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Individually, and as a representative on behalf of “aggrieved employees”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

ALEX YOVANY ZUNIGA MONCADA,
individually, and as a representative on
behalf of “aggrieved employees”

Plaintiff,

v.

PREMIER PROPERTY
PRESERVATION, LLC, a California
limited liability company; and DOES 1-50
inclusive,

Defendants.

Case No.: **24STCV30116**

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEY GENERAL ACT
(Cal. Labor Code § 2698 et seq.)**

Plaintiff ALEX YOVANY ZUNIGA MONCADA, individually, and as a representative
on behalf of “aggrieved employees” alleges:

1. Plaintiff ALEX YOVANY ZUNIGA MONCADA (hereinafter referred to as
“Plaintiff”), brings this representative action against Defendant PREMIER PROPERTY
PRESERVATION, LLC, a California limited liability company, (“PREMIER”), and Does 1
through 50, inclusive (collectively, “Defendants”), on behalf of himself and all other aggrieved
employees employed by Defendants throughout California.

2. Through this action, Plaintiff alleges that Defendants engaged in a systematic
pattern of wage and hour violations under the California Labor Code (“Labor Code”) and
Industrial Welfare Commission (“IWC”) Wage Orders.

3. Plaintiff is informed and believes, and thereon alleges, that Defendants have

1 increased their profits by violating state wage and hour laws by, among other things:

2 (a) Failing to maintain legally compliant personnel records;

3 (b) Failing to pay all wages, including overtime wages, earned by employees,
4 including for off the clock work;

5 (c) Failing to provide its non-exempt employees with a meal period within five
6 (5) hours of commencing work and a second meal period within ten (10) hours of commencing
7 work, as required by California law;

8 (d) Failing to provide its non-exempt employees with legally compliant ten (10)
9 minute off-duty rest periods for every four (4) hours of work or major fraction thereof, as required
10 by California law;

11 (e) Failing to provide accurate itemized wage statements to employees; and

12 (d) Failing to pay all wages due within the required time and upon separation
13 of employment.

14 (e) Plaintiff brings this representative action against Defendants on behalf of
15 aggrieved employees to recover, among other things, civil penalties, attorneys' fees and costs and
16 expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
17 ("PAGA").

18 **JURISDICTION AND VENUE**

19 4. This is a representative action, pursuant to PAGA. The civil penalties sought by
20 Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established
21 according to proof at trial.

22 5. Plaintiff was, at all times mentioned herein, a resident of the County of Los
23 Angeles in the State of California.

24 6. Defendant PREMIER, is and was at all material times mentioned herein, a
25 business and employer with its headquarters in Los Angeles County, California. Plaintiff is
26 further informed and believes Defendant is doing business in Los Angeles County and elsewhere
27 in the state of California.

28 7. Plaintiff is ignorant of the true names of Defendants DOES 1 through 50,

1 inclusive, and has therefore sued them by the above names which are fictitious. Plaintiff will
2 amend this complaint by inserting true names in lieu of the fictitious names when the true names
3 are ascertained. Plaintiff is informed and believes and thereon alleges that each of the Defendants
4 designated in this Complaint as DOE are responsible and liable to Plaintiff in some manner for
5 the events, happenings, and contentions referred to in this complaint. All references in this
6 complaint to "Defendants" shall be deemed to include PREMIER and all DOE Defendants
7 collectively.

8 8. Plaintiff is informed and believes and thereon alleges that each defendant,
9 including DOES, was and is the agent, employee, servant, subsidiary, partner, member,
10 associate, or representative of each other defendant, including DOES, and all of the things
11 alleged to have been done by the defendants, and each of them, were done in the course and
12 scope of the agency, employment, service, or representative relationship and with the knowledge
13 and consent of their respective principals, employers, masters, parent corporations, partners,
14 members, associates, or representatives.

15 9. The unlawful practices and tortious conduct complained of herein occurred in the
16 County of Los Angeles, State of California.

17 10. Defendants hired Plaintiff in or about March 1, 2023, as a janitor and during
18 Plaintiff's employment with Defendants, Defendants controlled the means, manner and methods
19 by which Plaintiff performed his work for Defendants.

20 11. Plaintiff's remuneration depended on the hours he worked for Defendants and
21 were set by Defendants. Plaintiff worked at the request of Defendants.

