

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Kevin Brazile

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

18 ALEJANDRO DIAZ

19 Plaintiff,
20 vs.

21 YUDAO MANAGEMENT, INC.;;
22 GUOJUN XUAN, and Individual; and
23 DOES 1 TO 10,

24 Defendants.

CASE NO.: 22STCV22899

COMPLAINT FOR:

- (1) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- (2) **VIOLATION OF LABOR CODE § 1102.5;**
- (3) **VIOLATION OF LABOR CODE § 3602(b)(1);**
- (4) **BATTERY;**
- (5) **ASSAULT;**
- (6) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- (7) **FAILURE TO PAY ALL HOURS WORKED [Cal. Labor Code § 1194 et seq.];**
- (8) **FAILURE TO PAY OVERTIME WAGES [Cal. Labor Code § 510];**
- (9) **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENT[Cal. Labor Code § 226];**
- (10) **WAITING TIME PENALTIES [Cal. Labor Code § 203 seq.]; AND**

JURY TRIAL DEMANDED

1 Plaintiff ALEJANDRO DIAZ (hereinafter “Plaintiff”) alleges through counsel as
2 follows:

3 **GENERAL ALLEGATIONS**

4 1. This is an action for violation of California’s laws concerning whistleblower-
5 protection from retaliation, employer’s willful physical assault and battery. Defendant
6 YUDAO MANAGEMENT, INC. (Defendant “YUDAO”); GUOJUN XUAN, an individual
7 (“XUAN”); and DOES 1 through 50, inclusive, (“Defendants”): violated various California
8 laws, wrongfully terminated and assaulted Plaintiff in violation of public policy for reporting
9 and opposing Defendants’ illegal conducts.

10 2. All of these claims are the result of the intentional conduct of the Defendants
11 and their disregard for the laws of the state of California. Accordingly, this civil action seeks
12 compensatory, statutory, and punitive damages against Defendants for violations of Plaintiff’s
13 rights as set forth herein.

14 3. Venue is proper in this Court because the events described herein took place in
15 Los Angeles County, Defendants do business and/or reside in Los Angeles County, and
16 employed Plaintiff in Los Angeles County.

17 **THE PARTIES**

18 4. Plaintiff at all times herein relevant was an individual employed by Defendant
19 YUDAO in Los Angeles County, State of California.

20 5. Plaintiff is informed and believes, and on that basis alleges, that Defendant
21 YUDAO is a California corporation, doing business in the State of California, County of Los
22 Angeles.

23 6. Plaintiff is informed and believes, and on that basis alleges, that Defendant
24 XUAN was at all material times mentioned herein Defendant YUDAO’S director, owner,
25 operator, principal, and/or managing agent. Plaintiff is informed and believes and alleges
26 therein that Defendant XUAO is domiciled in California and has residence in Los Angeles,
27 California.

28 7. The true names and capacities, whether individual, corporate, associate, or

1 otherwise, of defendants sued herein as DOES 1 through 10, inclusive, are currently unknown
2 to Plaintiff, who therefore sues defendants by such fictitious names under Section 474 of the
3 California Code of Civil Procedure. Plaintiff is informed and believes, and based thereon
4 alleges, that each of the Defendants designated herein as a DOE are legally responsible in
5 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to
6 amend this Complaint to reflect the true names and capacities of the Defendants designated
7 hereinafter as DOE when such identities become known. All references in this complaint to
8 “Defendants” shall be deemed to include all DOE Defendants as well as Defendant YUDAO
9 and Defendant XUAN

10 8. Plaintiff is informed and believes, and based thereon alleges, that each
11 Defendant acted in all respects pertinent to this action as an agent of the other Defendants,
12 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts
13 of each of the Defendants are legally attributable to the other Defendants.

14 9. Plaintiff is informed and believes, and based thereon alleges, that each of the
15 Defendant was the agent, servant, and employee of each of the other Co-Defendants, and in
16 doing the things alleged, acted in the course and scope of such agency and employment.

17 10. At all relevant times hereon, the conduct of Defendant YUDAO and Defendant
18 XUAN was known and/or approved and/or ratified by the other Defendants, including
19 Defendant YUDAO and Defendant XUAN, who were both joint employers and/or individual
20 employers with Defendants pursuant to California Labor Code §§ 2810.3 and 558.1.

21 **DEFENDANT’S ILLEGAL CONDUCT**

22 11. On or about May 13, 2022, Defendants hired Plaintiff as an Eviction Manager
23 in Defendants’ office located at 612 W. El Camino Ave., Arcadia, California (“Defendants’
24 Office”.)

