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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Melinda McClure, Deputy Clerk

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF SAN DIEGO

11 STANLEY SINGLETON, on behalf of
12 himself, all other aggrieved employees, and the
13 general public,

14 Plaintiffs,

15 v.

16 DIGIUS ENTERPRISES, LLC; ALI DIGIUS;
17 UTOPIA MANAGEMENT, INC.; URBAN
18 COAST PROPERTIES, INC.; and DOES 1-
19 100, inclusive,

20 Defendants.

Case No.: 37-2023-00005824-CU-OE-CTL

FIRST AMENDED COMPLAINT

1. Failure to Pay Wages – LC § 1194
2. Waiting Time Penalty – LC § 203
3. Failure to Provide Compliant Wage Statements and Keep Records – LC § 226
4. Unfair Business Practices – BPC § 17200
5. Whistleblower Retaliation – LC § 1102.5
6. Civil Penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) – LC § 2699

21 Complaint Filed 02/09/2023
22 Judge Carolyn Caietti
23 Department C-70

1 Plaintiff STANLEY SINGLETON (hereinafter “Plaintiff” or “SINGLETON”) on behalf of
2 himself, all other aggrieved employees, and the general public (hereinafter collectively referred to
3 as “Plaintiffs”), for causes of action against Defendants DIGIUS ENTERPRISES, LLC (hereinafter
4 “ENTERPRISES”); ALI DIGIUS (hereinafter “DIGIUS”); UTOPIA MANAGEMENT, INC.
5 (hereinafter “UTOPIA”); URBAN COAST PROPERTIES, INC. (hereinafter “URBAN”); and
6 DOES 1-100, inclusive (hereinafter collectively referred to as “Defendants”), alleges as follows:

7 **JURISDICTION**

8 1. This action arises out of acts, representations and events occurring throughout
9 California with respect to Plaintiffs.

10 2. Venue is appropriate in San Diego County because Plaintiffs are informed and
11 believe that at all times mentioned herein, several Defendants’ principal addresses were located in
12 San Diego County.

13 3. Whenever in this Complaint reference is made to any act, deed, or conduct of
14 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
15 one or more of their officers, directors, agents, employees, or representatives, who were actively
16 engaged in the management, direction, control, or transaction of the ordinary business and affairs of
17 Defendants.

18 4. Plaintiffs are ignorant of the true names and capacities, whether individual,
19 corporate, associate or otherwise, of the Defendants sued herein as DOES 1-100, inclusive and
20 therefore sues said Defendants (the “Doe Defendants”) by such fictitious names. Plaintiffs will
21 amend this Complaint to plead the true names and capacities of the Doe Defendants at such
22 time as the identities of the Doe Defendants have been ascertained.

23 5. Plaintiffs are informed and believe, and thereon allege, that Defendants
24 ENTERPRISES, DIGIUS, UTOPIA, URBAN, and DOES 1-100, inclusive, are the partners, agents,
25 or principals and co-conspirators of Defendants, and of each other; that named Defendants and the
26 Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the
27 performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts
28 and conduct, and therefore each of the named Defendants and Doe Defendants are liable to Plaintiffs

1 to the extent of the liability of the Defendants as alleged herein.

2 6. Plaintiffs are further informed and believe, and thereon allege, that at all times herein
3 material, ENTERPRISES, UTOPIA, URBAN, and entity Doe Defendants were completely
4 dominated and controlled by DIGIUS and unknown Doe Defendants, and each was the alter ego of
5 the other in a single enterprise. At those times, a unity of interest and ownership between
6 ENTERPRISES, UTOPIA, URBAN, and entity Doe Defendants on the one hand, and DIGIUS and
7 unknown Doe Defendants on the other hand existed such that the separate personalities of these
8 entities did not in reality exist. Additionally, Plaintiffs would suffer an inequitable harm if the
9 actions of ENTERPRISES, UTOPIA, URBAN, and entity Doe Defendants were not treated as the
10 acts of all Defendants. Plaintiffs are further informed and believe, and thereon allege, that at all
11 relevant times to this action ENTERPRISES, UTOPIA, URBAN, and entity Doe Defendants, *inter*
12 *alia*, failed to observe the requisite entity formalities, were inadequately capitalized, and their
13 ownership and control were inappropriately concentrated in DIGIUS and Doe Defendants.

14 7. Plaintiffs are further informed and believe, and thereon allege, that at all times herein
15 material, each defendant, was completely dominated and controlled by its co-defendants and each
16 was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any
17 conduct by Defendants, such allegations and references shall also be deemed to mean the conduct
18 of each of the Defendants, acting individually, jointly and severally. Whenever and wherever
19 reference is made to individuals who are not named as defendants in this Complaint, but were
20 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named
21 in this Complaint within the scope of their respective employments.

