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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By C. Cervantes, Deputy Clerk

Attorney for Plaintiff,
CONSUELO LEPE

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

CONSUELO LEPE, an individual,

Plaintiff,

v.

CHARLES HAU LE, an individual; BEVERLY
HILLS FABULOUS ESTATES INC., a
California corporation; BEVERLY HILLS
BENTLEY INVESTMENTS, INC., a California
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. **24STCV31369**

COMPLAINT FOR DAMAGES FOR:

- 1. MISCLASSIFICATION OF EMPLOYEE AS
“INDEPENDENT CONTRACTOR.”**
- 2. FAILURE TO PAY WAGES (CAL. LABOR
CODE §§201, 1194);**
- 3. FAILURE TO PAY MINIMUM WAGES
(CAL. LABOR CODE §§1182.12, 1194,
1194.2, 1197);**
- 4. FAILURE TO PAY OVERTIME
COMPENSATION (CAL. LABOR CODE
§§515; 1454);**
- 5. FAILURE TO PROVIDE ITEMIZED
WAGE AND HOUR STATEMENTS (CAL.
LABOR CODE §§226, ET SEQ.);**
- 6. WAITING TIME PENALTIES (CAL.
LABOR CODE §§201-203);**
- 7. FAILURE TO PERMIT INSPECTION OF
PERSONNEL AND PAYROLL RECORDS
(CAL. LABOR CODE §§226 AND 1198.5);**
- 8. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ.); AND**
- 9. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.)**

DEMAND OVER \$35,000

[DEMAND FOR JURY TRIAL]

1 **COMES NOW PLAINTIFF, CONSUELO LEPE,** and for causes of action against the
2 Defendants and each of them, alleges as follows:

3
4 **JURISDICTION**

5 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
6 because Defendants’ obligations and liability arise therein, because Defendants maintain offices and
7 transact business within Los Angeles County, and because the work that is the subject of this action was
8 performed by Plaintiff in Los Angeles County.

9
10 **THE PARTIES**

11 2. Plaintiff, CONSUELO LEPE, is and at all times relevant hereto was a resident of the
12 County of Los Angeles, State of California.

13 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendant CHARLES HAU LE (hereinafter referred to as "LE") is and at all times relevant
15 hereto was a resident of the City and County of Los Angeles, State of California.

16 4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
17 hereto, Defendants BEVERLY HILLS FABULOUS ESTATES INC. and BEVERLY HILLS
18 BENTLEY INVESTMENTS, INC. are each California corporations, exclusively owned and operated
19 by LE, doing business in the City and County of Los Angeles, State of California.

20 5. LE, BEVERLY HILLS FABULOUS ESTATES INC. and BEVERLY HILLS
21 BENTLEY INVESTMENTS, INC. are hereinafter collectively referred to as “Employers.”

22 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
23 hereto, in addition to business and real estate services, Employers also operated and managed LE's
24 household, including providing and paying for child care services.

25 7. At all times relevant herein, Employers and DOES 1-20 were Plaintiff’s employers, joint
26 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
27 Commission Order No. 15-2001, and are each an “employer or other person acting on behalf of an
28

1 employer” as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that
2 basis.

3 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
4 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
5 therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
6 complaint to insert the true names and capacities of said Defendants when the same become known to
7 Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously
8 named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff
9 as alleged hereinafter.

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

17 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and
18 each of them, including those defendants named as DOES 1-20, acted in concert with one another to
19 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
20 another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to
21 Government Code §12940(i). Plaintiff is further informed and believes, and based thereupon alleges,
22 that Defendants, and each of them, including those defendants named as DOES 1-20, and each of them,
23 formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful
24 acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
25 intended to cause and actually causing Plaintiff harm.

26 11. Whenever and wherever reference is made in this complaint to any act or failure to act
27 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
28 and/or failures to act by each Defendant acting individually, jointly and severally.

1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
3 unity of interest and ownership between Employers and DOES 1-20 that the individuality and
4 separateness of defendants have ceased to exist.