25 12. From the beginning of Plaintiff’s employment with Defendants, Plaintiff
26 experienced and witnessed Defendant XUAN, who Plaintiff believes to be the managing agent
27 of Defendant YUDAO, create a hostile work environment in Defendants’ Office and its
28 employees. Defendant XUAN often arrived at Defendants’ office intoxicated, yelling at its

1 employees in Chinese.

2 13. On or about May 29, 2022, Plaintiff traveled to Apple Valley with Defendant
3 XUAN and FRANK, whose last name is currently unknown to Plaintiff, another Eviction
4 Manager employed by Defendants. The three traveled to Apple Valley to visit rental
5 properties owned by Defendants, and to proceed with the eviction process. During the visit,
6 Plaintiff witnessed Defendants engaging in illegal eviction processes on several instances.

7 14. While visiting a certain rental property, Plaintiff was informed by FRANK that
8 there had been problems with the resident of this certain property, and that the door locks to
9 the residence had been changed. Plaintiff realized that the door locks to the residence had
10 been changed, in what Plaintiff perceived to be illegal procedures, and informed FRANK and
11 Defendant XUAN that it was illegal. While Plaintiff, FRANK and Defendant XUAN were on
12 site, the tenant of the property appeared and a large argument occurred between the resident,
13 FRANK and Defendant XUAN. The resident argued that the key to his residence was
14 changed illegally, and Plaintiff explained that he did not know about it. After the argument,
15 Plaintiff, FRANK and Defendant XUAN left the premises.

16 15. Later that afternoon, Plaintiff, FRANK and Defendant XUAN arrived at
17 another rental property owned by Defendants. Defendant XUAN approached the property and
18 began screaming at the resident of the property. After yelling at the resident, Defendant
19 XUAN took out a taser gun from the trunk of Defendants' vehicle and fired it at the dog
20 owned by the resident. Plaintiff, shocked by Defendant XUAN's actions, approached
21 Defendant XUAN to calm him down. However, Defendant XUAN, becoming increasingly
22 aggressive, began kicking the door of the property, attempting to enter it. P, once again,
23 attempted to calm Defendant XUAN, telling him that this was wrong and that they could not
24 do this. After continuing his aggression a while longer, Defendant XUAN finally got back
25 into the car.

26 16. After Plaintiff and Defendant XUAN got back into the car, Plaintiff informed
27 Defendant XUAN that his method of evicting residents was not right, that they needed to
28 follow the law, not resort to violence. Plaintiff also informed Defendant XUAN that his

1 practices were unsafe. Defendant XUAN became greatly upset by Plaintiff's words and asked
2 why he was hired, if they were going to use the law. The three proceeded to Defendants' next
3 property.

4 17. After arriving at the next property, Defendant XUAN continued to argue with
5 Plaintiff, complaining about the way Plaintiff was working. Plaintiff stated to Defendant
6 XUAN that he needed to treat people correctly, and follow the law. Defendant XUAN
7 becoming increasingly hostile towards Plaintiff, hit Plaintiff's hand. Plaintiff told Defendant
8 XUAN to never touch him again. Further increasing his hostility, Defendant XUAN started
9 swinging his fist at Plaintiff. In response Plaintiff pushed Defendant XUAN away and told
10 him to stop. Defendant XUAN then proceeded to pick up a rock, attempting to throw it at
11 Plaintiff. FRANK interceded to calm Defendant XUAN, but Defendant XUAN continued
12 with throwing the rocks at Plaintiff. Due to FRANK'S intervention, Defendant XUAN
13 appeared to calm down and the three got back into the vehicle. After visiting another
14 property, the three headed back to Defendants' Office.

15 18. When the three arrived at Defendants' Office, Defendant XUAN held a meeting
16 with Plaintiff. During the meeting, Defendant XUAN asked Plaintiff why Plaintiff was
17 fighting him, and not the residents. Plaintiff responded that the residents never touched him.
18 Defendant XUAN, again, became enraged and began throwing office items at Plaintiff.
19 FRANK quickly intervened and took Defendant XUAN away to another room. However,
20 Defendant XUAN reappeared and began throwing office items at Plaintiff again. Finally,
21 Plaintiff was taken outside of the building, was informed to wait to receive his last paycheck.
22 While Plaintiff waited outside the building, Defendant XUAN appeared at the garage area and
23 took out, what appeared to be an assault rifle from the truck, and stared at Plaintiff in a
24 threatening manner. Plaintiff, in fear of his safety, called the police. The police soon arrived
25 and Plaintiff reported the incident.

