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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

LUDYN DANNYEL VASQUEZ, an
individual,

Plaintiff,

v.

SATICOY PROPERTY MANAGERS, LLC, a
California limited liability company; and DOES
1 through 20, inclusive,

Defendants.

Case No. **23STCV22243**

COMPLAINT FOR DAMAGES FOR:

- 1. RETALIATION (LAB. CODE §98.6);**
- 2. RETALIATION (LAB. CODE §§1102.5, 1102.6);**
- 3. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 4. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 5. FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES (CAL. LABOR CODE §2802)**
- 6. FAILURE TO PROVIDE MEAL AND REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
- 7. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 8. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
- 9. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);**
- 10. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.); AND**

DEMAND OVER \$25,000
[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, LUDYN DANNYEL VASQUEZ, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, LUDYN DANNYEL VASQUEZ, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant SATICOY PROPERTY MANAGERS, LLC (hereinafter referred to as "Defendant" or "Employers") was and is a California corporation doing business at 5441 CA-27, Woodland Hills, CA 91367, in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Employers owned and operated a private Cannabis Dispensary.

5. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare

Commission Order No. 4-2001, and are each an “employer or other person acting on behalf of an employer” as such term is used in Labor Code section 558, and liable to Plaintiff on that basis.

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

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

9. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

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

1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
3 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
4 defendants have ceased to exist.

5 12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
6 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including,
7 but not limited to because:

8 a. Employers are completely dominated and controlled by one another and DOES 1-
9 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
10 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
11 accomplish some other wrongful or inequitable purpose.

12 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
13 through one another's unlawful conduct, and by using one another as the funding source for their own
14 personal expenditures.

15 c. Employers and DOES 1-20, while really one and the same, were segregated to
16 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
17 accomplishing some other wrongful or inequitable purpose.

18 d. Employers do not comply with all requisite corporate formalities to maintain a
19 legal and separate corporate existence.

20 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
21 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
22 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
23 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
24 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
25 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
26 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
27 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
28 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

13. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

14. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

15. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

16. On or about July 2, 2022 Employers hired Plaintiff to work as a Sales Representative earning \$16.00 an hour, but was ultimately given the position of front desk. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff was wrongfully terminated on or about January 1, 2023.

RETALIATION UNDER THE LABOR CODE/WRONGFUL TERMINATION

17. On or around October 2022, Plaintiff tested positive for COVID-19. Upon returning from COVID-19, leave however, Employers refused to pay Plaintiff COVID-19 sick pay, as required by law.

18. Plaintiff complained about Defendant's refusal to pay COVID-19 sick pay and sent Defendant's Human Resource Department, an article which stated Employers were required to provide COVID-19 sick pay to its employees.

19. After further consideration, Defendant decided to pay Plaintiff COVID-19 sick leave but not until December 6, 2022. Almost 2 months after Plaintiff had been out of work for COVID-19.

20. Plaintiff also protested Defendant's policy, prohibiting employees to use the restroom while on the clock.

21. Based on information and belief, after Plaintiff made his complaints, however, Defendant began a campaign to retaliate against Plaintiff for exercising his rights under the Labor Code.

22. For example, Defendant had promised Plaintiff the ability to be promoted from front desk to sales representative, it was apparent Defendant no longer intended to promote Plaintiff.

23. Additionally, Plaintiff felt that Defendant was looking for any reason to terminate Plaintiff or have him quit. For instance, upper management made Plaintiff feel like he was not welcome by communicating with him in a condescending manner. Defendant would also continuously schedule Plaintiff outside of his availability.

24. On or around January 1, 2023, Plaintiff felt ill and had to call off of work. Defendant terminated him that same day.

WAGE & HOUR ALLEGATIONS

25. Throughout Plaintiff's employment, Defendant also committed several labor code violations.

26. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of Plaintiff's right to take statutory uninterrupted, 10-minute rest breaks for every four hours worked or substantial portion thereof.

