

Rodolfo Ruiz-Velasco, Esq. (SBN 265364)
RUIZ-VELASCO LAW FIRM
600 W. Broadway Suite 700
San Diego, CA 92101
Tel: (619) 800-5293
Fax: (619) 399-7047
rudy@rrv-law.com

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Superior Court of California,
County of San Diego

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By Kristin Sorianosos, Deputy Clerk

Attorneys for Plaintiffs GRICELDA RUIZ ORNELAS and
LAURA SAAVEDRA

SUPERIOR COURT OF CALIFORNIA

SAN DIEGO COUNTY

GRICELDA RUIZ ORNELAS, an individual;	)	CASE NO.: 37-2023-00014436-CU-WT-CTL
and LAURA SAAVEDRA, an individual,	)	COMPLAINT FOR DAMAGES:
	)	
Plaintiffs,	)	1. FAILURE TO PAY WAGES
	)	2. FAILURE TO TIMELY FURNISH
v.	)	ACCURATE ITEMIZED WAGE
	)	STATEMENTS
FRESH & CLEAN, INC.; JAY IMANI JOES,	)	3. UNFAIR BUSINESS PRACTICES
an individual; ROMINA LALCHANDANI, an	)	4. WAITING TIME PENALTIES
individual; and DOES 1 through 50, inclusive,	)	5. MEAL AND REST PERIOD
	)	VIOLATIONS
Defendants.	)	6. FAILURE TO REIMBURSE
	)	7. FAILURE TO PROVIDE A COPY OF
	)	PAYROLL RECORDS AND EMPLOYEE
	)	FILE AND FAILURE TO MAINTAIN
	)	ACCURATE TIME RECORDS
	)	8. PRIVATE ATTORNEYS GENERAL
	)	ACT OF 2004 ("PAGA") PER LABOR
	)	CODE §2699, et seq.
	)	9. WRONGFUL TERMINATION IN
	)	VIOLATION OF LABOR CODE
	)	SECTION 233
	)	10. WRONGFUL TERMINATION,
	)	RETALIATION, AND DISCRIMINATION
	)	IN VIOLATION OF FEHA
	)	11. WRONGFUL TERMINATION IN
	)	VIOLATION OF PUBLIC POLICY
	)	
	)	[IMAGED FILE]

Plaintiffs GRICELDA RUIZ ORNELAS, an individual, and LAURA SAAVEDRA, an individual, (collectively hereinafter “Plaintiffs”) allege as follows:

GENERAL ALLEGATIONS

The public policy of California declares:

It is the public policy of this state to vigorously enforce minimum labor standards in order to ensure employees are not required or permitted to work under substandard unlawful conditions or for employers that have not secured the payment of compensation and to protect employers who comply with the law from those who attempt to gain a competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

(Labor Code §90.5 subd. (a).)

Despite this clear mandate, DEFENDANTS blatantly violated the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders. Defendants willfully failed to pay all mandated overtime, failed to provide meal and rest periods and failed to pay them meal and rest period premiums, failed to reimburse business expenditures, and failed to provide and maintain proper employee records to their employees.

1. This lawsuit is brought in response to the Defendants' refusal to pay Plaintiffs and the other aggrieved employees all wages and premium wages that they earned during their employment with Defendants, failed to reimburse them for business expenditures, failed to provide them with proper records, among other Labor Code violations, and harassed and terminated Plaintiff in retaliation for reporting that she and the other employees were not being fully relieved of their duties during their meal and rest periods.

2. The acts complained of herein have occurred within the time period from four (4) years preceding the filing of the original Complaint herein (hereinafter, the “Relevant Time Period”).

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4. Venue is proper in Central Division of San Diego County Superior Court pursuant to Code of Civil Procedure §395(a) and §395.5, because *inter alia*, (a) the Defendants' and Defendant corporation's businesses are situated in this County and liabilities claimed occurred in this County, and (b) complaints regarding such issues may be filed in the Central Division.

5. Plaintiff GRICELDA RUIZ ORNELAS is an individual over the age of eighteen (18) and was an employee of Defendants during the last 4 years.

7. Plaintiffs are informed and believe that Defendant FRESH & CLEAN, INC. is a California Corporation that owns laundromat SUPREME CLEAN LAUNDRY, and possibly other businesses, and at all times mentioned herein operated its business within the jurisdiction of this Court.

3
COMPLAINT

CLEAN, INC., who violated and/or who caused to violate various Labor Code sections and other provisions regulating hours and days of work established by the Industrial Welfare Commission of the State of California rendering him individually liable pursuant to Labor Code Sections 558, 558.1, 1197.1, and 2699 et. seq. In addition, JAY IMANI JONES is an officer, director, and person acting either individually or as a managing agent, who paid or caused to be paid the Plaintiffs and the other aggrieved employees a wage less than the minimum, regular, and/or overtime rate of pay under the law, failed to relieve them of duties during their meal and rest periods, failed to reimburse, and failed to provide accurate records, or by an order of the commission and is therefore subject to a civil penalty, restitution of wages payable to the employee, and any applicable wages, damages and penalties plus fees and costs imposed pursuant to Labor Sections 203, 558, 558.1, and 2699 et. seq. Further, JAY IMANI JONES is a person who discriminated and retaliated against and terminated Plaintiffs for requesting sick leave and for requesting an accommodation regarding their disability, in violation of Labor Code § 233 and the California Fair Employment and Housing Act (FEHA) (Govt. C. §§12900-12996), which are all in violation of public policy.

9. Plaintiff is informed and believes that Defendant ROMINA LALCHANDI is an individual who during the relevant time period has owned, managed and operated and continues to own, manage and operate FRESH & CLEAN, INC., and who at all times mentioned in this Complaint herein resided within the jurisdiction of this Court. ROMINA LALCHANDI was and remains a person acting on behalf of FRESH & CLEAN, INC., on information and belief as the secretary and managing agent of FRESH & CLEAN, INC., who violated and/or who caused to violate various Labor Code sections and other provisions regulating hours and days of work established by the Industrial Welfare Commission of the State of California rendering her individually liable pursuant to Labor Code Sections 558, 558.1, 1197.1, and 2699 et. seq. In

