

Case Management Conference
2026-04-06 8:30AM in 11B

STK-CV-UOE-2025-0014319

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Attorneys for Plaintiff John Sanchez,
on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

JOHN SANCHEZ, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

NATURWOOD HOME FURNISHINGS
INCORPORATED, a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO:

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7,
510, 512, 1174, 1174.5, 1175, 1194 AND 2802
AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 226.3 AND 558**

1 Plaintiff JOHN SANCHEZ (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of
3 NATURWOOD HOME FURNISHINGS INCORPORATED, a California corporation, and any
4 subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees, and those employees placed to work at
9 Defendants by a staffing company, who currently work or formerly worked for Defendants
10 (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay correct premium wages to Plaintiff and other Aggrieved
16 Employees who were denied proper meal periods. Plaintiff and other Aggrieved Employees
17 were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal
18 period for every shift worked that exceeded five hours in duration, or a second timely,
19 uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in
20 duration, but were not paid premium wages of one hour’s pay at the proper rate of pay for
21 each missed first or second meal period. When Plaintiff and other Aggrieved Employees did
22 receive a meal period, it would typically be late. Defendants also failed to maintain accurate
23 records showing the start and stop time of meal periods since Defendants did not always
24 require Plaintiff and Aggrieved Employee to record their meal periods—instead, Defendants
25 maintained a pattern and practice to automatically deduct 30-minute meal periods. This
26 violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, and IWC Wage Order
27 4-2001;
28

1 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved
2 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
3 Order No. 4-2001. Plaintiff and other Aggrieved Employees were routinely unable to take a
4 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not
5 paid premium wages of one hour's pay for each missed rest period. Plaintiff and other
6 Aggrieved Employees were simply denied and not authorized to take their legally entitled rest
7 periods and were never paid premium wages for missed rest periods. This violates Labor Code
8 § 226.7 and IWC Wage Order No. 4-2001;

9
10 c. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
11 business expenses incurred in direct consequence of the discharge of their duties, in violation
12 of Labor Code § 2802, including, but not limited to, cellular phone expenses. Specifically,
13 when Plaintiff and Aggrieved Employees did record their meal breaks, they were required to
14 use their cellular phone to do so since they were making deliveries and away from the
15 company warehouse or showroom, but were not reimbursed for these expenses. Labor Code
16 § 2802 states that an employer must indemnify its employees for all necessary expenditures
17 or losses incurred by the employee in direct consequence of the discharge of their duties.
18 These instances violate Labor Code § 2802;

19
20 d. Failing to provide Plaintiff and other Aggrieved Employees with wage
21 statements that fully and accurately itemized the requirements set forth in Labor Code §§
22 226(a) and 226.3. Plaintiff and other Aggrieved Employees were not paid all wages due, as
23 stated above. As such, the wage statements provided by Defendants fail to accurately state all
24 gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
25 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
26 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
27 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
28 226.3; and

1 e. Failing to pay Plaintiff all wages due at the separation of Plaintiff's
2 employment based on the time frames required by Labor Code §§ 201 and 202. As stated
3 above, Plaintiff and other Aggrieved Employees were not paid all wages due during the course
4 of their employment and, as a result of this failure, they were not timely paid all wages due at
5 the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on
6 behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

7
8 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
9 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

10 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
11 The Labor Code violations alleged against Defendants herein arose throughout California, including
12 in San Joaquin County.

13 III.

14 PARTIES

15 A. Plaintiff

16 5. Plaintiff JOHN SANCHEZ was employed by Defendants from November 5, 2024
17 through July 16, 2025 as a non-exempt employee and worked in San Joaquin County, California.

18 B. Defendants

19 6. Defendant NATURWOOD HOME FURNISHINGS INCORPORATED is a
20 California corporation that employed Plaintiff and Aggrieved Employees throughout California,
21 including San Joaquin County, California.

22 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of Defendants sued herein as DOES 1 to 10, inclusive, were currently unknown to Plaintiff, who
24 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
25 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
26 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
27 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
28 designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 were and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1175, 1194 AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees were entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1175, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3, and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On July 25, 2025, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of July 25, 2025. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: October 1, 2025

Respectfully submitted,

GAINES LAW CORPORATION

By:

EVAN S. GAINES
Attorneys for Plaintiff