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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 22 2020

BY ELISABETH MARTINEZ DEPUTY

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Email: mmatern@maternlawgroup.com
Joshua D. Boxer (SBN 226712)
Email: jboxer@maternlawgroup.com
Neil M. Larsen (SBN 276490)
Email: nlarsen@maternlawgroup.com
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff GUILLERMO
ESTRADA LOPEZ individually, and on
behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

GUILLERMO ESTRADA LOPEZ,
individually, and on behalf of others similarly
situated

Plaintiff,

vs.

THE ORIGINAL MOWBRAY'S TREE
SERVICE, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants

CASE NO.: **CIV DS 2019554**
COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act, as Representative Action

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF GUILLERMO ESTRADA LOPEZ (“PLAINTIFF”) an individual,
3 demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter because
7 PLAINTIFF is a resident of the State of California, and Defendants THE ORIGINAL
8 MOWBRAY’S TREE SERVICE, INC, a California corporation; and DOES 1 through 50 inclusive
9 (collectively “DEFENDANTS”), are qualified to do business in California and regularly conduct
10 business in California. Further, no federal question is at issue because the claims are based solely on
11 California law.

12 2. Venue is proper in this judicial district and the County of San Bernardino,
13 California because PLAINTIFF, and other persons similarly situated, performed work for
14 DEFENDANTS in the County of San Bernardino, DEFENDANTS maintain offices and facilities
15 and transact business in the County of San Bernardino, and because DEFENDANTS’ illegal
16 payroll policies and practices which are the subject of this action were applied, at least in part, to
17 PLAINTIFF, and other persons similarly situated, in the County of San Bernardino.

18 **PLAINTIFF**

19 3. PLAINTIFF is a male resident of the State of California and a former employee of
20 DEFENDANTS.

21 4. PLAINTIFF, on behalf of himself and other similarly situated current and former
22 non-exempt employees of DEFENDANTS in the State of California at any time during the four
23 years preceding the filing of this action, and continuing while this action is pending, brings this
24 class action to recover, among other things, wages and penalties from unpaid wages earned and
25 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
26 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
27 quitting employees, failure to indemnify employees for necessary expenditures and/or losses
28 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure

1 to maintain required records, and interest, attorneys' fees, costs, and expenses.

2 5. PLAINTIFF brings this action on behalf of himself and the following similarly
3 situated class of individuals ("CLASS MEMBERS"): all current and former non-exempt
4 employees of DEFENDANTS in the State of California at any time within the period
5 beginning four (4) years prior to the filing of this action and ending at the time this action
6 settles or proceeds to final judgment (the "CLASS PERIOD"). PLAINTIFF reserves the right
7 to name additional class representatives.

8 **DEFENDANTS**

9 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
10 THE ORIGINAL MOWBRAY'S TREE SERVICE, INC is, and at all times relevant hereto was,
11 a California corporation organized and existing under the laws of the State of California.
12 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
13 THE ORIGINAL MOWBRAY'S TREE SERVICE, INC is authorized to conduct business in the
14 State of California, and does conduct business in the State of California. Specifically,
15 DEFENDANT THE ORIGINAL MOWBRAY'S TREE SERVICE, INC maintains offices and
16 facilities and conducts business in, and engages in illegal payroll practices or policies in, the
17 County of San Bernardino, State of California.

18 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
19 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
20 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
21 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
22 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
23 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
24 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
25 when ascertained.

26 8. At all relevant times herein, DEFENDANTS were the joint employers of
27 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
28 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,

1 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
2 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
3 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
4 Defendant, and each was the alter ego of the other.

5 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
6 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
7 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
8 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
9 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
10 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
11 failing to properly maintain records; failing to provide accurate itemized statements for each pay
12 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
13 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
14 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

15 10. PLAINTIFF is informed and believes, and thereon allege, that each and every one
16 of the acts and omissions alleged herein were performed by, and/or attributable to, all
17 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
18 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
19 and scope of said agency, employment and/or direction and control.

