

12/31/2024

By: L. Stewart Deputy

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10 Individually and on behalf of all other similarly situated employees

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

LUIS JIMENEZ, individually and on behalf of
all other similarly situated employees,

Plaintiff,

vs.

JQ EVENTS LLC, a California Limited
Liability Company; JUANITA QUINONEZ,
an individual; BRYANNA QUINONEZ, an
individual; BOSUE QUINONEZ, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. **24CV026779**

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Failure to Pay Non-Productive Time
4. Meal Period Violations
5. Rest Period Violations
6. Wage Statement Violations
7. Waiting Time Penalties
8. Failure to Reimburse Expenses
9. Untimely Payment of Wages
10. Unfair Competition
11. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff LUIS JIMENEZ ("Plaintiff"), on behalf of himself and all other similarly situated employees, hereby files this Complaint against Defendants JQ EVENTS LLC, a California Limited Liability Company; JUANITA QUINONEZ, an individual; BRYANNA QUINONEZ, an individual;

1 BOSUE QUINONEZ, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively
2 referred to as “Defendants”). On information and belief, Plaintiff alleges the following:

3 **INTRODUCTION**

4 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
5 Plaintiff for failure to provide overtime wages, failure to provide minimum wages, failure to pay non-
6 productive time, meal and rest period violations, wage statement violations, waiting time penalties,
7 failure to reimburse expenses, failure to make timely payment, and unfair competition.

8 **JURISDICTION AND VENUE**

9 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
10 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
11 Labor Code, California Business and Professions Code, and Wage Order No. Five.

12 3. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that
13 Defendant resides in Sacramento County and/or are foreign entities and have not designated any county
14 in California as being where they maintain their principal offices. In addition, some of the wrongful acts
15 and violations of law asserted herein occurred within Sacramento County, and Defendant's obligation to
16 pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
17 Cal.3d 403, 414 (1984).

18 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
19 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
20 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
21 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
22 (“LWDA”) on approximately September 25, 2024. Plaintiff provided the facts and legal bases asserted
23 in this Complaint, including identifying the specific Labor Code sections at issue, within the notice to
24 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff
25 also submitted the \$75.00 filing fee. The September 25, 2024, notice was also sent via certified mail to
26 Defendants on the same day. To date, the LWDA has not provided any response to Plaintiff's notice
27 correspondence. Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private
28 Attorneys General Act (“PAGA”) and may bring this action on behalf of himself and all similarly

1 situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*
2 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
3 include, but is not limited to the following: all individuals who have worked, or continue to work, for
4 Defendants in California as a non-exempt employee at any time between September 25, 2023 to present.

5 **PARTIES**

6 5. LUIS JIMENEZ, Plaintiff, is an individual over the age of eighteen (18) and is a
7 resident of the State of California.

8 6. On information and belief, Plaintiff alleges, JQ EVENTS LLC, is now and/or at all
9 times mentioned in this Complaint was a California Limited Liability Company and the owner and
10 operator of an industry, business and/or facility doing business in the State of California.

11 7. On information and belief, Plaintiff alleges, JUANITA QUINONEZ, is now and/or at all
12 times mentioned in this Complaint was an individual and the owner and operator of an industry,
13 business and/or facility doing business in the State of California. On information and belief, Plaintiff
14 alleges that JUANITA QUINONEZ is an owner, director, officer, and/or managing agent of JQ
15 EVENTS LLC responsible for causing the violations outlined herein. As such, JUANITA QUINONEZ
16 is individually liable pursuant to California Labor Code section 558.1. On information and belief,
17 Plaintiff alleges that JUANITA QUINONEZ trained subordinate staff to implement and carry out the
18 policies and practices identified herein. As a result, whether directly or indirectly, JUANITA
19 QUINONEZ caused the violations identified herein and is responsible for the violations herein as she
20 was in a position of authority with the power and responsibility to monitor, institute, and/or modify the
21 unlawful practices, but chose to ratify them instead.

