd B. Scherwin, Esq.
tscherwin@fisherphillips.com
Benjamin Z. Taylor, Esq.
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Fisher & Phillips LLP
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I am "readily familiar" with the firm's practice of services of process. Under that practice, this document would be deposited:

(BY MAIL): with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

(BY UPS) Overnight Delivery with the envelope placed in or with a facility maintained by the overnight delivery carrier with fees paid for or provided for.

(BY PERSONAL SERVICE) I caused such envelope(s) to be personally served by messenger to the above addresses(s)
 X
(BY ELECTRONIC SERVICE) I served the document(s) described above by emailing to the person(s) at the electronic address(es) listed above. I did not receive any electronic message or indication that the transmission was unsuccessful. My email address is ymedina@myerslawgroup.com

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed January 12, 2023 at Rancho Cucamonga, California.



Yvonne Medina