

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Christopher Lui

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARCOS OJENDIZ, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

JONATHAN LOUIS INTERNATIONAL, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. **21STCV35253**

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff Marcos Ojendiz (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as non-exempt employees at any time during the period from September 24, 2020 to final judgment (“Aggrieved Employees”).

2. JONATHAN LOUIS INTERNATIONAL and/or DOES 1 through 25 (collectively “Defendants”), are a furniture manufacturer.

3. Plaintiff alleges, on behalf of himself and the Aggrieved Employees, that Defendants systematically deprived their non-exempt employees of the overtime wages and minimum wages to which they were entitled by requiring them to perform work duties off-the-clock, including but not limited to, requiring them to line up for COVID-19 screenings which took up to approximately twenty (20) minutes.

4. In addition, Defendants failed to pay Plaintiff and other Aggrieved Employees who were paid on a piece rate basis for non-productive time, including but not limited to time spent gathering and preparing tools and time spent undergoing COVID-19 screenings.

5. Defendants failed to keep records reflecting when and whether Plaintiff and other Aggrieved Employees took meal periods.

6. Defendants failed to issue wage statements setting forth the amount of non-productive time worked, the rate of compensation, and the gross wages paid as required pursuant to California Labor Code section 226.2.

7. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees and costs.

1 **JURISDICTION AND VENUE**

2 8. This Court has jurisdiction over this action pursuant to the California Constitution,
3 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
4 for jurisdiction.

5 9. This Court has jurisdiction over all Defendants because, upon information and belief,
6 Defendants are citizens and residents of California, regularly conduct business in California, have
7 sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the
8 California market so as to render the exercise of jurisdiction over them by California courts consistent
9 with traditional notions of fair play and substantial justice. Further, no federal question is at issue
10 because the claims asserted herein are based solely on California law.

11 10. Venue is proper in the judicial district and the County of Los Angeles, California,
12 because Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of Los
13 Angeles. Upon information and belief, Defendants maintain offices, have agents, employ individuals,
14 and/or transact business in the State of California, County of Los Angeles.

15 **THE PARTIES**

16 11. At all times herein mentioned, Plaintiff was a resident of the County of Los Angeles,
17 State of California.

18 12. At all times herein mentioned, Defendant JONATHAN LOUIS INTERNATIONAL, a
19 California corporation, was and is an employer whose employees are engaged in the State of
20 California, including the County of Los Angeles.

21 13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
22 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
23 serve such fictitiously named Defendants once their names and capacities become known.

24 14. Plaintiff is informed and believes, and based thereon alleges, that each and all of the
25 acts and omissions alleged herein were performed by, or are attributable to Defendant JONATHAN
26 LOUIS INTERNATIONAL and/or DOES 1 through 25, each acting as the agent, employee, alter ego,
27 and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the
28 course and scope of such agency, employment, joint venture, or concerted activity with legal authority

1 to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with
2 Defendants' official policy.

3 15. At all relevant times, Defendants were the employers of Plaintiff within the meaning
4 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
5 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
6 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

7 16. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
8 Employees, to set work rules and conditions governing Plaintiff and the Aggrieved Employees'
9 employment, and to supervise their daily employment activities.

10 17. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
11 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the
12 Aggrieved Employees.

13 18. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
14 Employees.

15 19. Defendants continue to non-exempt employees within the State of California.

16 20. At all relevant times, Defendants, and each of them, ratified each and every act or
17 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
18 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
19 alleged.

20 21. Plaintiff is informed and believes, and based thereon alleges, that each of said
21 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
22 omissions, occurrences, and transactions alleged herein.

23 **GENERAL ALLEGATIONS**

24 22. From approximately September 13, 2016 to approximately May 24, 2021, Defendants,
25 jointly and severally, employed Plaintiff as a non-exempt Upholsterer in the County of Los Angeles.

26 23. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
27 them all overtime wages and minimum wages due, failed to timely pay them all wages during their
28 employment, failed to timely pay them all wages due upon termination of their employment, failed to

1 provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and
2 failed to provide and adhere to other related protections afforded by the California Labor Code and
3 applicable Industrial Welfare Commission (“IWC”) Wage Order.

4 24. Plaintiff and the Aggrieved Employees worked over eight (8) hours in a day, and/or
5 forty (40) hours in a week during their employment with Defendants.

6 25. Plaintiff was paid on a piece-rate basis during his employment with Defendants.
7 Plaintiff was paid at various rates for each piece of furniture that he assembled.