22 8. On information and belief, Plaintiff alleges, BRYANNA QUINONEZ, is now and/or at
23 all times mentioned in this Complaint was an individual and the owner and operator of an industry,
24 business and/or facility doing business in the State of California. On information and belief, Plaintiff
25 alleges that BRYANNA QUINONEZ is an owner, director, officer, and/or managing agent of JQ
26 EVENTS LLC responsible for causing the violations outlined herein. As such, BRYANNA
27 QUINONEZ is individually liable pursuant to California Labor Code Section 558.1. On information
28 and belief, Plaintiff alleges that BRYANNA QUINONEZ trained subordinate staff to implement and

1 carry out the policies and practices identified herein. As a result, whether directly or indirectly,
2 BRYANNA QUINONEZ caused the violations identified herein and is responsible for the violations
3 herein as she was in a position of authority with the power and responsibility to monitor, institute, and/or
4 modify the unlawful practices, but chose to ratify them instead.

5 9. On information and belief, Plaintiff alleges, BOSUE QUINONEZ, is now and/or at all
6 times mentioned in this Complaint was an individual and the owner and operator of an industry,
7 business and/or facility doing business in the State of California. On information and belief, Plaintiff
8 alleges that BOSUE QUINONEZ is an owner, director, officer, and/or managing agent of JQ EVENTS
9 LLC responsible for causing the violations outlined herein. As such, BOSUE QUINONEZ is
10 individually liable pursuant to California Labor Code Section 558.1. On information and belief,
11 Plaintiff alleges that BOSUE QUINONEZ trained subordinate staff to implement and carry out the
12 policies and practices identified herein. As a result, whether directly or indirectly, BOSUE QUINONEZ
13 caused the violations identified herein and is responsible for the violations herein as he was in a position
14 of authority with the power and responsibility to monitor, institute, and/or modify the unlawful
15 practices, but chose to ratify them instead.

16 10. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
17 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
18 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
19 names and capacities of these DOE Defendants when they are ascertained.

20 11. At all times mentioned herein, each Defendant was the agent or employee of each of the
21 other Defendants and was acting within the course and scope of such agency or employment. The
22 Defendants are jointly and severally liable to Plaintiff.

23 12. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
24 were members of and/or engaged in a joint employment, joint venture, partnership and common
25 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
26 joint venture, partnership and common enterprise.

27 13. Defendants, and each of them, now and/or at all times mentioned in this Complaint
28 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

14. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

15. Plaintiff brings the First through Tenth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All individuals who have worked, or continue to work, for Defendants in California as a non-exempt employee at any time between September 25, 2023, to the present.

16. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants violated the law by not paying employees for all hours worked;
- (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all minimum and overtime wages owed;
- (3) Whether Defendants paid Plaintiff and putative class members for all non-productive time worked;

- 1 (4) Whether Defendants maintained accurate payroll records;
- 2 (5) Whether Defendants failed to correctly calculate the regular rate of pay for
- 3 premium wage purposes such as overtime, double time, meal and rest period
- 4 premiums, and sick leave wages;
- 5 (6) Whether Defendants failed to pay meal and rest period premium for meal and rest
- 6 period violations;
- 7 (7) Whether as a result of Defendants' policies and practices, Plaintiff and putative
- 8 class members were not authorized and permitted to take all meal and rest
- 9 periods;
- 10 (8) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
- 11 class members received all reimbursement owed;
- 12 (9) Whether as a result of Defendants' policies and practices Plaintiff's and putative
- 13 class members received all wages, due and owing, at the time of their termination
- 14 or separation; and
- 15 (10) Whether Defendants provided Plaintiff's and putative class members with wage
- 16 statements that complied with Labor Code section 226.
- 17 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
- 18 class. The putative class also sustained damages arising out of Defendants' common
- 19 course of conduct in violation of the law as complained of herein. Plaintiff and all
- 20 members of the putative class were non-exempt employees who were not paid all
- 21 overtime wages owed, not paid all minimum wages, not paid all reimbursements, not paid
- 22 for non-productive time, meal and rest period premiums, as a result of Defendants'
- 23 policies and practices resulting in inaccurate wage statements that did not itemize the
- 24 accurate overtime wages owed, meal and rest period premiums, and sick leave wages.
- 25 (d) Additionally, Defendants issued Plaintiff and all members of the putative class wage
- 26 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
- 27 each member of the putative class will have suffered the same type of harm and seek the
- 28 same type of recovery based on the same legal theories.

1 (e) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
2 putative class. For all relevant times, Plaintiff resided in California and worked for
3 Defendants in California. Moreover, Plaintiff is an adequate representative of the
4 putative class as Plaintiff has no interests that are adverse to those of putative class
5 members. Additionally, Plaintiff has retained counsel who has substantial experience in
6 complex civil litigation and wage and hour matters.

7 (f) Superiority: A class action is superior to other available means for the fair and efficient
8 adjudication of the controversy since individual joinder of all members of the putative
9 class is impracticable. Class action treatment will permit a larger number of similarly
10 situated persons to prosecute their common claims in a single forum simultaneously,
11 efficiently, and without the unnecessary duplication of effort and expense that numerous
12 individual actions would engender. Further, as damages suffered by each individual
13 member of the class may be relatively small, the expenses and burden of the individual
14 litigation would make it difficult or impossible for individual members of the class to
15 redress the wrongs done to them, and an important public interest will be served by
16 addressing the matter as a class action. The cost to the court system of adjudication of
17 such individualized litigation would be substantial. Individualized litigation would also
18 present the potential for inconsistent or contradictory judgments.

19 17. Plaintiff is unaware of any difficulties that are likely to be encountered in the
20 management of this action that would preclude its maintenance as a class action.

21 **GENERAL ALLEGATIONS**

22 18. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 17 as though fully
23 set forth herein.

24 19. Plaintiff worked for Defendants from April 13, 2024, to approximately June 30, 2024.
25 He was not given a title for his position.

26 20. Defendants operate as an event company that serves gatherings including community
27 events, weddings, and personal parties. Plaintiff's job duties consisted of everything from setting up and
28

1 taking down events, tending food and drinks as a caterer, to cleaning up litter at street fairs. Each event
2 was different than the last and had differing supervisors and employees working each one.

3 21. On or around April 12, 2024, Plaintiff reached out to Defendant, JUANITA QUINONEZ,
4 owner of JQ Events LLC, for a phone interview. Plaintiff was encouraged to do so by one of
5 Defendant's previous employees. During that call, Plaintiff had a short interview with JUANITA
6 QUINONEZ who declared that he was hired "on the spot".

7 22. During that same phone call, JUANITA QUINONEZ let Plaintiff know that there was a
8 catered wedding event the next day that he could work. She then gave him the time and address that he
9 needed to show up. Plaintiff began asking questions about pay and whether he had to fill out any hiring
10 documents, but JUANITA QUINONEZ responded that everything would be "taken care of".

11 23. In accordance with what he was told by JUANITA QUINONEZ, Plaintiff showed up to
12 the event the next day. While working at the event, Plaintiff was asked by his supervisor to go pick up
13 salt and cheese from a grocery store for catering purposes. Plaintiff was never paid for his vehicle
14 usage.

15 24. During this first event Plaintiff was curious about how he would be paid, so he
16 approached his supervisor at the event who told Plaintiff that he needed to clock in and out of an app on
17 his personal phone to record working hours. The app was called "Connecteam". Plaintiff was then told
18 that he did not need to worry about clocking in that night because he was "new". At the end of the
19 night, Defendant handed all of its employees at the event an envelope with cash for working the event.
20 Plaintiff does not know at what rate he was paid.

21 25. After working at this first event, Plaintiff continued taking work from Defendants
22 through the months of April, May, and June. Plaintiff tried to use the Connecteam app on his phone, but
23 the app refused to work. In late April of 2024, a few weeks after starting, BRYANNA QUINONEZ,
24 Ms. Q. Quinonez's daughter, assured Plaintiff "not to worry" about the app issue and that Defendant
25 would "keep track" of his hours for him.

26 26. At that same time, Plaintiff expressed worries to BRYANNA QUINONEZ about being
27 paid in cash due to taxes. When he brought this to Defendants' attention, BRYANNA QUINONEZ told
28 Plaintiff that the Defendant was "in the process of switching time-tracking apps". BRYANNA

1 QUINONEZ seemed to use that explanation as a justification for Plaintiff’ struggles with the app.
2 Despite his reports and attempts to get help from Defendant, Plaintiff was never able to successfully
3 clock in for work. Defendant never made it a priority to make this happen and continued paying
4 Plaintiff under the table despite his complaints.