22 8. Whenever and wherever reference is made in this Complaint to any conduct by a
23 defendant or Defendants, such allegations and references shall also be deemed to mean the conduct
24 of each of the Defendants, acting individually, jointly and severally. Whenever and wherever
25 reference is made to individuals who are not named as defendants in this Complaint, but were
26 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named
27 in this Complaint within the scope of their respective employments.

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1 month. However, Defendants failed to secure a legally compliant voluntary written agreement with SINGLETON to authorize crediting a portion of SINGLETON's earned wages with lodging. Further, SINGLETON's earned wages exceeded the maximum allowable lodging credit amounts.

14. As a result of the unpaid wages alleged above and other facts to be discovered, Defendants failed to timely pay SINGLETON all earned wages twice per calendar month.

15. Defendants also failed to keep records of all work periods SINGLETON worked. Also, Defendants failed to provide SINGLETON itemized wage statements. As a result, Defendants also failed to keep all required personnel and payroll records for SINGLETON.

16. SINGLETON complained to Defendants about the unpaid wages and Defendants actions which SINGLETON had a reasonable belief were violations of the law. Defendants responded that SINGLETON was receiving reduced rent. SINGLETON continued working for Defendants under these conditions because SINGLETON was afraid of losing SINGLETON's apartment and did not understand the law.

17. URBAN replaced UTOPIA and became the property manager of the Property and the joint employer of SINGLETON with ENTERPRISES in or around June or July 2022.

18. On or about July 20, 2022, URBAN notified SINGLETON that URBAN and ENTERPRISES both decided to terminate SINGLETON on the basis that URBAN and ENTERPRISES agreed to terminate the on-site manager position. SINGLETON is informed and believes this is pretext.

19. However, Defendants, including URBAN, continued to employ SINGLETON to perform resident property manager duties through October 2022. Defendants, including URBAN, failed to timely pay SINGLETON all earned wages twice per calendar month during the period that URBAN was the property manager of the Property. Also, Defendants failed to provide compliant wage statements semimonthly.

20. In or around the end of October 2022, Defendants terminated SINGLETON. SINGLETON is informed and believes that Defendants terminated SINGLETON in retaliation for complaining about unpaid wages and because Defendants believed that SINGLETON disclosed or may disclose information that discloses a violation of federal, state, or local laws, rules, or

1 regulations to a government agency. SINGLETON is informed and believes that Defendants further
2 retaliated by increasing SINGLETON's unit rental rate by more than the Civil Code section 1947.12
3 allowable 10 percent, by changing the rate from \$788 per month up to \$1,795 per month.
4 SINGLETON still lives in the unit and pays the higher rate because he had nowhere else comparable
5 to go.

6 21. As a result of Defendants unlawful retaliation, SINGLETON suffered special
7 damages and general damages in an amount according to proof.

8 22. More than 30 days have passed since Defendants terminated SINGLETON, which
9 entitles SINGLETON to waiting time penalties for Defendants willful failure to pay SINGLETON
10 earned wages. As a result, SINGLETON is entitled to an additional 30 days of pay as a waiting time
11 penalty, which Defendants have not paid SINGLETON yet.

12 23. SINGLETON is informed and believes that Defendants employed several other
13 aggrieved employees, referred to collectively with SINGLETON as Plaintiffs, who were also
14 victims of Defendants' labor code violations including, but not limited to, the labor code violations
15 SINGLETON alleges Defendants perpetrated against SINGLETON in this pleading.

16 24. Defendants' violations were all knowing and willful in disregard of the Labor Code
17 and Industrial Welfare Commission ("IWC") Wage Orders. Accordingly, Plaintiffs are entitled to
18 recovery of civil penalties pursuant to various regulations and statutes including, but not limited to,
19 Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but
20 not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215,
21 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246,
22 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175,
23 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699,
24 2699.3, 2699.5, 2751, and 2802 et al.

25 25. On February 9, 2023, SINGLETON filed a Private Attorneys General Act ("PAGA")
26 claim notice with the Labor and Workforce Development Agency ("LWDA") and served a copy to
27 all named Defendants via certified mail. The LWDA issued the case number LWDA-CM-935038-
28 23. More than 65 days have passed since SINGLETON filed. The LWDA did not notify

1 SINGLETON that the LWDA intended to investigate the alleged violations. See a true and correct
2 copy of the PAGA notice letter attached hereto as Exhibit 1.

3 **FIRST CAUSE OF ACTION**

4 **(Failure to Pay Wages – LC § 1194)**

5 **(By SINGLETON against all Defendants)**

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

8 27. Pursuant to Labor Code section 200(a), “‘Wages’ includes all amounts for labor
9 performed by employees of every description, whether the amount is fixed or ascertained by the
10 standard time, task, piece, commission basis, or other method of calculation.” Pursuant to Labor
11 Code section 1197, “The minimum wage for employees fixed by the commission or by any
12 applicable state or local law, is the minimum wage to be paid to employees, and the payment of a
13 lower wage than the minimum so fixed is unlawful.”