8 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
10 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for
11 overtime compensation and that Plaintiff and the Aggrieved Employees were not receiving certain
12 wages for overtime compensation. By way of example, Defendants required Plaintiff and the
13 Aggrieved Employees to work off-the-clock. This off-the-clock work includes, but is not limited to,
14 undergoing COVID-19 screenings, gathering tools and materials, and putting away tools and
15 materials.

16 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
17 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
18 applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive at least
19 minimum wages for all hours worked and that Plaintiff and the Aggrieved Employees were not
20 receiving minimum wages for all hours worked. Defendants required Plaintiff and the Aggrieved
21 Employees to perform work off-the-clock, including but not limited to, undergoing COVID-19
22 screenings, gathering tools and materials, and putting away tools and materials.

23 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that pursuant to California Labor Code section 204, Plaintiff and the Aggrieved
25 Employees were entitled to timely payment of wages during their employment. Plaintiff and the
26 Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime
27 wages, minimum wages, and wages for non-productive time.

28 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or

1 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages
2 upon termination of employment, including, without limitation, overtime wages, and wages for non-
3 productive time, and that Plaintiff and the Aggrieved Employees did not receive payment of all wages
4 upon termination of employment in violation of California Labor Code sections 201 and 202.

5 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
6 or should have known that they were required to provide Plaintiff and the Aggrieved Employees
7 with complete and accurate itemized wage statements pursuant to California Labor Code section
8 226, but failed to do so.

9 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
10 or should have known that pursuant to California Labor Code section 1174, Defendants had to keep
11 complete and accurate payroll records for Plaintiff and the Aggrieved Employees in accordance with
12 California law, but, in fact, did not keep complete and accurate payroll records.

13 32. In response to the COVID-19 pandemic, the Judicial Council of California enacted
14 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any other
15 law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled
16 from April 6, 2020, until October 1, 2020.

17 **PAGA ALLEGATIONS**

18 33. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
19 Defendants.

20 34. At all times set forth herein, PAGA provides that any provision of law under the
21 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
22 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
23 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
24 brought by an aggrieved employee on behalf of himself and other current or former employees
25 pursuant to procedures outlined in California Labor Code section 2699.3.

26 35. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
27 any person that was employed by the alleged violator and against whom one or more of the alleged
28 violations was committed.

1 36. Plaintiff was employed by Defendants and the alleged violations were committed
2 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
3 the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c)
4 in that they are current or former employees of Defendants and one of more of the alleged violations
5 were committed against them.

6 37. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
7 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
8 have been met:

9 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
10 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
11 Labor Code alleged to have been violated, including the facts and theories to support the
12 alleged violations.

13 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
14 aggrieved employee by certified mail that it does not intend to investigate the alleged
15 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
16 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
17 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
18 employee may commence a civil action pursuant to California Labor Code section 2699
19 to recover civil penalties in addition to any other penalties to which the employee may be
20 entitled.

21 38. On September 24, 2021, Plaintiff provided notice by electronic submission to the
22 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged
23 to have been violated, including the facts and theories to support the alleged violations, pursuant to
24 Labor Code section 2699.3.

25 39. Therefore, the administrative prerequisites under California Labor Code section
26 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
27 California Labor Code sections 201, 202, 203, 204, 226(a), 226.2, 226.7, 510, 512(a), 1174(d), 1194,
28 1197, 1197.1, 1198 will have been satisfied upon expiration of the sixty-five day notice period.

1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2698, Et Seq.**

3 **(Against JONATHAN LOUIS INTERNATIONAL and DOES 1-25)**

4 40. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 41. PAGA expressly establishes that any provision of the California labor Code which
7 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
8 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
9 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
10 herself, and other current or former employees.

11 42. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
12 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
13 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

14 43. Plaintiff and the other non-exempt employees are “Aggrieved Employees” as defined
15 by California Labor Code section 2699(c) in that they are all current or former employees of
16 Defendants, and one or more of the alleged violations were committed against them.

17 44. Defendants’ conduct, as alleged herein, violates numerous sections of the California
18 Labor Code, including, but not limited to, the following:

- 19 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
20 overtime wages, as set forth more fully below;
- 21 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
22 pay minimum wages, as set forth more fully below;
- 23 (c) Violation of California Labor Code section 226.2 for failure to pay at least
24 minimum wages for non-productive time to employees paid on a piece rate basis,
25 as set forth more fully below;
- 26 (d) Violation of California Labor Code section 204 for failure to timely pay wages to
27 Plaintiff and Aggrieved Employees during employment, as set forth more fully
28 before;

- 1 (e) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
2 wages at time of discharge from employment, as set forth more fully below;
- 3 (f) Violation of California Labor Code section 226(a) for failure to provide accurate
4 wage statements to Plaintiff and Aggrieved Employees, as set forth more fully
5 below; and
- 6 (g) Violation of California Labor Code section 1174(d) for failure to keep complete
7 and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set
8 forth more fully below.

