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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

PATRICIA STINSON and MALIA CASAREZ,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

v.

ST. ANTON MULTIFAMILY INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV001739

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff PATRICIA STINSON and MALIA CASAREZ (collectively, the “Plaintiffs”),
2 based upon facts that either have evidentiary support or are likely to have evidentiary support after
3 a reasonable opportunity for further investigation and discovery, allege as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendant ST. ANTON MULTIFAMILY INC.,
6 and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
7 Code violations and unfair business practices stemming from Defendants’ failure to pay for all
8 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
10 accurate wage statements, and failure to indemnify employees for expenditures.

11 2. Plaintiffs bring the First through Eight Causes of Action individually.

12 3. Plaintiffs bring the Ninth Cause of Action as a representative action under the
13 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
14 them, the State of California, and past and present non-exempt employees employed by Defendants
15 in the State of California during the statute of limitations period for their PAGA claim (hereinafter
16 referred to as the “Aggrieved Employees”).

17 4. Defendants own/owned and operate/operated an industry, business, and
18 establishment within the State of California, including Sacramento County. As such, and based
19 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
20 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
21 (“IWC”), and the California Business & Professions Code.

22 5. Despite these requirements, throughout the statutory period, Defendants maintained
23 a systematic, company-wide policy and practice of:

24 (a) Failing to pay employees for all hours worked, including all minimum,
25 straight time, and overtime wages in compliance with the California Labor
26 Code and IWC Wage Orders;

27 (b) Failing to provide employees with timely and duty-free meal periods in
28 compliance with the California Labor Code and IWC Wage Orders, failing

1 to maintain accurate records of all meal periods taken or missed, and
2 failing to pay an additional hour's pay for each workday a meal period
3 violation occurred;

4 (c) Failing to authorize and permit employees to take timely and duty-free rest
5 periods in compliance with the California Labor Code and IWC Wage
6 Orders, and failing to pay an additional hour's pay for each workday a rest
7 period violation occurred;

8 (d) Willfully failing to pay employees all expenditures, minimum wages,
9 straight time wages, overtime wages, meal period premium wages, and rest
10 period premium wages due within the time period specified by California
11 law when employment terminates;

12 (e) Failing to provide employees with accurate, itemized wage statements
13 containing all the information required by the California Labor Code and
14 IWC Wage Orders; and

15 (f) Failing to indemnify employees for expenditures incurred in direct
16 discharge of duties of employment.

17 6. On information and belief, Defendants, and each of them were on actual and
18 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
19 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
20 willful and deliberate.

21 7. At all relevant times, Defendants were and are legally responsible for all of the
22 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
23 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,
24 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
25 the doctrine of "respondeat superior."

26 **THE PARTIES**

27 **A. Plaintiffs**

28 8. Plaintiff PATRICIA STINSON is a California resident who worked for

Defendants in Sacramento County, California as an hourly-paid, non-exempt employee from approximately March 2021 to approximately September 2023.

9. Plaintiff MALIA CASAREZ is a California resident who worked for Defendants in Sacramento County, California as an hourly-paid, non-exempt employee from approximately January 2024 to approximately March 2024

10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant ST. ANTON MULTIFAMILY INC. is, and at all times herein mentioned, was:

- (a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Sacramento County; and,
- (b) The employer of Plaintiffs and the current and/or former employer of the Aggrieved Employees because Defendant ST. ANTON MULTIFAMILY INC. suffered and permitted Plaintiffs and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

12. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of

1 California.

2 14. Plaintiffs are informed and believe and thereon allege that at all relevant times each
3 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the
4 other employees and exercised control over their wages, hours, and working conditions. Plaintiffs
5 are informed and believe and thereon allege that, at all relevant times, each Defendant was the
6 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
7 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
8 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
9 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
10 for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and
11 thereon allege that each Defendant acted pursuant to and within the scope of the relationships
12 alleged above, that each Defendant knew or should have known about, and authorized, ratified,
13 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

14 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 15. Plaintiffs worked for Defendants in California as hourly-paid, non-exempt
16 employees. During Plaintiffs' employment for Defendants, Defendants paid Plaintiffs an hourly
17 wage and classified them as non-exempt from overtime. Defendants typically scheduled Plaintiffs
18 to work at least five days in a workweek and at least eight hours per day, but Plaintiffs regularly
19 worked more than eight hours in a workday and more than forty (40) hours in a workweek.