27. Furthermore, throughout Plaintiff's employment, Defendants violated Labor Code § 2802 by failing to reimburse for work-related expenses. Plaintiff and other employees were not paid for using his or her personal cell phone for work-related purposes, despite being required to be made available by cell phone. Defendants never bought Plaintiff nor other employees business phones nor reimbursed them for the use of his or her personal phone.

28. Throughout Plaintiff's employment, EMPLOYERS violated Labor Code § 221 by collecting and/or receiving from Plaintiff, and other aggrieved employees, part of their wages paid by Defendants to said employees.

29. Although Plaintiff was entitled to and did accrue sick time for which he was never paid, Defendants violated Labor Code §§ 233, 245, and 246 because Defendants failed to provide Plaintiff with paid sick leave.

30. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages for all hours worked paid at least twice during each calendar month to employees as required “by contract” under Labor Code section 223, as well as an improper collection of wages paid to an employee under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist. Mar. 6, 2013).

31. Throughout Plaintiff's employment, Plaintiff was not provided with paystubs that complied with Labor Code § 226, as EMPLOYERS consistently provided incorrect and inaccurate paystubs.

32. Plaintiff is informed and believes, and thereon alleges, that herself and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, Plaintiff, as an aggrieved employee, reserves her right to bring an action against DEFENDANTS, on behalf of herself and other current and former employees.

33. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as an aggrieved employee, Plaintiff may investigate and pursue claims and penalties on behalf of other aggrieved employees for other violations that she was not personally “aggrieved” by.

GENERAL ALLEGATIONS

34. Defendants' conduct described herein was undertaken, authorized, and/or ratified Defendants' officers, directors and/or managing agents, including, but not limited to those identified herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as DOES 1 through 20, inclusive.

1 35. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general
2 and special damages, including severe and profound pain and emotional distress, anxiety, depression,
3 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
4 counseling and treatment, and past and future lost wages and benefits.

5 36. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
6 commissions, benefits and loss or diminution of earning capacity.

7 37. Plaintiff claims general damages for emotional and mental distress and aggravation in a
8 sum in excess of the jurisdictional minimum of this Court.

9 38. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
10 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
11 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
12 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
13 Court.

14
15 **FIRST CAUSE OF ACTION**

16 **RETALIATION**

17 **LABOR CODE §98.6**

18 **AGAINST ALL DEFENDANTS**

19 39. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
20 though set forth in full herein.

21 40. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against
22 an employee for political activities; for complaining that he or she is owed unpaid wages, for
23 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
24 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
25 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
26 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private
27 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code.
28 Thus, Section 98.6 prohibits an employer from discharging or in any manner discriminating or

1 retaliating against an employee who, among other things, has exercised her or her rights under that
2 Chapter, including the right to take meal breaks, and/or made a written or oral complaint that he or she
3 is owed unpaid wages. An employee who has been discharged or retaliated against in violation of
4 Labor Code §98.6 is entitled to recovery of a civil penalty against the employer in an amount not
5 exceeding ten thousand dollars (\$10,000.00) for each violation of that section.

6 41. Plaintiff is informed and believe, and based thereupon allege, that Plaintiff was
7 terminated from Plaintiff's employment with Defendants as a result of Plaintiff's complaints about not
8 being paid all wages due, not receiving rest breaks, not receiving COVID-19 sick pay, exercising
9 Plaintiff's right to take rest breaks, and exercising Plaintiff's right to use the restroom. Defendants'
10 retaliatory animus is evidenced by, among other things, the aforementioned facts.

11 42. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
12 Defendants, and Defendants' officers and/or managing agents, including those identified herein as
13 DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy
14 for Defendants. The aforementioned conduct of said managing agents and individuals was therefore
15 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
16 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
17 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore
18 identified and designated herein as DOES 1-20, inclusive.

19 43. The damage allegations of Paragraphs 35 through 38, inclusive, are herein incorporated
20 by reference.