1 addition, ROMINA LALCHANDI is an officer and person acting either individually or as a
2 managing agent, who paid or caused to be paid the Plaintiffs and the other aggrieved employees
3 a wage less than the minimum, regular, and/or overtime rate of pay under the law, failed to
4 relieve them of duties during their meal and rest periods, failed to reimburse, and failed to
5 provide accurate records, or by an order of the commission and is therefore subject to a civil
6 penalty, restitution of wages payable to the employee, and any applicable wages, damages and
7 penalties plus fees and costs imposed pursuant to Labor Sections 203, 558, 558.1, and 2699 et.
8 seq. Further, ROMINA LALCHANDI is a person who discriminated and retaliated against and
9 terminated Plaintiffs for requesting sick leave and for requesting an accommodation regarding
10 their disability, in violation of Labor Code § 233 and the California Fair Employment and
11 Housing Act (FEHA) (Govt. C. §§12900-12996), which are all in violation of public policy.
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13
14 10. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint
15 were licensed to do business and/or actually doing business in the State of California. Plaintiffs
16 do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to
17 50, inclusive and for that reason, DOES 1 to 50 are sued under such fictitious names pursuant to
18 California Code of Civil Procedure (“CCP”) §474. Plaintiffs will amend this Complaint to allege
19 such names and capacities as soon as they are ascertained.
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21 11. Plaintiffs are informed and believe and thereon allege that DOES 1 to 50,
22 inclusive, are former co-employers and/or joint employers of Plaintiffs.

23 12. Plaintiffs are informed and believe and thereon allege that DOES 1 to 50,
24 inclusive, are successors in interest to Defendants or are otherwise obligated to pay Plaintiffs the
25 wages due and owing to them, e.g. by way of statute, common law, quantum meruit, express
26 written contract, implied in fact contract, or by way of common counts such as money had and
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1 received. Plaintiffs reserve the right to augment the foregoing allegations to more clearly set
2 forth this Defendant's liability as discovery progresses and reveals the same.

3 13. Plaintiffs are informed and believe, and based upon such information and belief
4 allege that the Defendants, and each of them, are now and/or at all times mentioned in this
5 Complaint were in some manner legally responsible for the events, happenings and
6 circumstances alleged in this Complaint.
7

8 14. Plaintiffs are further informed and believe, and based upon such information and
9 belief alleges, that at all times herein mentioned, all Defendants, and each of them, were and are
10 the agents, servants, employees, joint venturers, and/or partners of each of the other Defendants,
11 and were, at all such times, acting within the course and scope of said employment and/or
12 agency; furthermore, that each and every Defendant herein, while acting as a high corporate
13 officer, director and/or managing agent, principal and/or employer, expressly directed, consented
14 to, approved, affirmed and ratified each and every action taken by the other co-Defendants, as
15 herein alleged and was responsible in whole or in part for the matters referred to herein.
16

17 15. Plaintiffs are further informed and believe, and based upon such information and
18 belief alleges, that at all times herein mentioned, Defendants, and each of them, proximately
19 caused Plaintiffs to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
20 damages alleged in this Complaint.
21

22 16. Plaintiffs are further informed and believe, and based upon such information and
23 belief alleges, that at all times herein mentioned, Defendants, and each of them were co-
24 employers and/or joint employers of Plaintiffs.

25 17. Defendants, and each of them, are now and/or at all times mentioned in this
26 Complaint were members of and/or engaged in a joint venture, partnership and common
27 enterprise, and were acting within the course and scope of, and in pursuit of said joint venture,
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1 partnership and common enterprise and, as such were co-employers and/or joint employers of
2 Plaintiffs.

3 18. Defendants, and each of them, at all times mentioned in this Complaint concurred
4 with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified the
5 various acts and omissions of each and every one of the other Defendants in proximately causing
6 the complaints, injuries and/or damages alleged in this Complaint.
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8 19. Plaintiffs are informed and believe and thereon alleges that at all times herein
9 mentioned, some of the Defendants DOES 1 through 50, Inclusive, were the *alter egos* of the
10 named Defendants. Plaintiffs are informed and believe and thereon allege that there exists such a
11 unity of interest and ownership between the named Defendants and DOES 1 through 50, that the
12 individuality and separateness of the named Defendants and DOES 1 through 50 has ceased to
13 exist. The business affairs of named Defendants and DOES 1 through 50, are, and at all times
14 relevant hereto were, so mixed and intermingled that the same cannot reasonably be segregated,
15 and the same are in inextricable confusion. Defendants, and at all times relevant hereto, used
16 each other as a mere shell and conduit for the conduct of certain of Defendants' affairs. The
17 recognition of the separate existence of Defendants would not promote justice, in that it would
18 permit Defendants to insulate themselves from liability to Plaintiffs. Accordingly, the named
19 Defendants constitute the *alter ego* of Defendants DOES 1 through 50, and the fiction of their
20 separate existence must be disregarded.
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23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES**

25 **(Against all Defendants)**

26 20. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
27 section as though fully set forth herein.
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1 21. Plaintiffs were each an “employee” of Defendants (as defined by section 350 of
2 the Labor Code) but Defendants failed to pay Plaintiffs and the other aggrieved employees all
3 wages earned for all hours worked. Plaintiffs and the other aggrieved employees were employed
4 as store clerks.

5 22. Pursuant to Labor Code section 1197, payment of less than the minimum wage
6 fixed by the commission is unlawful.

7 23. During the entire period of time that Plaintiffs and the other aggrieved employees
8 were employed by Defendants, and for the four (4) years preceding the filing of this lawsuit,
9 Defendants were required to compensate them at least at the minimum wage, but failed to carry
10 out their duties and responsibilities as an employer imposed under the laws and regulations of the
11 State of California and violated the law by failing to pay Plaintiffs and the other aggrieved
12 employees at least the minimum wage for all hours worked pursuant to all applicable wage
13 orders and in accordance with Labor Code sections 200, 226, 500, 510, 558.1, 1194, 1194.2
14 1197, and 1197.1.

15 24. Defendants regularly failed to pay Plaintiffs and the other aggrieved employees
16 all of the wages that they earned. Specifically, Defendants have intentionally failed to pay
17 Plaintiffs and the other aggrieved employees for all hours worked (“wage theft”), where
18 Defendants altered the time records by shaving them, causing the employees to not receive at
19 least the minimum, regular, and/or overtime wage for all of their hours worked.

20 25. In violation of state law, Defendants have knowingly and willfully refused to
21 perform their obligations to compensate Plaintiffs and the other aggrieved employees for
22 minimum and regular wages earned and all hours worked. As a direct result, Plaintiffs and the
23 other aggrieved employees have suffered, and continue to suffer, substantial losses related to the
24 use and enjoyment of such unpaid wages, lost interest on such wages, costs and attorneys’ fees in
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1 seeking to compel Defendants to fully perform its obligation under state law, all to their damage
2 in amounts according to proof at the time of trial, but in amounts in excess of the minimum
3 jurisdiction requirement of this Court. Defendants committed the acts alleged herein knowingly
4 and willfully, with wrongful and deliberate intent.
5

6 26. Defendants' conduct described herein violates Labor Code sections 200, 226, 500,
7 510, 558, 558.1, 1194, 1194.2, 1197, and 1197.1. As a proximate result of the aforementioned
8 violations, Plaintiffs and the other aggrieved employees have been damaged in an amount
9 according to proof at the time of trial, but in an amount in excess of the minimum jurisdiction
10 requirement of this Court. Therefore, pursuant to Labor Code sections 200, 203, 226, 558,
11 558.1, 1194, 1194.2, 1197, and 1197.1, Plaintiffs are entitled to recover the unpaid balance of
12 minimum wages and damages for minimum wage violations, including but not limited to LC
13 1194.2 liquidated damages in an amount to be proven at trial, plus interest, penalties, attorneys'
14 fees, expenses, and costs of suit.
15

16 27. Pursuant to Labor Code §200, "wages" includes all amounts for labor performed
17 by employees of every description, whether the amount is fixed or ascertained by the standard of
18 time, task, piece, commission basis, or other method of calculation.
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20 28. Plaintiffs and the other aggrieved employees have not been paid for all of their
21 hours worked at least at their regular rate of pay and are thus entitled to their earned unpaid
22 wages in an amount to be proven at trial, plus interest, penalties, attorneys' fees and costs.
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24 29. Under California law, including but not limited to, Labor Code sections 200, 226,
25 500, 510, 558, 558.1, and 1198, Defendants were required to compensate Plaintiffs and the other
26 aggrieved employees for all overtime, which is calculated at one and one-half (1.5) times the
27 regular rate of pay for hours worked in excess of forty (40) per week or after eight (8) in one day,
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1 and double time (2) times the regular rate of pay for hours worked on the seventh consecutive
2 work day, or after twelve (12) hours in any workday.

3 30. Throughout their employment with Defendants, Plaintiffs and the other aggrieved
4 employees several times worked overtime hours. Plaintiffs and the other aggrieved employees
5 are or were non-exempt employees entitled to overtime pay under California law, including but
6 not limited to Labor Code sections 200, 226, 500, 510, 558, 558.1, 1194 and 1198. Throughout
7 Plaintiff's employment, Defendants failed to pay Plaintiffs and the other aggrieved employees
8 for all overtime hours worked where Defendants altered their time records by shaving them (see
9 above).
10

11 31. Under the applicable wage orders, statutes and regulations, Plaintiffs and the other
12 aggrieved employees are entitled to one and one-half (1.5) times and double their regular rate of
13 pay for overtime work performed during the entire course of their employment with Defendants.
14

15 32. As a direct result, Plaintiffs and the other aggrieved employees have suffered
16 substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
17 and expenses and attorneys' fees in seeking to compel Defendants to fully perform its obligation
18 under state law, all to their respective damage in amounts according to proof at the time of trial,
19 but in amounts in excess of the jurisdiction of this Court. Defendants committed the acts alleged
20 herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiffs,
21 from improper motives amounting to malice, and in conscious disregard of Plaintiffs' rights.
22 Plaintiffs' are thus entitled to recover nominal, actual, compensatory damages in amounts
23 according to proof at the time of trial, but in amounts in excess of the jurisdiction of this Court.
24

25 33. Defendants' conduct described herein violates Labor Code sections 200, 226, 500,
26 510, 558, 558.1, 1194, and 1198. As a proximate result of the aforementioned violations,
27 Plaintiffs have been damaged in an amount according to proof at the time of trial, but in an
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1 amount in excess of the jurisdiction of this Court. Therefore, pursuant to Labor Code sections
2 200, 203, 226, 558, 558.1, 1198, and 1194, Plaintiffs are entitled to recover the unpaid balance of
3 overtime compensation Defendants owe to Plaintiffs in an amount to be proven at trial, plus
4 interest, penalties, attorneys' fees, expenses, and costs of suit.

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6 34. All accrued and earned vacation pay must be paid as wages at the time of
7 termination of an employee and earned vacation may not be forfeited by an employer pursuant to
8 Labor Code Sections 201, 202, 203, 227, and 227.3, and applicable Wage Orders.

9 35. Plaintiffs and the other aggrieved employees earned vacation pay per Defendants'
10 vacation pay policy that was not taken by the employee or paid by Defendants at the time of
11 separation. Defendants willfully failed to pay Plaintiffs and the other aggrieved employees their
12 earned vacation at the time of separation of their employment from Defendants. By Defendants'
13 failure to timely pay accrued vacation pay wages to Plaintiffs and the other aggrieved employees,
14 Defendants willfully violated the provisions of Labor Code Sections 201, 202, 203, 227, and
15 227.3, and applicable Wage Orders.

16
17 36. An employer must pay its employees sick leave pursuant to Labor Code Section
18 246, et seq. Defendants failed to pay for sick pay leave in violation of Labor Code Section 246,
19 et seq. Therefore, Plaintiffs are entitled to unpaid sick pay leave in an amount to be proven at
20 trial, plus interest, penalties, attorneys' fees and costs.

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1 **SECOND CAUSE OF ACTION**
2 **FAILURE TO TIMELY FURNISH**
3 **ACCURATE ITEMIZED WAGE STATEMENTS**
4 **(Pursuant to Labor Code §226(a) and (e))**
5 **(Against all Defendants)**
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7 37. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
8 section as though fully set forth herein.

9 38. Plaintiffs are informed and believe and thereon allege that Defendants, in
10 violation of Labor Code §226(a), engaged in a practice with respect to Plaintiffs and the other
11 aggrieved employees of regularly failing to furnish them with accurate, itemized statements in
12 writing showing (1) all gross wages earned, (2) all deductions, (3) net wages earned, (4) accurate
13 rate of pay during each respective pay period for which wages and premium wages have been
14 and continue to be due and owing, and/or (9) all applicable hourly rates in effect during the pay
15 period and the corresponding number of hours worked at each hourly rate by the employee, as
16 well as all other information required by section 226 of the Labor Code. Specifically,
17 Defendants failed to provide wage statements to Plaintiffs and the other aggrieved employees
18 showing the above required information to the employees' damage, and when Plaintiffs
19 requested the wage statements, Defendants would deny providing the wage statements to
20 Plaintiffs or make it very difficult for them to obtain the wage statements. This allowed
21 Defendants to get away with shaving the employees' time records and underpaying the
22 employees ("wage theft"). Further, Defendants pay some of the employees in cash under the
23 table and fail to provide them with any wage statements.
24

25 39. Plaintiffs seek damages and penalties pursuant to Labor Code §226(e) for each
26 violation by Defendants of Labor Code §226 and pursuant to §§ 226.3, 558, 558.1, plus
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1 attorneys' fees and costs. In addition, Plaintiffs seek preliminary and permanent injunctive relief
2 pursuant to Labor Code §226(h).