14 28. Labor Code section 1194(a), provides that, “...any employee receiving less than the
15 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
16 recover in a civil action the unpaid balance of this minimum wage or overtime compensation,
17 including interest thereon, reasonable attorney’s fees, and costs of suit.” Pursuant to Labor Code
18 section 1194.2, “... an employee shall be entitled to recover liquidated damages in an amount equal
19 to the wages unlawfully unpaid and interest thereon.” Labor Code section 1197.1 specifically states,
20 in part, as follows: “Any employer or other person acting either individually or as an officer, agent,
21 or employee of another person who pays or causes to be paid to any employee a wage less than the
22 minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages,
23 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
24 Section 203[.]”

25 29. Labor Code section 204(a) states that, “All wages, other than those mentioned in
26 section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
27 payable twice during each calendar month, on days designated in advance by the employer as the
28 regular paydays.”

1 30. Defendants jointly employed SINGLETON as a resident property manager at the
2 Property beginning in or around August 2013. SINGLETON's job duties included, but were not
3 limited to, caring for the lawn, shrubbery, trees, and grounds; performing maintenance and repairs;
4 enforcing apartment rules; cleaning vacant units, façade, entry, garage oils on floors and pavements,
5 signs, laundry room, driveways, garbage; posting general notices; unlocking doors for vendors;
6 emergency response and notifying property manager; etc.

7 31. Defendants failed to keep records showing when SINGLETON began and ended
8 each work period, and Defendants failed to timely pay SINGLETON earned wages for all hours
9 worked twice per month on designated days. Defendants provided SINGLETON a rental unit at the
10 Property at a purportedly discounted rate of \$788 per month. However, Defendants failed to secure
11 a legally compliant voluntary written agreement with SINGLETON to authorize crediting a portion
12 of SINGLETON's earned wages with lodging. Further, SINGLETON's earned wages exceeded the
13 maximum allowable amount of rent credits, and Defendants never paid SINGLETON the difference.

14 32. Accordingly, SINGLETON seeks to recover unpaid wages; liquidated damages
15 equal to the unpaid wages; interest; penalties; attorneys' fees; and costs pursuant to Labor Code
16 sections 201, 202, 203, 204, 210, 215, 218.5, 218.6, 222, 558.1, 1182.11, 1182.12, 1194, 1194.2,
17 1194.3, 1197.1, Civil Code section 3289, and the Industrial Welfare Commission's Wage Orders
18 including, but not limited to, Wage Order 5-2001 sections 3 and 7.

19 33. Defendants DIGIUS and DOES 1-100 acted individually and as officers, agents,
20 owners, and employees of ENTERPRISES, UTOPIA, URBAN, and DOES 1-100 who caused the
21 entity Defendants to fail to timely pay SINGLETON all earned wages, fail to pay all earned wages
22 upon separation of employment, and fail to provide compliant wage statements and keep required
23 records, in violation of Industrial Welfare Commission Wage Orders and the Labor Code, and are
24 therefore also individually liable as the employer for such violations pursuant to California Labor
25 Code section 558.1 et al.

26 **SECOND CAUSE OF ACTION**

27 **(Waiting Time Penalty – LC § 203)**

28 **(By SINGLETON against all Defendants)**

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

3 35. Pursuant to Labor Code sections 201 through 203, employers are required to pay
4 employee all earned wages at the time of resignation if the employee provides at least 72 hours of
5 notice or at the time of termination if the employer terminates the employment, or within 72 hours
6 after the employee provides notice if the employee does not provide at least 72 hours of notice of
7 the resignation.

8 36. Pursuant to Labor Code section 203, “If an employer willfully fails to pay without
9 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202,
10 and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee
11 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
12 therefor is commenced; but the wages shall not continue for more than 30 days.”

13 37. Defendants jointly employed SINGLETON from in or around August 2013 as a
14 resident property manager at the Property until Defendants terminated SINGLETON in or around
15 the end of October 2022. Defendants willfully failed to timely pay SINGLETON all earned wages
16 alleged throughout this pleading, on the date of termination, and continue to fail to pay those earned
17 unpaid wages. More than 30 days have passed since the date of termination. This entitles
18 SINGLETON to an additional 30 days of daily wages as a waiting time penalty pursuant to Labor
19 Code section 203.

20 38. Accordingly, SINGLETON seeks damages, interest, penalties, attorneys’ fees, and
21 costs pursuant to Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 222, 226.7, 510, 512,
22 1194, 1194.3, 1197.1, 2751, 2802, Civil Code section 3289, and the Industrial Welfare
23 Commission’s Wage Orders including, but not limited to, Wage Order 5-2001 sections 3, 4, 7, and
24 11.