20 16. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked
21 (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally
22 compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to
23 timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to
24 furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures.
25 As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

26 17. Throughout the statutory period, Defendants maintained a policy and practice of not
27 paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight
28 time, and overtime wages. Defendants required Plaintiffs and the Aggrieved Employees to work

1 “off-the-clock”, uncompensated, by, for example, requiring Plaintiffs and the Aggrieved
2 Employees to work during their meal breaks. Some of this unpaid work should have been paid at
3 the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain
4 accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

5 18. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiffs
6 and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not
7 always, required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive
8 hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five
9 hours of work, or without compensating Plaintiffs and the Aggrieved Employees for meal periods
10 that were not provided by the end of the fifth hour of work or tenth hour of work. Instead,
11 Defendants continued to assert control over Plaintiffs and the Aggrieved Employees by requiring,
12 pressuring, or encouraging them to perform work tasks which could not be completed without
13 working in lieu of taking mandatory meal periods, or by denying Plaintiffs and the Aggrieved
14 Employees permission to take a meal period. Accordingly, Defendants’ policy and practice was
15 not to provide meal periods to Plaintiffs and the Aggrieved Employees in compliance with
16 California law. Defendants also maintained a policy and practice of not recording the times that
17 Plaintiffs and the Aggrieved Employees took meal periods, if they were provided.

18 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
19 and permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods.
20 Defendants regularly required Plaintiffs and the Aggrieved Employees to work in excess of four
21 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
22 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
23 or without compensating Plaintiffs and the Aggrieved Employees for rest periods that were not
24 authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the
25 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
26 could not be completed without working in lieu of taking mandatory rest periods, or by denying
27 Plaintiffs and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants’
28 policy and practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take

1 rest periods in compliance with California law.

2 20. Throughout the statutory period, Defendants willfully failed and refused to timely
3 pay Plaintiffs and the Aggrieved Employees all final wages due at their termination of employment.
4 In addition, Plaintiffs' final paychecks did not include payment for all expenditures, minimum
5 wages, straight time wages, overtime wages, meal period premium wages, and rest period premium
6 wages owed to them by Defendants at the conclusion of their employment. On information and
7 belief, Defendants' failure to timely pay Plaintiffs' final wages when their employment terminated
8 was not a single, isolated incident, but was instead consistent with Defendants' policy and practice
9 that applied to Plaintiffs and the Aggrieved Employees.

10 21. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
11 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
12 all overtime hourly rates, and all gross and net wages earned (including correct hours worked,
13 correct wages for meal periods that were not provided in accordance with California law, and
14 correct wages for rest periods that were not authorized and permitted to take in accordance with
15 California law). As a result of these violations of California Labor Code § 226(a), the Plaintiffs
16 and the Aggrieved Employees suffered injury because, among other things:

- 17 (a) the violations led them to believe that they were not entitled to be paid
18 minimum, straight time, overtime, meal period premium, and rest period
19 premium wages, even though they were entitled;
- 20 (b) the violations led them to believe that they had been paid the minimum,
21 straight time, overtime, meal period premium, and rest period premium
22 wages, even though they had not been;
- 23 (c) the violations led them to believe they were not entitled to be paid minimum,
24 straight time, overtime, meal period premium, and rest period premium
25 wages at the correct California rate even though they were entitled;
- 26 (d) the violations led them to believe they had been paid minimum, straight time,
27 overtime, meal period premium, and rest period premium wages at the
28 correct California rate even though they had not been;

- 1 (e) the violations hindered them from determining the amounts of minimum,
2 straight time, overtime, meal period premium, and rest period premium
3 wages owed to them;
- 4 (f) in connection with their employment before and during this action, and in
5 connection with prosecuting this action, the violations caused them to have
6 to perform mathematical computations to determine the amounts of wages
7 owed to them, computations they would not have to make if the wage
8 statements contained the required accurate information;
- 9 (g) by understating the wages truly due to them, the violations caused them to
10 lose entitlement and/or accrual of the full amount of Social Security,
11 disability, unemployment, and other governmental benefits;
- 12 (h) the wage statements inaccurately understated the wages, hours, and wage
13 rates to which Plaintiffs and the Aggrieved Employees were entitled, and
14 Plaintiffs and the Aggrieved Employees were paid less than the wages and
15 wage rates to which they were entitled.