5 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
6 of purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same,
7 including, but not limited to because:

8 a. Employers are completely dominated and controlled by one another and DOES
9 1-20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
10 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
11 accomplish some other wrongful or inequitable purpose.

12 b. Employers and DOES 1-20 derive actual and significant monetary benefits by
13 and through one another's unlawful conduct, and by using one another as the funding source for their
14 own personal expenditures.

15 c. Employers and DOES 1-20, while really one and the same, were segregated to
16 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
17 accomplishing some other wrongful or inequitable purpose.

18 d. Employers do not comply with all requisite corporate formalities to maintain a
19 legal and separate corporate existence.

20 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
21 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
22 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
23 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
24 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of
25 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
26 liability to Plaintiff for violations of the Government Code and other statutory violations. The
27 corporate existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of
28 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS

17. On or about March 6, 2024, Employers hired Plaintiff to work as a live-in nanny, caring for LE's newborn children at LE's home, in the City of Los Angeles, which also serves as headquarters for LE's two business, the co-defendants herein. Plaintiff was a domestic work employee who is a personal attendant, as such terms are defined by Labor Code §1451, and whose right to overtime was therefore governed by Labor Code §1454.

Misclassification as Independent Contractor

18. During the period of Plaintiff's employment with Employers, Plaintiff was a non-exempt employee of Employers, and each of them based upon their alter ego relationship, as defined by California Labor Code §350(b).

1 19. During the period of Plaintiff's employment with Employers, pursuant to Labor Code
2 §2750.3, for purposes of the provisions of the Labor Code, the Unemployment Insurance Code, and for
3 the wage orders of the Industrial Welfare Commission, Plaintiff was an employee, not an independent
4 contractor, because:

5 a. Plaintiff was not free from the control and direction of Employers in connection
6 with the performance of the work, both under the contract for the performance of the work and in fact;

7 b. Plaintiff did not perform work that is outside the usual course of Employers'
8 business; and/or

9 c. Plaintiff was not customarily engaged in an independently established trade,
10 occupation, or business of the same nature as the work performed.

11 20. Moreover, throughout the course of Plaintiff's employment, through and including the
12 date of Plaintiff's wrongful termination, Employers completely controlled Plaintiff's performance,
13 including the manner in which Plaintiff was to perform Plaintiff's required duties, as follows:

14 a. Defendants provided Plaintiff with all of the equipment, tools and supplies
15 Plaintiff required to do Plaintiff's job;

16 b. Plaintiff was told what days and hours Plaintiff was required to work, where to
17 go and what to do, and worked a regular schedule;

18 c. Plaintiff was paid a daily rate for Plaintiff's labor;

19 d. Plaintiff had no ability to turn down jobs assigned to Plaintiff by Employers; and

20 e. Employers had the right to discipline Plaintiff and to fire Plaintiff at will;

21 21. Additional factors confirming Plaintiff's status as an employee include:

22 a. Plaintiff was not engaged in a distinct occupation or business;

23 b. Plaintiff was not required to make any major investments in equipment or
24 materials to provide the services;

25 c. Plaintiff's occupation and work is usually done under the direction of the
26 principal or a supervisor;

27 d. No particular skill is required for Plaintiff's occupation;

28 e. Plaintiff was not paid by "the job," but was paid a daily wage rate;

- 1 f. Plaintiff's work was part of the regular business of Employers; and
- 2 g. Plaintiff believed, by going to work for Employers, Plaintiff was creating an
- 3 employer-employee relationship;
- 4 h. Plaintiff was told what days and hours Plaintiff was required to work, where to
- 5 go and what to do;
- 6 i. Employers failed to comply with the Independent Contractor Reporting
- 7 requirements that required Employers report to the Employment Development Department ("EDD"),
- 8 within 20 days if Employers hired an independent contractor who is an individual or sole
- 9 proprietorship, who Employers have either paid, or contracted to pay, more than \$600.

10 22. Despite the aforementioned facts, Employers illegally classified Plaintiff as an

11 "independent contractor" instead of as an employee, and wrongfully issued Plaintiff IRS Form W-1099

12 forms.