25 39. Defendants DIGIUS and DOES 1-100 acted individually and as officers, agents,
26 owners, and employees of ENTERPRISES, UTOPIA, URBAN, and DOES 1-100 who caused the
27 entity Defendants to fail to timely pay SINGLETON all earned wages, fail to pay all earned wages
28 upon separation of employment, and fail to provide compliant wage statements and keep required

1 records, in violation of Industrial Welfare Commission Wage Orders and the Labor Code, and are
2 therefore also individually liable as the employer for such violations pursuant to California Labor
3 Code section 558.1 et al.

4 **THIRD CAUSE OF ACTION**

5 **(Failure to Provide Compliant Wage Statements and Keep Records – LC § 226)**

6 **(By SINGLETON against all Defendants)**

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

9 41. Labor Code section 226(a) states in pertinent part, as follows: “[a]n employer,
10 semimonthly or at the time of each payment of wages, shall furnish to his or her employee ... an
11 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
12 the employee, except as provided in subdivision (j), (3) the number of piece rate units earned and
13 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
14 that all deductions made on written orders of the employee may be aggregated and shown as one
15 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
16 the name of the employee and only the last four digits of his or her social security number or an
17 employee identification number other than a social security number, (8) the name and address of the
18 legal entity that is the employer, and if the employer is a farm labor contractor, as defined in
19 subdivision (b) of 1682, the name and address of the legal entity that secured the services of the
20 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
21 number of hours worked at each hourly rate by the employee, and beginning July 1, 2013, if the
22 employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total
23 hours worked for each temporary assignment. The deductions made from payment of wages shall
24 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a
25 copy of the statement and the record of the deductions shall be kept on file by the employer for at
26 least three years at the place of employment or at a central location within the State of California.”

27 42. Labor Code section 1174 and the Industrial Welfare Commission Wage Orders also
28 require employers to maintain payroll and records of the beginning and end time of all work periods,

1 including for all meal periods taken.

2 43. Labor Code section 226(e) provides that, “An employee suffering injury as a result
3 of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
4 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
5 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
6 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
7 an award of costs and reasonable attorney's fees.”

8 44. Defendants failed to furnish compliant wage statements to SINGLETON which
9 accurately reflected total hours worked, gross wages earned including overtime wages, the rate of
10 pay for all the respective hours for all hours worked, all deductions, etc. Defendants also failed to
11 keep accurate payroll and time records for the required time. Consequently, Defendants’ failure to
12 provide compliant accurate itemized wage statements and failure to keep records violated Labor
13 Code section 226.

14 45. Defendants knowingly and intentionally failed to comply with Labor Code section
15 226(a), as delineated above. As a result, Defendants are liable for damages and penalties owed to
16 SINGLETON as specified in Labor Code section 226(e)(1).

17 46. Accordingly, SINGLETON seeks damages, interest, penalties, attorneys’ fees, and
18 costs available pursuant to Labor Code section 226, 246, 1174, and the Industrial Welfare
19 Commission Wage Orders.

20 47. Defendants DIGIUS and DOES 1-100 acted individually and as officers, agents,
21 owners, and employees of ENTERPRISES, UTOPIA, URBAN, and DOES 1-100 who caused the
22 entity Defendants to fail to timely pay SINGLETON all earned wages, fail to pay all earned wages
23 upon separation of employment, and fail to provide compliant wage statements and keep required
24 records, in violation of Industrial Welfare Commission Wage Orders and the Labor Code, and are
25 therefore also individually liable as the employer for such violations pursuant to California Labor
26 Code section 558.1 et al.

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FOURTH CAUSE OF ACTION
(Unfair Business Practices – BPC § 17200)
(By SINGLETON against all Defendants)

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

49. The acts, omissions, and practices of Defendants as alleged throughout this Complaint for violations of the Labor Code constitute unlawful and unfair business acts and practices within the meaning of sections 17200, et seq. of the Business & Professions Code.

50. SINGLETON is informed and believes that Defendants have engaged in “unlawful” business acts and practices by their unlawful deductions from earned wages, failure to pay earned wages for all hours worked, failure to timely pay earned wages twice per month on days designated as regular paydays, failure to record the beginning and end of all work periods worked by nonexempt employees, failure to provide compliant wage statements and keep records, failure to pay all earned wages at the termination of the employment relationship, etc. These failures are all in violation of the statutes and regulations referenced throughout this Complaint, and in violation of other laws.

51. Defendants’ “unfair” business acts and practices, alleged above, caused harm to Plaintiffs and many other employees, which outweighs the utility of such conduct. Such conduct offends public policy, is unethical and dishonest, caused substantial injury to Defendants’ current and former employees, and provides Defendants with an unfair competitive advantage over those employers that abide by the law.

