

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CATHYJON ENTERPRISES, INC., a California Corporation,

****Additional Parties Attached****

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

ALVER DE JESUS RAMOS, on behalf of the general public and other
“aggrieved employees”,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Civil Complex Center
751 W. Santa Ana Blvd.
Santa Ana, CA 92701

CASE NUMBER:
(Número del Caso):

30-2023-01338748-CU-OE-CXC

Judge Lon F. Hurwitz

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roman Otkupman, Nidah Farishta: 5743 Corsa Ave, Suite 123, Westlake Village, CA 91362; (818)293-5623

DATE: 07/18/2023 DAVID H. YAMASAKI, Clerk of the Court

Clerk, by S. Juarez, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

SHORT TITLE:

Alver De Jesus Ramos v. Cathyjon Enterprises, Inc., et al.

CASE NUMBER:

30-2023-01338748-CU-OE-CXC

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

CALIFORNIA FAUCETS, INC., a California Corporation and DOES 1 through 10, inclusive.

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Assigned for All Purposes

Judge Lon Hurwitz

Dept. CX103

Attorney for Plaintiff,

Alver De Jesus Ramos, on behalf of the general public and other “aggrieved employees”

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ALVER DE JESUS RAMOS, on behalf of
the general public and other “aggrieved
employees”,

Plaintiff,

vs.

CATHYJON ENTERPRISES, INC., a
California Corporation, CALIFORNIA
FAUCETS, INC., a California Corporation
and DOES 1 through 10, inclusive.

Defendants.

CASE NO. 30-2023-01338748-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e) 1174(d), 201-203,
204(a)(b), 2802, 212(a)(2), 213, 210,
218, 222, 6400, 6401, 6403, 6404,
6407**

DEMAND FOR JURY TRIAL

Plaintiff Alver De Jesus Ramos (Plaintiff”), on behalf of the general public other “aggrieved
employees” complains of Defendants as follows:

I. INTRODUCTION

1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on
behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by
Cathyjon Enterprises, Inc., California Faucets, Inc. and any subsidiaries or affiliated companies
(hereinafter collectively referred to as “Defendants”) within California.

2. Plaintiff and Defendants’ California employees were routinely unable, and not
authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
minute meal break for every shift they worked. Specifically, Plaintiff and Defendants’ California
employees were forced to continue working through their meal and rest breaks in order to assist
Defendants’ needs. Because of this, Plaintiff and Defendants’ California employees were unable to

1 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
2 hour's pay for each missed meal and rest break to Plaintiff and Defendants' California employees
3 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
4 and IWC Order No. 5-2001, Section 12.

5 3. Plaintiff and Defendants' California employees were required to work off the clock
6 for Defendants. Plaintiff and Defendants' California employees were obligated to attend
7 training/orientation. It took Plaintiff on the average of 30 minutes to an hour to complete these tasks.
8 Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were
9 completed outside of his regular work hours. These excess hours were not recorded on our client's
10 and Defendants' California employees wage statements. Plaintiff and Defendants' California
11 employees should have been compensated for that time, but he was not in violation of Labor Code
12 Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendants' California employees were
13 not paid for all hours worked including all straight time wages, and overtime wages. These failures
14 to pay wages constitute violations of Labor Code § 510 and 1194.

15 4. Plaintiff also claims that Defendants have failed to pay all overtime wages due to
16 non-exempt employees. As a result, employees are not properly compensated for work performance
17 in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
18 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
19 Defendants regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
20 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
21 Plaintiff and Defendants' California employees were forced to work overtime and were not paid for
22 all hours worked including all straight time wages, and overtime wages. These failures to pay all
23 overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

24 5. Defendants failed to issue Plaintiff and Defendant's California employees accurately
25 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
26 employees with all wages due, as detailed above, their wage statements failed to accurately state all
27 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
28 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
hourly rates during the pay period and the corresponding number of hours worked, in violation of
Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These

violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

6. Defendants knowingly and intentionally failed to provide Plaintiff and Defendants' California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendants' California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hours worked.

7. Our client further alleges that Defendants paid him and Defendants' California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

8. Defendant pays Plaintiff and its California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendants' California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

9. Defendants failed to reimburse Plaintiff and Defendants' California employees for the equipment they purchased to perform work for Defendant such as face masks, home internet, work computer. Moreover, Defendants failed to reimburse Plaintiff and Defendants' California employees for uniform maintenance and home internet. Defendants further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendants. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendants' California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendants, in violation of Labor Code § 2802.