13 23. Because Employers misclassified Plaintiff as an independent contractor, at no time

14 during Plaintiff's employment was Plaintiff paid for all hours worked or overtime premiums, nor was

15 Plaintiff provided with itemized wage statements as required by law.

16 24. Between March 6, 2024 and approximately April 30, 2024, Employers paid Plaintiff a

17 flat rate of \$200 for 24-hour period, commencing at 9am and concluding at 9am the following day.

18 During this time period, Plaintiff typically worked four days per week, but during a two-week period

19 after one of the other live-in nannies had quit, Plaintiff worked 7 days per week. During this time

20 period, Plaintiff typically worked four days per week, but during a two-week period after one of the

21 other live-in nannies had quit, Plaintiff worked 7 days per week. Because payment of a fixed salary to a

22 nonexempt employee shall be deemed to provide compensation only for the employee's regular,

23 nonovertime hours, notwithstanding any private agreement to the contrary pursuant to Labor Code

24 section 515(d)(2), Plaintiff's hourly rate for this time period was \$22.22 (\$200 divided by 9

25 nonovertime hours).

26 25. Between May 1, 2024 and August 6, 2024, Employers paid Plaintiff a flat rate of \$220

27 for 24-hour period, commencing at 9am and concluding at 9am the following day. During this time

28 period, Plaintiff typically worked five days per week, but during a second two-week period after one of

1 the other live-in nannies had quit, Plaintiff worked 7 days per week. Because payment of a fixed salary
2 to a nonexempt employee shall be deemed to provide compensation only for the employee's regular,
3 nonovertime hours, notwithstanding any private agreement to the contrary pursuant to Labor Code
4 section 515(d)(2), Plaintiff's hourly rate for this time period was \$24.44 (\$220 divided by 9
5 nonovertime hours).

6 26. Plaintiff worked approximately 15 unpaid hours each day, for which Plaintiff received
7 no wages at all, not Plaintiff's hourly wage rate, or even the requisite minimum wage.

8 27. Plaintiff worked approximately 15 overtime hours each day, but was not paid for these
9 hours at all either.

10 28. At no time did Plaintiff receive itemized paystubs from Employers. Plaintiff was paid
11 by one or more of the Employers on a weekly basis via personal or company check, or by Zelle, with no
12 deductions.

13
14 **FIRST CAUSE OF ACTION**
15 **FOR MISCLASSIFICATION AS "INDEPENDENT CONTRACTOR"**
16 **AGAINST ALL DEFENDANTS**

17 29. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 30. Pursuant to Labor Code §226.8(a)(1), it is unlawful for any person or employer to
20 engage in willful misclassification of an individual as an independent contractor. Pursuant to Labor
21 Code §226.8(b), if a court issues a determination that a person or employer has violated subdivision (a),
22 the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000)
23 and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other
24 penalties or fines permitted by law. Pursuant to Labor Code §226.8(c), if a court issues a determination
25 that a person or employer has violated subdivision (a) and the person or employer has engaged in or is
26 engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil
27 penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars
28 (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.

1 31. During the period of Plaintiff's employment with Defendants, Plaintiff was an employee
2 of Defendants, and each of them based upon their alter ego relationship, as defined by California Labor
3 Code §350(b). However, Defendants purposefully misclassified Plaintiff as an "Independent
4 Contractor" because, by so doing, defendants lowered their cost of doing business by means of, but not
5 limited to, the following:

6 a. Defendants did not report or pay the employer's share of federal or state payroll
7 taxes with respect to any of the funds paid to Plaintiff, as required by required by federal and state law;

8 b. Defendants did not provide or pay for Workers Compensation insurance for
9 Plaintiff;

10 c. Defendants did not provide or pay for State Disability insurance for Plaintiff; and

11 d. Defendants did not provide or pay for benefits to Plaintiff that other of
12 Defendants' employees received.