21 44. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
22 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

23 45. Because the acts taken toward Plaintiff were carried out by managerial employees acting
24 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights
25 and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
26 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

SECOND CAUSE OF ACTION
FOR RETALIATION
IN VIOLATION OF LABOR CODE §§ 1102.5 AND 1102.6
AGAINST ALL DEFENDANTS

46. Plaintiff re-alleges and incorporates by reference all Paragraphs, inclusive, as though set forth in full herein.

47. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from discharging an employee or in any manner discriminating or retaliating against, or taking any adverse action against, an employee because, among other things, the employee disclosed information to a government or law enforcement agency, or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. Pursuant to Labor Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.

48. Plaintiff reported suspected violations of the Labor Code to Plaintiff's supervisors.

49. Defendants subjected Plaintiff to the adverse employment action, including without limitation, termination because Plaintiff reported the suspected violations of the Labor Code to Plaintiff's supervisors.

50. Plaintiff's reports of these violations were a motivating and contributing factor for the adverse employment actions by Defendants against Plaintiff.

51. Said conduct violates Labor Code Labor Code §1102.5 and Labor Code §1102.6, and such violations were a proximate cause in Plaintiff's damages as hereinabove stated.

52. The damage allegations of Paragraphs 35 through 38, inclusive, are herein incorporated by reference.

1 53. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
2 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

3 54. The foregoing conduct of Defendants individually, or by and through their managing
4 agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on
5 by Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to
6 cruel and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice,
7 oppression, or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an
8 amount appropriate to punish or make an example of Defendants.

9
10 **THIRD CAUSE OF ACTION**
11 **FOR WRONGFUL TERMINATION**
12 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
13 **AGAINST ALL DEFENDANTS**

14 55. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 34, inclusive, as
15 though set forth in full herein.

16 56. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force
17 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
18 employees who complain about unpaid wages and/or attempt to exercise the rights under the Labor
19 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of
20 individual employees and job applicants who could not otherwise afford to protect themselves from
21 violations of the Labor Code.

22 57. At all relevant times mentioned in this complaint, Labor Code §1102.5 was in full force
23 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
24 employees who disclose reasonable suspicions of illegal activity or conduct by their employer to a
25 government or law enforcement agency, or to employer itself. Labor Code §1102.5 reflects the State's
26 broad public policy interest in encouraging workplace "whistleblowers," who may without fear of
27 retaliation report concerns regarding an employer's suspected illegal conduct, irrespective of whether
28 the reporting is made to governmental agencies or to the employer itself, and irrespective of whether

1 the employee's suspicions are correct that the challenged conduct actually violates some law. Indeed,
2 the law in California is that an employee's good faith but mistaken belief in the illegality of his co-
3 workers', supervisor's, and employer's conduct is protected from employer retaliation in the whistle-
4 blowing context.

5 58. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
6 engagement in protected activities under Labor Code §§ 98.6 and/or 1102.5 was a proximate cause in
7 Plaintiff's damages as stated below.

8 59. The damage allegations of Paragraphs 35 through 38, inclusive, are herein incorporated
9 by reference.

10 60. The foregoing conduct of Defendants individually, or by and through their officers,
11 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
12 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
13 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
14 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
15 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

16
17 **FOURTH CAUSE OF ACTION**
18 **FOR FAILURE TO PAY WAGES DUE**
19 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
20 **AGAINST ALL DEFENDANTS**

21 61. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 62. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
24 required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants failed
25 to pay Plaintiff for all his hours. Despite having to be paid 20 hours for COVID pay, Plaintiff was only
26 paid for 12 hours. As such, Plaintiff is owed at least 8 hours of unpaid wages.

27 63. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8
28 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

1 64. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
2 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
3 recover such amounts, plus interest thereon, attorneys' fees and costs.

4 65. Labor Code §558(a) provides that any person acting on behalf of an employer who
5 violates, or causes to be violated, any statute or provision regulating hours and days of work in any order
6 of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid
7 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting
9 on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period
10 for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

11 66. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount stated
12 above based upon Defendants' underpayment of minimum and overtime wages. Within the one year
13 immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code
14 §558.