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1 10. Defendants have violated Labor Code § 212(a)(2) because they issued Plaintiff and
2 Defendants' California employees gift cards. Therefore, Plaintiff was not paid all wages due in
3 violation of Labor Code § 212(a)(2). As a result, Defendant is liable for civil penalties pursuant to
4 Labor Code § 212(a)(2). Defendants have violated Labor Code § 213 because it required Plaintiff
5 and Defendants' California employees to receive wages through a pay card. Defendants only paid
6 wages by pay card. As a result, Defendants are liable for civil penalties pursuant to Labor Code
§ 213.

7 11. Defendants failed to continue to take precautions to ensure employee safety after the
8 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
9 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendants' California employees, directly after the
10 onset of COVID, were required to partake in mandatory temperature and health checks, but these
11 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
12 still a health risk to the employees. Plaintiff and Defendants' California employees were also
13 required to provide their own masks at the workplace. As a result of these practices, Defendants have
14 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
and healthful environment for their Employees, as outlines above. Defendants are liable for civil
penalties pursuant to Cal. Labor Code § 2699 *et seq.*

15 12. Defendants failed to pay all wages earned to Plaintiff and Defendants' California
16 employees as a result of the unlawful employment policies and practices herein. As a result of these
17 practices, Plaintiff and Defendants' California employees were underpaid for hours worked,
18 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
19 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
20 to pay wages as required by law.

21 13. Plaintiff, on behalf of the general public other "aggrieved employees" brings this
22 action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a)(e), 1174(d), 212(a)(2),
213, 201-203, 204(a)(b), 2802, 210, 218, 6400, 6401, 6403, 6404, 6407.

23 14. Venue as to each Defendant is proper in this judicial district, pursuant to Code
24 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
25 alleged herein took place in Huntington Beach, California.

26 ///

27 ///

II. PARTIES

A. PLAINTIFF

15. Plaintiff ALVER DE JESUS RAMOS is a resident of Huntington Beach, California. At all times relevant herein, he was employed by Defendants in Orange County, California. Plaintiff was employed by Defendants as a non-exempt, hourly employee in California, including in and around the city of Huntington Beach, County of Orange. During Plaintiff's employment:

- A. Plaintiff did not receive final wages at the time of his termination.
- B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu thereof, as required by the Labor Code and relevant Wage Orders.
- C. Plaintiff was required to work either in excess of eight hours per workday or in excess of forty hours per workweek without receiving compensation at a rate of one and one half the regular rate of pay.
- D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in violation of Labor Code § 226(a).
- E. Plaintiff did not receive his compensation in accordance with Labor Code § 204 in that Defendants failed to issues wages to its employees within seven (7) calendar days after the pay period ended.
- F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in accordance with Labor Code §§ 201-203.
- G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for reasonable and necessary expenses in the course of their job duties, in violation of Labor Code § 2802.

B. DEFENDANTS

16. Defendant Cathyjon Enterprises, Inc. is doing business in Huntington Beach, California. It operates within the State of California. Defendants employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Huntington Beach, California.

17. Defendant California Faucets, Inc. is doing business in Huntington Beach, California. It operates within the State of California. Defendants employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Huntington Beach, California.

1 18. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS'
2 CALIFORNIA EMPLOYEES," shall mean Defendants Cathyjon Enterprises, Inc. and California
3 Faucets, Inc.'s non-exempt employees.

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

11 20. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
14 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
15 employer and/or joint employer of Plaintiff and all other aggrieved employees.

14 **FACTUAL ALLEGATIONS**

15 21. Plaintiff and Defendants' California employees were routinely unable, and not
16 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
17 minute meal break for every shift they worked. Specifically, Plaintiff and Defendants' California
18 employees were forced to continue working through their meal and rest breaks in order to assist
19 Defendants' needs. Because of this, Plaintiff and Defendants' California employees were unable to
20 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
21 hour's pay for each missed meal and rest break to Plaintiff and Defendants' California employees
22 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
23 and IWC Order No. 5-2001, Section 12.

24 22. Plaintiff and Defendants' California employees were required to work off the clock
25 for Defendants. Plaintiff and Defendants' California employees were obligated to attend
26 training/orientation. It took Plaintiff on the average of 30 minutes to an hour to complete these tasks.
27 Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were
28 completed outside of his regular work hours. These excess hours were not recorded on our client's
and Defendants' California employees wage statements. Plaintiff and Defendants' California

1 employees should have been compensated for that time, but he was not in violation of Labor Code
2 Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendants' California employees were
3 not paid for all hours worked including all straight time wages, and overtime wages. These failures
4 to pay wages constitute violations of Labor Code § 510 and 1194.