13 32. As a direct and proximate result of the aforementioned violations of California law
14 committed by defendants, Plaintiff has suffered, and continues to suffer, substantial losses related to the
15 loss of the employer's share of payroll taxes, the use and enjoyment of such employee benefits, and
16 expenses and attorneys' fees in seeking to compel defendants to fully perform their obligation under
17 state law, all to their damage in amounts according to proof at time of trial, but in amounts in excess of
18 the minimum jurisdiction of this Court. Plaintiff is thus entitled to recover nominal, actual and
19 compensatory damages in amounts according to proof at time of trial, but in amounts in excess of the
20 minimum jurisdiction of this Court.

21 33. Defendants' failure to classify Plaintiff as an employee, in violation of California law,
22 was knowing and intentional. Defendants have refused to classify Plaintiff as an employee for false and
23 fraudulent reasons. The decision to misclassify Plaintiff as an "independent contractor" was made,
24 maintained, and enforced by Defendants, by and through their offices, directors and/or managing
25 agents, and was done willfully, maliciously, oppressively, and fraudulently, with the wrongful and
26 deliberate intention of injuring Plaintiff, and with a conscious disregard for Plaintiff's rights and
27 defendants' obligations under California laws, all of which has deprived Plaintiff of Plaintiff's property
28 and legal rights. Therefore, in addition to all other types of relief requested herein, Plaintiff is entitled

1 to recover punitive and exemplary damages in amounts according to proof at time of trial, but in
2 amounts in excess of the minimum jurisdiction of this Court.

3 34. Pursuant to Labor Code §226.8(b)-(c), Plaintiff seeks a determination that Defendants
4 have violated subdivision (a) and have engaged in or are engaging in a pattern or practice of these
5 violations, and seeks penalties of \$25,000 for each violation, in addition to any other penalties or fines
6 permitted by law.

7
8 **SECOND CAUSE OF ACTION**
9 **FOR FAILURE TO PAY WAGES DUE**
10 **LABOR CODE §§201, 1182.12, 1194, 1194.2**
11 **AGAINST ALL DEFENDANTS**

12 35. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
13 though set forth in full herein.

14 36. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and
15 required by 8 Code of Regulations §§11150 and Labor Code §§1194 and 1454, as set forth
16 hereinabove. As alleged herein, Defendants routinely failed to pay Plaintiff for hours worked beyond
17 nine in a day or 45 per week.

18 37. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §§510,
19 1104, 1454. 8 Code of Regulations §§11150, and Industrial Welfare Commission Order No. 15-2001.

20 38. Plaintiff has been deprived of Plaintiff's rightfully earned compensation as a direct and
21 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is entitled to
22 recover such amounts, plus interest thereon, attorneys' fees and costs.

23 39. Labor Code §558(a) provides that any person acting on behalf of an employer who
24 violates, or causes to be violated, any statute or provision regulating hours and days of work in any
25 order of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid
26 employee for each pay period in which the employee was underpaid in addition to an amount sufficient
27 to recover underpaid wages. Also, Labor Code §558(a) provides that, for each subsequent violation, the
28 person acting on behalf of an employer is liable in the amount of \$100 for each underpaid employee for

1 each pay period for which the employee was underpaid in addition to an amount sufficient to recover
2 the underpaid wages.

3 40. In addition to the unpaid wages, Plaintiff is entitled to civil penalties in this amount
4 stated above based upon Defendants' underpayment of minimum and overtime wages. Within the one
5 year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor
6 Code §558 on 22 pay periods, the first of which Defendants are penalized \$50.00, and the remainder of
7 which Defendants are penalized \$100.00 each, for a total due in Labor Code §558 penalties of
8 \$2,150.00.

9
10 **THIRD CAUSE OF ACTION**
11 **FOR FAILURE TO PAY MINIMUM WAGES**
12 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
13 **AGAINST ALL DEFENDANTS**

14 41. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
15 though set forth in full herein.

16 42. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
17 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
18 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum
19 wage for every hour worked.

20 43. During the relevant time period, the minimum wage requires for the City of Los Angeles
21 were 16.78 effective July 1, 2023, and \$17.28 effective July 1, 2024.