26 19. SYLVIA, whose last name is currently unknown to Plaintiff, Defendants'
27 General Office Manager ("SYLVIA"), came to Plaintiff and handed him his last check.
28 Plaintiff's last check did not contain any information regarding Plaintiff's wages, and did not

1 include payment for the overtime Plaintiff had worked during his last two weeks of
2 employment.

3 **FIRST CAUSE OF ACTION**

4 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

5 **(Against Defendant YUDAO)**

6 20. Plaintiff realleges and incorporates by reference each and every allegation
7 contained in each and every aforementioned paragraph as though fully set forth herein.

8 21. It is the public policy of the State of California to protect employees against
9 retaliation for reporting or refusing to participate in a violation of state or federal statute, or a
10 violation of or noncompliance with a local, state, or federal rule or regulation.

11 22. Defendants knew the substance of the above-described facts and circumstances
12 and ratified the wrongs and injuries mentioned herein when it was their ability to prevent,
13 remedy and/or correct these wrongs. Defendants further intentionally and willfully failed to
14 ensure that their employees were informed of the law relevant to their duties to ensure that
15 employees would not be required to participate in illegal conduct.

16 23. Defendants have continued to ratify and have refused to remedy or correct the
17 aforementioned conducting during and since Plaintiff's employment, notwithstanding the fact
18 that company officials knew or reasonably should have known of the conduct and its
19 unlawfulness.

20 24. As a direct and proximate result of the aforementioned violations of statute and
21 public policy, Plaintiff has suffered and will continue to suffer:

22 a. A substantial reduction in past and current income and future income
23 potential in sums as may be shown according to proof;

24 b. A substantial injury and damage to Plaintiff's occupation and
25 professional reputation in a sum as may be shown according to proof; and

26 c. Extreme humiliation, embarrassment, depression, sleeplessness,
27 emotional pain, emotional distress, mental anguish, loss of enjoyment of life and other losses
28 from the date of said acts all to Plaintiff's damage in a sum as may be shown according to

1 proof.

2 25. Defendants committed the acts herein allegedly maliciously, fraudulently and
3 oppressively with the wrongful intention of injuring Plaintiff, from an improper and evil
4 motive amounting to malice, and in conscious disregard of the rights of Plaintiff. As a result
5 of these and other actions, Plaintiff is entitled to an award of punitive damages.

6 26. In addition, as a proximate result of the wrongful conduct of Defendants,
7 Plaintiff is entitled to attorneys' fees, statutory damages, and prejudgment interest.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 1102.5**

10 **(Against Defendant YUDAO)**

11 27. Plaintiff realleges and incorporates by reference each and every allegation
12 contained in each and every aforementioned paragraph as though fully set forth herein.

13 28. Defendants retaliated against Plaintiff for reporting or refusing to participate in
14 a violation of state or federal statute, or a violation of or noncompliance with a local, state, or
15 federal rule or regulation.

16 29. Cal. Civ. Code Section 1954 limits the circumstances as to when a landlord
17 may enter into a dwelling unit. Section 1954(c) further provides: "The landlord may not
18 abuse the right of access or use it to harass the tenant."

19 30. Cal. Civ. Code Section 789.3(a) provides: "A landlord shall not with intent to
20 terminate the occupancy under any lease or other tenancy or estate at will, however created,
21 of property used by a tenant as his residence willfully cause, directly or indirectly, the
22 interruption or termination of any utility service furnished the tenant, including, but not
23 limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration, whether or
24 not the utility service is under the control of the landlord."

25 31. Defendants knew the substance of the above-described facts and circumstances
26 and ratified the wrongs and injuries mentioned herein when it was their ability to prevent,
27 remedy and/or correct these wrongs. Defendants further intentionally and willfully failed to
28 ensure that their employees were informed of the law relevant to their duties to ensure that

1 employees would not be required to participate in illegal conduct.

2 32. Defendants have continued to ratify and have refused to remedy or correct the
3 aforementioned conducting during and since Plaintiff's employment, notwithstanding the fact
4 that company officials knew or reasonably should have known of the conduct and its
5 unlawfulness.

6 33. As a direct and proximate result of the aforementioned violations of statute and
7 public policy, Plaintiff has suffered and will continue to suffer:

8 a. A substantial reduction in past and current income and future income
9 potential in sums as may be shown according to proof;

10 b. A substantial injury and damage to Plaintiff's occupation and
11 professional reputation in a sum as may be shown according to proof; and

12 c. Extreme humiliation, embarrassment, depression, sleeplessness,
13 emotional pain, emotional distress, mental anguish, loss of enjoyment of life and other loses
14 from the date of said acts all to Plaintiff's damage in a sum as may be shown according to
15 proof.

