

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephanie Bowick

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Attorneys for Plaintiff, MIRIAM TREJO

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

MIRIAM TREJO,

Plaintiff,

vs.

SHAWN SANFORD, POPPY  
MONTGOMERY, and DOES 1 through 20,  
inclusive,

Defendants.

Case Nos.: **22STCV31261**

Hon.  
Dept.:

**COMPLAINT FOR:**

1. Failure to Provide Meal and Rest Periods [Cal. Lab. Code §§226.7, 512]
2. Failure to Pay All Wages Due Upon Termination: Waiting Time Penalties [Cal. Lab. Code § 201-203]
3. Failure to Pay All Wages Earned [Cal. Lab. Code § 201-202, 218, 218.5, 1194, 1194.2, 1198]
4. Failure to Pay Overtime Wages [Cal. Lab. Code § 510, 21.5, AND 1194]
5. Failure to Issue Accurate Itemized Wage Statements [Cal. Lab. Code § 226, 226.3]
6. Violations of California's Unfair Competition Act [Bus. & Prof. Code § 17200 et seq.]

**JURY TRIAL DEMANDED**

1 COMES NOW, Plaintiff, MIRIAM TREJO (“Plaintiff”), who alleges as follows  
2 against SHAWN SANFORD, POPPY MONTGOMERY, and DOES 1 through 20, inclusive,  
3 (“Defendants”):

4 **JURISDICTION**

5 1. This Court has personal jurisdiction over Defendants because Defendants  
6 engaged in wrongful conduct in the State of California, which caused harm to Plaintiff in this  
7 state.

8 2. Venue is proper in this Court, because Defendants employ persons in this  
9 county, employed Plaintiff in this county, and thus a substantial portion of the occurrences  
10 related to this action occurred in this county. *Cal. Civ. Proc. §395.*

11 **PARTIES**

12 3. Plaintiff is now, and at all times relevant to this complaint, a competent adult  
13 over 18 years of age and a resident of the County of Los Angeles in the State of California.

14 4. Defendant, POPPY MONTGOMERY, is an individual, and a resident and  
15 citizen of the State of California.

16 5. Defendant, SHAWN SANFORD, is an individual, and a resident and citizen of  
17 the State of California.

18 6. At all times relevant herein, Defendants SHAWN SANFORD and POPPY  
19 MONTGOMERY were Plaintiff’s employer within the meaning of the Labor Code as they  
20 were joint employers or are each liable per the labor code.

21 7. Plaintiff is informed and believes that at all times herein mentioned Defendants  
22 and DOES 1 through 20, are and were individuals, sole proprietorships, corporations, business  
23 entities, persons, and partnerships, licensed to do business and/or actually doing business in the  
24 State of California.

25 8. Plaintiff is unaware of the true names and capacities and is informed and believes  
26 and thereon alleges that at all times herein mentioned Defendants and DOES 1 through 20, are  
27 and were individual, corporate, associate, or otherwise, of the defendants sued as DOES 1  
28 through 20, inclusive. They are unknown to Plaintiff and therefore Plaintiff sues them by such

1 fictitious names. Plaintiff will amend this complaint to allege their true names and capacities  
2 when they become known to Plaintiff. Plaintiff is informed and believes, and thereon alleges,  
3 that DOES 1 through 20, inclusive, are indebted to Plaintiff as hereinafter alleged, and that  
4 Plaintiff's rights against such fictitiously named Defendants arise from such indebtedness.

5 9. Plaintiff is informed and believes, and on that basis alleges, that each defendant  
6 sued in this action, including each defendant sued by the fictitious names DOES 1 through 20,  
7 inclusive, are responsible and liable in some manner for the occurrences, controversies, and  
8 damages alleged below.

9 10. All references to "Defendant", "Defendants", "company", "companies",  
10 "employer", or any similar language, whether singular or plural, shall mean "defendants, and  
11 each of them" when used throughout this complaint.

12 11. At all times herein mentioned, Defendants participated in the doing of the acts  
13 and omissions herein alleged, were acting within the purpose, course and scope of said agency  
14 and/or employment to have been done by the named Defendants; and furthermore, the  
15 Defendants, and each of them, were the agents, managing agents, servants, employees, alter-  
16 egos, co-conspirators, joint-venturers, partners, successors in interest and predecessors in  
17 interest of each of the other Defendants.