15
16 **FIFTH CAUSE OF ACTION**
17 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
18 **LABOR CODE §2802**
19 **AGAINST ALL DEFENDANTS**

20 67. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 68. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to
23 patronize his or her employer, or any other person, in the purchase of any thing of value."

24 69. Pursuant to Labor Code §2802(a), "an employer shall indemnify his or her employee for
25 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
26 his or her duties, or of his or her obedience to the directions of the employer."

27 70. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the
28 duties required by Defendants, as alleged hereinabove.

1 71. Pursuant to Labor Code §2802(a), Defendants are legally required to reimburse Plaintiff
2 for all necessary expenditures incurred in the performance of Plaintiff's duties.

3 72. Defendants have failed and refused to reimburse Plaintiff for all necessary business
4 expenditures, including: the use of Plaintiff's personal cellphone.

5 73. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
6 2502(a), Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary
7 aforementioned expenditures.

8 74. As a proximate result of the aforementioned violations of Labor Code §§450(a) and
9 2502(a), Plaintiff has been damaged in an amount according to proof at the time of trial, but estimated as
10 follows: In the four years preceding this action, therefore, Defendants have at the very least failed to
11 reimburse Plaintiff for approximately \$350.00.

12 75. Pursuant to Labor Code §2802(b), Plaintiff requests that the Court award interest at the
13 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
14 expenditure or loss.

15 76. Pursuant to Labor Code §2802(c), Plaintiff requests that the Court award Plaintiff
16 reasonable attorneys' fees and costs incurred in this action.

17
18 **SIXTH CAUSE OF ACTION**
19 **FOR FAILURE TO PROVIDE REST BREAKS**
20 **LABOR CODE §§226.7, 512**
21 **AGAINST ALL DEFENDANTS**

22 77. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
23 though set forth in full herein.

24 78. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
25 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
26 thereof.

79. Defendants failed and refused to provide Plaintiff with rest periods, and failed to compensate Plaintiff for rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001, as follows:

a. Throughout Plaintiff's employment, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 122 days.

80. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

a. Throughout Plaintiff's employment, Defendants failed to provide Plaintiff with the statutory rest period on approximately 122 separate days. Consequently, Plaintiff is owed one hour of pay at \$16.00 for each day, or \$1,952.00, plus interest thereon, for unpaid rest periods. Thus, the total missed rest period compensation owing Plaintiff for this time period is \$1,952.00.

81. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

82. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover such amounts in the combined amount of \$1,952.00, pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

SEVENTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS

LABOR CODE §§226 ET SEQ.

AGAINST ALL DEFENDANTS

83. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

84. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its

1 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
2 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
3 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
4 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
5 at all.

6 85. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
7 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
8 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

9 86. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
10 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
11 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
12 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
13 by Plaintiff.

14 87. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

15 88. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
16 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
17 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
18 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
19 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
20 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
21 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
22 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

23 89. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
24 §226 approximately 13 times during the one year preceding the filing of this complaint. Consequently,
25 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
26 amount of \$4,000.00, whichever is greater.

1 90. In addition thereto, for Defendant's 13 violations, Defendants are penalized \$50.00 for the
2 first violation, and the remainder of which Defendants are penalized \$100.00 each, for a total due in Labor
3 Code §226.3 penalties of \$1,250.00.

4 91. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
5 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
6 applicable provisions, as well as attorneys' fees and costs.

7
8 **EIGHTH CAUSE OF ACTION**
9 **FOR WAITING TIME PENALTIES**
10 **LABOR CODE §§201-203**
11 **AGAINST ALL DEFENDANTS**

12 92. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 93. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
15 other compensation due immediately upon termination or within 72 hours of resignation, as required.
16 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
17 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
18 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
19 203.

20 94. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
21 203.

22 95. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
23 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
24 more than \$3,840.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage rate of
25 \$128.00, inclusive of overtime.

26 96. Based on Defendants' conduct as alleged herein, Defendants are liable for \$3,840.00 in
27 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
28 fees and costs.

NINTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
AGAINST ALL DEFENDANTS

97. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

98. Labor Code section 2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties for Defendants ' violations of the California Labor Code.