5 27. After beginning work in April of 2024, Plaintiff was told by JUANITA QUINONEZ that
6 her son, BOSUE QUINONEZ, Defendant’s Human Resources Representative, would contact Plaintiff to
7 complete all the onboarding paperwork. After several weeks of not hearing from BOSUE QUINONEZ,
8 Plaintiff attempted to contact him but was unable to do so. When Plaintiff reported this to BRYANNA
9 QUINONEZ, she laughed and said, “That sounds like my brother!” Plaintiff was never given any
10 onboarding paperwork or tax documents for his employment with Defendant.

11 28. On or around April 24, 2024, Plaintiff was told to attend another event at the Natomas
12 Community Center. During that event, Defendant’s employees were sequestered for a short period of
13 time due to protestors that had crashed the event. During that time, Plaintiff heard several employees
14 complain about “when” and “how” they would be paid for the event. BRYANNA QUINONEZ told
15 these employees to “be quiet” and to “focus” on their work. Plaintiff thought that this was odd, but he
16 learned that day that employees were paid through different methods. Plaintiff learned that some
17 employees used the app to track hours while others were paid through cash that night or were paid later
18 through other means such as Apple Pay. The Defendants always talked about trying to get employees
19 paid within 72-hours of the event, but there was also talk about a “two-week” pay period. Plaintiff was
20 not familiar with these pay periods and he himself was not paid on any kind of schedule.

21 29. Plaintiff reports that he worked shifts ranging anywhere from three to eight or more
22 hours. Plaintiff specifically remembers working over an eight-hour shift when he was picking up
23 garbage for a street fair, but he was not paid overtime for this work. Whenever Plaintiff was paid, it was
24 a lump sum of cash. There was no paystub showing the breakdown of hours worked, the rate of pay for
25 hours worked, and no overtime allotment. Plaintiff believes that he was paid anywhere from
26 \$17.00/hour for jobs to \$20.00/hour depending on the event. Plaintiff was never given a paystub to
27 show the rate at which he was paid.
28

1 30. Plaintiff reports that there were frequent rest breaks on the job due to downtime between
2 duties. Plaintiff further reports that employees such as himself were given lunch breaks on days they
3 worked over five hours, however, there was no means or way to clock out for those breaks. Because of
4 this, Plaintiff is unsure whether he received a full uninterrupted 30-minute meal period for every 5 hours
5 that he worked. A lack of time records further complicates this analysis. Plaintiff reports that
6 BRYANNA QUINONEZ was relatively good at giving rest breaks and meal breaks, but other
7 supervisors such as “Rodrigo”, a minor, were horrible at keeping track of hours worked and ensuring
8 employees got their meal breaks.

9 31. Because BOSUE QUINONEZ never gave Plaintiff his hiring paperwork, BRYANNA
10 QUINONEZ would frequently ask Plaintiff for his work hours through text. Plaintiff would then report
11 his hours for the event that day or for events from the week before and BRYANNA QUINONEZ would
12 pay him for his work.

13 32. Plaintiff was never paid at the same rate for events and does not know how his pay was
14 calculated. No explanation was given by the Defendant. Plaintiff was paid in cash and over Apple Pay.
15 Plaintiff witnessed other employees also being paid in cash envelopes at the end of events.

16 33. During events that he worked, Plaintiff frequently used his cellphone to talk to
17 supervisors and other employees. This was a necessity as there were times that supervisors were not
18 directly onsite to give instruction. Other employees also used their phones to communicate with one
19 another and to clock in and out of the Connecteam app. This was encouraged by Defendant. Defendant
20 never reimbursed its employees for their phone usage.

21 34. Plaintiff also reports that employees frequently drove their own vehicles to and from
22 Defendant’s location to events to transport decorations and catering materials. Plaintiff himself was
23 asked to leave an event to go grab additional catering materials at a nearby store. Employees who
24 transported these materials or ran errands were not compensated for this additional time or reimbursed
25 for travel expenses.

