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CHRIS LEWIS

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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By: Michelle Gomez-Casillas, DEPUTY

**IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO, CIVIL DIVISION**

CHRIS LEWIS, an individual,

Plaintiff,

vs.

STONELEDGE FURNITURE LLC, a Wisconsin
limited liability company; ASHLEY GLOBAL
RETAIL, LLC, a Wisconsin limited liability
company; TODD WANEK, an individual, and
DOES 1 through 20 inclusive,

Defendants.

Case No. CIVSB2408494

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Timely Pay Wages in Violation of Labor Code § 204;
3. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
4. Civil Penalties in Violation of Labor Code §§ 2698, et seq.;

Jury Trial Demanded

1. Plaintiff CHRIS LEWIS is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. Plaintiff CHRIS LEWIS was at all times relevant hereto a resident of Hemet, California.
3. At all relevant times herein, Defendant STONELEDGE FURNITURE LLC was a

1 Limited Liability Company formed in Wisconsin.

2 4. At all relevant times herein, Defendant ASHLEY GLOBAL RETAIL, LLC was a
3 Limited Liability Company formed in Wisconsin.

4 5. Defendant TODD WANEK was at all times relevant herein the principal of
5 STONELEDGE FURNITURE LLC.

6 6. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
7 unity of interest and ownership between STONELEDGE FURNITURE LLC, ASHLEY GLOBAL
8 RETAIL, LLC, TODD WANEK and DOES 1-20 that the individuality and separateness of
9 defendants have ceased to exist.

10 7. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
11 of purported corporate existence, STONELEDGE FURNITURE LLC, ASHLEY GLOBAL
12 RETAIL, LLC, TODD WANEK and DOES 1-20 are, in reality, one and the same.

13 8. STONELEDGE FURNITURE LLC, ASHLEY GLOBAL RETAIL, LLC, TODD
14 WANEK and DOES 1-20 do not comply with all requisite corporate formalities to maintain a legal
15 and separate existence.

16 9. The business affairs of STONELEDGE FURNITURE LLC, ASHLEY GLOBAL
17 RETAIL, LLC, TODD WANEK and DOES 1-20 are, and at all times relevant were, so mixed and
18 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
19 confusion. STONELEDGE FURNITURE LLC, ASHLEY GLOBAL RETAIL, LLC is, and at all
20 times relevant hereto was, used by DOES 1-20 and TODD WANEK as a mere shell and conduit for
21 the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1-20. The
22 recognition of the separate existence of STONELEDGE FURNITURE LLC and ASHLEY GLOBAL
23 RETAIL, LLC would not promote justice, in that it would permit Defendants to insulate themselves
24 from liability to Plaintiff for violations of state law. The corporate existence of STONELEDGE
25 FURNITURE LLC, ASHLEY GLOBAL RETAIL, LLC and DOES 1-20 should be disregarded in
26 equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to
27 Plaintiff herein.

28 10. Accordingly, STONELEDGE FURNITURE LLC, ASHLEY GLOBAL RETAIL,

1 LLC, TODD WANEK and DOES 1-20 are the alter egos of one another, and the fiction of their
2 separate corporate existence must be disregarded.

3 11. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
4 thereon alleges that STONELEDGE FURNITURE LLC, ASHLEY GLOBAL RETAIL, LLC, TODD
5 WANEK and DOES 1-20 are joint employers by virtue of a joint enterprise, and that the employees
6 and agents of STONELEDGE FURNITURE LLC, ASHLEY GLOBAL RETAIL, LLC were also
7 employees of and DOES 1-20. STONELEDGE FURNITURE LLC, ASHLEY GLOBAL RETAIL,
8 LLC employees performed services for each and every one of Defendants, and to the mutual benefit
9 of all Defendants, and all Defendants shared control of them as employees, either directly or
10 indirectly, and the manner in which Defendants' business was and is conducted.

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

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

24 14. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
25 including those defendants named as DOES 1-20 acted in concert with one another to commit the
26 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
27 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
28 based thereupon alleges, that Defendant, including those defendants named as DOES 1-20 formed

1 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
2 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
3 intended to cause and actually causing Plaintiff's harm.

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

7 **FACTUAL ALLEGATIONS**

8 16. CHRIS LEWIS worked as a Lead Forklift Mechanic for Defendants from
9 approximately June 2017 to January 05, 2024.

10 17. Plaintiff's job duties included repairing forklifts, maintaining the equipment,
11 performing general building repairs as needed, and training incoming forklift mechanics.

12 18. Defendant STONELEDGE FURNITURE LLC is a retail business that includes the
13 sale of furniture. Plaintiff worked at the Ashely Furniture located on 1601 Ashley Way Colton,
14 California 92324.

15 19. Plaintiff worked Sunday through Thursday, from 5:00 a.m. to 1:30 p.m.

16 20. From approximately 2017 to 2020, Defendants paid Plaintiff \$18 per hour. In 2020,
17 Plaintiff's hourly rate increased to \$26 per hour. In 2023, Plaintiff's hourly rate increased to \$28.36.
18 Again in 2023, approximately around August, Plaintiff's pay increased to \$32 per hour.

19 21. During Plaintiff's employment, Defendants did not provide a shop tool box. Thus,
20 Plaintiff was required to provide his own tools in order to perform his job duties.

21 22. Plaintiff estimates that tools purchased to perform his job duties are valued at
22 approximately \$10,000.

23 23. During Plaintiff's employment, Plaintiff was not provided with uniforms even though
24 Plaintiff was promised by Defendants that a new uniform would be provided yearly.