22 44. In the year immediately preceding the filing of this complaint, Employers failed and
23 refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code
24 §1182.12, in each of the following ways:

25 a. From March 6, 2024 to June 30, 2024, Plaintiff worked approximately 15 hours
26 each work day without getting paid anything. Plaintiff is owed \$16.78 in minimum wages for each of
27 these 15 hours, or \$251.70 each day.
28

1 b. From July 1, 2024 through August 6, 2024, Plaintiff worked approximately 15
2 hours each work day without getting paid anything. Plaintiff is owed \$17.28 in minimum wages for
3 each of these 15 hours, or \$259.20 each day.

4 45. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid
5 minimum wages in the approximate amount of \$28,407.90.

6 46. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
7 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil
8 action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference
9 between the straight time compensation paid and applicable minimum wage, including interest thereon.

10 47. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
11 attorneys' fees and costs incurred by Plaintiff in this action.

12 48. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
13 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
14 additional \$28,407.90, plus interest thereon

15
16 **FOURTH CAUSE OF ACTION**
17 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
18 **LABOR CODE §§510, 1194**
19 **AGAINST ALL DEFENDANTS**

20 49. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
21 though set forth in full herein.

22 50. Labor Code §1454, governing overtime rules for domestic work employees who are
23 personal attendants, requires employers to pay their domestic work employees who are personal
24 attendants one and one-half times their regular hourly rate (overtime) for time worked in excess of nine
25 hours in a single day, or 46 hours per week.

26 51. At all relevant times, Defendants required Plaintiff to work more than nine hours per day
27 and/or more than 45 hours per workweek.

1 52. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
2 compensation required by Labor Code §510, 8 Code of Regulations §§11150 and Labor Code §1454.

3 53. In the one year preceding the filing of this action, Plaintiff worked 15 hours of overtime
4 each day, all of which should have been paid at 1.5 times Plaintiff's regular hourly wage rate at that
5 time. Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways in
6 the four years immediately preceding the filing of this complaint:

7 a. From approximately March 6, 2024 to June 30, 2024, Plaintiff's hourly overtime
8 rate was \$33.33. During this time period, Plaintiff worked 15 hours of overtime each day, but did not
9 receive any wages for these hours at all. Therefore, less the minimum wage portion of \$16.78 per hour
10 which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$16.55 for each
11 of those hours, totaling \$248.25 each day.

12 b. From approximately July 1, 2024 to August 6, 2024, Plaintiff's hourly overtime
13 rate was \$36.67. During this time period, Plaintiff worked 15 hours of overtime each day, but did not
14 receive any wages for these hours at all. Therefore, less the minimum wage portion of \$17.28 per hour
15 which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed \$19.39 for each
16 of those hours, totaling \$290.85 each day.

17 54. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
18 Code §510, 8 Code Regulations §§11150, and Labor Code §1454.

19 55. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime
20 wages of approximately \$32,492.10, above and beyond the minimum wages sought in the preceding
21 cause of action for these same hours.

22 56. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
23 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
24 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

FIFTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS
LABOR CODE §§226 ET SEQ.
AGAINST ALL DEFENDANTS

57. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

58. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

59. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

60. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. For the entirety of Plaintiff's employment and as to all of Plaintiff's wages, Defendants knowingly and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying Plaintiff entirely via Zelle or personal/company checks without any calculations of how Plaintiff's gross wages were calculated, and containing none of the other information required by Labor Code §226.

61. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

1 62. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour,
2 wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
3 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is
4 entitled to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties,
5 eviscerating Plaintiff's right under Labor Code §226(b) to review itemized wage statement information
6 by inspecting the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's
7 entitlement to overtime, meal period, and rest period wages. Because Plaintiff was not provided with
8 paystubs at all, Plaintiff's aforementioned injuries are presumed as a matter of law.

9 63. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code
10 §226 approximately 22 times during the one year preceding the filing of this complaint. Consequently,
11 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
12 amount of \$4,000.00, whichever is greater.

13 64. In addition thereto, for Defendants' 22 violations, Defendants are penalized \$250.00 for
14 the first violation, and the remainder of which Defendants are penalized \$1000.00 each, for a total due
15 in Labor Code §226.3 penalties of \$21,250.00.

16 65. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
17 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and
18 other applicable provisions, as well as attorneys' fees and costs.