52. As a result of the conduct described above, Defendants have been and will be unjustly enriched at the expense of Defendants’ current and former employees. Specifically, Defendants have been unjustly enriched by the retention of a significant sum of dollars in employees’ earned wages wrongfully withheld from Defendants’ current and former employees.

53. Pursuant to section 17203 of the Business & Professions Code, SINGLETON requests that this Court order Defendants to disgorge all ill-gotten gains and award Plaintiffs full restitution of all monies wrongfully acquired by Defendants by such “unfair” business act and practices as outlined herein above, plus interest and attorneys’ fees pursuant to, *inter alia*, section

1 1021.5 of the Code of Civil Procedure. SINGLETON additionally requests that such funds be
2 impounded by the Court or that an asset freeze or constructive trust be imposed upon such revenues
3 and profits to avoid dissipation and or fraudulent transfers or concealment of such monies by
4 Defendants. Plaintiffs may be irreparably harmed or denied an effective and complete remedy if
5 such an order is not granted.

6 54. Pursuant to section 17203 of the Business & Professions Code, SINGLETON
7 further seeks an order of this Court for equitable or injunctive relief in the form of requiring
8 Defendants to correct their unfair business acts and practices by (1) ceasing unlawful deductions
9 from wages; (2) paying Defendants' employees at least minimum applicable wage rates for all hours
10 worked; (3) recording the beginning and end of all work periods that Defendants' nonexempt
11 employees work; (4) paying all earned wages at least twice per month on regular designated days;
12 (5) furnishing compliant wage statements and keeping required records such as time records; and
13 (6) paying all earned wages upon the termination of employment relationship.

14 55. Accordingly, SINGLETON seeks injunctive relief, restitution, damages, interest,
15 penalties, attorneys' fees, and costs available pursuant to the Labor Code, Business & Professions
16 Code, and the Industrial Welfare Commission Wage Orders.

17 **FIFTH CAUSE OF ACTION**

18 **(Whistleblower Retaliation – LC § 1102.5)**

19 **(By SINGLETON against ENTERPRISES and URBAN)**

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

22 57. Labor Code section 1102.5(b) provides that, "An employer, or any person acting on
23 behalf of the employer, shall not retaliate against an employee for disclosing information, or because
24 the employer believes that the employee disclosed or may disclose information, to a government or
25 law enforcement agency, to a person with authority over the employee or another employee who
26 has authority to investigate, discover, or correct the violation of noncompliance, or for providing
27 information to, or testifying before, any public body conducting an investigation, hearing, or inquiry,
28 if the employee has reasonable cause to believe that the information discloses a violation of state or

1 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
2 regardless of whether disclosing the information is part of the employee's job duties."

3 58. Defendants employed SINGLETON as a resident property manager at Defendants'
4 Property beginning in or around August 2013 and failed to pay SINGLETON all earned wages.

5 59. SINGLETON complained to Defendants about the unpaid wages. Defendants
6 responded that SINGLETON was receiving reduced rent. SINGLETON continued working for
7 Defendants under these conditions because SINGLETON was afraid of losing SINGLETON's
8 apartment and did not understand the law.

9 60. In or around June or July 2022, ENTERPRISES contracted with URBAN to become
10 the property manager for the Property. On or about July 20, 2022, URBAN notified SINGLETON
11 that URBAN and ENTERPRISES both decided to terminate SINGLETON's on-site manager
12 position. SINGLETON is informed and believes this is pretext.

13 61. SINGLETON is informed and believes that ENTERPRISES and URBAN
14 terminated SINGLETON in retaliation for complaining to Defendants about unpaid wages and
15 disclosing information about other acts SINGLETON reasonably believed were unlawful, and
16 because Defendants believed that SINGLETON disclosed or may disclose information that
17 discloses a violation of federal, state, or local laws, rules, or regulations to a public body or
18 government agency. SINGLETON is informed and believes that Defendants further retaliated by
19 increasing SINGLETON's unit rental rate by more than the Civil Code section 1947.12 allowable
20 10 percent, by increasing SINGLETON's unit rental rate from \$788 per month up to \$1,795 per
21 month. SINGLETON still lives in the unit and pays the higher rate because he had nowhere else
22 comparable to go.

23 62. As a direct and proximate result of Defendants unlawful retaliation, SINGLETON
24 suffered foreseeable special damages and general damages in an amount according to proof.

25 63. Accordingly, SINGLETON seeks reinstatement, other injunctive relief, declaratory
26 relief, compensatory damages, interest, attorneys' fees and costs in an amount to be proven at trial
27 pursuant to Labor Code section 1102.5 et seq.