26 35. On or around June 22, 2024, Defendants did not pay Plaintiff for the work that he did for
27 an event that day. Plaintiff was also owed for work he had done at a previous event on or around June 5,
28 2024. Despite asking for payment for his work, BRYANNA QUINONEZ ignored him. On or around

June 30, 2024, Plaintiff demanded that Defendants pay him for his hours or else he would quit. Defendants did not respond to his messages.

36. Plaintiff thus left Defendants' employment on or around June 30, 2024, when Defendants refused to pay him for hours that he worked. Plaintiff is owed at least \$400 in wages. Plaintiff knows that other employees have had similar issues getting wages and he has expressed his concern that Defendants are preying on vulnerable employees and taking advantage of them through its illegal labor and employment practices.

37. Defendant JQ Events LLC identified Defendant BOSUE QUINONEZ in its filings with the California Secretary of State as its Manager or Member. Plaintiff is informed and believes that BOSUE QUINONEZ was responsible for creating and electing to implement JQ Events LLC's payroll and compensation policies and practices or that BOSUE QUINONEZ was aware of such policies and practices and ratified them.

38. Plaintiff is informed and believes that JUANITA QUINONEZ is and was the owner of JQ EVENTS LLC during the time that Plaintiff worked for Defendants and that JUANITA QUINONEZ was responsible for creating and electing to implement JQ Events LLC's payroll and compensation policies and practices or that JUANITA QUINONEZ was aware of such policies and practices and ratified them.

39. Plaintiff is informed and believes that BRYANNA QUINONEZ was an officer of JQ EVENTS LLC during the time that Plaintiff worked for Defendants and that BRYANNA QUINONEZ was responsible for creating and electing to implement JQ Events LLC's payroll and compensation policies and practices or that BRYANNA QUINONEZ was aware of such policies and practices and ratified them.

CAUSES OF ACTION

FIRST CAUSE OF ACTION **FAILURE TO PAY OVERTIME WAGES** **(As to all Defendants)**

40. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 39 as though fully set forth herein.

THIRD CAUSE OF ACTION
FAILURE TO PAY NON-PRODUCTIVE TIME
(As to all Defendants)

49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully set forth herein.

50. Labor Code section 226.2 requires employers to separately compensate employees for nonproductive time at rate that is the higher of an average hourly rate or the applicable minimum wage. Defendants completely failed to pay Plaintiff any compensation for rest and recovery periods and other non-productive time as outlined above.

51. As a proximate result of Defendants' conduct, Plaintiff has been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully set forth herein.

53. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

54. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

55. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

56. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal

1 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
2 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated
3 employees to take their first meal period before the completion of their fifth hour of work and failed
4 to allow Plaintiff and similarly situated employees to take their second meal period before the
5 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
6 rights to all meal periods throughout their employment.

7 57. Defendants further failed to pay Plaintiff and similarly situated employees the
8 applicable meal period premiums for any such missed meal breaks.

9 58. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is
11 incorporated here to the extent pertinent as if set forth here in full.

12 **FIFTH CAUSE OF ACTION**
13 **REST PERIOD VIOLATIONS**
14 **(As to all Defendants)**

15 59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully
16 set forth herein.

17 60. An employer must provide an employee a rest period in accordance with the
18 applicable Wage Order and California Labor Code section 226.7.

19 61. California Labor Code section 226.7 and Wage Order No. Five, section 12(A) require
20 an employer to provide a rest period of not less than ten (10) minutes for each work period of more
21 than four (4) hours or a major fraction thereof.

22 62. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
23 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
24 they worked more than four (4) hours or a major fraction thereof.

25 63. Defendants further failed to pay Plaintiff and similarly situated employees the
26 applicable rest period premiums for any such missed rest periods.

27 64. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
28 employees have been damaged as stated in the section below entitled "DAMAGES," which is
incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully set forth herein.

66. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

67. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' travel and errands that resulted in off-the-clock work. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered

1 confusion over whether they received all wages owed and were prevented from effectively
2 challenging information on their wage statements.

3 68. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
4 employees have been damaged as stated in the section below entitled "DAMAGES," which is
5 incorporated here to the extent pertinent as if set forth here in full.