9 45. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
10 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
11 civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants,
12 in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to
13 California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be
14 distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and
15 education of employers and employees about their rights and responsibilities and twenty-five (25%)
16 to the Aggrieved Employees. Further, and as authorized by the California Labor Code sections 210,
17 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

18 **Failure to Pay Overtime Wages**

19 46. California Labor Code section 1198 and the applicable IWC Wage Order have provided
20 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
21 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
22 person on a daily or weekly basis.

23 47. Specifically, the applicable IWC Wage Order provides that Defendants are and were
24 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than
25 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
26 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

27 48. The applicable IWC Wage Order further provides that Defendants are and were
28 required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than

1 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

2 49. California Labor Code section 510 codifies the right to overtime compensation at one-
3 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
4 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
5 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
6 in a day or in excess of eight (8) hours in a day on the seventh day of work.

7 50. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
8 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
9 (40) hours in a week performing work duties “off-the-clock” without overtime compensation.

10 51. Defendants’ failure to pay Plaintiff and Aggrieved Employees the unpaid balance of
11 overtime compensation, as required by California law, violates the provisions of California Labor
12 Code sections 510 and 1198, and is therefore unlawful.

13 **Failure to Pay Minimum Wages**

14 52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have
15 provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
16 employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants’
17 failure to pay minimum wages included, *inter alia*, Defendants’ failure to pay Plaintiff and the
18 Aggrieved Employees any wages for time spent working “off-the-clock” performing duties.
19 Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and Aggrieved
20 Employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197
21 and 1197.1.

22 53. Defendants’ failure to pay Plaintiff and Aggrieved Employees the minimum wage as
23 required violates California Labor Code sections 1194, 1197 and 1197.1.

24 **Failure to Pay for Non-Productive Time**

25 54. At all relevant times, California Labor Code section 226.2(a)(1) has provided that
26 employees who are compensated on a piece-rate basis during a pay period shall be compensated for
27 rest and recovery periods and other non-productive time separate from any piece-rate compensation.
28 Pursuant to California Labor Code section 226.2(a)(4), employees shall be compensated for other non-

1 productive time at an hourly rate that is no less than the applicable minimum wage.

2 55. During the relevant time period, Plaintiff and other Aggrieved Employees were
3 required to engage in non-productive work, including but not limited to, undergoing COVID-19
4 screenings and gathering tools and materials, and putting away tools and materials. However,
5 Employer failed to compensate Plaintiff and other Aggrieved Employees for this non-productive time.

6 **Failure to Provide Meal Periods**

7 56. At all relevant times herein set forth, California Labor Code section 226.7 has provided
8 that no employer shall require an employee to work during any meal period mandated by an applicable
9 IWC Order.

10 57. At all relevant times herein set forth, California Labor Code section 512(a) has
11 provided that an employer may not require, cause, or permit an employee to work for a period of more
12 than five (5) hours per day without providing the employee with a meal period of not less than thirty
13 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
14 hours, the meal period may be waived by mutual consent of both the employer and the employee.

15 58. During the relevant time period, Defendants failed to keep records reflecting when and
16 whether Plaintiff and other Aggrieved Employees took meal periods.

17 59. During the relevant time period, Aggrieved Employees who were scheduled to work
18 for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal
19 periods by mutual consent, were required to work for periods longer than five (5) hours without a meal
20 period of not less than thirty (30) minutes.

21 60. During the relevant time period, Aggrieved Employees, who were scheduled to work
22 for a period of time in excess of six (6) hours, were required to work for periods longer than five (5)
23 hours without an uninterrupted meal period of not less than thirty (30) minutes.

24 61. During the relevant time period, Aggrieved Employees, who were scheduled to work
25 for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not
26 waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten
27 (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

28 62. During the relevant time period, Aggrieved Employees, who were scheduled to work

1 for a period of time in excess of twelve (12) hours, were required to work for periods longer than ten
2 (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

3 63. During the relevant time period, Defendants willfully required Aggrieved Employees
4 to work during meal periods and failed to compensate Aggrieved Employees for work performed
5 during meal periods.

6 64. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period
7 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
8 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
9 to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
10 Employees in the regular rate of compensation.

