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VENTURA SUPERIOR COURT

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9 Attorneys for Plaintiff,
10 NICK SEBESTA

11 **IN THE SUPERIOR COURT OF CALIFORNIA**
12 **COUNTY OF VENTURA, VENTURA COURTHOUSE**

13 NICK SEBESTA, an individual, on behalf of all
14 aggrieved employees,

15 Plaintiffs,

16 v.

17 THE JLINZ GROUP INC., a California
18 corporation, JOSHUA LINDSAY, an individual,
19 and DOES 1 through 20 inclusive,

20 Defendants.

Case No. 2023CUOE009636

COMPLAINT FOR:

1. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;
2. Unfair Competition in Violation of Labor Code §§ 17200, et seq.

Jury Trial Demanded

21 1. Plaintiff NICK SEBESTA, on behalf of himself, as an aggrieved employee and on
22 behalf of all other aggrieved employees, is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

23 2. This enforcement action is brought pursuant to the Private Attorneys General Act of
24 2004, California Labor Code §§ 2698, et seq. ("PAGA") to recover civil penalties and any other
25 available relief on behalf of Plaintiff, the State of California, and other current and former aggrieved
26 employees of Defendants and against whom one or more Labor Code violations or any provision
27 regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage
Order were committed, as set forth in this Complaint.

28 3. Plaintiff NICK SEBESTA worked as a Handyman for THE JLINZ GROUP INC. and

1 JOSHUA LINDSAY, and DOES 1-20, an Apartment Maintenance company, at 56 Hunter Court,
2 Ventura, CA 93003, from May of 2022 to December 16, 2023. Plaintiff's job duties included
3 performing maintenance and repairs of apartment buildings.

4 4. Plaintiff NICK SEBESTA was at all times relevant hereto a resident of Ventura,
5 California.

6 5. At all relevant times herein, Defendant THE JLINZ GROUP INC. was a California
7 Corporation with its principal place of business in Ventura, California.

8 6. Defendant JOSHUA LINDSAY was at all times relevant herein the principal of THE
9 JLINZ GROUP INC.

10 7. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5
11 because this suit was filed in the county where the liability arises, where the breach occurred and where
12 Defendants resided at the commencement of this action.

13 8. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
14 unity of interest and ownership between THE JLINZ GROUP INC., JOSHUA LINDSAY and DOES
15 1-20 that the individuality and separateness of defendants have ceased to exist.

16 9. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
17 of purported corporate existence, THE JLINZ GROUP INC., JOSHUA LINDSAY and DOES 1-20
18 are, in reality, one and the same.

19 10. THE JLINZ GROUP INC., JOSHUA LINDSAY and DOES 1-20 do not comply with
20 all requisite corporate formalities to maintain a legal and separate existence.

21 11. The business affairs of THE JLINZ GROUP INC., JOSHUA LINDSAY and DOES 1-
22 20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be
23 segregated, and the same are in inextricable confusion. THE JLINZ GROUP INC. is, and at all times
24 relevant hereto was, used by DOES 1-20 and JOSHUA LINDSAY as a mere shell and conduit for the
25 conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1-20. The recognition
26 of the separate existence of THE JLINZ GROUP INC. would not promote justice, in that it would
27 permit Defendants to insulate themselves from liability to Plaintiff for violations of state law. The
28 corporate existence of THE JLINZ GROUP INC. and DOES 1-20 should be disregarded in equity and

1 for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff
2 herein.

3 12. Accordingly, THE JLINZ GROUP INC., JOSHUA LINDSAY and DOES 1-20 are the
4 alter egos of one another, and the fiction of their separate corporate existence must be disregarded.

5 13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
6 thereon alleges that THE JLINZ GROUP INC., JOSHUA LINDSAY and DOES 1-20 are joint
7 employers by virtue of a joint enterprise, and that the employees and agents of THE JLINZ GROUP
8 INC. were also employees of JOSHUA LINDSAY and DOES 1-20. THE JLINZ GROUP INC.
9 employees performed services for each and every one of Defendants, and to the mutual benefit of all
10 Defendants, and all Defendants shared control of them as employees, either directly or indirectly, and
11 the manner in which Defendants' business was and is conducted.

12 14. The true names and capacities, whether individual, corporate, associate, or otherwise,
13 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
14 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
15 Complaint to insert the true names and capacities of these Defendants when they become known to
16 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
17 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
18 Plaintiff as alleged hereinafter.

19 15. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
20 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
21 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and
22 each of them, and in doing the things alleged herein, were acting at least in part within the course and
23 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or
24 joint venture and with the permission and consent of each of the other Defendants.

25 16. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
26 including those defendants named as DOES 1-20 acted in concert with one another to commit the
27 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
28 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and

1 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
2 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
3 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
4 intended to cause and actually causing Plaintiff's harm.

5 17. Whenever and wherever reference is made in this Complaint to any act or failure to act
6 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
7 and/or failures to act by each Defendant acting individually, jointly and severally.

8
9 **GENERAL ALLEGATIONS**

10 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff was not paid for
11 all hours worked because all hours worked were not recorded.

12 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
13 have known that Plaintiff was entitled to receive certain wages for overtime compensation and that
14 they were in fact not receiving certain wages for overtime compensation.

15 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff was entitled to receive at least minimum wages for compensation
17 and that they were not receiving at least minimum wages for work that was required to be done off-
18 the-clock. In violation of the California Labor Code, Plaintiff was not paid at least minimum wages
19 for work done off-the-clock.