99. Plaintiff was an aggrieved employee within the meaning of Labor Code sections 2699, subdivision (c) and 2699.3, subdivision (a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

100. On March 28, 2023, more than 65 calendar days before filing this Complaint, Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code section 2699.3, subdivision (a) by citing the specific provisions of the Labor Code alleged to have been violated, including the facts and theories sufficient to support the alleged violations.

101. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) and §2699.3(c) apply to this action.

102. Further, as of the filing of this Complaint, Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor Code §2699.

PENALTIES

103. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such civil penalties 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) and Labor Code §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which a civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable civil penalties, as follows:

a. As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor Code except for those for which a civil penalty is specifically provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely independent and apart from any other penalty provided for in the Labor Code), for violations of Labor Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid, and \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid, with all wages recovered pursuant to Labor Code §557 paid to the aggrieved employees;

c. As applicable, Labor Code §98.6 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants retaliated against for complaining of activity which any aggrieved employee believed to be illegal and in violation of California law, in the amount of a civil penalty not exceeding \$10,000 for each aggrieved employee;

d. As applicable, Labor Code §204 (in addition to an entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed to pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial

1 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25
2 percent of the amount unlawfully withheld;

3 e. As applicable, civil penalties under Labor Code §203 (in addition to and entirely
4 independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee
5 who was discharged or quit, and was not paid all earned wages at termination in accordance with Labor
6 Code §§201, 201.1, 201.5, 202, and 205, in the amount of a civil penalty of one day of pay, at the same
7 rate, for each day that he or she was paid late, until payment was/is made, up to a maximum of thirty
8 (30) days;

9 f. As applicable, civil penalties under Labor Code §221 (in addition to an entirely
10 independent and apart from any other penalty provided in the Labor Code), for any aggrieved employee
11 who Defendants failed to pay all earned wages during employment, in the amount of a civil penalty of
12 \$100 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
13 violation;

14 g. As applicable, Labor Code §510 (in addition to and entirely independent and apart
15 from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed
16 to pay overtime wages during employment, in the amount of a civil penalty of \$100 for the initial
17 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25
18 percent of the amount unlawfully withheld;

19 h. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
20 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor
21 Code §§221 and 223, in the amount of \$100 for each aggrieved employee per pay period for each
22 violation; and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25
23 percent of the amount unlawfully withheld;

24 i. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
25 independent and apart from any other civil penalty provided in the Labor Code), for each violation of
26 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each
27 violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation;
28

1 j. As applicable, Labor Code §226.7 (in addition to an entirely independent and apart
2 from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed
3 to pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial
4 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

5 k. As applicable, Labor Code §512 (in addition to an entirely independent and apart
6 from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed
7 to pay all earned wages during employment, in the amount of a civil penalty of \$100 for the initial
8 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation plus 25;

9 l. As applicable, Labor Code §227.3(in addition to and entirely independent and
10 apart from any other penalty provided in the Labor Code), for any aggrieved employee who did not
11 receive unused vested vacation in their final check, in the amount of a civil penalty not exceeding
12 \$10,000 for each aggrieved employee;

13 m. As applicable, Labor Code §246 (in addition to an entirely independent and apart
14 from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants failed
15 to provide paid sick leave, in the amount of a civil penalty of \$100 for the initial violation, and \$200
16 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of the amount
17 unlawfully withheld;

18 n. As applicable, civil penalties under Labor Code §1197.1 (in addition to and
19 entirely independent and apart from any other penalty provided in the Labor Code) for violations of
20 Labor Code §§ 1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each
21 pay period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to
22 recover underpaid wages, and \$250 for each subsequent violation for each underpaid aggrieved
23 employees regardless of whether the initial violation was intentionally committed in addition to an
24 amount sufficient to recover underpaid wages, with all wages recovered pursuant to Labor Code
25 §§1197.1;

26 o. As applicable, civil penalties under Labor Code §2802 (in addition to and entirely
27 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor
28

