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David W. Slayton,
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Attorneys for Plaintiff SONIA MUNOZ

SUPERIOR COURT OF CALIFORNIA

LOS ANGELES COUNTY

SONIA MUNOZ, an individual,) CASE NO.: **23STCV25415**

Plaintiff,) COMPLAINT FOR DAMAGES:

v.)

VILLA DEL RIO, INC.; WILLIAM NELSON,)
an individual; VICKI ROLLINS, an individual;)
CYNTHIA MORA, an individual; and DOES 1)

through 50, inclusive,)
Defendants.)
1. FAILURE TO PAY WAGES
2. FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS
3. UNFAIR BUSINESS PRACTICES
4. WAITING TIME PENALTIES PER
LABOR CODE §203

5. MEAL AND REST PERIOD
VIOLATIONS
6. FAILURE TO REIMBURSE
7. PRIVATE ATTORNEYS GENERAL
ACT OF 2004 ("PAGA") PER LABOR
CODE §2699, et seq.
8. HARASSMENT, DISCRIMINATION,
RETALIATION, AND HOSTILE
ENVIRONMENT IN VIOLATION OF
FEHA

[IMAGED FILE]

1 Plaintiff SONIA MUNOZ, an individual (hereinafter "Plaintiff") alleges as follows:

2 **GENERAL ALLEGATIONS**

3 The public policy of California declares:

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

10 (Labor Code §90.5 subd. (a).)

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

16 1. This lawsuit is brought in response to the Defendants' refusal to pay Plaintiff and
17 the other aggrieved employees all wages and premium wages that they earned during their
18 employment with Defendants, failed to relieve of duties during their meal and rest periods, failed
19 to reimburse them for business expenditures, failed to provide them with proper records, among
20 other Labor Code violations, and harassed, discriminated, retaliated, and created a hostile
21 environment against Plaintiff due to her perceived sexual orientation.

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

25 **JURISDICTION AND VENUE**

26 3. The Superior Court of the State of California for the County of Los Angeles has
27 jurisdiction over this case due to the fact that the alleged violations (a) of California Labor Code
28

1 (i.e. §§ 200 et seq.), (b) the California Business and Professions Code §§ 17200 *et seq.*, (c) the
2 California Fair Employment and Housing Act (“FEHA”) (Govt. C. §§12900-12996) and (d)
3 related common law violations occurred in the County of Los Angeles.

4 4. Venue is proper in the Stanley Mosk Courthouse of Los Angeles County Superior
5 Court pursuant to Code of Civil Procedure §395(a) and §395.5, because *inter alia*, (a) the
6 Defendants’ and Defendant corporation’s businesses are situated in this County and liabilities
7 claimed occurred in this County, and (b) complaints regarding such issues may be filed in the
8 Stanley Mosk Courthouse.
9

10 **PARTIES**

11 5. Plaintiff SONIA MUNOZ is an individual over the age of eighteen (18) and was
12 an employee of Defendants during the last 4 years.
13

14 6. Plaintiff is informed and believes that Defendant VILLA DEL RIO, INC. is a
15 California Corporation, and at all times mentioned herein operated its businesses within the
16 jurisdiction of this Court, and is believed to employ well over 100 employees.

17 7. Plaintiff is informed and believes that Defendant WILLIAM NELSON is an
18 individual who during the relevant time period has owned, managed and operated and continues
19 to own, manage and operate VILLA DEL RIO, INC., and who at all times mentioned in this
20 Complaint is believed to have herein resided within the jurisdiction of this Court. WILLIAM
21 NELSON was and remains a person acting on behalf of VILLA DEL RIO, INC., on information
22 and belief as the chief executive officer, chief financial officer, managing agent, and director of
23 VILLA DEL RIO, INC., who violated and/or who caused to violate various Labor Code sections
24 and other provisions regulating hours and days of work established by the Industrial Welfare
25 Commission of the State of California rendering him individually liable pursuant to Labor Code
26 Sections 558, 558.1, 98.6, 1102.5, 1197.1, and 2699 et. seq. In addition, WILLIAM NELSON is
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28

1 an officer, director, and person acting either individually or as a managing agent, who paid or
2 caused to be paid the Plaintiff and the other aggrieved employees a wage less than the minimum,
3 regular, and/or overtime rate of pay under the law, failed to relieve them of duties during their
4 meal and rest periods, failed to reimburse, and failed to provide accurate records, or by an order
5 of the commission and is therefore subject to a civil penalty, restitution of wages payable to the
6 employee, and any applicable wages, damages and penalties plus fees and costs imposed
7 pursuant to Labor Sections 203, 558, 558.1, and 2699 et. seq.