20 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff was entitled to meal periods in accordance with the Labor Code or
22 payment of one additional hour of pay at their regular rates of pay when they were not provided with
23 timely, uninterrupted, 30 minute meal periods and that Plaintiff was not provided with all meal periods
24 or payment of one additional hour of pay at their regular rates of pay when they did not receive a
25 timely, uninterrupted, 30 minute meal period.

26 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff was entitled to 10 minute rest periods in accordance with the Labor
28 Code and applicable IWC Wage Order or payment of one additional hour of pay at their regular rates
of pay when they were not provided with a compliant 10 minute rest period and that Plaintiff was not

1 provided compliant 10 minute rest periods or payment of one additional hour of pay at their regular
2 rates of pay when they were not provided a compliant 10 minute rest period.

3 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff was entitled to timely payment of all wages earned upon termination
5 of employment. In violation of the California Labor Code, Plaintiff did not receive payment of all
6 wages due, including overtime wages, minimum wages, and meal and rest period premiums, within
7 the time periods required by law.

8 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff was entitled to timely payment of wages during their employment.
10 Plaintiff did not receive payment of all wages, including overtime wages, minimum wages, and meal
11 and rest period premiums in violation of the California Labor Code.

12 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff was entitled to receive full reimbursement for all business-related
14 expenses and costs he incurred in direct consequence of the discharge of his duties and that he did not
15 receive full reimbursement of applicable business-related expenses and costs incurred.

16 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff for
18 all hours worked, and that Defendants had the financial ability to pay such compensation, but
19 willfully, knowingly, and intentionally failed to do so.

20 **FIRST CAUSE OF ACTION**
21 **CIVIL PENALTIES IN VIOLATION OF**
22 **LABOR CODE § 2699, ET SEQ.**
23 **(AGAINST ALL DEFENDANTS)**

24 27. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
25 though fully set forth herein.

26 28. Under Labor Code § 2698, et seq., Plaintiff, as a aggrieved employee, may bring an
27 action against defendants, on behalf of himself and other current or former employees, seeking civil
28 penalties for defendants' violations of the California Labor Code.

1 29. Plaintiff was a aggrieved employee within the meaning of Labor Code §2698, et seq.
2 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

3 30. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
4 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
5 for necessary business expenditures in violation of Labor Code § 2802, failing to pay minimum wages
6 in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in
7 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain
8 accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in
9 violation of §§ 226.7, 512 (a), and 1198, failing to provide rest periods in violation of Labor Code §§
10 226.7 and 1198, failure to timely pay wages in violation of Labor Code § 204 and willful failure to
11 pay wages in violation of Labor Code § 201-203.

12 31. On December 27, 2022, Plaintiff provided written notice by online filing with the Labor
13 and Workforce Development Agency and by certified mail to Defendants of the specific provisions of
14 the Labor Code alleged to have been violated, including the facts and theories to support the alleged
15 violation, as required by Labor Code § 2699.3 (a) (1) (A).

16 32. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
17 Workforce Development Agency of its intent to pursue an action against Defendants.

18 33. As a direct and proximate result of Defendants' California Labor Code violations as set
19 forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period
20 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
21 violation, pursuant to Labor Code § 2699 (f), for those Labor Code sections not expressly providing
22 for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
23 provide for a penalty.

24 34. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
25 recovered civil penalties.

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SECOND CAUSE OF ACTION
UNFAIR COMPETITION IN VIOLATION OF
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(AGAINST ALL DEFENDANTS)

35. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

36. Defendants are a “person” as defined by California Business & Professions Code sections 17201.

37. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, aggrieved employees and to the general public. Plaintiff has suffered injury in fact and have lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

38. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law.

39. The employment practices engaged in by Defendant as plead herein, including violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair business practices in violation of Business & Professions Code §§17200, *et seq.*

40. As a result of Defendants’ unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, and members of the public.

41. Pursuant to California Business & Professions Code §§ 17200, *et seq.* Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and aggrieved employees; and an award of attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants as follows:

1 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
2 of \$25,000, exclusive of interest and costs.

3 **As to the First Cause of Action**

4 **(Civil Penalties under the PAGA)**

5 2. That the Court declare, adjudge, and decree that Defendants violated all California
6 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
7 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

8 3. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
9 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
10 Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

11 4. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and any
12 and all other relevant statutes, for Defendants' violations of all California Labor Code sections plead
13 herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1,
14 1198 and 2802;

15 5. For pre-judgment and post-judgment interest as provided by law; and

16 6. For such other and further relief as the Court deems just and appropriate.

17 **As to the Second Cause of Action**

18 **(Unfair Competition)**

19 7. That the employment practices engaged in by Defendants as plead herein, including
20 violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business
21 practices in violation of Business & Professions Code §§17200, et seq.;

22 8. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such
23 amounts were due and payable;

24 9. For the appointment of a receiver to receive, manage and distribute any and all funds
25 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
26 of violations of California Business & Professions Code sections 17200, et seq.;

27 10. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
28 Code of Civil Procedure § 1021.5; and

11. For such other and further relief as the Court deems just and appropriate.

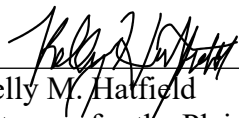
DEMAND FOR JURY TRIAL

Plaintiff hereby demand a trial by jury on all issues.

PIMENTEL LAW, P.C.

Dated: May 30, 2023

By: _____


Kelly M. Hatfield
Attorney for the Plaintiff