3 **THIRD CAUSE OF ACTION**

4 **UNFAIR BUSINESS PRACTICES**

5 **(BUSINESS & PROFESSIONS CODE §17200, et seq.)**

6 **(Against all Defendants)**

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8 40. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
9 section as though fully set forth herein.

10 41. Defendants have engaged in unfair business practices in California by utilizing
11 and engaging in an unlawful pattern and practice of failing to properly pay employee
12 compensation as described throughout this Complaint, specifically, by requiring the Plaintiffs
13 and the other aggrieved employees to perform work without proper payment of overtime,
14 regular, minimum, vacation, and sick leave pay earned, without meal and rest periods and
15 without meal and rest period premiums, failed to reimburse business expenditures, without
16 proper records, and failed to pay and report proper taxes to the US and California governments.
17 Defendants' use of such practices constitutes a statutorily illegal, and thus, unfair business
18 practice and provides an unfair advantage over Defendants' competitors.
19

20
21 42. Plaintiffs seek full restitution by Defendants as necessary and according to proof,
22 to restore any and all monies withheld, acquired and/or converted by the Defendants by means of
23 the unfair business practices complained of herein.

24 43. Plaintiffs seek the appointment of a receiver, as necessary, to oversee said
25 restitution, including all wages earned and unpaid, including interest thereon.

26 44. The acts complained of herein, occurred, at least in part, within the last 4 years
27 preceding this Complaint for Damages.
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45. Further, if Defendants are not enjoined from the unlawful conduct described above, Defendants will continue unabated in its unlawful conduct, which will continue to result in irreparable injury to members of the general public, including, but not limited to Plaintiffs and the other aggrieved employees, who are current and former employees of the Defendants, and for which there is no adequate remedy at law. Thus, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT

WAITING TIME PENALTIES PURSUANT TO LABOR CODE §203

(Against all Defendants)

46. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this section as though fully set forth herein.

47. Defendants failed to pay Plaintiffs and the other aggrieved employees all earned wages upon the separation of their employment with Defendants in violation of Labor Code sections 201 and 202, including but not limited to, overtime, minimum, regular, vacation, sick pay, and meal and rest period premium wages. Defendants have several times paid their employees late and have paid them with NSF paychecks, causing damages to the employees in violation of Labor Code §204.

48. Defendants' failure to pay Plaintiffs and the other aggrieved employees all wages due was willful and done with malice. Plaintiffs and the other aggrieved employees are therefore entitled to penalties and damages pursuant to Labor Code §203, 204, and pursuant to §§ 558, 558.1, plus attorneys' fees and costs.

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1 **FIFTH CAUSE OF ACTION**

2 **MEAL AND REST PERIOD VIOLATIONS**

3 **LABOR CODE §§ 226.7 and 512**

4 **(Against all Defendants)**

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6 49. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
7 section as though fully set forth herein.

8 50. Under California Labor Code sections 226.7, 512 and California Wage Orders,
9 Off Duty Meal Periods of 30 minutes are required for all non-exempt employees who work at
10 least 5 hours in a shift, except that when a work period of not more than 6 hours will complete
11 the day's work then the meal period may be waived by mutual consent of the employer and
12 employee. Time records of meal periods must be kept except that meal periods during which
13 operations cease need not be recorded. Employers must provide non-exempt employees 2 Off
14 Duty Rest Periods of 10 minutes each in a normal 8 hour shift. Rest Periods need not be
15 recorded. The Meal Periods are unpaid unless the employee is not fully relieved of all duties.
16 Rest Periods must be paid. An employer who fails to provide off duty meal and rest periods
17 (breaks) must pay the employee an additional 1 hour regular pay for each category of break not
18 provided in a work day.
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21 51. At all times mentioned herein, Defendants violated Labor Code sections 226.7
22 and 512 by refusing to allow Plaintiffs and the other aggrieved employees to be fully relieved of
23 their duties during their meal and rest periods. Defendants did not allow Plaintiffs and the
24 aggrieved employees to be fully relieved of their duties during their meal and rest periods, and
25 were required to work through them since, for instance, there was no one to cover them at the
26 store locations, and thus had to remain working at the store location. Some employees also had to
27 work through their meal periods even though they were clocked out for the meal periods or had
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1 to take their meal periods after 5 hours of work. Further, Defendant JAY IMANI JONES would
2 yell at Plaintiffs and the other aggrieved employees if he saw them outside the store during their
3 meal or rest period and required them to stay inside the store.

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5 52. Accordingly, Plaintiffs and the other aggrieved employees are entitled to seek
6 damages available pursuant to the Labor Code, including but not limited to Labor Code sections
7 226.7, 512, 558, and 558.1 in an amount proven at trial, plus interest, penalties, fees, and costs.

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9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO REIMBURSE**

11 **(Against All Defendants)**

12 53. Plaintiffs incorporate by reference and re-allege each and every one of the
13 allegations contained in this Complaint as though fully set forth herein.

14 54. Pursuant to Labor Code §2802(a), an employer shall indemnify his or her
15 employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
17 the employer.

18
19 55. Defendants required Plaintiffs and the other aggrieved employees to incur
20 expenditures including but not limited to bank fees incurred due to Defendants paying them with
21 not sufficient funds (NSF) paychecks which bounced. Defendants, however, failed to reimburse
22 Plaintiffs and the other aggrieved employees for such expenditures.

23
24 56. Therefore, pursuant to Labor Code §§ 2802(c) and 558.1, Plaintiffs and the other
25 aggrieved employees are entitled to recover reimbursement for all necessary expenditures for
26 bank fees incurred due to Defendants paying them with NSF paychecks that bounced, and other
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1 business expenditures incurred in discharge of their daily duties for Defendants in an amount to
2 be proven at trial, plus interest, plus penalties, attorneys' fees, expenses, and costs of suit.

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4 **SEVENTH CAUSE OF ACTION**

5 **EMPLOYEE FILE & PAYROLL RECORDS VIOLATION**

6 **LABOR CODE §§ 1198.5, 432, 226(b), (c), and (f), 1174.5**

7 **(Against all Defendants)**

8
9 57. Plaintiffs incorporate by reference and re-allege each and every one of the
10 allegations contained in this Complaint as though fully set forth herein.