5 23. Plaintiff also claims that Defendants have failed to pay all overtime wages due to
6 non-exempt employees. As a result, employees are not properly compensated for work performance
7 in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
8 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
9 Defendants regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
10 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
11 Plaintiff and Defendants' California employees were forced to work overtime and were not paid for
12 all hours worked including all straight time wages, and overtime wages. These failures to pay all
13 overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

14 24. Defendants failed to issue Plaintiff and Defendant's California employees accurately
15 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
16 employees with all wages due, as detailed above, their wage statements failed to accurately state all
17 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
18 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable
19 hourly rates during the pay period and the corresponding number of hours worked, in violation of
20 Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These
21 violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants'
22 California employees.

23 25. Defendants knowingly and intentionally failed to provide Plaintiff and Defendants'
24 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
25 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
26 Defendants' California employees, and the records maintained by Defendants, have not accurately
27 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
28 premiums, and total hour worked.

29 26. Our client further alleges that Defendants paid him and Defendants' California
30 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
31 were not paid all wages due and owing throughout the course of their employment as a result of

1 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
2 were not paid all final wages due and owing for the entirety of their employment. This violates
3 Labor Code §§ 201-203.

4 27. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
5 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
6 be paid no later than seven calendar days following the close of the payroll period. Due to the
7 violations described above, Plaintiff and Defendants' California employees did not receive all of
8 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

9 28. Defendants failed to reimburse Plaintiff and Defendants' California employees for the
10 equipment they purchased to perform work for Defendant such as face masks, home internet, work
11 computer. Moreover, Defendants failed to reimburse Plaintiff and Defendants' California employees
12 for uniform maintenance and home internet. Defendants further failed to reimburse its California
13 employees for using their personal cell phones for the benefit of Defendants. Labor Code section
14 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary
15 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
16 duties." As such, Plaintiff and Defendants' California employees have incurred reasonable and
17 necessary expenses in the course of their job duties, which were not reimbursed by Defendants, in
18 violation of Labor Code § 2802.

19 29. Defendants have violated Labor Code § 212(a)(2) because they issued Plaintiff and
20 Defendants' California employees gift cards. Therefore, Plaintiff was not paid all wages due in
21 violation of Labor Code § 212(a)(2). As a result, Defendant is liable for civil penalties pursuant to
22 Labor Code § 212(a)(2). Defendants have violated Labor Code § 213 because it required Plaintiff
23 and Defendants' California employees to receive wages through a pay card. Defendants only paid
24 wages by pay card. As a result, Defendants are liable for civil penalties pursuant to Labor Code
25 § 213.

26 30. Defendants failed to continue to take precautions to ensure employee safety after the
27 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
28 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendants' California employees, directly after the
onset of COVID, were required to partake in mandatory temperature and health checks, but these
activities were not enforced or practiced quickly after the onset of COVID and when COVID was
still a health risk to the employees. Plaintiff and Defendants' California employees were also

1 required to provide their own masks at the workplace. As a result of these practices, Defendants have
2 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
3 and healthful environment for their Employees, as outlines above. Defendants are liable for civil
4 penalties pursuant to Cal. Labor Code § 2699 *et seq.*

5 31. Defendants failed to pay all wages earned to Plaintiff and Defendants' California
6 employees as a result of the unlawful employment policies and practices herein. As a result of these
7 practices, Plaintiff and Defendants' California employees were underpaid for hours worked,
8 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
9 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
10 to pay wages as required by law.

11 32. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business &*
12 *Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and
13 continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

14 **CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR** 17 **CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d), 201-203, 204(a)(b), 2802,** 18 **212(a)(2), 213, 210, 218, 6400, 6401, 6403, 6404, 6407**

19 33. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
20 forth herein.

21 34. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code §
22 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
23 226(a), (e), 201-203, 204(a)(b), 1174(d), 2802, 212(a)(2), 213, 210, 218, 6400, 6401, 6403, 6404,
24 6407

25 35. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties
26 in an amount to be shown at the time of trial subject to the following formula:

- 27 a. With respect to the violation of Labor Code § 2699(f) for violations of
28 Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d),
201-203, 204(a)(b), 2802, 212(a)(2), 213, 210, 218, 6400, 6401, 6403,
6404, 6407, \$100 for the initial violation per employee per pay period
and \$200 for each subsequent violation per employee per pay period.