16 34. Defendants committed the acts herein allegedly maliciously, fraudulently and
17 oppressively with the wrongful intention of injuring Plaintiff, from an improper and evil
18 motive amounting to malice, and in conscious disregard of the rights of Plaintiff. As a result
19 of these and other actions, Plaintiff is entitled to an award of punitive damages.

20 35. In addition, as a proximate result of the wrongful conduct of Defendants,
21 Plaintiff is entitled to attorneys' fees, statutory damages including under Labor Code §
22 1102.5(f), and prejudgment interest.

23 **THIRD CAUSE OF ACTION**

24 **EMPLOYER'S WILLFUL PHYSICAL ASSAULT**

25 **IN VIOLATION OF LABOR CODE § 3602(b)(1)**

26 **(Against Defendant YUDAO)**

27 36. Plaintiff realleges and incorporates by reference each and every allegation
28 contained in each and every aforementioned paragraph as though fully set forth herein.

1 60. At all times relevant herein, Defendants were required to compensate their
2 hourly employees for all hours worked upon reporting for work at the appointed time stated
3 by the employer, pursuant to Industrial Welfare Commission Order 4-2001, Labor Code §
4 200, 226, 500, 510, 1197, and 1198.

5 61. At all times relevant hereto, Defendants failed to compensate Plaintiff for all
6 hours worked by not compensating him for work performed. Defendants failed to provide
7 breaks as required by law; Defendants failed to compensate employees for all overtime
8 worked; Defendants did not accurately record hours worked; Defendants failed to properly
9 itemize wages.

10 62. Under the aforementioned wage orders and regulations, Plaintiff is entitled to
11 recover compensation for all hours worked, but not paid, for the three (3) years preceding the
12 filing of this Complaint, plus reasonable attorneys' fees and costs of suit pursuant to Labor
13 Code § 218.5, and penalties pursuant to Cal. Labor Code §§ 203 and 226.

14 63. In violation of state law, Defendants have knowingly and willfully refused to
15 perform their obligations to compensate Plaintiff for all wages earned and all hours worked.
16 As a direct result, Plaintiff has suffered, and continues to suffer, substantial losses related to
17 the use and enjoyment of such wages, lost interest on such wages, and expenses and
18 attorneys' fees in seeking to compel Defendants to fully perform their obligations under state
19 law, all to their respective damage in amounts according to proof at time of trial, but in
20 amounts in excess of the jurisdiction of this Court. Defendants committed the acts alleged
21 herein knowingly and willfully, with the wrongful and deliberate intention of injuring
22 Plaintiff, from improper motives amounting to malice, and in conscious disregard of
23 Plaintiff's rights. Plaintiff is thus entitled to recover nominal, actual, and compensatory
24 damages in amounts according to proof at time of trial, but in amounts in excess of the
25 jurisdiction of this Court.

26 64. Therefore, pursuant to Cal. Labor Code § 218.5, Plaintiff is also entitled to an
27 award of reasonable attorneys' fees and costs of suit, as well as penalties under Cal. Labor
28 Code §§ 226 and 558.

1 **EIGHTH CAUSE OF ACTION**
2 **FAILURE TO PAY OVERTIME WAGES**
3 **[Cal. Labor Code § 510]**
4 **(Plaintiff Against All Defendants)**

5 65. Plaintiff re-allege and incorporate by reference each and every allegation of all
6 other paragraphs set forth hereinabove and below as though fully set forth herein.

7 66. Plaintiff was a non-exempt employee and/or misclassified employee who was
8 not a contractor.

9 67. Defendants, and each of them, required, permitted and suffered Plaintiff to
10 work over eight hours a day and/or over forty hours per week, and/or beyond the eighth hour
11 on the seventh workday.

12 68. Unpaid overtime accrued as a result of the aforementioned practices and
13 policies whereby Plaintiff was not paid all wages and therefore in addition to other hours
14 accrued, overtime accumulated.

15 69. Pursuant to Labor Code Sections 510 and 1194, and Industrial Wage Order No.
16 4-2001 and successor orders, as adopted by the California Department of Industrial Relations,
17 Plaintiff is entitled to be paid one and a half times the regular agreed hourly rate, or if none,
18 the minimum wage, for any hours worked in excess of eight (8) hours per workday and/or in
19 excess of forty (40) hours and/or for any work done on the seventh day of the workweek, and
20 double the regular agreed hourly rate, or if none, the minimum wage, for hours worked in
21 excess of twelve (12) hours in a workday, or in excess of eight (8) hours on the seventh
22 consecutive day of the workweek.