16 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in California
17 Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

18 22. Throughout the statutory period, Defendants have wrongfully required Plaintiffs
19 and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties
20 for Defendants. Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary
21 employment-related expenses, including, without limitation, use of personal cellphone for work
22 related purposes. Defendants required Plaintiffs to use personal cell phone to perform their work
23 duties.

24 23. Plaintiffs and the Aggrieved Employees incurred substantial expenses as a direct
25 result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs
26 and the Aggrieved Employees for these employment-related expenses.

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FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

24. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

25. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

26. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

27. Accordingly, Plaintiffs are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

28. By and through the conduct described above, Plaintiffs have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

29. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiffs for their non-overtime hours worked without pay, Plaintiffs suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and which will be ascertained according to proof at trial.

30. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiffs.

31. Pursuant to California Labor Code § 1194.2, Plaintiffs are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

32. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to

1 this cause of action, Plaintiffs were entitled to be paid twice a month at rates required by law,
2 including minimum and straight time wages. However, during all such times, Defendants
3 systematically failed and refused to pay Plaintiffs all such wages due and failed to pay those wages
4 twice a month.

5 33. Plaintiffs are also entitled to seek recovery of all unpaid minimum and straight time
6 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
7 218.5, 218.6, and 1194(a).

8 **SECOND CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Overtime Wages)**

10 34. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
11 1 through 23 in this Complaint.

12 35. California Labor Code § 510 provides that employees in California shall not be
13 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
14 receive additional compensation beyond their regular wages in amounts specified by law.

15 36. California Labor Code §§ 1194 and 1198 provide that employees in California shall
16 not be employed more than eight hours in any workday unless they receive additional
17 compensation beyond their regular wages in amounts specified by law. Additionally, California
18 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
19 by the IWC is unlawful.

20 37. At all times relevant hereto, Plaintiffs have worked more than eight hours in a
21 workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

22 38. At all times relevant hereto, Defendants failed to pay Plaintiffs overtime
23 compensation for the hours they have worked in excess of the maximum hours permissible by law
24 as required by California Labor Code §§ 510 and 1198.

25 39. By virtue of Defendants' unlawful failure to pay additional premium rate
26 compensation at the correct regular rate to the Plaintiffs for their overtime hours worked, Plaintiffs
27 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
28 them but which exceed the jurisdictional minimum of this Court and which will be ascertained

1 according to proof at trial.

2 40. By failing to keep adequate time records required by Labor Code § 1174(d),
3 Defendants have made it difficult to calculate the full extent of overtime compensation due to
4 Plaintiffs.

5 41. Plaintiffs also request recovery of overtime compensation according to proof,
6 interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the
7 assessment of any statutory penalties against Defendants, in a sum as provided by the California
8 Labor Code and/or other statutes.

9 42. California Labor Code § 204 requires employers to provide employees with all
10 wages due and payable twice a month. The Wage Orders also provide that every employer shall
11 pay to each employee, on the established payday for the period involved, overtime wages for all
12 overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs with all
13 compensation due, in violation of California Labor Code § 204.

14 **THIRD CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Provide Meal Periods)**

16 43. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
17 1 through 23 in this Complaint.

18 44. Under California law, Defendants have an affirmative obligation to relieve the
19 Plaintiffs of all duty in order to take their first daily meal periods no later than the start of Plaintiffs'
20 sixth hour of work in a workday, and to take their second meal periods no later than the start of the
21 eleventh hour of work in the workday. California Labor Code § 512, and Section 11 of the
22 applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty
23 (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7
24 for an employer to require any employee to work during any meal period mandated under any
25 Wage Order.