1 36. These penalties will be allocated 75% to the Labor Workforce Development Agency,
2 and 25% to the affected employees.

3 37. On May 11, 2023, Plaintiff sent a letter, by certified mail, return receipt requested, to
4 the LWDA and Defendants setting forth the facts and theories of the violations alleged against
5 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “A”**). Pursuant to Labor Code §
6 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
7 days of May 11, 2023. Plaintiff may therefore commence this action to seek penalties pursuant to
8 Labor Code § 2698 *et seq.*

9 38. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
10 as described herein.

11 **ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR**
12 **COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

13 39. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
14 forth herein.

15 40. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each
16 day that Defendants failed to properly provide one or more meal or rest periods as set forth in the
17 IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

18 41. Defendants have failed to provide Plaintiff and all other aggrieved employees one or
19 more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff
20 and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for
21 each day on which one or more meal or rest periods were not provided.

22 42. Plaintiff and Defendants’ California employees were routinely unable, and not
23 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
24 minute meal break for every shift they worked. Specifically, Plaintiff and Defendants’ California
25 employees were forced to continue working through their meal and rest breaks in order to assist
26 Defendants’ needs. Because of this, Plaintiff and Defendants’ California employees were unable to
27 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
28 hour’s pay for each missed meal and rest break to Plaintiff and Defendants’ California employees
29 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
30 and IWC Order No. 5-2001, Section 12.

31 43. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and

1 rest period compensations, which he was owed since he commenced working for Defendants,
2 according to proof.

3 44. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and
4 prejudgment interest.

5 **ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES**

6 **IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

7 45. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
8 forth herein.

9 46. Plaintiff and Defendants' California employees were required to work off the clock
10 for Defendants. Plaintiff and Defendants' California employees were obligated to attend
11 training/orientation. It took Plaintiff on the average of 30 minutes to an hour to complete these tasks.
12 Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were
13 completed outside of his regular work hours. These excess hours were not recorded on our client's
14 and Defendants' California employees wage statements. Plaintiff and Defendants' California
15 employees should have been compensated for that time, but he was not in violation of Labor Code
16 Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendants' California employees were
17 not paid for all hours worked including all straight time wages, and overtime wages. These failures
18 to pay wages constitute violations of Labor Code § 510 and 1194.

19 47. Plaintiff also claims that Defendants have failed to pay all overtime wages due to
20 non-exempt employees. As a result, employees are not properly compensated for work performance
21 in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
22 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
23 Defendants regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
24 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
25 Plaintiff and Defendants' California employees were forced to work overtime and were not paid for
26 all hours worked including all straight time wages, and overtime wages. These failures to pay all
27 overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

28 48. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,
Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor

Code § 1194.2.

**ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e)), 1174(d))**

49. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

50. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must accurately set forth, among other things, the total gross and net wages earned, the total hours worked, and the hourly rates in effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

51. Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

52. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hours worked.

53. The wage statements provided to Plaintiff and all other aggrieved employees fail to accurately itemize in wage statements total gross and net wages earned, and the total hours worked, and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage statements, thereby entitling him to penalties pursuant to Labor Code § 226(e).

1 **ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF**
2 **DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN**
3 **SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

4 54. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as
5 though fully set forth herein.

6 55. At all times material herein, the California Labor Code Sections 201, 202, and
7 203 were in effect and binding on Defendants.

8 56. California Labor Code § 202 requires employers to pay employees all wages due
9 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
10 part that “if an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately.” California Labor Code § 203 provides that if an
12 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
13 pay the subject employee’s wages until the back wages are paid in full or an action is
14 commenced. The penalty cannot exceed 30 days of wages.

15 57. Plaintiff was entitled to compensation for unpaid wages, but to date has not
16 received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to
17 Plaintiff at the time of his termination. Thus, since Defendants failed to promptly pay Plaintiff
18 all wages due to Plaintiff at the time of his termination, Defendants violated Section 201 of the
19 Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code
20 Section 203.

21 58. More than 30 days have passed since Plaintiff’s employment ended with
22 Defendants.

23 59. As a consequence of Defendants’ willful conduct in not paying wages owed to
24 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
25 Defendants’ failure to timely pay legal wages.