23 70. Pursuant to Labor Code Sections 510 and 1194, and Industrial Wage Order No.
24 4-2001 and successor orders, Plaintiff is entitled to recover unpaid overtime wages in an
25 amount according to proof, whichever is greater, plus interest thereon at the legal rate,
26 attorneys' fees and costs.

27 71. As an actual and proximate result of the aforementioned violations, Plaintiff
28 has been damaged in an amount according to proof at time of trial, but in an amount in excess

1 of the jurisdiction of this Court.

2 72. Therefore, pursuant to Cal. Labor Code § 218.5, Plaintiff is also entitled to an
3 award of reasonable attorneys' fees and costs of suit, as well as penalties under Cal. Labor
4 Code §§ 226 and 558

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

7 **[Cal. Labor Code § 226]**

8 **(Plaintiff Against All Defendants)**

9 73. Plaintiff re-allege and incorporate by reference each and every allegation of all
10 other paragraphs set forth hereinabove and below as though fully set forth herein.

11 74. Defendants, and each of them, were obligated under Labor Code Section 226
12 and Industrial Wage Order 4-2001 and successor orders, to keep an accurate record of the
13 hours of labor worked by Plaintiff and to prepare and submit to Plaintiff with each payment of
14 wages an itemized statement accurately showing the total hours worked by Plaintiff.

15 75. Defendants, and each of them, failed to keep precise records of Plaintiff's hours
16 worked, and further failed to provide accurate itemized wage statements with each payment of
17 wages to Plaintiff as required by law. Instead, Defendants issued false or incorrect or
18 fraudulent wage statements to certain employees, including without limitation Plaintiff.

19 76. Pursuant to Labor Code Section 226, Plaintiff is entitled to a penalty of \$50.00
20 for the first violation and \$100.00 per pay period for each subsequent violation of this section,
21 according to proof, up to a maximum amount of \$4,000.00.

22 77. In this instance, Defendants, and each of them, either prepared and submitted to
23 Plaintiff inaccurate wage statements or did not prepare and submit any wage statements to
24 Plaintiff during the relevant statutory period and during the entire term of Plaintiff's
25 employment with Defendants.

26 78. As an actual and proximate result of the aforementioned violations, Plaintiff
27 has been damaged in an amount according to proof at time of trial, but in an amount in excess
28 of the jurisdiction of this Court.

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79. Defendants therefore owe penalties, interest and attorneys' fees accordingly.

80. Wherefore, Plaintiff request relief as hereinafter provided.

TENTH CAUSE OF ACTION

WAITING TIME PENALTIES

[Cal. Labor Code § 203]

(Plaintiff Against All Defendants)

81. Plaintiff re-allege and incorporate by reference each and every allegation of all other paragraphs set forth hereinabove and below as though fully set forth herein.

82. By willfully failing to pay their separated employee Plaintiff the amounts owed pursuant to the herein and herein above, in a timely manner as required by Labor Code sections 201 and 202, Defendants are liable for penalties pursuant to Labor Code section 203, in an amount equal to thirty days of each said employee's per diem wage rate. These penalties, in a sum to be proven at trial, are owed and unpaid.

83. As an actual and proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

84. Defendants therefore owe penalties, interest and attorneys' fees accordingly.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment and relief against Defendant as follows:

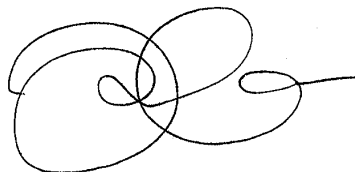
- 1. For general damages, according to proof;
- 2. For special damages, according to proof;
- 3. For loss of earnings, according to proof;
- 4. For prejudgment interest, according to proof;
- 5. For reasonable attorney fees;
- 6. For punitive damages, according to proof;
- 7. An award of such other and further relief that is proper and just.

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Dated: July 15, 2022

THE LAW OFFICE OF JONATHAN J. MOON



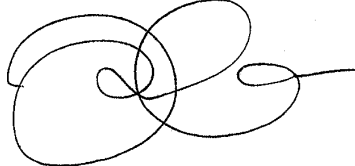
BY: Jonathan J. Moon, Esq.
Attorneys for Plaintiff
ALEJANDRO DIAZ

DEMAND FOR JURY TRIAL

Plaintiff ALEJANDRO DIAZ hereby demands a jury trial.

Dated: July 15, 2022

THE LAW OFFICE OF JONATHAN J. MOON



BY: Jonathan J. Moon, Esq.
Attorneys for Plaintiff
ALEJANDRO DIAZ