26 45. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
27 with both meal periods as required by California law. By their failure to permit and authorize
28 Plaintiffs to take all meal periods as alleged above (or due to the fact that Defendants made it

impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

46. Under California law, Plaintiffs are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

47. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

48. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

49. Despite these legal requirements, Defendants failed to authorize Plaintiffs to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiffs to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

50. Under California law, Plaintiffs are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

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FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

52. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

53. During the relevant time period, Defendants failed, and continue to fail to pay Plaintiffs all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

54. Defendants' failure to pay Plaintiffs who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

55. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

56. Plaintiffs are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

57. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

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SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

58. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

59. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

60. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

61. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs have suffered injury and damage to their statutorily protected rights.

62. Specifically, Plaintiffs have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

63. Calculation of the true wage entitlement for Plaintiffs is difficult and time consuming. As a result of this unlawful burden, Plaintiffs were also injured as a result of having

1 to bring this action to attempt to obtain correct wage information following Defendants' refusal to
2 comply with many of the mandates of California's Labor Code and related laws and regulations.

3 64. Plaintiffs are entitled to recover from Defendants the greater of their actual damages
4 caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate
5 penalty not exceeding four thousand dollars (\$4,000) per employee.

6 65. Plaintiffs are also entitled to injunctive relief, as well as an award of attorney's fees
7 and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

8 **SEVENTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

10 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
11 1 through 23 in this Complaint.

12 67. As set forth above, Plaintiffs were required to incur substantial necessary
13 expenditures and losses in direct consequence of the discharge of their duties or of their obedience
14 to directions of Defendants.

15 68. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
16 Plaintiffs for necessary expenditures and losses incurred in direct consequence of the discharge of
17 their duties or of their obedience to directions of Defendants.

18 69. As a result, Plaintiffs were damaged at least in the amounts of the expenses they
19 paid, or which were deducted by Defendants from their wages.

20 70. Plaintiffs are entitled to reasonable attorney's fees, expenses, and costs of suit
21 pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code §
22 2802(b).

23 **EIGHTH CAUSE OF ACTION**

24 **(Against All Defendants for Violation of California Business & Professions Code §§ 17200,**
25 **et seq.)**

26 71. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
27 1 through 23 in this Complaint.

28 72. Defendants, and each of them, are "persons" as defined under California Business

1 & Professions Code § 17201.

2 73. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful, and harmful to Plaintiffs and to the general public. Plaintiffs seek to enforce important
4 rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

5 74. Defendants' activities, as alleged herein, are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business & Professions
7 Code §§ 17200, *et seq.*

8 75. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
9 predicated on the violation of any state or federal law. All of the acts described herein as violations
10 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
11 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
12 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
13 & Professions Code §§ 17200, *et seq.*

14 **Failure to Pay Minimum and Straight Time Wages**

15 76. Defendants' failure to pay minimum and straight time wages, and other benefits in
16 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
17 California Business & Professions Code §§ 17200, *et seq.*

18 **Failure to Pay Overtime Wages**

19 77. Defendants' failure to pay overtime compensation and other benefits in violation of
20 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
21 prohibited by California Business & Professions Code §§ 17200, *et seq.*

22 **Failure to Provide Meal Periods**

23 78. Defendants' failure to provide meal periods in accordance with California Labor
24 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
25 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

26 **Failure to Authorize and Permit Rest Periods**

27 79. Defendants' failure to authorize and permit rest periods in accordance with
28 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful

and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

80. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 *et seq.*

81. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

82. Plaintiffs Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

83. Plaintiffs are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

84. Plaintiffs are further entitled to, and do, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

85. Plaintiffs have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Plaintiffs suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

86. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other

1 withholdings.

2 87. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs are
3 entitled to restitution of the wages withheld and retained by Defendants during a period that
4 commences four years and 178 days prior to the filing of this complaint; a permanent injunction
5 requiring Defendants to pay all outstanding wages due to Plaintiffs; an award of attorneys' fees
6 pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award
7 of costs.