SIXTH CAUSE OF ACTION
(Civil Penalties Under PAGA – LC § 2699)
(By SINGLETON against all Defendants)

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

65. Labor Code section 2699(a) states that, “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

66. Labor Code section 2699(f)(2) states that, “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

67. As a result of the acts alleged throughout this Complaint, SINGLETON brings this action on SINGLETON’s own behalf, and in a representative capacity on behalf of the State of California and all aggrieved employees who are current or former employees of Defendants for civil penalties pursuant to various regulations and statutes including, but not limited to, the IWC Wage Orders such as Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

68. Plaintiffs are informed and believe Defendants employed Plaintiffs and engaged in

1 “unlawful” wage and hour practices against Plaintiffs during the statute of limitations period as
2 alleged in this pleading in violation of the Wage Orders and Labor Code including, but not limited
3 to, unlawful deductions from earned wages, failure to pay wages for all hours worked including
4 minimum wages, failure to pay overtime rates and overtime wages, deduction of losses from wages,
5 failure to pay rest period wages, failure to pay other nonproductive time wages, failure to pay earned
6 wages timely twice per month on designated paydays, failure to provide meal periods, failure to pay
7 wage premiums for missed meal periods, failure to furnish compliant wage statements and keep
8 records, failure to indemnify or reimburse business expenses, failure to pay all earned wages at the
9 termination of the employment relationship, whistleblower retaliation for Plaintiffs disclosing
10 unpaid wages and other information about conduct Plaintiffs reasonably believed was unlawful, etc.

11 69. These violations of the Wage Orders and Labor Code are all subject to civil penalties
12 for each of the Plaintiffs for each pay period where violations occurred during the statute of
13 limitations period in the amount indicated by the specific statute violated or failures are all in
14 violation of the statutes and regulations referenced throughout this Complaint, and in violation of
15 other laws.

16 70. SINGLETON, as a representative of California, seeks to recover all specifically
17 enumerated Labor Code and Wage Order civil penalties as well as Labor Code section 2699(f)(2)
18 civil penalties for violations of Labor Code sections that do not contain a specific civil penalty
19 amount for violations. On February 9, 2023, SINGLETON filed a PAGA claim notice with the
20 LWDA and served it to all named Defendants via certified mail. The LWDA issued the case number
21 LWDA-CM-935038-23. More than 65 days have passed since SINGLETON filed. The LWDA did
22 not notify SINGLETON that the LWDA intended to investigate the alleged violations. See a true
23 and correct copy of the PAGA notice letter attached hereto as Exhibit 1.

24 71. SINGLETON also seeks attorneys’ fees and costs of pursuant to Labor Code section
25 2699(g).

26 72. Defendants DIGIUS and DOES 1-100 acted individually and as officers, agents,
27 owners, and employees of the entity Defendants who caused the entity Defendants to take unlawful
28 deductions from wages, fail to keep time records showing when Plaintiffs began and ended each

1 work period, fail to pay Plaintiffs all earned wages, fail to timely pay all earned wages twice per
2 month on designated paydays, fail to pay all earned wages upon separation of employment, and fail
3 to provide compliant wage statements and keep required records, in violation of Industrial Welfare
4 Commission Wage Orders and the Labor Code, and are therefore also individually liable pursuant
5 to California Labor Code section 558, 558.1, 1197.1, 2699, et al.

6 **PRAYER**

7 WHEREFORE, Plaintiff prays for judgment against Defendants in an amount exceeding
8 \$25,000 as follows:

- 9 1. For compensatory damages in an amount to be proven at trial;
- 10 2. For liquidated damages in an amount to be proven at trial;
- 11 3. For penalties in an amount to be proven at trial;
- 12 4. For civil penalties in an amount to be proven at trial;
- 13 5. For attorneys' fees in an amount to be proven at trial;
- 14 6. For costs of suit in an amount to be proven at trial;
- 15 7. For interest;
- 16 8. For restitution;
- 17 9. For injunctive relief;
- 18 10. For declaratory relief; and
- 19 11. For such other and further and relief as the court may deem just and proper.

20 Respectfully submitted,

21 Date: 04/17/2023



22 _____
23 Jason Whooper (SBN 279972)
24 W LAW
25 Counsel for Plaintiffs
26
27
28

EXHIBIT 1

February 9, 2023

UPLOADED VIA DIR WEBSITE

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
dir.ca.gov

W LAW
1916 3rd Ave
San Diego, CA 92101
Tel: (619) 432-2836
Fax: (619) 717-2111
Email: info@wlawinc.com

Re: *Stanley Singleton v. Digius Enterprises, LLC; Ali Digius; Utopia Management, Inc.; Urban Coast Properties, Inc.; and Does 1-100, inclusive*

To Whom It May Concern:

I, Jason Whooper, of the law firm W Law, represent Plaintiffs STANLEY SINGLETON (hereinafter “SINGLETON”); on behalf of himself and all other aggrieved employees (hereinafter collectively referred to as “Plaintiffs”), who are either former or current employees of DIGIUS ENTERPRISES, LLC (hereinafter “ENTERPRISES”); ALI DIGIUS (hereinafter “DIGIUS”); UTOPIA MANAGEMENT, INC. (hereinafter “UTOPIA”); URBAN COAST PROPERTIES, INC.; and DOES 1-100, inclusive (all of whom are also hereinafter collectively referred to as “Defendants”).

Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendants’ various Labor Code violations and our intent to recover statutory penalties under the Labor Code Private Attorney General Act (“PAGA”) of 2004. The \$75 filing fee payment will be made with the filing of this PAGA notice letter.

GENERAL ALLEGATIONS

Defendants own and operate residential real estate or engage in property management business in San Diego County, California. Plaintiffs are informed and believe that DIGIUS and Doe Defendants acted individually and as officers, agents, owners, managers, and employees of ENTERPRISES, UTOPIA, URBAN, and Doe Defendants, who caused Defendants to fail to timely pay employee Plaintiffs all earned wages, fail to timely pay all earned wages at the end of the employment relationship, fail to furnish compliant wage statements and keep required records, and retaliate by terminating SINGLETON and increasing SINGLETON’s rent because SINGLETON disclosed to Defendants that revealed violations of local, state, and federal rules, regulations, statutes, and laws, such as wage and hour laws; and are therefore also individually liable pursuant to California Labor Code sections 558, 558.1, 1197.1, and 2699.

Plaintiffs are informed and believe that DIGIUS is the owner, managing member, and managing agent of ENTERPRISES. ENTERPRISES owns a 16-unit apartment complex located at 4086 Swift Avenue, San Diego, CA 92104 (the “Property”). ENTERPRISES, DIGIUS, and joint employer property management companies unlawfully employed SINGLETON as a resident property manager without paying SINGLETON earned wages beginning in August 2013.

UTOPIA became the property manager of the Property and the joint employer of SINGLETON with ENTERPRISES in or around September 2019 after replacing Buchanan Property Management.

SINGLETON's job duties included, but were not limited to, caring for the lawn, shrubbery, trees, and grounds; performing maintenance and repairs; enforcing apartment rules; cleaning vacant units, façade, entry, garage oils on floors and pavements, signs, laundry room, driveways, garbage; posting general notices; unlocking doors for vendors; emergency response and notifying property manager; etc. SINGLETON worked for Defendants approximately 3.5 hours per day, 6 days per week, totaling approximately 21 hours per workweek from on or around September 2019 to July 2022.

But Defendants failed to pay SINGLETON wages for all hours worked. Defendants provided SINGLETON a rental unit at the Property at a purportedly discounted rate of \$788 per month. However, Defendants failed to secure a legally compliant voluntary written agreement with SINGLETON to authorize crediting a portion of SINGLETON's earned wages with lodging. Further, SINGLETON's earned wages exceeded the maximum allowable lodging credit amounts.

As a result of the unpaid wages alleged above and other facts to be discovered, Defendants failed to timely pay SINGLETON all earned wages twice per calendar month.

Defendants also failed to keep records of all work periods SINGLETON worked. Also, Defendants failed to provide SINGLETON itemized wage statements. As a result, Defendants also failed to keep all required personnel and payroll records for SINGLETON.

SINGLETON complained to Defendants about the unpaid wages and Defendants actions which SINGLETON had a reasonable belief were violations of the law. Defendants responded that SINGLETON was receiving reduced rent. SINGLETON continued working for Defendants under these conditions because SINGLETON was afraid of losing SINGLETON's apartment and did not understand the law.

URBAN replaced UTOPIA and became the property manager of the Property and the joint employer of SINGLETON with ENTERPRISES in or around June or July 2022.

On or about July 20, 2022, URBAN notified SINGLETON that URBAN and ENTERPRISES both decided to terminate SINGLETON on the basis that URBAN and ENTERPRISES agreed to terminate the on-site manager position. SINGLETON is informed and believes this is pretext.

However, Defendants, including URBAN, continued to employ SINGLETON to perform resident property manager duties through October 2022. Defendants, including URBAN, failed to timely pay SINGLETON all earned wages twice per calendar month during the period that URBAN was the property manager of the Property. Also, Defendants failed to provide Plaintiffs compliant wage statements semimonthly.

In or around the end of October 2022, Defendants terminated SINGLETON. SINGLETON is informed and believes that Defendants terminated SINGLETON in retaliation for complaining about unpaid wages and because Defendants believed that SINGLETON disclosed or may disclose information that discloses a violation of federal, state, or local laws, rules, or regulations to a government agency. SINGLETON is informed and believes that Defendants further retaliated by increasing SINGLETON's unit rental rate by more than the Civil Code section 1947.12 allowable

10 percent, by changing the rate from \$788 per month up to \$1,795 per month. SINGLETON still lives in the unit and pays the higher rate because he had nowhere else comparable to go.

