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

JUL 24 2020

BY 
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individually and on behalf of all other
aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

CIV DS 2015390

RAUL CARRO, individually and on behalf
of all other aggrieved employees,

Plaintiff,

vs.

WEST COAST FIRE & INTEGRATION,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff RAUL CARRO (“PLAINTIFF”), individually and on behalf of all other
2 aggrieved employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of defendants WEST COAST FIRE & INTEGRATION, INC. (“WEST COAST FIRE”),
6 and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”), in the State of California
7 during the relevant statutory period to recover penalties arising from DEFENDANTS’ failure to
8 provide employees meal and rest periods, failure to provide minimum and overtime wages for all
9 hours worked, failure to timely pay wages during employment and failure to pay wages due upon
10 separation, failure to maintain required records and failure to provide accurate itemized wage
11 statements.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
15 business in California and regularly conduct business in California. Further, no federal question is at
16 issue because the claims are based solely on California law.

17 3. Venue is proper in this judicial district and the County of San Bernardino,
18 California, because DEFENDANTS maintain offices and facilities and transact business in the
19 County of San Bernardino, and DEFENDANTS’ illegal policies and practices which are the
20 subject of this action were applied, at least in part, to PLAINTIFF and other aggrieved employees
21 in the County of San Bernardino.

22 **THE PARTIES**

23 4. PLAINTIFF is a citizen and resident of the State of California. During the
24 relevant statutory period, PLAINTIFF was employed by DEFENDANTS in the State of California
25 as a non-exempt employee.

26 5. PLAINTIFF is informed and believes, and thereon alleges, that WEST COAST
27 FIRE is, and at all times relevant hereto was, a corporation organized and existing under the laws
28 of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that

1 WEST COAST FIRE is authorized to conduct business, and does conduct business, in the State of
2 California. Specifically, WEST COAST FIRE maintains offices and facilities, conducts business,
3 and engages in illegal policies or practices in the County of San Bernardino.

4 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
5 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
6 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
7 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
8 that PLAINTIFF's and other aggrieved employees' injuries, as alleged herein, were proximately
9 caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of court to amend
10 this Complaint to allege the true names and capacities of such DOE defendants when ascertained.
11 At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF and other
12 aggrieved employees. PLAINTIFF is informed and believes, and thereon alleges, that at all times
13 material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated
14 enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators,
15 authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other.
16 Each defendant was completely dominated by his, her or its co-defendant, and each was the alter
17 ego of the other.

18 7. At all relevant times, PLAINTIFF and other aggrieved employees were employed
19 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
20 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
21 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
22 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
23 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
24 and permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
25 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
26 and other aggrieved employees for necessary expenditures, in violation of the California Labor
27 Code and the applicable Industrial Welfare Commission ("IWC") Wage Order.

28

1 8. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
2 of the acts and omissions alleged herein were performed by, and/or attributable to, all
3 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
4 of each of the other defendants, and that said acts and failures to act were within the course and
5 scope of said agency, employment and/or direction and control.

6 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

7 9. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
8 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
9 former non-exempt aggrieved employees of DEFENDANTS in the State of California at any time
10 within the period beginning one (1) year and sixty-five (65) days prior to the filing of this action,
11 and ending at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

12 10. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
13 May 18, 2020 by online filing to the California Labor and Workforce Development Agency
14 (“LWDA”) and by certified mail to WEST COAST FIRE of the specific provisions of the
15 California Labor Code and IWC Wage Orders alleged to have been violated, including the facts
16 and theories to support the alleged violations. More than sixty-five (65) days have passed and the
17 LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

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

20 **FACTUAL ALLEGATIONS**

21 **Failure to Provide Meal Periods**

22 **[Labor Code §§ 226.7, 512; IWC Wage Order No. 4-2001 § 11]**

23 12. During the PENALTY PERIOD, DEFENDANTS had, and continue to have, a
24 policy and practice of failing to provide PLAINTIFF and other aggrieved employees full and
25 timely meal periods as required by California Labor Code §§ 226.7 and 512 and IWC Wage
26 Order No. 4-2001 § 11.

27 13. As a result of DEFENDANTS’ policies and practices as alleged herein,
28 PLAINTIFF and other aggrieved employees regularly were denied, and continue to be denied, the

1 opportunity to take full, uninterrupted, and timely meal periods as required under California
2 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4-2001 § 11.

3 14. DEFENDANTS further violated, and continue to violate, California Labor Code §
4 226.7 and IWC Wage Order No. 4-2001 § 11 by failing to compensate PLAINTIFF and other
5 aggrieved employees who were not provided a meal period, in accordance with the applicable
6 Wage Order, one (1) additional hour of pay at each employee's regular rate of compensation for
7 each workday that a meal period was not provided.