26 **ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES**
27 **IN VIOLATION OF LABOR CODE § 204(a)(b)**

28 60. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
29 forth herein.

30 61. At all times relevant herein, Labor Code § 204 was in full force and effect and
31 binding on Defendants.

62. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All earned wages must be paid at least twice a month, on days designated in advance by the employer. Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid between the 16th and 26th day of the same month. Work performed between the 16th and the last day of the month must be paid between the 1st and 10th day of the following month. (Labor Code § 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

63. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendants' California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

64. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees earned wages when they became due, failed to pay wages on a bi-weekly basis, and have failed to comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California Employees did not receive all of their wages earned when due and in a timely manner as required by Labor Code § 204.

65. Defendants have failed to comply with the above-section because they waited longer than seven days from the close of the pay period to pay its bi-weekly paid employees.

**ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN
VIOLATION OF CALIFORNIA LABOR CODE § 2802**

66. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though fully set forth herein.

67. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

68. Defendants failed to reimburse Plaintiff and Defendants' California employees for the equipment they purchased to perform work for Defendant such as face masks, home internet, work computer. Moreover, Defendants failed to reimburse Plaintiff and Defendants' California employees for uniform maintenance and home internet. Defendants further failed to

1 reimburse its California employees for using their personal cell phones for the benefit of
2 Defendants. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
3 employee for all necessary expenditures or losses incurred by the employee in direct consequence
4 of the discharge of his or her duties.” As such, Plaintiff and Defendants’ California employees
5 have incurred reasonable and necessary expenses in the course of their job duties, which were
6 not reimbursed by Defendants, in violation of Labor Code § 2802.

6 69. As such, Plaintiff and Defendant’s California employees have incurred
7 reasonable and necessary expenses in the course of their job duties, which were not reimbursed
8 by Defendant, in violation of Labor Code § 2802.

9 70. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
10 interest and attorneys’ fees and cost, under Labor Code § 2802.

11 71. Plaintiff also requests relief as described below.

12 **ALLEGATIONS AS TO VIOLATION OF LABOR CODE § 212(a)(2), 213**

13 72. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
14 forth herein.

15 73. Section 212(a)(2) of the California Labor Code requires that any scrip, coupon, cards,
16 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
17 in money

18 74. Defendant has violated Labor Code § 212(a)(2) because they issued Plaintiff gift
19 cards. Therefore, Plaintiff was not paid all wages due in violation of Labor Code § 212(a)(2). As a
20 result, Defendant is liable for civil penalties pursuant to Labor Code § 212(a)(2).

21 75. Defendant has violated Labor Code § 213 because it required Plaintiff to receive
22 wages through a pay card. Defendant only paid wages by pay card. As a result, Defendant is liable
23 for civil penalties pursuant to Labor Code § 213.

24 76. Wherefore, Plaintiff and the Class he seeks to represent request relief as described
25 below.

26 ///

27 ///

28 ///

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**ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,
INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF
(LABOR CODES §§ 210, 218)**

77. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

78. Section 2(K) or Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197 required employers to compensate Plaintiff for all hours worked at least at a minimum wage established by the Wage Order. Defendants did not pay for all hours worked and frequently required Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period as more set forth below:

79. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a). Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

**ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT
THAT IS SAFE AND HEALTHFUL IN VIOLATION OF
(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

80. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

81. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for Plaintiff therein. Cal. Labor Code § 6401 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer.

82. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.

1 Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety
2 devices and safeguard reasonably adequate to render the employment and place of employment safe,
3 or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of
Plaintiff and Defendant's California employees.

4 83. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any
5 place pf employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every
6 employer and every employee shall comply with occupational safety and health standards, with
7 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to
8 this division which are applicable to his own actions and conduct. Defendants failed to continue to
9 take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1).
10 "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff,
11 directly after the onset of COVID, were required to partake in mandatory temperature and health
12 checks, but these activities were not enforced or practiced quickly after the onset of COVID and
13 when COVID was still a health risk to Plaintiff and Defendant's California employees. Plaintiff and
Defendant's California employees was also required to provide their own masks at the workplace.

14 84. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,
15 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for
16 Plaintiff, as outlines above.