18 12. At all times herein mentioned, Defendants were acting within the purpose, course  
19 and scope of said agency and/or employment so as to invoke vicarious liability and respondeat  
20 superior liability among other theories of liability to hold Defendants liable and responsible for  
21 the injuries and damages to Plaintiff.

22 13. At all times herein mentioned, the acts and omissions of various Defendants  
23 contributed to the various acts and omissions of each and all of the other Defendants in  
24 proximity causing the injuries and damages as herein alleged.

25 14. At all times herein mentioned, Defendants, including all Defendants' managing  
26 agents, officers, and directors, had advanced knowledge of and/or ratified each and every act or  
27 omission complained throughout this complaint. At all times relevant herein, Defendants and/or  
28

1 their managing agents, officers or directors committed and/or participated in the wrongful acts  
2 and omissions complained of throughout this complaint or ratified such acts and omissions.

3 15. At all times herein mentioned, the Defendants aided and abetted the acts and  
4 omissions of each and all of the other Defendants in proximately causing the damages as herein  
5 alleged.

6 16. Plaintiff is informed and believes and thereon alleges that there exists such a  
7 unity of interest and ownership between Defendants, that the individual and separateness of  
8 Defendants have ceased to exist.

9 17. The business affairs of Defendants are, and at all times relevant hereto were, so  
10 mixed and intermingled that the same cannot reasonably be segregated, and the same  
11 inextricably entwined.

12 18. The recognition of the separate existence of any Defendant would not promote  
13 injustice, in that it would permit the Defendants to wrongfully insulate themselves from  
14 liability to Plaintiff.

15 19. Adherences to the fiction of the separate existence of Defendants would permit  
16 an abuse of the corporate privilege, and would promote injustice by protecting Defendants  
17 from liability for the wrongful acts committed by it.

18 20. Plaintiff is informed and believes, and based thereon alleges that Defendants  
19 are alter egos of each other.

20 **GENERAL FACTS AND ALLEGATIONS**

21 21. Plaintiff is informed, believes and thereon alleges that at all times relevant  
22 hereto, Defendant SHAWN SANFORD and POPPY MONTGOMERY employed Plaintiff as  
23 a housekeeper, from in or about 2014, until the termination of Plaintiff's employment on or  
24 about May 11, 2022.

25 22. Plaintiff alleges that she was employed as a housekeeper at Defendants'  
26 residence, located at [REDACTED], Pacific Palisades, CA 90272.

27 23. Plaintiff's main responsibilities as a housekeeper for Defendants were cleaning,  
28 cooking, and taking care of Defendants' children, among other responsibilities.



1           31. Plaintiff regularly worked in excess of five hours per day, and was thereby  
2 entitled to take the aforementioned uninterrupted 30-minute meal periods and 10-minute rest  
3 periods on each day of work.

4           32. At all relevant times herein, Defendants failed and refused to provide Plaintiff  
5 with timely, uninterrupted meal periods and rest periods during her work shifts, and failed to  
6 compensate Plaintiff for missed meal and rest periods, as required by Labor Code § 226.7, and  
7 the applicable sections of 8 Code of Regulations § 11040 and Industrial Welfare Commission  
8 Order No. 4-2001.

9           33. As alleged herein, Plaintiff is not exempt from the meal and rest breaks  
10 requirements of 8 Code of Regulations § 11040 and Industrial Welfare Commission Order No.  
11 4-2001. Consequently, Plaintiff is owed one hour of pay at her regularly hourly rate, or the  
12 requisite minimum wage, whichever is greater, for each day that she was denied such meal and  
13 rest periods, and is owed one hour of pay at her regular hourly rate, or the requisite minimum  
14 wage, whichever is greater, for each day that she was denied such meal and rest periods.

15           34. Plaintiff has been deprived of her rightfully earned compensation for meal and  
16 rest break violations as a direct and proximate result of Defendants' failure and refusal to pay  
17 said compensation.

18           35. From on or about 2014 until Plaintiff's termination on or about May 11, 2022,  
19 Defendants failed to provide Plaintiff with timely statutory meal and rest periods for those days  
20 on which she worked at for approximately 193 work weeks. Consequently, Plaintiff is owed one  
21 additional hour of pay at her normal hourly rate of \$25 per hour for each day that she was  
22 denied such a meal and rest periods pursuant to Labor Code § 226.7, or \$48,250 plus interest  
23 therein.