As a result of Defendants unlawful retaliation, SINGLETON suffered special damages and general damages in an amount according to proof.

More than 30 days have passed since Defendants terminated SINGLETON, which entitles SINGLETON to waiting time penalties for Defendants willful failure to pay SINGLETON earned wages. As a result, SINGLETON is entitled to an additional 30 days of pay as a waiting time penalty, which Defendants have not paid SINGLETON yet.

SINGLETON is informed and believes that Defendants employed several other aggrieved employees, Plaintiffs, who were also victims of Defendants' labor code violations including, but not limited to, the labor code violations SINGLETON alleges Defendants perpetrated against SINGLETON in this pleading.

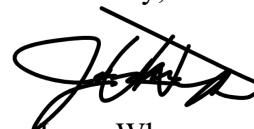
Defendants' violations were all knowing and willful in disregard of the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders. Accordingly, Plaintiffs are entitled to recovery of civil penalties pursuant to various regulations and statutes including, but not limited to, Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

REQUEST TO THE LWDA

Accordingly, SINGLETON respectfully request that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the violations described or authorize Plaintiffs to do so on behalf of the State of California. If the LWDA declines to pursue enforcement, SINGLETON intends to litigate the PAGA claim with a Superior Court action on his own behalf for individual claims and in a representative capacity on behalf of California for the other aggrieved employees within the statute of limitations period, for civil penalties pursuant to various regulations and statutes including, but not limited to, Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

If you have any questions or concerns regarding the above, please do not hesitate to contact my office. Thank you for your attention to this matter.

Sincerely,



Jason Whooper

cc:

SENT VIA CERTIFIED U.S. MAIL

Digius Enterprises, LLC
9450 Mira Mesa Blvd
C548
San Diego, CA 92126

Ali Digius
9450 Mira Mesa Blvd
C548
San Diego, CA 92126

Utopia Management, Inc.
4617 Ruffner Street
San Diego, CA 92111

Urban Coast Properties, Inc.
4521 Park Blvd
#104
San Diego, CA 92116

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☐ Adult Signature Restricted Delivery	\$0.00	
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02/09/2023

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 Street and Apt. No., or PO Box No. **9450 Mira Mesa Blvd #C548**
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☐ Adult Signature Restricted Delivery	\$0.00	
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Total Postage and Fees	\$4.78	

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02/09/2023

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 Street and Apt. No., or PO Box No. **9450 Mira Mesa Blvd #C548**
 City, State, ZIP+4® **San Diego, CA 92126**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic)	\$0.00	
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☐ Adult Signature Required	\$0.00	
☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

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02/09/2023

Sent To: **Utopia Management, Inc.**
 Street and Apt. No., or PO Box No. **4617 Ruffner Street**
 City, State, ZIP+4® **San Diego, CA 92111**

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☐ Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.63	
Total Postage and Fees	\$4.78	

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02/09/2023

Sent To: **Urban Coast Properties, Inc.**
 Street and Apt. No., or PO Box No. **4521 Pack Blvd #104**
 City, State, ZIP+4® **San Diego, CA 92116**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

1 **Case Name: *Stanley Singleton v. Digius Enterprises, LLC; Ali Digius; Utopia Management,***
2 ***Inc.; Urban Coast Properties, Inc.; and Does 1-100, inclusive***

3 **PROOF OF SERVICE**

4 I am employed in the County of San Diego, in the State of California. I am over the age of
5 eighteen (18) years old and not a party to this action; my business address is 1916 3rd Avenue,
6 San Diego, CA 92101.

7 On February 9, 2023, I served a true and correct copy of the following document(s):

8 1. PAGA Notice Letter on behalf of Stanley Singleton
9 on all interested parties in this action as follows using the method indicated below:

10 Digius Enterprises, LLC
11 9450 Mira Mesa Blvd
12 C548
13 San Diego, CA 92126

13 Ali Digius
14 9450 Mira Mesa Blvd
15 C548
16 San Diego, CA 92126

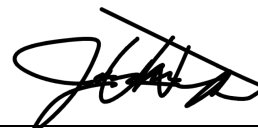
16 Utopia Management, Inc.
17 4617 Ruffner Street
18 San Diego, CA 92111

18 Urban Coast Properties, Inc.
19 4521 Park Blvd
20 #104
21 San Diego, CA 92116

21 [x] U.S. Certified Mail: I am readily familiar with the firm's practice of collection and
22 processing correspondence for mailing. Accordingly, the above-referenced document(s)
23 were enclosed in a sealed envelope which, in the ordinary course of business, was or will
24 be deposited with the United States Postal Service the same day; and said envelope was
25 addressed as shown above to the interested parties.

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

26 Executed on February 9, 2023, in San Diego, California

27 

28 Jason Whooper