11 58. On or about November 18, 2022, Plaintiff GRICELDA RUIZ ORNELAS,
12 through her counsel, requested in writing that Defendants provide Plaintiff with a copy of certain
13 documents in her employee file and payroll and time records. Defendants failed to timely furnish
14 Plaintiff with a copy of her employee file and payroll and time records in violation of Labor
15 Code §§432, and 226(b),(c), (f), and 1198.5; IWC Orders 1 through 15, Section 7, and IWC
16 Order 16, Section 6. Plaintiff GRICELDA RUIZ ORNELAS is entitled to recover any and all
17 penalties and compensation provided by the Labor Code, including the above mentioned sections
18 and sections 558 and 558.1, for Defendant's failure to furnish the requested personnel and
19 payroll and time records including at least \$750.00 in penalties pursuant to LC §§226(f) and
20 1198.5, plus attorneys' fees and costs.

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23 59. Pursuant to Labor Code §1174(d), Defendants have a legal obligation to "[k]eep,
24 at a central location in the state or at the plants or establishments at which employees are
25 employed, payroll records showing the hours worked daily by and the wages paid to, and the
26 number of piece-rate units earned by and any applicable piece rate paid to, employees employed
27 at the respective plants or establishments."
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60. Defendants failed to maintain records of Plaintiffs' and the other aggrieved employees' accurate hours worked which Defendant was required to keep pursuant to Labor Code §1174(d) because Defendants would alter the time records and shave the employees' time worked ("wage theft"). Therefore, Defendants violated Labor Code §1174(d) by failing to collect and keep records indicating the accurate daily hours worked by Plaintiffs and the other aggrieved employees.

61. Pursuant to Labor Code §1174.5, “any person employing labor who willfully fails to maintain... accurate and complete records required by subdivision (d) of Section 1174... shall be subject to a civil penalty of five hundred dollars (\$500).” Accordingly, Defendants are required to pay Plaintiffs an additional \$500.00 along with consequential damages.

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)

PER LABOR CODE §2699, et seq.

(Against All Defendants)

62. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this section as though fully set forth herein.

63. On or about January 23, 2023, pursuant Labor Code sections 2699(a) and 2699.3, Plaintiffs, through their counsel, provided notice in writing by online submission to the California Labor Workforce Development Agency (“LWDA”) and via certified US Mail to Defendants and each of them, that Plaintiffs intended to assert a PAGA claim pursuant to section 2699(a) on their own behalf, and in a representative capacity on behalf of other aggrieved employees of Defendants, for Defendants’ violations of specified provisions of the California Labor Code. See Exhibit 1 attached to this Complaint. The LWDA did not respond within 65 days.

1 64. As a result, Plaintiffs have perfected their right to sue Defendants in a civil action,
2 and to collect statutory penalties, pursuant to Labor Code section 2699.3(a)(2)(A)(1) on behalf of
3 all aggrieved employees (PAGA Employees).

4
5 65. As a result of the acts alleged throughout this Complaint, Plaintiffs bring this
6 action on their own behalf, and in a representative capacity on behalf of other current or former
7 aggrieved employees (PAGA Employees), for penalties pursuant to California Labor Code
8 section 2699 for Defendants' violations of the enumerated Labor Code sections, including, but
9 not limited to sections 200, 201, 202, 203, 204, 210, 216, 220, 221, 222, 223, 224, 225.5, 226,
10 226.3, 226.7, 227, 227.3, 233, 246, 510, 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1175, 1194,
11 1194.2, 1197.1, 1198, 1198.5, 1199, 1770-1781, and 2802.

12
13 66. Pursuant to California Labor Code section 2699, Plaintiff and PAGA Employees
14 are entitled to be awarded twenty-five (25%) percent of all penalties due under California law, in
15 addition to interest, attorney's fees and costs.

16
17 67. The Court should award seventy-five (75%) percent of all penalties due under
18 California law to the State of California.

19 68. Plaintiff, on behalf of the State of California and the aggrieved employees,
20 therefore seeks to recover from Defendants, and each of them, allowable damages and civil
21 penalties for the violations claimed above regarding Plaintiff's claims, plus interest, costs, and
22 attorneys' fees, plus civil penalties regarding the other aggrieved employees' claims in an
23 amount according to proof at trial, in accordance with Labor Code sections 2699, *et seq.*

24
25 69. Labor Code Section 558 states that "[a]ny employer or *other person* acting on
26 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
27 provision regulating hours and days of work in any order of the Industrial Welfare Commission
28

1 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
2 each underpaid employee for each pay period for which the employee was underpaid in addition
3 to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
4 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
5 was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
6 recovered pursuant to this section shall be paid to the affected employee. The Section goes on to
7 state that “[t]he civil penalties provided for in this section are in addition to any other civil or
8 criminal penalty provided by law.”
9

10 70. Labor Code Section 558.1(a) provides in pertinent part: “Any employer or other
11 person acting on behalf of an employer, who violates, or causes to be violated, any provision
12 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
13 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
14 2802, may be held liable as the employer for such violation.”
15

16 71. Defendants violated/violate, or caused/causes to be violated, multiple sections of
17 the Labor Code as well as provisions regulating hours and days of work in any order of the
18 Industrial Welfare Commission including those requiring payment of minimum and regular
19 wages and payment of overtime wages, meal and rest periods, records violations, as set forth in
20 detail throughout this Complaint.
21

22 72. Accordingly, Plaintiff is also entitled to recovery of wages, premium wages,
23 damages, and penalties pursuant to Labor Code Sections 558 and 558.1.
24

25 ///

26 ///

27 ///

1 **NINTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE §233**

3 **(Against all Defendants)**

4 73. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
5 section as though fully set forth herein.
6

7 74. Labor Code §233(c) provides in pertinent part that “[a]n employer shall not deny
8 an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or
9 in any manner discriminate against an employee for using, or attempting to exercise the right to
10 use, sick leave to attend to an illness...” Labor Code §233(d) provides that “[a]ny employee
11 aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or
12 one day’s pay, whichever is greater, and to appropriate equitable relief.”
13

14 75. Defendants have a pattern and practice of terminating employees who request sick
15 leave. Plaintiff GRICELDA RUIZ ORNELAS notified Defendants in August 2022 that she was
16 taking days off per her doctor's note due to hospitalization caused by her kidney disability and
17 that she would be back on or about September 1, 2022. After this, Defendants retaliated against
18 her and falsely accused her of wrongdoings to terminate her employment. Eventually, Defendant
19 JAY IMANI JONES terminated her employment and told her that he would call her when he
20 needed her, but instead replaced Plaintiff GRICELDA RUIZ ORNELAS with another employee.
21

22 76. In September 2022, Plaintiff LAURA SAAVEDRA requested time off until
23 November 2022 per her doctor's note regarding her Buerger's disease disability. Defendant JAY
24 IMANI JONES approved and said it was fine. When Plaintiff LAURA SAAVEDRA came back
25 to work in November 2022, Defendants had replaced Plaintiff LAURA SAAVEDRA and
26 Defendant JAY IMANI JONES told her that there was no work for her and that he would call her
27
28

1 when there was work again for her. Defendants never called Plaintiff LAURA SAAVEDRA
2 back to work.