22 12. Plaintiff provided work that was an integral part of Defendants' business
23 enterprise. By reliably serving Defendants' customers, by following Defendants' controlled
24 practice and requirements, by using Defendants' facility and equipment and in other material
25 ways, Plaintiff rendered services to Defendants as an employee and integral to Defendants'
26 business.

27 13. Plaintiff worked for Defendants as an employee until in or about October 2, 2023,
28 when Plaintiff was wrongfully terminated by Defendants because of Plaintiff's complaints that

1 Defendants were not properly paying him wages and complaints of other violations of law and
2 retaliation for complaints of same. Due to Plaintiff's complaints, Defendants retaliated and
3 wrongfully discharged Plaintiff.

4 14. During the course of employment, Plaintiff, and other aggrieved employees,
5 continually worked more than an eight (8) hour day, five and more days a week, with no break or
6 meal time periods provided. Further, Plaintiff and other employees were not compensated for all
7 overtime hours worked.

8 15. Further, Defendants did not allow Plaintiff, and other aggrieved employees, ten
9 (10) minute rest periods or thirty (30) meal periods. Nor did Defendants pay Plaintiff and other
10 aggrieved employees a premium for the missed rest and/or meal periods.

11 16. Plaintiff and other aggrieved employees worked overtime both beyond his eight
12 (8) hour shifts and over forty (40) hours per week. Defendants failed to pay Plaintiff and other
13 aggrieved employees for their overtime work.

14 17. Plaintiff and other aggrieved employees were non-exempt employees entitled to
15 overtime and entitled to meal and rest breaks under Labor Code § 512 and the applicable
16 Industrial Welfare Commission wage order.

17 18. At the time of their separation, Plaintiff and other aggrieved employees were not
18 all paid all wages owed to them and during their employment, Plaintiff and other aggrieved
19 employees were not provided with accurate wage statements.

20 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that aggrieved employees were entitled to timely payment of wages due
22 upon separation of employment. In violation of the Labor Code, aggrieved employees did not
23 receive payment of all wages including, but not limited to, unpaid overtime.

24 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known they had a duty to compensate Plaintiff and aggrieved employees, and
26 Defendants had the financial ability to pay such compensation but willfully, knowingly and
27 intentionally failed to do so all in order to increase Defendants' profits.

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FIRST CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698 ET SEQ.)
(Against All Defendants)

21. Plaintiff realleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.

22. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

23. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

24. Defendants' conduct violates numerous Labor Code sections including, but not limited to, the following:

- (a) Failing to maintain complete and accurate pay records in violation of Labor Code Sections §§ 1174, 1198, and 1199;
- (b) Failing to pay Plaintiff and aggrieved employees with minimum wage in violation of Labor Code Sections §§ 1194, 1197, 1197.1, and 1198;
- (c) Failing to pay Plaintiff and aggrieved employees with overtime in violation of Labor Code §§ 510 and 1198-1199;
- (d) Failure to provide timely meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199;
- (e) Failure to provide compliant off duty rest periods in violation of Labor Code §§

226.7, 1198 and 1199;

(f) Failing to provide Plaintiff and aggrieved employees with accurate itemized wage statements in violation of Labor Code § 226; and

(g) Failing to timely pay all earned wages to aggrieved employees upon separation of employment in violation of Labor Code §§ 201, 202 203, among other claims.

25. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) provides "the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiff seeks to recover these penalties (including the unpaid wages) pursuant to PAGA.

26. Plaintiff is an "aggrieved employee" because he was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees, non-exempt employees.

27. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

28. Pursuant to Labor Code §§ 2699(a) and (f), 2699.3 and 2699.5, Plaintiff and all other aggrieved employees are entitled to recover civil penalties against Defendants for violations of the above-cited sections of the Labor Code.

29. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and the general public. Plaintiff therefore seeks to enforce

1 important rights affecting the public interest within the meaning of Code of Civil Procedure §
2 1021.5.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for relief and judgment against Defendants, as follows:

5 1. For civil and statutory penalties against Defendants on behalf of all aggrieved
6 employees pursuant to Labor Code §§ 2698, *et seq.* and other Sections allowing for Civil
7 penalties;

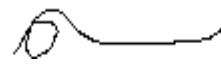
8 2. For reasonable attorney's fees and costs of suit to the extent permitted by law,
9 including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, *et seq.*; and

10 3. For such other and further relief as the Court may deem just and proper.

11 DATED: November 15, 2024

K2 Employment Law, APC

12
13 By:



Douglas H. Hoang
Attorneys for Plaintiff ALEX YOVANY
ZUNIGA MONCADA