8
9 8. Plaintiff is informed and believes that Defendant VICKI ROLLINS is an
10 individual who during the relevant time period has owned, managed and operated and continues
11 to own, manage and operate VILLA DEL RIO, INC., and who at all times mentioned in this
12 Complaint is believed to have herein resided within the jurisdiction of this Court. VICKI
13 ROLLINS was and remains a person acting on behalf of VILLA DEL RIO, INC., on information
14 and belief as the secretary, managing agent, and director of VILLA DEL RIO, INC., who
15 violated and/or who caused to violate various Labor Code sections and other provisions
16 regulating hours and days of work established by the Industrial Welfare Commission of the State
17 of California rendering him individually liable pursuant to Labor Code Sections 558, 558.1, 98.6,
18 1102.5, 1197.1, and 2699 et. seq. In addition, VICKI ROLLINS is an officer, director, and
19 person acting either individually or as a managing agent, who paid or caused to be paid the
20 Plaintiff and the other aggrieved employees a wage less than the minimum, regular, and/or
21 overtime rate of pay under the law, failed to relieve them of duties during their meal and rest
22 periods, failed to reimburse, and failed to provide accurate records, or by an order of the
23 commission and is therefore subject to a civil penalty, restitution of wages payable to the
24 employee, and any applicable wages, damages and penalties plus fees and costs imposed
25 pursuant to Labor Sections 203, 558, 558.1, and 2699 et. seq.
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1 9. Plaintiff is informed and believes that Defendant CYNTHIA MORA is an
2 individual who during the relevant time period has worked at VILLA DEL RIO, INC. as
3 Plaintiff's direct supervisor, and who at all times mentioned in this Complaint is believed to have
4 herein resided within the jurisdiction of this Court. Plaintiff claims that Defendant CYNTHIA
5 MORA harassed, retaliated, and created a hostile environment against Plaintiff due to Plaintiff's
6 perceived sexual orientation in violation of FEHA.
7

8 10. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint
9 were licensed to do business and/or actually doing business in the State of California. Plaintiff
10 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
11 to 50, inclusive and for that reason, DOES 1 to 50 are sued under such fictitious names pursuant
12 to California Code of Civil Procedure ("CCP") §474. Plaintiff will amend this Complaint to
13 allege such names and capacities as soon as they are ascertained.
14

15 11. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
16 inclusive, are former co-employers and/or joint employers of Plaintiff.

17 12. Plaintiff is informed and believes and thereon alleges that DOES 1 to 50,
18 inclusive, are successors in interest to Defendants or are otherwise obligated to pay Plaintiff the
19 wages due and owing to them, e.g. by way of statute, common law, quantum meruit, express
20 written contract, implied in fact contract, or by way of common counts such as money had and
21 received. Plaintiff reserves the right to augment the foregoing allegations to more clearly set
22 forth this Defendant's liability as discovery progresses and reveals the same.
23

24 13. Plaintiff is informed and believes, and based upon such information and belief
25 alleges that the Defendants, and each of them, are now and/or at all times mentioned in this
26 Complaint were in some manner legally responsible for the events, happenings and
27 circumstances alleged in this Complaint.
28

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

9
10 15. Plaintiff is further informed and believes, and based upon such information and
11 belief alleges, that at all times herein mentioned, Defendant, and each of them, proximately
12 caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
13 damages alleged in this Complaint.

14
15 16. Plaintiff is further informed and believes, and based upon such information and
16 belief alleges, that at all times herein mentioned, Defendants, and each of them were co-
17 employers and/or joint employers of Plaintiff.

18 17. Defendants, and each of them, are now and/or at all times mentioned in this
19 Complaint were members of and/or engaged in a joint venture, partnership and common
20 enterprise, and were acting within the course and scope of, and in pursuit of said joint venture,
21 partnership and common enterprise and, as such were co-employers and/or joint employers of
22 Plaintiff.

23
24 18. Defendants, and each of them, at all times mentioned in this Complaint concurred
25 with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified the
26 various acts and omissions of each and every one of the other Defendants in proximately causing
27 the complaints, injuries and/or damages alleged in this Complaint.
28

1 19. Plaintiff is informed and believes and thereon alleges that at all times herein
2 mentioned, some of the Defendants DOES 1 through 50, Inclusive, were the *alter egos* of the
3 named Defendants. Plaintiff is informed and believes and thereon alleges that there exists such a
4 unity of interest and ownership between the named Defendants and DOES 1 through 50, that the
5 individuality and separateness of the named Defendants and DOES 1 through 50 has ceased to
6 exist. The business affairs of named Defendants and DOES 1 through 50, are, and at all times
7 relevant hereto were, so mixed and intermingled that the same cannot reasonably be segregated,
8 and the same are in inextricable confusion. Defendants, and at all times relevant hereto, used
9 each other as a mere shell and conduit for the conduct of certain of Defendants' affairs. The
10 recognition of the separate existence of Defendants would not promote justice, in that it would
11 permit Defendants to insulate themselves from liability to Plaintiff. Accordingly, the named
12 Defendants constitute the *alter ego* of Defendants DOES 1 through 50, and the fiction of their
13 separate existence must be disregarded.
14
15