3
4 77. As a direct and proximate result of Defendants' unlawful actions against Plaintiffs
5 as alleged above, Plaintiffs have been harmed in that Plaintiffs have suffered the loss of the
6 wages, salary, benefits, and additional amounts of money Plaintiffs would have received if
7 Plaintiffs' employment had not been wrongfully terminated by Defendants. Additionally, as a
8 result of Defendants' wrongful actions alleged above, Plaintiffs have been harmed in that
9 Plaintiffs have suffered intangible loss of such employment-related opportunities such as
10 continued experience in the positions from which Plaintiffs were terminated, and for further
11 experience in positions that Plaintiffs would have been promoted had their employment not been
12 terminated. As a result of Defendants' conduct, Plaintiffs have suffered damages in an amount
13 to be determined at trial and according to proof, plus fees and costs.
14

15 78. As a further proximate result of Defendants' wrongful actions against Plaintiffs as
16 alleged above, Plaintiffs have been harmed in that Plaintiff has suffered humiliation, mental
17 anguish, and severe emotional and physical distress, and has been injured in mind and body, in
18 an amount to be determined at trial and according to proof.
19

20 79. The above-recited actions of Defendants in wrongfully terminating Plaintiffs' and
21 other employees' employment were done with malice, fraud, oppression, and reckless disregard
22 of the Plaintiffs' rights under the Labor Code and within the meaning of California Civil Code
23 section 3294. Plaintiffs are therefore entitled to punitive and exemplary damages in an amount
24 sufficient to punish and make an example of Defendants.
25

26 /././

27 /././

28

TENTH CAUSE OF ACTION
WRONGFUL TERMINATION, RETALIATION, DISABILITY DISCRIMINATION
AND FAILURE TO ACCOMMODATE A DISABILITY IN VIOLATION OF FEHA
(Against all Defendants)

80. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this section as though fully set forth herein.

81. At all times mentioned herein, the Fair Employment and Housing Act, Govt. Code §§ 12900-12996 (hereinafter “FEHA”), was in full force and effect and binding on Defendant. These statutes required Defendants to refrain from discriminating against any employee on the basis of disability, including failure to accommodate a disability. Within the time provided under FEHA, Plaintiff filed complaints against Defendants with the Department of Fair Employment and Housing alleging failure to accommodate a disability and wrongful termination, all based on disability discrimination in full compliance with these sections, and received right-to-sue letters. Attached hereto and incorporated herein by reference as Exhibit “1” are true and correct copies of the right-to-sue notices received by Plaintiffs.

82. FEHA not only prohibits discrimination, it affirmatively requires employers to reasonably accommodate employees’ disabilities, and to engage in the interactive process with its employees in determining a reasonable accommodation. A separate action can be maintained for the employer’s failure to provide reasonable accommodation, as well as for failure to engage in the interactive process. CAL. GOV’T CODE §12940(m),(n); *Claudio v. Regents of the Univ. of Cal. I*, 134 Cal.App.4th 224, 242-243 (2005). It is also unlawful for an employer to discriminate against an employee based upon the employer’s perception that the employee is a member of a protected class.

///

1 83. Under California Government Code §12940, et seq. and the Fair Employment and
2 Housing Act, an employer is prohibited from discriminating against an employee because the
3 employee has a mental or physical disability or a medical condition. CAL. GOV'T CODE
4 §12940(a). The employer has an affirmative duty to accommodate disabled workers. *Sargent v.*
5 *Litton Systems, Inc.*, 841 F.Supp. 956, 962 (N.D. Cal. 1994) (duty to make reasonable
6 accommodations to enable disabled employee to get to work). The duty arises even if the
7 employee has not requested any accommodation, so long as the employer is aware of the
8 disability. *Prilliman v. United Air Lines, Inc.*, 53 Cal.App.4th 935, 949-950 (1997). Giving a
9 disabled employee time to recuperate or heal by leaving their job open for a period of time is a
10 reasonable accommodation, "where it appears likely that the employee will be able to return to
11 an existing position at some time in the foreseeable future." *Jensen v. Wells Fargo Bank*, 85
12 Cal. 4th 245, 263 (2000).

15 84. Plaintiffs had an excellent record as store clerks and were dedicated to their
16 positions. Defendants have a pattern and practice of terminating employees who have a disability
17 and/or who request an accommodation for their disability.

19 85. Plaintiff GRICELDA RUIZ ORNELAS requested accommodation and time off to
20 Defendants in August 2022 per her doctor's note due to hospitalization caused by her kidney
21 disability and that she would be back on or about September 1, 2022. Plaintiff GRICELDA
22 RUIZ ORNELAS also has a knee disability which causes her to limp and which requires her to
23 sit down for 15 minutes every hour per her doctor's instruction. Due to these reasons, Defendants
24 retaliated and discriminated against Plaintiff GRICELDA RUIZ ORNELAS and falsely accused
25 her of wrongdoings to terminate her employment. Eventually, Defendant JAY IMANI JONES
26 terminated her employment and told her that he would call her when he needed her, but instead
27
28

1 replaced Plaintiff GRICELDA RUIZ ORNELAS with another employee, as he has done with
2 many other employees.