17 **RELIEF REQUESTED**

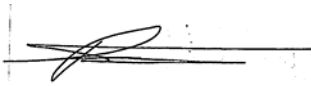
18 WHEREFORE, Plaintiff prays for the following relief:

- 19 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved
20 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty
(30) days;
- 21 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved
22 employees;
- 23 3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved
24 employees;
- 25 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved
26 employees;
- 27 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved
28 employees;

- 1 6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved
2 employees;
3 7. For penalties pursuant to Labor Code § 212(a)(2) for Plaintiff and all other aggrieved
4 employees;
5 8. For penalties pursuant to Labor Code § 213 for Plaintiff and all other aggrieved
6 employees;
7 9. For penalties pursuant to Labor Code § 1174(d) for Plaintiff and all other aggrieved
8 employees;
9 10. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved
10 employees;
11 11. For penalties pursuant to Labor Code § 222 for Plaintiff and all other aggrieved
12 employees;
13 12. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved
14 employees;
15 13. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and
16 all other aggrieved employees;
17 14. An award providing for payment of costs of suit pursuant to Labor Code §
18 2699(g)(1);
19 15. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);
20 16. An award of prejudgment and post-judgment interest;
21 17. An award providing for payment of costs of suit; and
22 18. Such other and further relief as this Court may deem just and proper.

23
24
25 Dated: July 18, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

26
27 By: 

ROMAN OTKUPMAN
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: July 18, 2023

OTKUPMAN LAW FIRM,
A Law Corporation

By: 

ROMAN OTKUPMAN
Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

May 11, 2023

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

California Faucets, Inc.
5231 Argosy Avenue
Huntington Beach, CA 92649
Defendant certified mail # 7022 2410 0001 4143 6957

VIA CERTIFIED MAIL

Agent for Service of Process
Jeffrey Howard Silverstein
90 Quail Canyon
Irvine, CA 92618
Agent certified mail # 7022 2410 0001 4143 6964

VIA CERTIFIED MAIL

Cathyjon Enterprises, Inc.
7711 Center Ave, Suite 670
Huntington Beach, CA 92647
Defendant certified mail # 7022 2410 0001 4143 6971

VIA CERTIFIED MAIL

Agent for Service of Process
Becky Degeorge
2710 Gateway Oaks Drive
Sacramento, CA 95833
Agent certified mail # 7022 2410 0001 4143 6988

VIA CERTIFIED MAIL

Cathyjon Enterprises, Inc.
5271 Argosy Ave
Huntington Beach, CA 92649
Defendant certified mail # 7022 2410 0001 4143 6995

Labor & Workforce Development Agency
California Faucets, Inc.
Cathyjon Enterprises, Inc. DBA HB Staffing
May 11, 2023
Page 2

Re: ***Alver De Jesus Ramos v. California Faucets, Inc., Cathyjon Enterprises, Inc. DBA HB Staffing – Labor Code Violations of California Faucets, Inc., Cathyjon Enterprises, Inc. DBA HB Staffing – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Alver De Jesus Ramos (“Plaintiff”), a former California employee of California Faucets, Inc., Cathyjon Enterprises, Inc. DBA HB Staffing (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about March of 2020. While working for Defendants as a Customer Service, Plaintiff was earning (\$18.00) dollars per hour.

Plaintiff and Defendants’ California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendants’ California employees were forced to continue working through their meal and rest breaks in order to assist Defendants’ needs. Because of this, Plaintiff and Defendants’ California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendants’ California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendants’ California employees were required to work off the clock for Defendants. Plaintiff and Defendants’ California employees were obligated to attend training/orientation. It took Plaintiff on the average of 30 minutes to an hour to complete these tasks. Defendants did not compensate Plaintiff and Defendants’ California employees if these tasks were completed outside of his regular work hours. These excess hours were not recorded on our client’s and Defendants’ California employees wage statements. Plaintiff and Defendants’ California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendants’ California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendants have failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek

at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendants regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendants' California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendants' California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendants' California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendants' California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendants' California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendants failed to reimburse Plaintiff and Defendants' California employees for the equipment they purchased to perform work for Defendant such as face masks, home internet, work computer. Moreover, Defendants failed to reimburse Plaintiff and Defendants' California employees for uniform maintenance and home internet. Defendants further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendants. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary

expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendants’ California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendants, in violation of Labor Code § 2802.