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES**

18 **(Against all Defendants, except CYNTHIA MORA)**

19 20. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
20 section as though fully set forth herein.
21

22 21. Plaintiff was an "employee" of Defendants (as defined by section 350 of the
23 Labor Code) but Defendants failed to pay Plaintiff and the other aggrieved employees all wages
24 earned for all hours worked. Plaintiff and the other aggrieved employees were employed as
25 kitchen workers, cleaners, laborers, and caregivers at a nursing home in Los Angeles County.
26

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

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

9 24. Defendants regularly failed to pay Plaintiff and the other aggrieved employees all
10 of the wages that they earned. Specifically, Defendants have intentionally failed to pay Plaintiff
11 and the other aggrieved employees for all hours worked (“wage theft”), where Defendants fail to
12 pay the employees for at least 1 hour per day of work. Supervisors instruct the employees to
13 work a schedule and to complete daily tasks, but do not pay them for all hours worked. In
14 addition, Defendants require Plaintiff and the aggrieved employees to work through meal periods
15 but still deducts their pay for the meal periods. All of these actions cause minimum wage
16 violations.
17

18 25. In violation of state law, Defendants have knowingly and willfully refused to
19 perform their obligations to compensate Plaintiff and the other aggrieved employees for
20 minimum and regular wages earned and all hours worked. As a direct result, Plaintiff and the
21 other aggrieved employees have suffered, and continue to suffer, substantial losses related to the
22 use and enjoyment of such unpaid wages, lost interest on such wages, costs and attorneys’ fees in
23 seeking to compel Defendants to fully perform its obligation under state law, all to their damage
24 in amounts according to proof at the time of trial, but in amounts in excess of the minimum
25 jurisdiction requirement of this Court. Defendants committed the acts alleged herein knowingly
26 and willfully, with wrongful and deliberate intent.
27
28

1 26. Defendants' conduct described herein violates Labor Code sections 200, 226, 500,
2 510, 558, 558.1, 1194, 1194.2, 1197, and 1197.1. As a proximate result of the aforementioned
3 violations, Plaintiff and the other aggrieved employees have been damaged in an amount
4 according to proof at the time of trial, but in an amount in excess of the minimum jurisdiction
5 requirement of this Court. Therefore, pursuant to Labor Code sections 200, 203, 226, 558,
6 558.1, 1194, 1194.2, 1197, and 1197.1, Plaintiff and the other aggrieved employees are therefore
7 entitled to recover the unpaid balance of minimum wages and damages for minimum wage
8 violations, including but not limited to LC 1194.2 liquidated damages in an amount to be proven
9 at trial, plus interest, penalties, attorneys' fees, expenses, and costs of suit.
10

11 27. Pursuant to Labor Code §200, "wages" includes all amounts for labor performed
12 by employees of every description, whether the amount is fixed or ascertained by the standard of
13 time, task, piece, commission basis, or other method of calculation.
14

15 28. Plaintiff and the other aggrieved employees have not been paid for all of their
16 hours worked at least at their regular rate of pay and are thus entitled to their earned unpaid
17 wages in an amount to be proven at trial, plus interest, penalties, attorneys' fees and costs.
18

19 29. Under California law, including but not limited to, Labor Code sections 200, 226,
20 500, 510, 558, 558.1, and 1198, Defendants were required to compensate Plaintiff and the other
21 aggrieved employees for all overtime, which is calculated at one and one-half (1.5) times the
22 regular rate of pay for hours worked in excess of forty (40) per week or after eight (8) in one day,
23 and double time (2) times the regular rate of pay for hours worked on the seventh consecutive
24 work day, or after twelve (12) hours in any workday.

25 30. Throughout their employment with Defendants, Plaintiff and the other aggrieved
26 employees regularly work at least on average 9 hours per day or more. Plaintiff and the other
27 aggrieved employees are or were non-exempt employees entitled to overtime pay under
28

1 California law, including but not limited to Labor Code sections 200, 226, 500, 510, 558, 558.1,
2 1194 and 1198. Specifically, Defendants have intentionally failed to pay Plaintiff and the other
3 aggrieved employees for all hours worked (“wage theft”), where Defendants fail to pay the
4 employees for at least 1 hour per day of work. Supervisors instruct the employees to work a
5 schedule and to complete daily tasks, but do not pay them for all hours worked. In addition,
6 Defendants require Plaintiff and the aggrieved employees to work through meal periods but still
7 deducts their pay for the meal periods. All of these actions cause minimum wage (see above) and
8 overtime wage violations.
9

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

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

24 33. Defendants’ conduct described herein violates Labor Code sections 200, 226, 500,
25 510, 558, 558.1, 1194, 1198, and 1197.1. As a proximate result of the aforementioned
26 violations, Plaintiff has been damaged in an amount according to proof at the time of trial, but in
27 an amount in excess of the jurisdiction of this Court. Therefore, pursuant to Labor Code sections
28

1 200, 203, 226, 558, 558.1, 1198, and 1194, Plaintiff is entitled to recover the unpaid balance of
2 overtime compensation Defendants owe to Plaintiff in an amount to be proven at trial, plus
3 interest, penalties, attorneys' fees, expenses, and costs of suit.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO TIMELY FURNISH**

6 **ACCURATE ITEMIZED WAGE STATEMENTS**

7 **(Pursuant to Labor Code §226(a) and (e))**

8 **(Against all Defendants, except CYNTHIA MORA)**

9
10 34. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
11 section as though fully set forth herein.

12 35. Plaintiff is informed and believes and thereon alleges that Defendants, in violation
13 of Labor Code §226(a), engaged in a practice with respect to Plaintiff and the other aggrieved
14 employees of regularly failing to furnish them with accurate, itemized statements in writing
15 showing (1) all gross wages earned, (2) all deductions, (3) net wages earned, (4) accurate rate of
16 pay during each respective pay period for which wages and premium wages have been and
17 continue to be due and owing, (8) the name and address of the legal entity that is the employer,
18 and/or (9) all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked at each hourly rate by the employee, as well as all other information
20 required by section 226 of the Labor Code. Specifically, Defendants failed to provide wage
21 statements to Plaintiff and the other aggrieved employees showing the above required
22 information to the employees' damage.

23 36. Plaintiff seeks damages and penalties pursuant to Labor Code §226(e) for each
24 violation by Defendants of Labor Code §226 and pursuant to §§ 226.3, 558, 558.1, plus
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1 attorneys' fees and costs. In addition, Plaintiff seeks preliminary and permanent injunctive relief
2 pursuant to Labor Code §226(h).

3 **THIRD CAUSE OF ACTION**

4 **UNFAIR BUSINESS PRACTICES**

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

6 **(Against all Defendants, except CYNTHIA MORA)**

7
8 37. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
9 section as though fully set forth herein.

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

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

24 40. Plaintiff seeks the appointment of a receiver, as necessary, to oversee said
25 restitution, including all wages earned and unpaid, including interest thereon.

26 41. The acts complained of herein, occurred, at least in part, within the last 4 years
27 preceding this Complaint for Damages.
28

42. Further, if Defendants are not enjoined from the unlawful conduct described above, Defendants will continue unabated in its unlawful conduct, which will continue to result in irreparable injury to members of the general public, including, but not limited to Plaintiff and the other aggrieved employees, who are current and former employees of the Defendants, and for which there is no adequate remedy at law. Thus, Plaintiff requests that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT

WAITING TIME PENALTIES PURSUANT TO LABOR CODE §203

(Against all Defendants, except CYNTHIA MORA)

43. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this section as though fully set forth herein.

44. Defendants failed to pay Plaintiff and the other aggrieved employees all earned wages upon the separation of their employment with Defendants in violation of Labor Code sections 201 and 202, including but not limited to, overtime, minimum, regular, and meal and rest period premium wages. In addition, Defendants often paid Plaintiff and the other aggrieved employees late for their wages in violation of LC sections 203 and 204.

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

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1 **FIFTH CAUSE OF ACTION**

2 **MEAL AND REST PERIOD VIOLATIONS**

3 **LABOR CODE §§ 226.7 and 512**

4 **(Against all Defendants, except CYNTHIA MORA)**

5
6 46. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
7 section as though fully set forth herein.

8 47. Under California Labor Code sections 226.7, 512 and California Wage Orders,
9 Off Duty Meal Periods of 30 minutes are required for all non-exempt employees who work at
10 least 5 hours in a shift, except that when a work period of not more than 6 hours will complete
11 the day's work then the meal period may be waived by mutual consent of the employer and
12 employee. Time records of meal periods must be kept except that meal periods during which
13 operations cease need not be recorded. Employers must provide non-exempt employees 2 Off
14 Duty Rest Periods of 10 minutes each in a normal 8 hour shift. Rest Periods need not be
15 recorded. The Meal Periods are unpaid unless the employee is not fully relieved of all duties.
16 Rest Periods must be paid. An employer who fails to provide off duty meal and rest periods
17 (breaks) must pay the employee an additional 1 hour regular pay for each category of break not
18 provided in a work day.
19
20

21 48. At all times mentioned herein, Defendants violated Labor Code sections 226.7
22 and 512 by refusing to allow Plaintiff and the other aggrieved employees to be fully relieved of
23 their duties during their meal and rest periods. For most of Plaintiff's time working for
24 Defendants, Defendants did not allow Plaintiff and the aggrieved employees to be fully relieved
25 of their duties during their meal and rest periods, and were required to work through them.
26 Further, even if they were allowed to take meal and rest periods, there was no time given the
27 duties they had to complete by specified deadlines, because they would otherwise be
28

1 reprimanded if they did not finish their required duties in time. The times that Plaintiff and the
2 other aggrieved employees were able to fully relieved of their duties during their meal periods,
3 they were not fully relieved of their duties until after 5 hours of working, which is violation of
4 Labor Code sections 226.7, 512.

5
6 49. Accordingly, Plaintiff seeks damages available pursuant to the Labor Code,
7 including but not limited to Labor Code sections 226.7, 512, 558, and 558.1 in an amount proven
8 at trial, plus interest, penalties, fees, and costs.

9
10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE**

12 **(Against All Defendants, except CYNTHIA MORA)**

13 50. Plaintiff incorporates by reference and re-alleges each and every one of the
14 allegations contained in this Complaint as though fully set forth herein.

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

20 52. Defendants required Plaintiff and the other aggrieved employees to incur
21 expenditures for the benefit of the Defendants including but not limited to purchase of uniforms
22 for use in the discharge of their daily duties. Defendants, however, failed to reimburse Plaintiff
23 and the other aggrieved employees for such expenditures.

24
25 53. Therefore, pursuant to Labor Code §§ 2802(c) and 558.1, Plaintiff and the other
26 aggrieved employees are entitled to recover reimbursement for all necessary expenditures for
27 uniform purchases and other business expenditures incurred in discharge of their daily duties for
28

1 Defendants in an amount to be proven at trial, plus interest, plus penalties, attorneys' fees,
2 expenses, and costs of suit.

3
4 **SEVENTH CAUSE OF ACTION**

5 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")**

6 **PER LABOR CODE §2699, et seq.**

7
8 **(Against All Defendants, except CYNTHIA MORA)**

9 54. Plaintiff re-alleges and incorporates herein by reference all paragraphs outside this
10 section as though fully set forth herein.

11 55. On or about July 12, 2023, pursuant Labor Code sections 2699(a) and 2699.3,
12 Plaintiff, through her counsel, provided notice in writing by online submission to the California
13 Labor Workforce Development Agency ("LWDA") and via certified US Mail to Defendants and
14 each of them, that Plaintiff intended to assert a PAGA claim pursuant to section 2699(a) on her
15 own behalf, and in a representative capacity on behalf of other aggrieved employees of
16 Defendants, for Defendants' violations of specified provisions of the California Labor Code. See
17 Exhibit "1" attached to this Complaint. The LWDA did not respond within 65 days.
18

19 56. As a result, Plaintiff has perfected her right to sue Defendants in a civil action,
20 and to collect statutory penalties, pursuant to Labor Code section 2699.3(a)(2)(A)(1) on behalf of
21 all aggrieved employees (PAGA Employees).
22

23 57. As a result of the acts alleged throughout this Complaint, Plaintiff brings this
24 action on her own behalf, and in a representative capacity on behalf of other current or former
25 aggrieved employees (PAGA Employees), for penalties pursuant to California Labor Code
26 section 2699 for Defendants' violations of the enumerated Labor Code sections, including, but
27 not limited to sections 200, 201, 202, 203, 210, 216, 220, 221, 222, 223, 224, 225.5, 226, 226.3,
28

1 226.7, 227, 227.3, 246, 510, 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1175, 1194, 1194.2,
2 1197.1, 1198, 1198.5, 1199, and 2802.

3
4 58. Pursuant to California Labor Code section 2699, Plaintiff and PAGA Employees
5 are entitled to be awarded twenty-five (25%) percent of all penalties due under California law, in
6 addition to interest, attorney's fees and costs.

7
8 59. The Court should award seventy-five (75%) percent of all penalties due under
9 California law to the State of California.

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

15
16 61. Labor Code Section 558 states that "[a]ny employer or *other person* acting on
17 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial Welfare Commission
19 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
20 each underpaid employee for each pay period for which the employee was underpaid in addition
21 to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
22 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
23 was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
24 recovered pursuant to this section shall be paid to the affected employee. The Section goes on to
25 state that "[t]he civil penalties provided for in this section are in addition to any other civil or
26 criminal penalty provided by law."
27
28

1 62. Labor Code Section 558.1(a) provides in pertinent part: “Any employer or other
2 person acting on behalf of an employer, who violates, or causes to be violated, any provision
3 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
4 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
5 2802, may be held liable as the employer for such violation.”
6