8 **Failure to Authorize and Permit Rest Periods**

9 **[Labor Code § 226.7; IWC Wage Order No. 4-2001 § 12]**

10 15. During the PENALTY PERIOD, DEFENDANTS had, and continue to have, a
11 policy and practice of failing to authorize and permit PLAINTIFF and other aggrieved employees
12 to take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 4-
13 2001 § 12.

14 16. As a result of DEFENDANTS' policies and practices as alleged herein,
15 PLAINTIFF and other aggrieved employees regularly were denied, and continue to be denied, the
16 opportunity to take full, uninterrupted, and timely rest periods as required under California Labor
17 Code § 226.7 and IWC Wage Order No. 4-2001 § 12.

18 17. DEFENDANTS further violated, and continue to violate, California Labor Code §
19 226.7 and IWC Wage Order No. 4-2001 § 12 by failing to pay PLAINTIFF and other aggrieved
20 employees who were not provided a rest period, in accordance with the applicable Wage Order,
21 one (1) additional hour of pay at each employee's regular rate of compensation for each workday
22 that a rest period was not provided.

23 **Failure to Pay Minimum Wages**

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

25 18. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-
26 2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
27 worked in a payroll period is unlawful.
28

1 19. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
2 pay PLAINTIFF and other aggrieved employees minimum wages for all hours worked by, among
3 other things: requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
4 work off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees
5 to work during meal breaks without compensation; illegally and inaccurately recording time
6 worked by PLAINTIFF and other aggrieved employees; and other methods to be discovered.

7 **Failure to Pay Overtime Wages**

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

9 20. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-
10 2001 § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved
11 employees for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all
12 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
13 first eight (8) hours on the seventh consecutive workday and at a rate of twice the regular rate of
14 pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
15 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

16 21. PLAINTIFF and other aggrieved employees are current and former non-exempt
17 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
18 Order No. 4-2001. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail,
19 to compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
20 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
21 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
22 rate of pay as provided by California Labor Code §§ 510 and 1194 and IWC Wage Order No. 4-
23 2001 § 3; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work
24 off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
25 work during meal breaks without compensation; illegally and inaccurately recording time in
26 which PLAINTIFF and other aggrieved employees worked; and other methods to be discovered.

27 ///

28 ///

1 **Failure to Timely Pay Wages During Employment**

2 **[Labor Code § 204]**

3 22. Pursuant to California Labor Code § 204, for all labor performed between the 1st
4 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
5 employees between the 16th and 26th day of the month during which the labor was performed.
6 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
7 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
8 between the 1st and 10th day of the following calendar month. In addition, California Labor
9 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
10 paid no later than the payday of the next regular payroll period.

11 23. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
12 timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by the
13 next regular payroll period as required by California Labor Code § 204.

14 **Failure to Pay All Wages Due to Upon Separation**

15 **[Labor Code §§ 201, 202, 203]**

16 24. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are
17 required to pay all earned and unpaid wages to an employee who is discharged.

18 25. California Labor Code § 201 mandates that if an employer discharges an
19 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
20 immediately.

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

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

1 28. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
2 pay accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
3 accordance with California Labor Code §§ 201 and 202.

4 **Failure to Maintain Required Records**

5 **[Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001 § 7]**

6 29. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
7 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
8 and due, DEFENDANTS failed, and continue to fail, to maintain records as required under
9 California Labor Code §§ 226 and 1174 and IWC Wage Order No. 4-2001 § 7, including but not
10 limited to the following records: total daily hours worked by each employee; applicable rates of
11 pay; all deductions; meal periods; time records showing when each employee begins and ends
12 each work period; and accurate itemized statements.

13 **Failure to Furnish Accurate Itemized Wage Statements**

14 **[Labor Code § 226; IWC Wage Order No. 4-2001 § 7]**

15 30. During the PENALTY PERIOD, DEFENDANTS failed to provide PLAINTIFF
16 and other aggrieved employees with timely and accurate itemized wage statements in writing
17 showing each employee's gross wages earned, total hours worked, all deductions made, net
18 wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
19 other aggrieved employees, and all applicable hourly rates in effect during each pay period and
20 the corresponding number of hours worked at each hourly rate, in violation of California Labor
21 Code § 226 and IWC Wage Order No. 4-2001 § 7.

22 **Failure to Indemnify Employees for Necessary Expenditures Incurred in**

23 **Discharge of Duties**

24 **[Cal. Labor Code § 2802]**

25 31. California Labor Code § 2802(a) requires an employer to indemnify an employee
26 for all necessary expenditures or losses incurred by the employee in direct consequence of the
27 discharge of his or her duties, or of his or her obedience to the directions of the employer.

28

1 32. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
2 indemnify PLAINTIFF and other aggrieved employees for all business expenses and/or losses
3 incurred in direct consequence of the discharge of their duties while working under the direction
4 of DEFENDANTS, including but not limited to expenses for personal cell phone use and other
5 employment-related expenses, in violation of California Labor Code § 2802.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

8 **[Labor Code §§ 2698–2699.5]**

9 **(Against all DEFENDANTS)**

10 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 32.

12 34. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
13 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
14 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
15 specified in California Labor Code § 2699.3, because PLAINTIFF was employed by
16 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
17 committed against PLAINTIFF during the PENALTY PERIOD.

18 35. Pursuant to Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil
19 penalties for the violations set forth herein, including but not limited to violations of California
20 Labor Code §§ 201, 202, 204, 226, 221, 223, 226.7, 510, 512, 1174, 1194, 1197, and 1198.
21 PLAINTIFF and other aggrieved employees are also entitled to an award of reasonable attorneys’
22 fees and costs pursuant to California Labor Code § 2699(g)(1).

23 36. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
24 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
25 provided, including but not limited to the following:

- 26 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
27 DEFENDANTS are subject to a civil penalty in the amount of one hundred
28 dollars (\$100) for the initial violation for each failure to pay each employee

1 and two hundred dollars (\$200) per employee for violations in subsequent
2 pay periods.

3 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
4 DEFENDANTS are subject to a civil penalty in the amount of two hundred
5 and fifty dollars (\$250) per aggrieved employee for the initial pay period
6 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
7 employee for violations in subsequent pay periods.

8 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
9 on behalf of an employer who violates, or causes to be violated, a section
10 of this chapter or any provision regulating hours and days of work in any
11 order of the Industrial Welfare Commission,” including Labor Code §§ 510
12 and 512, shall be subject to a civil penalty, in addition to any other penalty
13 provided by law, of fifty dollars (\$50) for initial violations for each
14 underpaid employee for each pay period for which the employee was
15 underpaid and one hundred dollars (\$100) for each subsequent violation for
16 each underpaid employee for each pay period for which the employee was
17 underpaid.

18 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
19 DEFENDANTS are subject to a civil penalty of five hundred dollars
20 (\$500).

21 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
22 paid to any employee a wage less than the minimum fixed by an order of
23 the commission, shall be subject to a civil penalty as follows: for any initial
24 violation that is intentionally committed, one hundred dollars (\$100) for
25 each underpaid employee for each pay period for which the employee is
26 underpaid; and for each subsequent violation of the same offense, two
27 hundred fifty dollars (\$250) for each underpaid employee for each pay
28 period for which the employee is underpaid regardless of whether the

1 initial violation was intentionally committed.

2 37. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
3 penalty is not specifically provided, the following civil penalties are established: one hundred
4 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
5 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
6 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
7 violations of Labor Code provisions for which a civil penalty is not specifically provided,
8 including but not limited to Labor Code §§ 201, 202, 204, 226.7, 1194, 1197, 1198, and 2802.

9 38. PLAINTIFF also seeks reasonable attorney's fees and costs pursuant to Labor
10 Code § 2699(g)(1).

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
13 respectfully prays for relief against DEFENDANTS, and each of them, as follows:

14 1. For civil penalties according to proof, and all penalties authorized by the Labor
15 Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

16 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
17 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
18 judgment interest;

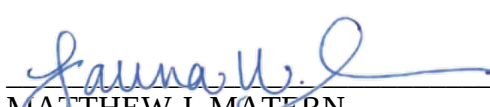
19 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
20 any other applicable provisions providing for attorney's fees and costs; and

21 4. For such further relief that the Court may deem just and proper.

22 DATED: July 24, 2020

Respectfully submitted,

23 **MATERN LAW GROUP, PC**

24
25
26 By: 

MATTHEW J. MATERN

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DEMAND FOR JURY TRIAL

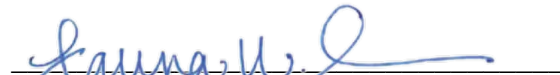
PLAINTIFF, individually and on behalf of all other aggrieved employees, hereby demands a trial by jury on all issues so triable.

DATED: July 24, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN

LAUNA ADOLPH

ELLIE D. GORALNICK

Attorneys for Plaintiff RAUL CARRO, individually
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