24           36. Plaintiff is entitled to recover such amounts in the combined amount of  
25 \$48,250.00, plus interests therein and costs of suit.

26           37. In addition to the alter ego theory of liability for SHAWN SANFORD and  
27 POPPY MONTGOMERY, as alleged throughout this Complaint, California Labor Code §  
28 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,

1 who violate and/or cause to be violated the statute and related Industrial Welfare Commission  
2 Order provision at issue throughout this cause of action.

3 **SECOND CAUSE OF ACTION BY**  
4 **PLAINTIFF AGAINST ALL DEFENDANTS**  
5 **FAILURE TO PAY ALL WAGES DUE UPON TERMINATION: WAITING TIME**  
6 **PENALTIES [Cal. Lab. Code § 201-203]**

7 38. Plaintiff repeats, realleges, and incorporates all allegations throughout this  
8 complaint as though set forth in full herein.

9 39. At all relevant times herein, Defendants failed to pay all of Plaintiff's earned  
10 wages and other compensation due immediately upon termination or within seventy-two hours  
11 of resignation, as required. These wages refer to, at a minimum, the wages earned and unpaid at  
12 time of discharge, minimum wages, overtime compensation, and meal and rest period  
13 compensation that Defendants should have paid, but did not pay to Plaintiff during the term of  
14 her employment and which were, at the latest, due within the time parameter of Labor Code §§  
15 201- 203.

16 40. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code  
17 §§ 201 – 203.

18 41. As a direct and proximate result of Defendants' willful failure to pay these  
19 wages, Plaintiff is entitled to repayment of her earned and unpaid wages at time of discharge,  
20 overtime, meal and rest periods as previously pleaded herein, amounting to \$6,000.00 in waiting  
21 time penalties, calculated based on thirty days of wages at \$25 per hour per hour.

22 42. Based on Defendants' conduct as alleged herein, Defendants are liable for  
23 \$6,000.00 in statutory penalties pursuant to Labor Code § 203 and other applicable provisions,  
24 as well as attorneys' fees and costs.

25 43. Plaintiff alleges that Defendants are liable jointly and severally for damages  
26 pursuant to Labor Code section § 558.1.

27 44. In addition to the alter ego theory of liability for SHAWN SANFORD and  
28 POPPY MONTGOMERY, as alleged throughout this Complaint, California Labor Code §

1 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,  
2 who violate and/or cause to be violated the statute and related Industrial Welfare Commission  
3 Order provision at issue throughout this cause of action.

4 **THIRD CAUSE OF ACTION BY**  
5 **PLAINTIFF AGAINST ALL DEFENDANTS**  
6 **FAILURE TO PAY ALL WAGES EARNED [Cal. Lab. Code § 201-202, 218, 218.5,**  
7 **1194, 1194.2, 1198]**

8 45. Plaintiff repeats, realleges, and incorporates all allegations throughout this  
9 complaint as though set forth in full herein.

10 46. At all relevant times herein, Defendants were required to compensate its hourly  
11 employees for all hours worked upon reporting to work at the appointed time stated by the  
12 employer pursuant to the Industrial Commission Order 7-2001, California Code of Regulations,  
13 Title 8.

14 47. Labor Code § 1194 provides in relevant part: “Notwithstanding any agreement  
15 to work for a lesser wage, any employee receiving less than the legal minimum wage ...  
16 applicable to the employee is entitled to recover in a civil action the unpaid balance of the full  
17 amount of this minimum wage ..., including interest thereon, reasonable attorney’s fees, and  
18 costs of suit.”

19 48. “In any action under ... Section 1194 to recover wages because of the payment  
20 of a wage less than the minimum wage fixed by an order of the commission, an employee shall  
21 be entitled to recover liquidated damages in an amount of the wages unlawfully unpaid and  
22 interest thereon.” Labor Code § 1194

23 49. As mentioned herein, Defendants failed to provide proper meal and rest breaks,  
24 failed to pay wages for hours worked including overtime hours worked.

25 50. Defendants owe Plaintiff at least \$36,481.25 in unpaid wages.

26 51. Accordingly, pursuant to Labor Code § 1194 and 218, Plaintiff is entitled to  
27 recover wages for all hours, for all hours worked and for all other hours worked that were not  
28 adequately compensated.