1 Code §2802, in the amount of \$100 for each aggrieved employee per pay period for each violation; and
2 \$200 for each aggrieved employee per pay period for each subsequent violation;

3 p. As applicable, Labor Code §1102.5 (in addition to and entirely independent and
4 apart from any other penalty provided in the Labor Code), for any aggrieved employee who Defendants
5 retaliated against for complaining of activity which any aggrieved employee believed to be illegal and
6 in violation of California law, in the amount of a civil penalty not exceeding \$10,000 for each aggrieved
7 employee;

8 q. As applicable, any and all additional applicable civil penalties and sums as
9 provided by the Labor Code and/or other relevant statutes.

10 104. As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor
11 Code except for those for which a civil penalty is specifically provided, in the amount of one hundred
12 dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars
13 (\$200.00) for each aggrieved employee per pay period for each subsequent violation; and

14 105. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties
15 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
16 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
17 to the aggrieved employees.

18 106. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
19 recovery of pre-judgment interest on all amounts recovered herein.

20 107. As a direct and proximate result of Defendants' California Labor Code violations as set
21 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
22 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
23 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
24 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
25 provide for a penalty, §§203, 210, 225.5, 226.3, 226.7, 510, 512, and 558.

26 108. Further, Plaintiffs are entitled; to recover reasonable attorneys' fees and costs pursuant to
27 Labor Code §§2699(g)(1) and any other applicable statute.

TENTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
AGAINST ALL DEFENDANTS

109. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

110. Defendants' violations of 8 Code of Regulations §11040, Industrial Welfare Commission Order No. 4-2001, Labor Code §§201-203, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198.5, 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay all wages, Defendants' failure to provide rest breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

111. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

112. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$1,000,000 as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,

1 together with interest on these amounts; for other special damages; and for general damages for mental
2 pain and anguish and emotional distress and loss of earning capacity;

3 2. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

4 3. For civil penalties pursuant to Labor Code § 1102.5 in the amount of no less than
5 \$10,000.00;

6 4. For penalties pursuant to Labor Code §226.8(b)-(c), in the amount of no less than \$25,000;

7 5. For statutory penalties or damages pursuant to Labor Code §558 in the amount to be
8 determined at trial;

9 6. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in the
10 amount of no less than \$350.00, plus interest;

11 7. For payment of rest period compensation pursuant to Labor Code §226.7, 512, in the
12 amount of no less than \$1,952.00;

13 8. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

14 9. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
15 less than \$1,250.00;

16 10. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
17 than \$3,840.00;

18 11. For statutory penalties pursuant to Labor Code §2699(f), in an amount to be determined,
19 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved employees,
20 estimated to exceed \$500,000.00;

21 12. For prejudgment interest on each of the foregoing at the legal rate from the date the
22 obligation became due through the date of judgment in this matter.

23 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
24 amount according to proof, as follows:

25 13. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
26 condemning Defendants' discriminatory practices;

27 14. For injunctive relief barring Defendants' discriminatory employment policies and
28 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

1 15. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
2 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

3 16. For injunctive relief compelling Defendants to report to federal and state authorities wages
4 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
5 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
6 this in an amount according to the proof;

7 17. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
8 conduct, misclassification of Plaintiff as an independent contractor, and failure to pay wages and other
9 compensation in accordance with the law;

10 18. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
11 Code and/or any other basis;

12 19. For post-judgment interest; and

13 20. For any other relief that is just and proper.

14 DATED: September 13, 2023

GUERRA & CASILLAS LLP

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16 By: 

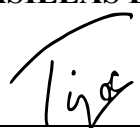
Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Guile Gomez, Esq.
Attorneys for Plaintiff
LUDYN DANNYEL VASQUEZ

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20 **JURY TRIAL DEMANDED**

21 Plaintiff demands trial of all issues by jury.

22 DATED: September 13, 2023

GUERRA & CASILLAS LLP

23
24 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Guile Gomez, Esq.
Attorneys for Plaintiff
LUDYN DANNYEL VASQUEZ