7 63. Defendants violated/violate, or caused/causes to be violated, multiple sections of
8 the Labor Code as well as provisions regulating hours and days of work in any order of the
9 Industrial Welfare Commission including those requiring payment of minimum and regular
10 wages and payment of overtime wages, meal and rest periods, records violations, as set forth in
11 detail throughout this Complaint.
12

13 64. Accordingly, Plaintiff is also entitled to recovery of wages, premium wages,
14 damages, and penalties pursuant to Labor Code Sections 558 and 558.1.
15

16 **EIGHTH CAUSE OF ACTION**

17 **HARASSMENT, DISCRIMINATION, RETALIATION, AND HOSTILE** 18 **ENVIRONMENT IN VIOLATION OF FEHA**

19 **(Against all Defendants, except WILLIAM NELSON and VICKI ROLLINS)**
20

21 65. Plaintiff incorporates by reference and re-alleges each and every one of the
22 allegations contained in this Complaint as though fully set forth herein.

23 66. At all times mentioned herein, the Fair Employment and Housing Act, Govt.
24 Code §§ 12900-12996 (hereinafter “FEHA”), was in full force and effect and binding on
25 Defendants. These statutes required Defendants to refrain from harassing, discriminating,
26 allowing a hostile environment, and retaliating against any employee on the basis of sexual
27 harassment, sex, and sexual orientation or perceived sexual orientation. Within the time
28

1 provided under FEHA, Plaintiff filed complaints against Defendants with the Department of Fair
2 Employment and Housing alleging harassment, discrimination, hostile environment, and
3 retaliation all based on sexual harassment, sex, and sexual orientation in full compliance with
4 these sections, and received right-to-sue letters. Attached hereto and incorporated herein by
5 reference as Exhibit “2” are true and correct copies of the right-to-sue notices received by
6 Plaintiff.
7

8 67. FEHA prohibits harassment, discrimination, hostile environment, and retaliation
9 on the basis of sexual harassment, which is a form of sex discrimination under Article I, §8 of the
10 California Constitution. California Government Code §12940, et seq.; *Rojo v. Kliger*, 52 Cal. 3d
11 65, 73, 90 (1990).
12

13 68. Sexual harassment consists of any unwelcome sexual advances or other verbal or
14 physical conduct of a sexual nature. Sexual harassment includes, but is not limited to, verbal
15 conduct (i.e., epithets, derogatory comments or slurs), as well as physical and visual insults.
16 Sexual harassment also includes, but is not limited to, physical contact, e.g., assault, impeding or
17 blocking movement, or any physical interference with normal work or movement, visual objects
18 such as videos, posters, cartoons, or drawings, sexual favors, and unwanted sexual advances. Cal.
19 Code Regs. Tit. 2, §§ 7287.6(b)(1), 7291.1(f).
20

21 69. FEHA prohibits harassment, discrimination, hostile environment, and retaliation
22 on the basis of actual or perceived sexual orientation. California Government Code §12940, et
23 seq. This includes not only a perception that the person has a certain sexual orientation, but also
24 that a person is associated with a person who has, is or perceived to have, that sexual orientation.
25 Cal. Gov’t Code §12926(m). Cal. Code Regs. tit. 2, §§7287.1-9.
26

27 70. California’s FEHA prohibits an employer or person from harassing,
28 discriminating, and retaliating against any person because that person has opposed or complained

1 about sexual orientation discrimination and harassment or any discriminatory practice. Cal.
2 Gov't Code §12940(h).

3
4 71. An employer's duty to prevent harassment and discrimination is affirmative and
5 mandatory. Cal. Gov't Code §12940(k).

6 72. Plaintiff was an exemplary employee. Plaintiff's supervisor Defendant CYNTHIA
7 MORA frequently sexually harassed Plaintiff at work by making unwanted, inappropriate, vulgar
8 and lewd comments of a sexual to Plaintiff such as asking Plaintiff about her sex life, that she
9 should have sexual relations again, that she could help her have relations with one of Plaintiff's
10 male coworkers, many times instructed Plaintiff to take eggs to the male coworker even though it
11 was not necessary to do so in order to mock Plaintiff, and since Plaintiff was vegetarian MORA
12 on several occasions asked Plaintiff if she ate meat of any kind and that she should try to eat a
13 man's meat.
14

15
16 73. After Plaintiff refused to partake in Defendant CYNTHIA MORA's frequent
17 sexually harassing comments above, MORA referred to Plaintiff as a lesbian and told several of
18 Plaintiff's coworkers that Plaintiff was a lesbian. MORA and the coworkers thereafter harassed
19 and referred to Plaintiff as a lesbian and mocked Plaintiff on a regular basis.