3
4 86. In September 2022, Plaintiff LAURA SAAVEDRA requested an accommodation
5 and time off until November 2022 per her doctor's note regarding her Buerger's disease
6 disability. Defendant JAY IMANI JONES approved and said it was fine. When Plaintiff
7 LAURA SAAVEDRA came back to work in November 2022, Defendants had replaced Plaintiff
8 LAURA SAAVEDRA and Defendant JAY IMANI JONES told her that there was no work for
9 her and that he would call her when there was work again for her. Defendants never called
10 Plaintiff LAURA SAAVEDRA back to work and replaced her employment, as they have done
11 with many other employees.
12

13 87. As a direct and proximate result of Defendants' unlawful actions against Plaintiffs
14 as alleged above, Plaintiffs have been harmed in that Plaintiffs have suffered the loss of the
15 wages, salary, benefits, and additional amounts of money Plaintiffs would have received if
16 Plaintiffs' employment had not been wrongfully terminated by Defendants. Additionally, as a
17 result of Defendants' wrongful actions alleged above, Plaintiffs have been harmed in that
18 Plaintiff have suffered intangible loss of such employment-related opportunities such as
19 continued experience in the position from which Plaintiffs were terminated, and for further
20 experience in positions that Plaintiffs would have been promoted had their employment not been
21 terminated. As a result of Defendants' conduct, Plaintiffs have suffered damages in an amount
22 to be determined at trial and according to proof.
23
24

25 88. As a further proximate result of Defendants' wrongful actions against Plaintiffs as
26 alleged above, Plaintiffs have been harmed in that Plaintiffs have suffered humiliation, mental
27 anguish, and severe emotional and physical distress, and have been injured in mind and body, in
28 an amount to be determined at trial and according to proof.

89. The above-recited actions of Defendants in wrongfully terminating Plaintiffs' and other employees' employment were done with malice, fraud, oppression, and reckless disregard of the Plaintiffs' rights under the Government Code and within the meaning of California Civil Code section 3294. Plaintiffs are therefore entitled to punitive and exemplary damages in an amount sufficient to punish and make an example of Defendants.

90. By reason of the conduct of Defendant herein, Plaintiffs have retained attorneys to prosecute their claims under FEHA. Plaintiffs are therefore entitled to recover reasonable attorneys' fees and costs pursuant to Govt. Code §12965(b), in addition to other damages as provided by law and as alleged herein. Plaintiffs have obtained a right to sue pursuant to FEHA. Plaintiff GRICELDA RUIZ ORNELAS' right to sue is attached hereto as Exhibit 2; Plaintiff LAURA SAAVEDRA's right to sue is attached hereto as Exhibit 3.

91. Pursuant to Govt. Code §§ 12940, et seq., employees shall not treat their employees differently in terms, compensation, conditions and privileges of employment because of a disability. Defendants violated Plaintiffs' civil rights and violated Govt. Code §§ 12940, et seq., when they terminated them.

ELEVENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against All Defendants)

92. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this section as though fully set forth herein.

93. California Labor Code §233 generally prohibits employers from terminating employees for requesting sick leave, and California FEHA generally prohibits employers from

1 discriminating and retaliating against and terminating employees who request an accommodation
2 for their disability and who have a perceived or actual disability.

3
4 94. Plaintiffs believe and allege that Defendants terminated Plaintiffs' employment
5 because they requested sick leave and accommodation regarding their disability and because of
6 their disability.

7
8 95. Based on the misconduct alleged in this Complaint, Plaintiffs believe and allege
9 that Plaintiffs' termination was wrongful because it was in violation of the public policy of the
10 State of California in that Plaintiffs' termination was based on Defendants' violations of the
11 above-mentioned laws.

12
13 96. In terminating Plaintiffs for these reasons and under the circumstances alleged
14 herein, Defendants' discharge of Plaintiffs violated the public policy of the State of California, as
15 expressed in provisions of the above-mentioned laws.

16
17 97. As a direct, foreseeable, and proximate result of Defendants' wrongful
18 termination of Plaintiffs in violation of the public policy of the State of California, Plaintiffs
19 sustained damages in the form of lost and continued loss of income and benefits, loss of
20 professional advancement and reputation, and has suffered and continues to suffer humiliation,
21 embarrassment, mental and emotional distress, and discomfort all to Plaintiffs' damage in an
22 amount to be proven at trial, but in excess of the jurisdictional amount.

23
24 98. In doing the things herein alleged, Defendants are guilty of oppression, fraud and
25 malice, and, insofar as the things alleged were attributable to employees of Defendants, said
26 employees were employed by Defendants with advance knowledge of the unfitness of the
27 employees and they were employed with a conscious disregard for the rights of others; or
28 Defendants authorized or ratified the wrongful conduct; or there was advance knowledge,

conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of an officer, director or managing agent of defendants all entitling Plaintiffs to the recovery of exemplary and punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

1. For compensatory damages, including but not limited to, those pursuant to Labor Code §§ 200, 201, 203, 218, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 233, 246, 350-356, 500, 510, 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197.1, 1198, 1198.5, 1770-1781, 2802, 2699, et seq., California Wage Orders, and other statutes and laws;
2. For special damages according to proof;
3. For general damages according to proof;
4. For pre-judgment interest pursuant to all applicable statutes including but not limited to, Labor Code §§218.6, et seq., loss of earnings damages, and pursuant to Civil Code §§ 3287(b) and 3289;
5. For penalties pursuant to Labor Code §§ 203, 225.5, 226, 226(f) and 1198.5, 226.3, 226.7, 233, 246, 350-356, 98.6, 1102.5, 512, 558, 558.1, 1174.5, 1194.2, 1197.1, 2802, civil penalties pursuant to section 2699, et seq., 1102.5, and other statutes and laws;
6. For all damages available pursuant to all applicable sections of the Labor Code;
7. For injunctive relief pursuant to Labor Code §226(h);
8. For an award of reasonable attorneys' fees and costs;
9. For restitution of all monies due to Plaintiff and disgorged profits from the unlawful business practices of Defendants;
10. For all remedies available pursuant to Business and Professions Code section 17200 et seq.;

- 1 11. For punitive and exemplary damages;
2 12. For all other appropriate injunctive, declaratory and equitable relief;
3 13. For interest to the extent permitted by law; and
4 14. For such other and further relief as the Court may deem proper.
5

6 Dated: April 7, 2023

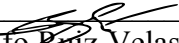
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Rodolfo Ruiz-Velasco, Esq.
Attorneys for Plaintiffs
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EXHIBIT 1

RUIZ-VELASCO LAW FIRM

January 23, 2023

Via Electronic Submission

California Labor & Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

By Certified Mail

Mr. Jay Imani Jones
Ms. Romina Lalchandani
Fresh & Clean, Inc.
2684 West Canyon Ave
San Diego, CA 92123

Re: **Ruiz Ornelas v. Fresh & Clean, Inc., et al.**

To Whom It May Concern:

We represent Gricelda Ruiz Ornelas individually and on behalf of all other individuals (collectively “Plaintiffs”) who are either former or current employees of Fresh & Clean, Inc., a California Corporation doing business as Supreme Clean Laundry, and its owners, officers, and managing agents Jay Imani Jones and Romina Lalchandani (collectively “Defendants”). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant’s Labor Code violations and of our client’s intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as store clerks for Defendants. Defendants fail to pay Plaintiffs for all hours worked (“wage theft”) and fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their meal and rest periods but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during their meal and rest periods because Defendants require them to work through their meal and rest periods and do not allow them to leave the store, and even if they were allowed, they are not able to because they would not be able to complete their required tasks and no one would be able to cover them at the store. These violations also cause unpaid

wages violations. As a result, Plaintiffs are owed meal and rest period premium wages, minimum and overtime wages, plus interest and penalties.