19
20 **SIXTH CAUSE OF ACTION**
21 **FOR WAITING TIME PENALTIES**
22 **LABOR CODE §§201-203**
23 **AGAINST ALL DEFENDANTS**

24 66. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
25 though set forth in full herein.

26 67. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
27 other compensation due immediately upon termination or within 72 hours of resignation, as required.
28 These wages refer to, at a minimum, unpaid minimum wages and overtime compensation that

1 Defendants should have paid, but did not pay to Plaintiff during the term of Plaintiff's employment and
2 which were, at the latest, due within the time restraints of Labor Code §§201-203.

3 68. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
4 203.

5 69. As a direct and proximate result of Defendants' willful failure to pay these wages,
6 Plaintiff is entitled to payment of Plaintiff's minimum and overtime wages previously pleaded herein,
7 and more than \$23,100.00 in wait time penalties, calculated based on 30 days of Plaintiff's daily wage
8 rate of \$770.00, inclusive of overtime.

9 70. Based on Defendants' conduct as alleged herein, Defendants are liable for \$23,100.00 in
10 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
11 fees and costs.

12
13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

15 **LABOR CODE §§ 226 and 1198.5**

16 **AGAINST ALL DEFENDANTS**

17 1. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set
18 forth in full herein.

19 2. Labor Code §226(c) requires an employer, within twenty-one days of an oral or written
20 request thereof, to inspect or receive a copy of an employee's payroll records. An employer's failure to
21 do so subjects the employer to a \$750.00 penalty pursuant to Labor Code §226(f), payable to the
22 employee.

23 3. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
24 thereof, to inspect or receive a copy of an employee's personnel records. An employer's failure to do
25 so subjects the employer to a \$750.00 penalty, payable to the employee.

26 4. On August 15, 2024, Plaintiff made a written request to inspect or receive a copy of
27 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

1 5. Defendants failed and refused to permit Plaintiff's inspection of Plaintiff's personnel and
2 payroll records, and failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff
3 within the time required by Labor Code §§ 226 and/or 1198.5, or ever.

4 6. As a result of Defendants' failure and refusal to comply with Labor Code §226(c),
5 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

6 7. As a result of Defendants' failure and refusal to comply with Labor Code §1198.5,
7 Plaintiff is entitled to recover from Defendants a civil penalty of \$750.00.

8 8. As a further result of Defendants' failure and refusal to comply with Labor Code §§ 226
9 and 1198.5, Plaintiff has been forced to bring this action seeking injunctive relief to obtain these files,
10 entitling Plaintiff to attorney's fees and costs pursuant to Labor Code §§ 226(h) and 1198.5(l).

11
12 **EIGHTH CAUSE OF ACTION**
13 **FOR PRIVATE ATTORNEY GENERAL ACT**
14 **LABOR CODE §2699**
15 **AGAINST ALL DEFENDANTS**

16 9. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
17 though set forth in full herein.

18 10. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action
19 against Defendants, on behalf of Plaintiff and other current or former employees, seeking statutory civil
20 penalties for Defendants' violations of the California Labor Code.

21 11. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
22 2699.3(a)-(c), as Defendants have committed multiple California Labor Code violations against
23 Plaintiff, as previously pleaded in this Complaint.

24 12. On September 23, 2024, more than 63 calendar days before filing this Complaint,
25 Plaintiff provided written notice by electronic submission to the Labor and Workforce Development
26 Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that
27 Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations
28 included Labor Code §§ 203, 226, 226.8, 1174, 1194, 1194.2, and 1454. The written notice further

1 confirmed that, in addition to the penalties provided by those specific sections themselves, Plaintiff also
2 intends to seek penalties under the following Labor Code sections which themselves are inviolable but
3 provide for recovery of penalties for violating one or more of the above-mentioned Labor Code
4 sections: Labor Code §§ 210, 558, 226.3.

5 13. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
6 and Workforce Development Agency on its intent to pursue an action against Defendants.
7 Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

8 14. To the extent Labor Code §§2699(c) and/or 2699.3(c)(2) permitted Defendants the
9 opportunity to cure any of the aforementioned violations, Defendants did not do so.