8 **NINTH CAUSE OF ACTION**

9 **(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of**
10 **2004, Cal. Lab. Code § 2698, et seq.)**

11 88. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs
12 1 through 23 in this Complaint.

13 89. At all times herein mentioned, Defendants were subject to the Labor Code of the
14 State of California and the applicable Industrial Welfare Commission Orders.

15 90. California Labor Code § 2699(a) specifically provides for a private right of action
16 to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of
17 law, any provision of this code that provides for a civil penalty to be assessed and collected by
18 the Labor and Workforce Development Agency or any of its departments, divisions,
19 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
20 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
21 herself and other current or former employees pursuant to the procedures specified in Section
22 2699.3."

23 91. Plaintiffs have exhausted their administrative remedies pursuant to California
24 Labor Code § 2699.3. They gave written notice by online filing to the Labor and Workforce
25 Development Agency and by certified mail to Defendants of the specific provisions of the Labor
26 Code that Defendants have violated against Plaintiffs and current and former aggrieved
27 employees, including the facts and theories to support the violations. Plaintiffs also paid the
28 filing fee.

1 92. The Labor and Workforce Development Agency has not indicated that it intends to
2 investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiffs
3 may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3
4 for the violations of the Labor Code described in this Complaint. These penalties include, but are
5 not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

6 93. Based on the conduct described in this Complaint, Plaintiffs are entitled to an
7 award of civil penalties on behalf of themselves, the State of California, and similarly Aggrieved
8 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
9 to be shown according to proof at trial. These penalties are in addition to all other remedies
10 permitted by law.

11 94. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs
12 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
13 any action shall be entitled to an award of reasonable attorney's fees and costs."

14 **PRAYER FOR RELIEF**

15 Plaintiffs individually pray for relief and judgment against Defendants, jointly and
16 severally, as follows:

17 As to the First Cause of Action

18 95. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
20 minimum and straight time wages due;

21 96. For unpaid wages as may be appropriate;

22 97. For pre-judgment interest on any unpaid compensation commencing from the date
23 such amounts were due;

24 98. For liquidated damages;

25 99. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
26 California Labor Code § 1194(a); and,

27 100. For such other and further relief as the Court may deem equitable and appropriate.

28 ///

As to the Second Cause of Action

101. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

102. For unpaid wages at overtime wage rates as may be appropriate;

103. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

104. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

105. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

106. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

107. For unpaid meal period premium wages as may be appropriate;

108. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

109. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

110. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

111. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

112. For unpaid rest period premium wages as may be appropriate;

113. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

114. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

115. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

116. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

117. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

118. For pre-judgment interest on any unpaid wages from the date such amounts were due;

119. For reasonable attorneys' fees and for costs of suit incurred herein; and,

120. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

121. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

122. For all actual damages, according to proof;

123. For statutory penalties pursuant to California Labor Code § 226(e);

124. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

125. For reasonable attorneys' fees and for costs of suit incurred herein; and,

126. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

127. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

128. For unpaid wages or unreimbursed business expenses as may be appropriate;

129. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

130. For reasonable attorneys' fees and for costs of suit incurred herein; and,

131. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

132. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

133. For restitution of unpaid wages to Plaintiffs and prejudgment interest from the day such amounts were due and payable;

134. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

135. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

136. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

137. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

138. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

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

140. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

1 141. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Labor Code § 2699; and,

3 142. For such other and further relief as the Court may deem equitable and appropriate.

4 As to all Causes of Action

5 143. For any additional relief that the Court deems just and proper.

6
7 Respectfully submitted,

8 Dated: February 4, 2026

WILSHIRE LAW FIRM

9
10 By: 

11 John G. Yslas
12 Arrash T. Fattahi
13 Arman A. Salehi

14 Attorneys for Plaintiffs

15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

17 Dated: February 4, 2026

WILSHIRE LAW FIRM

18
19 By: 

20 John G. Yslas
21 Arrash T. Fattahi
22 Arman A. Salehi

23 Attorneys for Plaintiffs
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Stinson v. St. Anton Multifamily Inc., et al.
24CV001739

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 South Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

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(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on February 4, 2026, at Los Angeles, California.


Ashley Narinyans