11 65. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
12 Code sections 226.7 and 512(a).

13 **Failure to Provide Rest Periods**

14 66. At all relevant times, California Labor Code section 226.7 has provided that no
15 employer shall require an employee to work during any rest period mandated by an applicable order
16 of the California IWC.

17 67. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
18 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
19 the middle of each work period" and that the "rest period time shall be based on the total hours worked
20 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
21 the total daily work time is less than three and one-half (3½) hours.

22 68. Pursuant to the applicable IWC Wage Order and California Labor Code section
23 226.7(b), Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay
24 at the employee's regular hourly rate of compensation for each work day that the rest period was not
25 provided.

26 69. During the relevant time period, Defendants required Aggrieved Employees to work
27 four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four
28 (4) hour period, or major fraction thereof worked. During the relevant time period, Defendants

1 willfully required Aggrieved Employees to work during rest periods.

2 70. Defendants failed to pay Aggrieved Employees the full rest period premium due in
3 violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
4 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
5 incorporate all nondiscretionary payments for work performed by Aggrieved Employees in the regular
6 rate of compensation.

7 71. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
8 Code section 226.7.

9 **Failure to Timely Pay Wages During Employment**

10 72. At all relevant times herein set forth, California Labor Code section 204 has provided
11 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
12 any calendar month, other than those wages due upon termination of an employee, are due and payable
13 between the 16th and the 26th day of the month during which the labor was performed.

14 73. At all times herein set forth, California Labor Code section 204 has provided that all
15 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
16 calendar month, other than those wages due upon termination of an employee, are due and payable
17 between the 1st and the 10th day of the following month.

18 74. At all times herein set forth, California Labor Code section 204 has provided that all
19 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
20 the next regular payroll period.

21 75. During the relevant time period, Defendants intentionally and willfully failed to pay
22 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
23 under California Labor Code section 204, including wages for overtime compensation, minimum wage
24 compensation, and wages for nonproductive time.

25 **Failure to Timely Pay Wages Upon Termination**

26 76. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
27 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
28 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid

1 at the time of discharge are due and payable immediately. California Labor Code section 202
2 mandates that if an employee quits, his or her wages shall become due and payable not later than
3 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
4 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
5 quitting.

6 77. California Labor Code section 203 provides that if an employer willfully fails to pay,
7 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
8 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
9 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
10 continue for more than thirty (30) days.

11 78. At the time that Plaintiff and the Aggrieved Employees' employment with Defendants
12 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
13 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
14 limitation, overtime wages, minimum wages, and wages for non-productive time.

15 **Failure to Provide Compliant Wage Statements**

16 79. At all relevant times set forth herein, California Labor Code section 226(a) provides
17 that every employer shall furnish each of its employees an accurate itemized statement in writing
18 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
19 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
20 deductions, provided that all deductions made on written orders of the employee may be aggregated
21 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
22 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
23 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
24 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
25 The deductions made from payments of wages shall be recorded in ink or other indelible form,
26 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
27 deductions shall be kept on file by the employer for at least three years at the place of employment or
28 at a central location within the State of California.

1 80. Defendants have intentionally and willfully failed to provide employees with complete
2 and accurate wage statements. The deficiencies include, among other things, the total hours worked
3 (including time spent working off-the-clock) and the amount of non-productive time worked, the rate
4 of compensation, and the gross wages paid as required pursuant to California Labor Code section
5 226.2.

6 **Failure to Keep Requisite Payroll Records**

7 81. At all relevant times set forth herein, California Labor Code section 1174(d) has
8 required an employer to keep, at a central location in the state or at the plants or establishments at
9 which employees are employed, payroll records showing the hours worked daily by and the wages
10 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
11 employed at the respective plants or establishments. These records shall be kept in accordance with
12 rules established for this purpose by the commission, but in any case shall be kept on file for not less
13 than two years.

14 82. Defendants have intentionally and willfully failed to keep accurate and complete
15 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Aggrieved
16 Employees.

17 83. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
18 and the Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

19 84. More specifically, Plaintiff and the Aggrieved Employees have been injured by
20 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
21 were denied both their legal right and protected interest, in having available, accurate and complete
22 payroll records pursuant to California Labor Code section 1174(d).

23 **PRAYER FOR RELIEF**

24 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

25 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
26 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),
27 226.2, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198; and

28 2. For such other and further relief as the Court may deem proper.

1
2 Dated: September 24, 2021
3

Respectfully Submitted,

BLACKSTONE LAW, APC

4 By:



Jonathan M. Genish

Attorneys for Plaintiff Marcos Ojendiz