20 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
21 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
22 provision regulating minimum wages or hours and days of work in any order of the Industrial
23 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

24 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
25 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
26 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
27 Court.

28 ///

1 **CLASS ACTION DESIGNATION**

2 13. This action is appropriately suited for a Class Action because:

3 a. The potential class is a significant number. Joinder of all current and
4 former employees individually would be impractical.

5 b. This action involves common questions of law and fact to the potential
6 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
7 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
8 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
9 business practices arising from such violations.

10 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
11 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
12 IWC wage order, and the Business and Professions Code.

13 d. PLAINTIFF is able to fairly and adequately protect the interests of all
14 members of the class because it is in his best interests to prosecute the claims alleged herein to
15 obtain full compensation due to them for all services rendered and hours worked.

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Required Meal Periods**

18 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 15-2001, § 11]**

19 **(Against all DEFENDANTS)**

20 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
23 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
24 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
25 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
26 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
27 § 226.7, 512 and IWC Order No. 15-2001, § 11.

17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage Order No. 15-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided with a meal period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197, and IWC Wage Order No. 15-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours worked during their meal periods.

19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 15-2001, § 12]

(Against all DEFENDANTS)

20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 15-2001, § 12.

22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order No. 15-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided with a rest period, in accordance with the applicable wage order, one additional hour of compensation at each employee's regular rate of pay for each workday that a rest period was not provided.

23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages

1 earned and due, interest, penalties, expenses, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 15-2001, § 3]**

5 **(Against all DEFENDANTS)**

6 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 15-
9 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
10 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
11 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
12 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
13 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
14 on the seventh consecutive day of work in any workweek.

15 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
17 Order No. 15-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
18 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
19 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
20 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
21 California Labor Code §§ 510, 1194, and IWC Wage Order No. 15-2001, § 3; requiring,
22 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
23 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
24 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
25 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
26 provide accurate itemized wage statements to PLAINTIFF for each pay period; and other
27 methods to be discovered.

28 27. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
2 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
3 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
4 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
5 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
6 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
8 1194, 1198 and IWC Wage Order No. 15-2001, § 3. Therefore, pursuant to California Labor
9 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California
10 Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover
11 the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
12 fees, expenses, and costs of suit.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 15-2001, § 4]**

16 **(Against all DEFENDANTS)**

17 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 15-
20 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
21 worked in a payroll period is unlawful.

22 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
23 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
25 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
26 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
27 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
28 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay

1 period; and other methods to be discovered.

2 32. DEFENDANTS' conduct described herein violates California Labor Code §§
3 1194, 1197, and IWC Wage Order No. 15-2001, § 4. As a proximate result of the aforementioned
4 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
5 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
6 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
7 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
8 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

11 **[Cal. Labor Code §§ 201, 202, 203]**

12 **(Against all DEFENDANTS)**

13 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
16 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
17 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
18 and unpaid at the time of discharge are due and payable immediately.

19 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
20 required to pay all accrued wages due to an employee no later than 72 hours after the employee
21 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
22 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

23 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
24 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
25 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
26 compensation to the employee at the same rate for up to 30 workdays.

27 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
28 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with

1 California Labor Code §§ 201 and 202.

2 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
3 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
4 together with interest thereon, as well as other available remedies.

5 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
7 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
8 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
9 to California Labor Code §§ 1194 and 2699.

10 **SIXTH CAUSE OF ACTION**

11 **Failure to Maintain Required Records**

12 **[Cal. Labor Code §§ 226; IWC Wage Order No. 15-2001, § 7]**

13 **(Against all DEFENDANTS)**

14 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
15 allegations in the foregoing paragraphs.

16 41. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
17 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
18 DEFENDANTS knowingly and intentionally failed to maintain records as required under
19 California Labor Code §§ 226, 1174, and IWC Wage Order No. 15-2001, § 7, including but not
20 limited to the following records: total daily hours worked by each employee; applicable rates of
21 pay; all deductions; meal periods; time records showing when each employee begins and ends
22 each work period; and accurate itemized statements.