6 **SEVENTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(As to all Defendants)**

9 69. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 68 as though fully
10 set forth herein.

11 70. An employer must pay an employee who is terminated all unpaid wages immediately
12 upon termination. *See* Cal. Lab. Code § 201.

13 71. An employer must pay an employee who resigns all unpaid wages within seventy-two
14 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

15 72. Plaintiff and similarly situated employees did not receive all wages, including minimum
16 and overtime wages, meal and rest period premiums and reimbursements owed at their termination or
17 within the required time after their separation from employment.

18 73. An employer who willfully fails to pay an employee wages in accordance with California
19 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
20 days. *See* Cal. Lab. Code § 203.

21 74. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
22 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
23 and similarly situated employees requested overdue pay for time they had worked, however Defendants
24 failed to pay the wages owed. Such conduct shows Defendants had knowledge of earned, but unpaid
25 wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

26 75. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
27 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
28 thirty (30) days for Defendants' failure to pay all wages due.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

76. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 75 as though fully set forth herein.

77. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

78. Defendants required Plaintiff and similarly situated employees to use their cell phones to communicate with employees but failed to reimburse them for such use. Additionally, Defendants required Plaintiff to download an app so that employees could use their personal cell phones to clock in and out of work. Defendants also had Plaintiff and similarly situated employees use their personal vehicles to transport event décor and run errands during events. Plaintiff and similarly situated employees were not reimbursed for these expenses.

79. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION
UNTIMELY PAYMENT OF WAGES
(As to all Defendants)

80. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 79 as though fully set forth herein.

81. Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for by the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for by the 10th day of the

1 following month. As stated above, Defendants failed to comply with this provision by failing to pay
2 Plaintiff and similarly situated employees for wages earned between the 1st and 15th and between the 16th
3 and last day of the month beyond the maximum time allowed under the statute.

4 82. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
5 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
6 the extent pertinent as if set forth here in full.

7 **TENTH CAUSE OF ACTION**
8 **UNFAIR COMPETITION**
9 **(As to all Defendants)**

10 83. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 82 as though fully
11 set forth herein.

12 84. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
13 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
14 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
15 California Business and Professions ("B&P") Code § 17200.

16 85. Plaintiff and similarly situated employees were not paid all wages owed, including
17 minimum and overtime wages, and meal and rest period premiums, or reimbursed for business expenses,
18 during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and
19 similarly situated employees were denied statutory protections regarding meal and rest periods.

20 86. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
21 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
22 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

23 87. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
24 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
25 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
26 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
27 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.
28

ELEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

88. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 87 as though fully set forth herein.

89. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order Five, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order Five, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. Five, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. Five, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and Unlawful Deductions)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)
- Violation of Labor Code § 226.2 (Failure to Pay Non-Productive Time)

90. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

91. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

92. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. All wages earned and owing;
 - b. Interest, attorneys' fees, and costs pursuant to Labor Code section 218.5 and 218.6
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1 6. As to the Fifth Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 4 section 1021.5;

5 7. As to the Sixth Cause of Action:

- 6 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 7 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 8 violation occurred and one hundred dollars (\$100.00) per employee for each
- 9 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 10 (\$4,000.00);
- 11 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 12 226(e);

13 8. As to the Eighth Cause of Action:

- 14 a. An amount to be proven at trial;
- 15 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

16 9. As to the Ninth Cause of Action:

- 17 a. For any initial violations, \$100 for each failure to pay each employee;
- 18 b. For each subsequent violation or any willful or intentional violations \$200 for
- 19 each failure to pay each employee, plus 25 percent of the amount unlawfully
- 20 withheld;

21 10. As to the Eleventh Cause of Action:

- 22 a. For civil penalties as provided in the Labor Code for each enumerated
- 23 violation;
- 24 b. For those Labor Code sections where there is no civil penalty provided for their
- 25 violation, the default penalty provided in Labor Code section 2699(f): for any
- 26 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
- 27 period; For any subsequent violation, two hundred dollars (\$200) for each
- 28 aggrieved employee per pay period;

- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

11. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: December 31, 2024

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Attorneys for Plaintiff