Defendants have violated Labor Code § 212(a)(2) because they issued Plaintiff and Defendants’ California employees gift cards. Therefore, Plaintiff was not paid all wages due in violation of Labor Code § 212(a)(2). As a result, Defendant is liable for civil penalties pursuant to Labor Code § 212(a)(2). Defendants have violated Labor Code § 213 because it required Plaintiff and Defendants’ California employees to receive wages through a pay card. Defendants only paid wages by pay card. As a result, Defendants are liable for civil penalties pursuant to Labor Code § 213.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendants’ California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendants’ California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

Defendants failed to pay all wages earned to Plaintiff and Defendants’ California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendants’ California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant’s California employees.

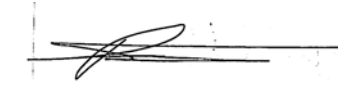
We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Labor & Workforce Development Agency
California Faucets, Inc.
Cathyjon Enterprises, Inc. DBA HB Staffing
May 11, 2023
Page 5

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in dark ink, appearing to be 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360 Otkupman Law Firm, ALC 5743 Corsa Ave, Suite 123 Westlake Village, CA 91362 TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310 ATTORNEY FOR (Name): Plaintiff Alver De Jesus Ramos		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: Santa Ana, CA 92701 CITY AND ZIP CODE: Civil Complex Center BRANCH NAME:		
CASE NAME: Alver De Jesus Ramos v. Cathyjon Enterprises, Inc., et al.		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 30-2023-01338748-CU-OE-CXC JUDGE: Judge Lon F. Hurwitz DEPT: CX103

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): One (1)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 18, 2023
Roman Otkupman

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
 - Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
- Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
 - Auto Subrogation
 - Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (*non-domestic relations*)
 - Sister State Judgment
 - Administrative Agency Award (*not unpaid taxes*)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint (*not specified above*) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (*non-harassment*)
 - Mechanics Lien
 - Other Commercial Complaint Case (*non-tort/non-complex*)
 - Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 08/07/2023

TIME: 05:10:00 PM

DEPT: CX103

JUDICIAL OFFICER PRESIDING: Lon F. Hurwitz

CLERK: M. Diaz

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: . None

CASE NO: **30-2023-01338748-CU-OE-CXC** CASE INIT.DATE: 07/18/2023

CASE TITLE: **Ramos vs. Cathyjon Enterprises, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74072973

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The Court finds that this case is exempt from the case disposition time goals imposed by California Rule of Court, rule 3.714 due to exceptional circumstances and estimates that the maximum time required to dispose of this case will exceed twenty-four months due to the following case evaluation factors of California Rules of Court, rules 3.715 and 3.400: Case is Complex.

Each party who has not paid the Complex fee of \$ 1000.00 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 calendar days from date of this minute order. Failure to pay required fees may result in the dismissal of complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Case Management Conference is scheduled for 12/06/2023 at 01:30 PM in Department CX103.

CASE MANAGEMENT CONFERENCE:

Plaintiff shall, at least five court days before the hearing, file with the Court and serve on all parties of record or known to Plaintiff a brief, objective summary of the case, its procedural status, the contentions of the parties and any special considerations of which the Court should be aware. Other parties who think it necessary may also submit similar summaries three court days prior to the hearing. DO NOT use the CMC (Case Management Statement) form used for non-complex cases (Judicial Council Form CM-110).

ELECTRONIC FILING:

This case is subject to **mandatory electronic filing** pursuant to Superior Court Rules, County of Orange, Rule 352 and mandatory electronic service by order of this Court. Plaintiff shall give notice of the Status Conference and the electronic filing and service requirement to all parties of record or known to plaintiff and shall attach a copy of this minute order.

PROPOSED ORDERS:

All **proposed orders** (including those submitted pursuant to stipulation) must be submitted in 2 electronic formats. One copy is to be filed in Word (without attachments), and another copy in.pdf format with all attachments/exhibits attached to it. Failure to follow this rule may result in the proposed order not being brought to the attention of the Court in a timely fashion. Ensure that the proposed order is identified as a "Proposed Order".

BOOKMARKING:

Bookmarking of exhibits to motions and supporting declarations - **The court requires strict compliance with CRC, rule 3.1110 (f) (4)** which requires electronic exhibits to include electronic bookmarks with the links to the first page of each exhibit, and with bookmarked titles that identify the exhibit number or letter and briefly describe the exhibit. CRC, rule 3.1110 (f) (4).

The court may continue a motion that does not comply with rule 3.1110 (f) (4) and require the parties to comply with that rule before resetting the hearing.

Clerk to give notice.

Plaintiff is to give notice to any party not listed on the Clerk's Certificate of Mailing/Electronic Service and is to file a proof of service.