1           52.     In addition to the alter ego theory of liability for SHAWN SANFORD and  
2 POPPY MONTGOMERY, as alleged throughout this Complaint, California Labor Code §  
3 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,  
4 who violate and/or cause to be violated the statute and related Industrial Welfare Commission  
5 Order provision at issue in this cause of action.

6   **FOURTH CAUSE OF ACTION BY**  
7   **PLAINTIFF AGAINST ALL DEFENDANTS**

8           **FAILURE TO PAY OVERTIME WAGES [Cal. Lab. Code § 510, 218.5, AND 1194]**

9           53.     Plaintiff repeats, realleges, and incorporates all allegations throughout this  
10 complaint as though set forth in full herein.

11           54.     Labor Code § 510 requires employers to pay their non-exempt employees one  
12 and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours  
13 in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all  
14 hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-  
15 exempt employees overtime compensation for the first eight hours of work done on the seventh  
16 consecutive day of work done in any work week, and double-time compensation for any work  
17 done beyond the first eight hours on the seventh consecutive day of work.

18           55.     At all relevant times, Defendants required Plaintiff to work more than eight hours  
19 per day and/or more than 40 hours per work week.

20           56.     At all relevant times, Defendants failed and refused to pay Plaintiff all the  
21 overtime compensation required by Labor Code § 510, § 8 Code of Regulations §11040, and  
22 Industrial Welfare Commission Order No. 4-2001.

23           57.     As alleged herein, Plaintiff is not exempt from the overtime requirements of  
24 Labor Code § 510, § 8 Code of Regulations §11040, and Industrial Welfare Commission Order  
25 No. 4-2001.

26           58.     At all relevant times, Defendants, and each of them, willfully failed to pay  
27 Plaintiff the correct amount of overtime compensation. Plaintiff was deprived of her rightfully  
28 earned overtime compensation as a direct and proximate result of said conduct by Defendants.



1           64.     This failure has injured Plaintiff, by misrepresenting and depriving her hour,  
2 wage, and earnings information to which she is entitled, causing her difficulty and expense in  
3 attempting to reconstruct time and pay records, causing her not to be paid wages he earned,  
4 causing her to be unable to rely on earnings statements in dealings with third parties, and  
5 eliminating her right under Labor Code § 226(b) to review itemized wage statement information  
6 by inspecting the employer’s underlying records. For the time periods during which Plaintiff  
7 was not provided with any pay stubs, her previously mentioned injuries are presumed as a  
8 matter of law.

9           65.     Based on Defendants’ conduct as alleged herein, Plaintiff is owed the greater of  
10 actual wages earned or entitled to a maximum penalty of \$4,000 based on \$50 for each pay  
11 period in which there was an initial violation of Section 226 and \$100 for each subsequent pay  
12 period in which there was a further violation. Based on the number of violations against  
13 Defendants, Defendants are liable to Plaintiff for \$4,000 in damages and statutory penalties  
14 pursuant to Labor Code § 226, civil penalties pursuant to Labor Code § 226.3, and other  
15 applicable provisions, as well as attorneys’ fees and costs.

16           66.     Plaintiff seeks injunctive relief under Labor Code section 226 in the form of an  
17 order from the Court ordering Defendants to properly state the wages earned, the proper hours  
18 worked, and to furnish accurate wage statements to each Plaintiff herein as well as other  
19 similarly situated employees.

20           67.     In addition to the alter ego theory of liability for SHAWN SANFORD and  
21 POPPY MONTGOMERY, as alleged throughout this Complaint, California Labor Code §  
22 558.1 provides for personal liability for employers, and persons acting on behalf of an employer,  
23 who violate and/or cause to be violated the statute and related Industrial Welfare Commission  
24 Order provision at issue throughout this cause of action.

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**SIXTH CAUSE OF ACTION BY  
PLAINTIFF AGAINST ALL DEFENDANTS  
VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION ACT Bus. & Prof.  
Code § 17200 et seq**

68. Plaintiff repeats, realleges, and incorporates all allegations throughout this complaint as though set forth in full herein.

69. California Business & Professional Code § 17200 prohibits any unlawful, unfair, or fraudulent business practices.

70. California Business & Professional Code § 17204 allows “any person acting for the interests of itself, its members or the general public” to prosecute a civil action for violation of the UCL.