20
21 74. Plaintiff reported and complained to human resources that she felt severe
22 emotional distress due to Defendant CYNTHIA MORA's constant harassment and
23 discrimination and regarding her coworkers also, but MORA and the coworkers were not
24 disciplined or reprimanded, placed in a different shift as Plaintiff or terminated or suspended.

25 75. The frequent and inappropriate harassment above also created a hostile work
26 environment. In retaliation for complaining about the sexual harassment and harassment above,
27 Defendant CYNTHIA MORA began to falsely state that Plaintiff was stealing food from the
28

1 kitchen, stealing keys, and that she was not completing her duties, and Defendant CYNTHIA
2 MORA continued to harass and instigate the other coworkers to harass Plaintiff even more after
3 Plaintiff complained.

4
5 76. Defendants failed to terminate or punish Defendant CYNTHIA MORA for the
6 harassing and behavior and hostile environment despite Plaintiff's many complaints about her.

7 77. As a direct and proximate result of Defendants' unlawful actions against
8 Plaintiff as alleged above, Plaintiff has been harmed in that Plaintiff has suffered severe
9 emotional distress, including severe anxiety, stress, humiliation, mental anguish, lack of sleep,
10 anxiety attacks, struggling to breathe, pain to her body, including severe neck pain and
11 headaches, has necessitated to seek medical treatment, and has been injured in mind and body in
12 an amount to be determined at trial and according to proof.

13
14 78. The above-recited actions of Defendants in failing to punish and/or remove from
15 Plaintiff's shift or terminate Defendant CYNTHIA MORA and the other coworker for the
16 unlawful harassment were done intentionally with malice, fraud, oppression, and reckless
17 disregard of the Plaintiff's rights under the Government Code and within the meaning of
18 California Civil Code section 3294. Plaintiff is therefore entitled to punitive and exemplary
19 damages in an amount sufficient to punish and make an example of Defendants.

20
21 79. By reason of the conduct of Defendant herein, Plaintiff has retained attorneys to
22 prosecute her claims under FEHA. Plaintiff is therefore entitled to recover reasonable attorneys'
23 fees and costs pursuant to Govt. Code §12965(b), in addition to other damages as provided by
24 law and as alleged herein.

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26 /././

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28 /././

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment against Defendants, as follows:

- 3 1. For compensatory damages, including but not limited to, those pursuant to Labor Code
4 §§ 200, 201, 203, 218, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 246, 350-356, 500, 510,
5 512, 558, 558.1, 98.6, 1102.5, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197.1, 1198, 1198.5, 1770-
6 1781, 2802, 2699, et seq., California Wage Orders, FEHA, and other statutes and laws;
- 7 2. For special damages according to proof;
- 8 3. For general damages according to proof;
- 9 4. For pre-judgment interest pursuant to all applicable statutes including but not limited to,
10 Labor Code §§218.6, et seq., loss of earnings damages, and pursuant to Civil Code §§ 3287(b)
11 and 3289;
- 12 5. For penalties pursuant to Labor Code §§ 203, 225.5, 226, 226(f) and 1198.5, 226.3,
13 226.7, 246, 350-356, 98.6, 1102.5, 512, 558, 558.1, 1174.5, 1194.2, 1197.1, 2802, civil penalties
14 pursuant to section 2699, et seq., 1102.5, and other statutes and laws;
- 15 6. For all damages available pursuant to all applicable sections of the Labor Code;
- 16 7. For injunctive relief pursuant to Labor Code §226(h);
- 17 8. For an award of reasonable attorneys' fees and costs;
- 18 9. For restitution of all monies due to Plaintiff and disgorged profits from the unlawful
19 business practices of Defendants;
- 20 10. For all remedies available pursuant to Business and Professions Code section 17200 et
21 seq.;
- 22 11. For punitive and exemplary damages;
- 23 12. For all other appropriate injunctive, declaratory and equitable relief;
- 24 13. For interest to the extent permitted by law; and
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14. For such other and further relief as the Court may deem proper.

Dated: October 17, 2023



Rodolfo Ruiz-Velasco, Esq.
Attorneys for Plaintiff,
SONIA MUNOZ

EXHIBIT 1

RUIZ-VELASCO LAW FIRM

July 12, 2023

Via Electronic Submission

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

By Certified Mail

Mr. William Nelson
Ms. Vicki Rollins
Villa del Rio, Inc.
4333 Torrance Blvd 2nd Fl
Torrance, CA 90503

Mr. William Nelson
Ms. Vicki Rollins
Villa del Rio, Inc.
PO BOX 4004
Glendora, CA 91740

Re: **Munoz v. Villa del Rio, Inc., et al.**

To Whom It May Concern:

We represent Sonia Munoz individually and on behalf of all other individuals (collectively "Plaintiffs") who are either former or current employees of Villa del Rio, Inc., and its owners, officers, directors, and managing agents William Nelson and Vicki Rollins (collectively "Defendants"). Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendant's Labor Code violations and of our client's intent to recover statutory penalties under the Labor Code Private Attorney General Act of 2004. A copy of this letter is also being sent to Defendants via certified mail pursuant to Labor Code section 2699.3.

