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8 Attorneys for Plaintiff: JORDAN VENEMA

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF NAPA – HISTORIC COURTHOUSE**

12
13 JORDAN VENEMA, an individual,

Case No.: 20CV000258

14 Plaintiff,

**COMPLAINT FOR DAMAGES FOR
NONPAYMENT OF WAGES AND
WAITING TIME PENALTIES (LABOR
CODE § 203)**

15 vs.

16 ADOBE SYSTEMS, INC., a Delaware
corporation; and DOES 1-50 inclusive,

17 Defendants.
18

19 Plaintiff JORDAN VENEMA alleges as follows:

20 **PARTIES**

21 1. Plaintiff JORDAN VENEMA (hereinafter referred to as “PLAINTIFF”) is, and at all
22 times mentioned herein was, a resident of Sacramento County, in the State of California.

23 2. Defendant ADOBE SYSTEMS, INC., a Delaware corporation, (hereinafter referred to
24 as “DEFENDANTS”) is, and at all times mentioned herein was, a Delaware corporation,
25 maintaining its principal place of business in Palo Alto, California.

1 PLAINTIFF as a model for a photography shoot. That employment began on May 31, 2018, and
2 concluded on May 31, 2018. In the course of that employment, PLAINTIFF performed modeling
3 services pursuant to and under the direction and complete control of DEFENDANTS and their
4 personnel and agents.

5 10. PLAINTIFF's employment with DEFENDANTS was pursuant to an employment
6 agreement pursuant to which the employment was to last for one day, and for which
7 DEFENDANTS agreed to pay PLAINTIFF wages at the rate of \$937.50 per day.

8 11. Pursuant to Labor Code section 201, PLAINTIFF was entitled to be paid the wages by
9 DEFENDANTS upon discharge from PLAINTIFF's employment, which discharge occurred
10 upon PLAINTIFF's completion of the employment on May 31, 2018.

11 12. Despite having discharged PLAINTIFF from his employment, DEFENDANTS failed to
12 timely pay PLAINTIFF his wages upon discharge. DEFENDANTS did not make payment of
13 PLAINTIFF's wages for more than thirty days after the date upon which DEFENDANTS
14 discharged PLAINTIFF from his employment.

15 13. DEFENDANTS' failure to timely pay PLAINTIFF his wages was willful in that
16 DEFENDANTS were required to make timely payment, were able to do so, but chose not to do
17 so, thus entitling PLAINTIFF to receive the payment of a penalty under Labor Code section 203.
18 Labor Code section 203 provides that upon an employer's failure to make timely payment of
19 wages, the employee's wages shall continue as a penalty until paid or for a period of up to 30
20 days from the time the wages came due, whichever period is shorter.

21 14. Pursuant to the provisions of Labor Code section 203, PLAINTIFF is entitled to an
22 award of penalties in the amount of \$28,125, which is PLAINTIFF's daily rate multiplied by 30
23 days.

24 15. Pursuant to the provisions of Labor Code section 218.5, PLAINTIFF is additionally
25 entitled to an award of his reasonable attorneys' fees and costs incurred herein.

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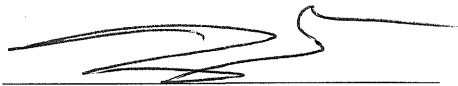
PRAYER

WHEREFORE, PLAINTIFF prays for Judgment against DEFENDANTS, and each of them, as follows:

1. For penalties in the amount of \$28,125 pursuant to Labor Code Section 203;
2. For reasonable attorneys' fees pursuant to Labor Code section 218.5;
3. For costs of suit incurred herein; and
4. For any other and further relief that the Court considers just and proper.

Dated: February 25, 2020

LAW OFFICES OF HALL & LIM

By: 

Timothy A. Hall, Esq.
Attorneys for Plaintiff:
JORDAN VENEMA