As a consequence of the above violations, Defendants have failed to provide paycheck statements with accurate hours worked and gross wages and premium wages earned, all deductions, all net premium wages earned as required by Labor Code Section 226. Further, on or about November 18, 2022, Ms. Ruiz Ornelas requested in writing through her attorneys a copy of her employee file and records pursuant to LC 226, 1198.5, and 432. Defendants failed to timely provide any records in response in violation of LC 226, 1198.5, and 432. To date, they have not provided any records.

Plaintiffs were not paid all of their premium and other wages owed at the time of their separation of work in violation of LC §§ 203 and 204.

Jay Imani Jones and Romina Lalchandani, as the owners, officers, directors, and/or managing agents of Fresh & Clean, Inc. are jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 1197.1, and others.

The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Taking of gratuities from aggrieved employees is a violation of Labor Code sections 350-356. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants' misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

California Labor & Workforce Development Agency
Re: Ruiz Ornelas v. Fresh & Clean, Inc., et al.
January 23, 2023
Page 3

Accordingly, Plaintiffs respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the aforementioned violations. If the LWDA declines to pursue enforcement, Plaintiffs will pursue these claims for statutory penalties on behalf of themselves and all other current and former employees. If you have any questions or concerns regarding the above, do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Rodolfo Ruiz-Velasco', with a stylized, flowing script.

Rodolfo Ruiz-Velasco, Esq.

EXHIBIT 2



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

April 7, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202304-20181806

Right to Sue: Ruiz Ornelas / Fresh & Clean, Inc. dba Supreme Clean Laundry et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
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April 7, 2023

Gricelda Ruiz Ornelas
600 W. Broadway Suite 700
San Diego, CA 92101

RE: Notice of Case Closure and Right to Sue

CRD Matter Number: 202304-20181806

Right to Sue: Ruiz Ornelas / Fresh & Clean, Inc. dba Supreme Clean Laundry et al.

Dear Gricelda Ruiz Ornelas:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective April 7, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

KEVIN KISH, DIRECTOR

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To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Gricelda Ruiz Ornelas

CRD No. 202304-20181806

Complainant,

vs.

Fresh & Clean, Inc. dba Supreme Clean Laundry
2684 West Canyon Ave
San Diego, CA 92123

Jay Jones
2684 West Canyon Ave
San Diego, CA 92123

Romina Lalchandani
2684 West Canyon Ave
San Diego, CA 92123

Respondents

1. Respondent **Fresh & Clean, Inc. dba Supreme Clean Laundry** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Jay Jones** individual as Co-Respondent(s).
Complainant is naming **Romina Lalchandani** individual as Co-Respondent(s).

3. Complainant **Gricelda Ruiz Ornelas**, resides in the City of **San Diego**, State of **CA**.

4. Complainant alleges that on or about **November 7, 2022**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric) and as a result of the discrimination was terminated, suspended, denied accommodation for a disability, denied family care and

1 medical leave (cfra) related to serious health condition of employee or family member, child
2 bonding, or military exigencies.

3 **Complainant experienced retaliation** because complainant requested or used a disability-
4 related accommodation, requested or used family care and medical leave (cfra) related to
5 serious health condition of employee or family member, child bonding, or military exigencies
6 and as a result was terminated, suspended, denied accommodation for a disability, denied
7 family care and medical leave (cfra) related to serious health condition of employee or family
8 member, child bonding, or military exigencies.

9 **Additional Complaint Details:** Employee took 3 days off per doctor's note due to
10 hospitalization caused by kidney disability. Employee also has knee disability which causes
11 her to limp and which requires her to sit down for 15 minutes every hour per her doctor's
12 instruction. After this, Employer retaliated against her and falsely accused her of
13 wrongdoings to terminate her employment. Eventually, Employer terminated her and told
14 her that he would call her when he needed her, but instead replaced Employee and
15 effectively terminated her.

1 VERIFICATION

2 I, **Rodolfo Ruiz-Velasco**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On April 7, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, CA**
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EXHIBIT 3



Civil Rights Department

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calcivilrights.ca.gov | contact.center@dfeh.ca.gov

April 7, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202304-20204107

Right to Sue: Saavedra / Fresh & Clean, Inc. dba Supreme Clean et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@dfeh.ca.gov

April 7, 2023

Laura Saavedra
600 W. Broadway Suite 700
San Diego, CA 92101

RE: Notice of Case Closure and Right to Sue

CRD Matter Number: 202304-20204107

Right to Sue: Saavedra / Fresh & Clean, Inc. dba Supreme Clean et al.

Dear Laura Saavedra:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective April 7, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
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To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Laura Saavedra

CRD No. 202304-20204107

Complainant,

vs.

Fresh & Clean, Inc. dba Supreme Clean
2684 West Canyon Ave
San Diego, CA 92123

Jay Jones
2684 West Canyon Ave
San Diego, CA 92123

Romina Lalchandani
2684 West Canyon Ave
San Diego, CA 92123

Respondents

1. Respondent **Fresh & Clean, Inc. dba Supreme Clean** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Jay Jones** individual as Co-Respondent(s).
Complainant is naming **Romina Lalchandani** individual as Co-Respondent(s).

3. Complainant **Laura Saavedra**, resides in the City of **San Diego**, State of **CA**.

4. Complainant alleges that on or about **November 30, 2022**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated, suspended, denied

1 accommodation for a disability, denied employer paid health care while on family care and
2 medical leave (cfra).

3 **Complainant experienced retaliation** because complainant requested or used a disability-
4 related accommodation, requested or used family care and medical leave (cfra) related to
5 serious health condition of employee or family member, child bonding, or military exigencies
6 and as a result was terminated, suspended, denied accommodation for a disability.

7 **Additional Complaint Details:** In September of 2022, Employee requested accommodation
8 and time off until November 2022 per her doctor's note regarding her Buerger's disease
9 disability. Employer said it was fine. When Employee came back to work in November 2022,
10 Employer had replaced Employee and told Employee that there was no work her and that
11 he would call her when there was work again for her. Employer never called Employee back
12 to work, and effectively terminated Employee due to her disability.

1 VERIFICATION

2 I, **Rodolfo Ruiz-Velasco**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On April 7, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, CA**
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