23 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,
24 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
25 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
26 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including
27 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
28 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those

provided in California Labor Code § 226(e), as well as other available remedies.

SEVENTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 15-2001, § 7]

(Against all DEFENDANTS)

43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

44. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 15-2001, § 7.

45. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

46. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

EIGHTH CAUSE OF ACTION

Unfair and Unlawful Business Practices

[Cal. Bus. & Prof. Code §§ 17200 et. seq.]

(Against all DEFENDANTS)

1 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
2 allegations in the foregoing paragraphs.

3 48. Each and every one of DEFENDANTS' acts and omissions in violation of the
4 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
5 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
6 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
7 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
8 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
9 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
10 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
11 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
12 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
13 under California Business and Professions Code § 17200 et seq.

14 49. DEFENDANTS' violations of California wage and hour laws constitute a business
15 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
16 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
17 CLASS MEMBERS.

18 50. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
19 rest periods, and other benefits as required by the California Labor Code, the California Code of
20 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
21 record, report, and pay the correct sums of assessment to the state authorities under the California
22 Labor Code and other applicable regulations.

23 51. As a result of DEFENDANTS' unfair and unlawful business practices,
24 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
25 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
26 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
27 MEMBERS.

28 52. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and

1 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
2 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
3 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
4 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
5 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
6 jurisdiction of this Court.

7
8 **NINTH CAUSE OF ACTION**

9 **Representative Action for Civil Penalties**

10 **[Cal. Labor Code §§ 2698–2699.5]**

11 **(Against All DEFENDANTS)**

12 53. PLAINTIFF incorporates herein by specific reference as though fully set forth the
13 allegations in all preceding paragraphs.

14 54. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
15 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
16 current and former employees of DEFENDANTS pursuant to the procedures specified in
17 California Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed
18 by DEFENDANTS and the alleged violations of the California Labor Code were committed
19 against PLAINTIFF and CLASS MEMBERS.

20 55. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
21 Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil
22 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210,
23 226.3, 1174.5, 1197.1, and IWC Wage Order No. 15-2001, § 20, from DEFENDANTS in a
24 representative action for the violations set forth above, including but not limited to violations of
25 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and
26 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’
27 fees and costs pursuant to California Labor Code § 2699(g)(1).

28 56. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on

1 May 27, 2020 by online filing to the California Labor and Workforce Development Agency
2 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
3 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
4 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
5 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

6 57. Therefore, PLAINTIFF has complied with all of the requirements set forth in
7 California Labor Code § 2699.3 to commence a representative action under PAGA.

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
10 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
11 and each of them, as follows:

- 12 1. For compensatory damages in an amount to be ascertained at trial;
- 13 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
14 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 15 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
16 and IWC Wage Order No. 15-2001;
- 17 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 18 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
19 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
20 from engaging in the unlawful business practices complained of herein;
- 21 6. For waiting time penalties pursuant to California Labor Code § 203;
- 22 7. For statutory and civil penalties according to proof, including but not limited to all
23 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 24 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
25 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
26 provision providing for pre-judgment interest;
- 27 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
28 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions

1 providing for attorneys' fees and costs;

2 10. For declaratory relief;

3 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
4 Seventh, and Eighth Causes of Action as a class action;

5 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
6 counsel as class counsel; and

7 13. For such further relief that the Court may deem just and proper.

8
9 DATED: September 22, 2020

Respectfully submitted,

10 **MATERN LAW GROUP, PC**

11
12 By: 

13 Matthew J. Matern
14 Joshua D. Boxer
15 Neil M. Larsen
16 Attorneys for Plaintiff
17 GUILLERMO ESTRADA LOPEZ,
18 individually, and on behalf of other persons
19 similarly situated
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DATED: September 22, 2020

MATERN LAW GROUP, PC

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