71. Labor code § 90.5(a) states that it is the public policy of California to force vigorously minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

72. Defendants’ violation of 8 Code of Regulations §11040, Industrial Welfare Commission Order No. 4-2001, Labor Code §§201, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and other applicable provisions, as alleged herein, including Defendants’ failure and refusal to pay minimum wages and overtime wages, failure to provide accurate and complaint wage statements, failure to timely pay compensation upon termination or resignation, and Defendant's failure to maintain complete and accurate payroll records for the Plaintiff, constitute unfair business practices in violation of Business & Professional Code §17200 et seq.

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



1           4.       For costs under all applicable statutes alleged herein;

2       As to the Second Cause of Action:

3           5.       For all penalties and an award of costs, interest and reasonable attorney fees in  
4 accordance with Labor Code § 201 – 203, including \$6,000.00 in waiting time penalties;

5           6.       A declaratory judgment that Defendants violated Labor Code §§ 201- 203 by  
6 failing to provide plaintiff with all wages due at the time of his termination;

7           7.       For injunctive relief as justice requires, including an accounting of all hours  
8 worked, all wages paid and any other financial records relating to Plaintiff’s employment,  
9 restitution and other equitable relief as justice requires;

10       As to the Third Cause of Action:

11           8.       A declaratory judgment that Defendants violated Labor Code §1194 and  
12 §1194.2 by failing to pay all wages;

13           9.       For unpaid wages in the amount of \$36,481.25, or according to proof at time of  
14 trial;

15           10.      For injunctive relief as justice requires, including an account of all hours  
16 worked, all wages paid and any financial records relating to Plaintiff’s employment,  
17 restitution and other equitable relief as justice requires.

18           11.      For attorney’s fees and costs under all applicable statutes allege herein;

19       As to the Fourth Cause of Action:

20           12.      A declaratory judgment that Defendants violated Labor Code §510 and §1194  
21 for failing to pay overtime wages for hours worked over eight hours per day, or forty hours  
22 per week;

23           13.      For all unpaid overtime wages, including \$6,956.25 in overtime wages;

24           14.      For all penalties and an award of costs, interest and reasonable attorney’s fees  
25 in accordance with Labor Code §1194 and 1194.2;

26           15.      For injunctive relief as justice requires, including accounting of all hours  
27 worked, all wages paid and any financial records relating to Plaintiff’s employment,  
28 restitution and other equitable relief as justice requires;

1 As to the Fifth Cause of Action:

2 16. For all penalties pursuant to Labor Code § 226 which is: (a) the greater of all  
3 actual damages of \$4,000 (in the form of unpaid wages), or (b) the maximum penalty of  
4 \$4,000;

5 17. A declaratory judgment that Defendants violated Labor Code § 226 by failing  
6 to provide Plaintiff an accurate itemized wage statement;

7 18. For all costs and attorneys' fees pursuant to statute;

8 19. For injunctive relief as justice requires, including an accounting of all hours  
9 worked, all wages paid and any financial records relating to Plaintiff's employment,  
10 restitution and other equitable relief as justice requires;

11 As to the Sixth Cause of Action:

12 20. For equitable relief in the form of an order requiring Defendants, its agents,  
13 servants, and employees and all persons acting directly or indirectly, in concert with them, to  
14 restore and disgorge all funds to Plaintiff acquired by means of any act or practice declared by  
15 this Court to be unlawful, unfair or fraudulent and therefore constituting unfair competition  
16 under §17200 of the Cal. Business & Professions Code;

17 21. For all unpaid wages as alleged and detailed above;

18 22. For equitable relief in the form of an order and restitution in the form of an  
19 additional fourth year of recovery for unpaid wages as a result of Defendant's violation of  
20 California wage and hour laws mentioned herein.

21 As to all claims for relief:

22 23. For attorneys' fees and costs under all applicable statutes alleged herein;

23 24. For all costs and disbursements incurred in this suit;

24 25. For pre and post judgment interest as allowed by law;

25 26. For such other and further relief as the Court deems just and proper

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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

Dated: September 26, 2022

Law Offices of Matthew Rabban, APC

BY:



Matthew Rabban, Esq.  
Attorneys for Plaintiff,  
MIRIAM TREJO