10 15. As a direct and proximate result of Defendants' California Labor Code violations as set
11 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
12 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
13 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
14 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
15 expressly provide for a penalty, §§226.3 and 558.

16 16. These penalties recoverable for Plaintiff alone totals approximately \$36,800. Plaintiff
17 may also seek these same penalties on behalf of all other aggrieved employees.

18 17. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered
19 civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

20
21 **NINTH CAUSE OF ACTION**
22 **FOR UNFAIR COMPETITION**
23 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
24 **AGAINST ALL DEFENDANTS**

25 18. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
26 though set forth in full herein.

27 19. Defendants' violations of 8 Code of Regulations §§11150, Labor Code §§203, 226,
28 226.8, 1174, 1194, 1194.2, 1454, 2699, and other applicable provisions, as alleged herein, including

1 Defendants' failure and refusal to pay minimum wages, overtime wages, Defendants' failure to provide
2 timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely
3 manner upon termination or resignation, and Defendants' failure to maintain complete and accurate
4 payroll records for the Plaintiff, constitute unfair business practices in violation of Business &
5 Professions Code §§17200, et seq.

6 20. As a result of Defendants' unfair business practices, Defendants have reaped unfair
7 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
8 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

9 21. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
10 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and
11 restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld
12 from Plaintiff.

13
14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
16 according to proof but estimated to be no less than \$500,000 as follows:

17 1. For penalties pursuant to Labor Code §226.8(b)-(c), in the amount of no less than
18 \$25,000;

19 2. For payment of unpaid minimum wage compensation pursuant to Labor Code
20 §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 15-2001, in the amount
21 of no less than \$28,407.90;

22 3. For liquidated damages pursuant to Labor Code §1194.2 in the amount of \$28,407.90,
23 plus interest;

24 4. For payment of unpaid overtime compensation pursuant to Labor Code §§201 and 1454
25 in the amount of no less than \$32,492.10;

26 5. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
27 than \$2,150.00;

28 6. For damages pursuant to Labor Code §226 in the amount of no less than \$4,000.00;

1 7. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
2 less than \$21,250.00;

3 8. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
4 than \$23,100.00;

5 9. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
6 \$36,800 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
7 employees, estimated to exceed \$300,000.00;

8 10. For statutory penalties pursuant to Labor Code §226(f) in the amount of no less than
9 \$750.00;

10 11. For statutory penalties pursuant to Labor Code §1198.5 in the amount of no less than
11 \$750.00;

12 12. For prejudgment interest on each of the foregoing at the legal rate from the date the
13 obligation became due through the date of judgment in this matter.

14 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
15 amount according to proof, as follows:

16 13. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
17 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

18 14. For injunctive relief compelling Defendants to report to federal and state authorities
19 wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer
20 matching funds, unemployment premiums, social security, Medicare, and workers' compensation
21 premiums, all this in an amount according to the proof;

22 15. For restitutionary disgorgement of profits garnered as a result of Defendants' unlawful
23 conduct, misclassification of Plaintiff as an independent contractor, and failure to pay wages and other
24 compensation in accordance with the law;

25 16. For costs of suit, attorneys' fees, and expert witness fees pursuant to the Labor Code
26 and/or any other basis;

27 17. For post-judgment interest; and

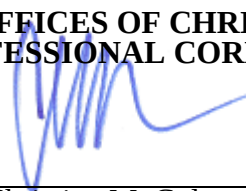
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18. For any other relief that is just and proper.

DATED: November 27, 2024

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**

By: 

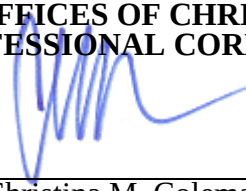
Christina M. Coleman, Esq.
Attorney for Plaintiff
CONSUELO LEPE

JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: November 27, 2024

**LAW OFFICES OF CHRISTINA M. COLEMAN
A PROFESSIONAL CORPORATION**

By: 

Christina M. Coleman, Esq.
Attorney for Plaintiff
CONSUELO LEPE