Plaintiffs were employed by Defendants as kitchen workers, cleaners, laborers, healthcare providers, and caregivers for Defendants. Defendants fail to pay Plaintiffs for all hours worked, not paying them for at least 1 to 1.5 hours or more per day of work. Supervisors instruct Plaintiffs to work the schedule, but do not pay them for all hours worked. In addition, Defendants require Plaintiffs to work through meal periods but still

deducts their pay for the meal periods. All of these actions cause minimum wage and overtime wage violations.

Further, Defendants fail to fully relieve Plaintiffs from meal and rest periods and regularly require Plaintiffs to work through their meal and rest periods but fail to pay them any premiums for their on-duty meal and rest periods. Specifically, Plaintiffs are not fully relieved of their duties during their meal and rest periods because Defendants require them to work through their meal and rest periods, and even if they were allowed, they are not able to because they would not be able to complete their required tasks. As a result, Plaintiffs are owed meal and rest period premium wages, plus interest and penalties.

Defendants have failed to provide paycheck statements with all accurate wages earned and with all accurate meal and rest period premium gross wages earned and other information as required by Labor Code Section 226.

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

Defendants have required Plaintiffs to purchase uniforms to use in performance of their duties, however, they did not reimburse Plaintiffs for said expenditures in violation of LC §2802.

William Nelson and Vicki Rollins, as the owners, officers, directors, and/or managing agents of Villa del Rio, Inc. are jointly and severally liable for the above violations pursuant to LC Sections 558, 558.1, 1197.1, and others.

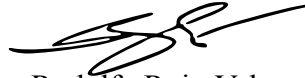
The payment of a less wage than the California minimum wage and minimum wage violations, including failure to pay split shift premiums, are unlawful pursuant to Labor Code Sections 1197, 1197.1, 1194, 558, 558.1. Overtime compensation is statutorily required by California Labor Code Section 510, 558, 558.1. Meal and rest periods are required pursuant to Labor Code section 226.7 and 512, 558, 558.1. Failure to reimburse for expenses incurred in the course of one's employment is a violation of Labor Code Section 2802, et seq. Accurate wage statements must be timely given to employees pursuant to Labor Code section 226. Illegal deductions are in violation of LC Sections 220, 221, 222, 223, 224, et seq. Failure to pay sick pay wages is a violation of LC 246. Failure to pay vacation pay is a violation of LC 227, 227.3. Defendants'

California Labor & Workforce Development Agency
Re: Munoz v. Villa del Rio, Inc., et al.
July 12, 2023
Page 3

misclassification of Plaintiffs is a violation of LC 226.8. Retaliation and threats for requesting his or her rights and reporting illegal behavior is a violation of Labor Code Sections 98.6, 1102.5, among other laws and statutes. Defendants' employment practices implicate violations of numerous other Labor Code sections, including but not limited to the following: Labor Code §§ 98.6, 201, 202, 203, 204, 220, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 350-356, 510, 512, 558, 558.1, 1102.5, 1194, 1194.2, 1197.1, 2802, et seq., and 2698, et seq.

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

Very truly yours,

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

Rodolfo Ruiz-Velasco, Esq.

EXHIBIT 2



Civil Rights Department

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

October 17, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202310-22345017

Right to Sue: Munoz / Villa Del Rio, Inc. et al.

To All Respondent(s):

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

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

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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

October 17, 2023

Sonia Munoz
, CA

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202310-22345017
Right to Sue: Munoz / Villa Del Rio, Inc. et al.

Dear Sonia Munoz:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 17, 2023 because an immediate Right to Sue notice was requested.

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

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

Sincerely,

Civil Rights Department

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

In the Matter of the Complaint of

Sonia Munoz

CRD No. 202310-22345017

Complainant,

vs.

Villa Del Rio, Inc.

,

Cynthia Mora

,

Respondents

1. Respondent **Villa Del Rio, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Cynthia Mora** individual as Co-Respondent(s).

3. Complainant **Sonia Munoz**, resides in the City of , State of **CA**.

4. Complainant alleges that on or about **June 9, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, sexual orientation, sexual harassment- hostile environment, sexual harassment- quid pro quo.

Complainant was discriminated against because of complainant's sex/gender, sexual orientation, sexual harassment- hostile environment, sexual harassment- quid pro quo and as a result of the discrimination was forced to quit, asked impermissible non-job-related questions, other.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was forced to quit, asked impermissible non-job-related questions, other.

Additional Complaint Details:

1 VERIFICATION

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

5 On October 17, 2023, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **San Diego, California**
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