25 24. At all times relevant herein, Defendants provided Plaintiff and other employees with
26 an insufficient quantity of tools to adequately perform their job duties. The tools provided by
27 Defendants were insufficient to allow a single technician to perform their job. As such, technicians
28 and other employees were required to incur thousands of dollars in tool expenditures, which

1 Defendants have not reimbursed. Defendants' practice of failing to reimburse non-double minimum
2 wage-earning technicians for the purchase of their hand tools and equipment is violation of Labor
3 Code § 2802.

4 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
5 have known that Plaintiff was entitled to receive full reimbursement for all business-related expenses
6 and costs he incurred in direct consequence of the discharge of his duties and that he did not receive
7 full reimbursement of applicable business-related expenses and costs incurred.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

10 **IN VIOLATION OF LABOR CODE § 2802**

11 **(AGAINST ALL DEFENDANTS)**

12 26. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
13 though fully set forth herein.

14 27. An employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
16 or her obedience to the directions of the employer.

17 28. From June 2017 to the present date, Plaintiff has been required by Defendants to
18 purchase tools, and in fact did purchase tools in order to perform his duties.

19 29. From June 2017 to the present date, Defendants failed to pay Plaintiff less than twice
20 the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE REGS. §
21 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

22 30. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
23 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
24 indemnify Plaintiff for the reasonable expenses he incurred in the course of performing his duties.

25 31. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by his for
26 the purchase of the tools that were necessary for the performance of his job and which he was required
27 to purchase in an amount according to proof at trial.

28 32. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the

1 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
2 necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by him
3 enforcing the rights granted by Labor Code § 2802.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO TIMELY PAY WAGES**

6 **IN VIOLATION OF LABOR CODE § 204**

7 33. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
8 though fully set forth herein.

9 34. "All wages ... earned by any person in any employment are due and payable twice
10 during each calendar month, on days designated in advance by the employer as the regular paydays
11 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
12 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
13 the close of the payroll period." Lab. Code § 204.

14 35. "In addition to, and entirely independent and apart from, any other penalty provided
15 in this article, every person who fails to pay the wages of each employee as provided in Sections ...
16 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
17 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
18 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
19 amount unlawfully withheld." Lab. Code § 210.

20 36. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
21 by the seventh calendar day following the close of the payroll period. Indeed, as discussed above,
22 Plaintiff is owed wages for unpaid minimum wage, meal periods and unreimbursed business
23 expenses. At no time during his employment were these outstanding sums ever paid to him. Instead,
24 these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was not paid
25 all wages earned by the seventh calendar day following the close of his pay periods.

26 37. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
27 is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

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1 penalties for defendants' violations of the California Labor Code.

2 47. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
3 by virtue of the numerous Labor Code violations she was subjected to as plead herein.

4 48. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
5 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
6 for necessary business expenditures in violation of Labor Code § 2802, failure to timely pay wages
7 in violation of Labor Code § 204 and willful failure to pay wages in violation of Labor Code § 201-
8 203.

9 49. On August 22, 2023, Plaintiff provided written notice by online filing with the Labor
10 and Workforce Development Agency and by certified mail to Defendants of the specific provisions
11 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
12 violation, as required by Labor Code § 2699.3 (a) (1) (A).

13 50. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
14 Workforce Development Agency of its intent to pursue an action against Defendants.

15 51. As a direct and proximate result of Defendants' California Labor Code violations as
16 set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay
17 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
18 subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly
19 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
20 expressly provide for a penalty.

21 52. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
22 recovered civil penalties.

23 **PRAYER FOR RELIEF**

24 Plaintiff prays for relief and judgment against Defendant as follows:

25 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
26 of \$25,000, exclusive of interest and costs.

27 **As to the First Cause of Action**
28 **(Unreimbursed Business Expenses)**

2. That the Court adjudge, declare and decree that Defendants violated Labor Code § 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

3. For unreimbursed business expenses and for all actual, consequential, and incidental losses and damages, according to proof;

4. For interest at the same rate as judgments in civil actions, accruing from the date on which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code § 2802;

5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

6. For such other relief that the Court deems just and appropriate.

As to the Second Cause of Action

(Failure to Timely Pay Wages)

7. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay wages to Plaintiff and class members;

8. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully withheld from Plaintiff and class members;

9. For all actual, consequential, and incidental losses and damages, according to proof;

10. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

11. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

12. For such other relief that the Court deems just and appropriate.

As to the Third Cause of Action

(Willful Failure to Pay Wages)

13. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff either upon discharge

1 or within 72 hours of their resignation;

2 14. For wait time penalties pursuant to Labor Code § 203;

3 15. For all actual, consequential, and incidental losses and damages, according to proof;

4 16. For pre-judgment interest on any unpaid wages from the date such amounts were due,
5 or as otherwise provided by law;

6 17. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
7 as otherwise provided by law; and

8 18. For such other relief that the Court deems just and appropriate.

9 **As to the Fourth Cause of Action**

10 **(Civil Penalties under the PAGA)**

11 19. That the Court declare, adjudge, and decree that Defendants violated all California
12 Labor Code sections plead herein, including Labor Code §§ 201-204, and 2802;

13 20. For civil penalties pursuant to 210, 2699 (a) and/or 2699 (a), (f) and (g), for violations
14 of all California Labor Code sections plead herein, including Labor Code §§ 201-204, and 2802;

15 21. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
16 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
17 plead herein, including Labor Code §§ 201-204, and 2802;

18 22. For pre-judgment and post-judgment interest as provided by law; and

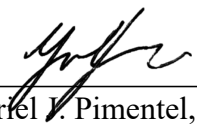
19 23. For such other and further relief as the Court deems just and appropriate.

20 **DEMAND FOR JURY TRIAL**

21 **Plaintiff hereby demands a trial by jury on all issues.**

22 **PIMENTEL LAW, P.C.**

23
24 Dated: March 12, 2024

By: 

Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff