

FARRAH MIRABEL, STATE BAR NO. 162933
fmesq@fmirabel.com
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, CA 90077
TELEPHONE: (714) 972-0707; Fax: (949) 417-1796

Attorneys for Plaintiffs, EDGAR BELMONTES, IGOR JUNIOR JIMENEZ RIOS, and ALEJANDRO ARROYO, on behalf of themselves and for all similarly situated persons

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EDGAR BELMONTES, IGOR JUNIOR
JIMENEZ RIOS, and ALEJANDRO ARROYO,
on behalf of themselves and for all similarly
situated persons, and the general public;

Plaintiffs,

vs.

BRIGHTVIEW LANDSCAPE SERVICES, INC.,
and DOES 1-50 ALL INCLUSIVE,

Defendants.

Case No.: 30-2020-01167020-CU-WT-CXC
Assigned to: Assigned for all purposes to:
Judge Glenda Sanders
Dept.: CX101

**CLASS ACTION COMPLAINT FOR
DAMAGES FOR:**

1. Unpaid missed rest breaks (*Labor Code Section 226.7 and IWC Wage Order No. 5-2001 and 16-2001*);
2. Unpaid missed meal breaks (*Labor Code Sections 226.7 and 512, IWC 5-2001 and 16-2001*);
3. Failure to pay for all overtime worked (*Labor Code Sections 510 and 1194, IWC 5-2001 and 16-2001*);
4. Failure to pay minimum wage and pay for all wages earned (*Labor Code Section 204, 1194 and 1197, IWC 5-2001 and 16-2001*);
5. Failure to maintain accurate payroll records (*Labor Code Sections 226(a) and 1174, and 1198.5 and IWC 5-2001 and 16-2001*);
6. Failure to pay wages upon separation (*Labor Code Sections 201 – 203*);
7. Unlawful Discrimination Based on Cal. Gov. Code § 12940;
8. Wrongful Termination in Violation of Public Policy;
9. Wrongful Termination-Retaliatory Termination [Govt. Code §

12940(h)];

10. *California Government Code § 12940 (m) – Wrongful Termination Failure to Accommodate;*

11. *Violation of California Government Code § 12940 (n) – Wrongful Termination Failure to Engage in the Interactive Process;*

12. *Failure to pay for sick days (Lab Code §246(a));*

13. *Violation of California Labor Code §1102.5;*

14. *Violation of California Labor Code §233 – Wrongful Termination;*

15. *Violation of California Business and Professions Code §17200, et seq.;*

16. *Civil Penalties Pursuant to Labor Code section 2699;*

17. *Failure To Provide Workers' Compensation Coverage, (Labor Code sections 3600, 3700);*

DEMAND FOR JURY TRIAL

COME NOW PLAINTIFFS, EDGAR BELMONTES, IGOR JUNIOR JIMENEZ RIOS, and ALEJANDRO ARROYO, individually on behalf of themselves and on behalf of all similarly situated individuals, and the general public, and allege as follows:

The allegations in this Complaint, stated on information and belief, have evidentiary support and/or are likely to have evidentiary support after reasonable opportunity for further investigation and discovery.

NATURE OF THE ACTION

1. Defendants are operating a business in Orange County, California.
2. During the relevant timeframe, Plaintiffs and Class members were employed by Defendant, BRIGHTVIEW LANDSCAPE SERVICES, INC., in various capacities, including as landscaping and gardening workers.

3. This action for relief arises from Defendants' failure to provide off-duty rest and meal periods as required by law; failure to compensate Plaintiffs and Class members at the required rate for each occasion in which Defendants failed to provide rest and meal breaks; failure to pay overtime wages and for all hours worked; failure to keep accurate payroll records, such that Plaintiffs and Class members were given wage statements that did not accurately reflect all the hours worked and all wages earned; failure to timely pay all wages due upon separation; failure to pay the minimum wage and all wages earned; and failure to pay for sick days. In addition, as individual causes of action, Plaintiffs allege failure to accommodate and engage in the interactive process, unlawful discrimination and wrongful and retaliatory termination.

THE PARTIES

4. Plaintiffs, Edgar Belmontes, Igor Junior Jimenez Rios, and Alejandro Arroyo, are residents of California.

5. Defendants, at all times mentioned herein, are employers whose employees worked for throughout the County of Orange and in other counties in the State of California.

6. The true names and capacities, whether individual, corporate, associate or otherwise of each of the Defendants designated herein as a DOE are unknown to Plaintiffs at this time, who therefore, sue said Defendants by fictitious names, DOES 1 to 50, and will ask leave of this Court for permission to amend this Complaint to show their names and capacities when the same have been ascertained. Plaintiffs are informed and believe and thereon allege that each of the Defendants designated as a DOE is legally responsible in some manner for the events and happenings herein referred to, and caused injuries and damages thereby to Plaintiffs as herein alleged.

7. Unless otherwise individually referred to, whenever, in this Complaint, reference is made to “Defendants,” such reference shall refer to all Defendants.

8. Plaintiffs, on information and belief and based upon such basis, allege that at all times herein mentioned, each of the Defendants were acting as the agent, servant, employee of each of the other Defendants, within the scope of said agency and employment.

9. During the times and places of the incident in question, Defendants, and each of them, their agents, servants and employees became liable to Plaintiffs for the reasons

described in the complaint herein, and thereby proximately caused Plaintiffs to sustain damages as set forth herein.

10. Plaintiffs, on information and belief and based upon such basis, allege that all Defendants carried out a joint scheme, business plan or policy in all respects pertinent hereto and all acts and omissions herein complained of were performed within the course and scope of said employment, service, agency, common scheme, plan and/or policy.

11. Plaintiffs, on information and belief and based upon such basis, allege that Defendants' founders, owners, shareholders, executive officers, managers, and supervisors directed, authorized, ratified and/or participated in the conduct that gives rise to the claims asserted herein and derived personal financial benefit from such conduct at the expense of Plaintiffs.

ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

12. Plaintiffs are informed and believe, and based thereon allege, that there exists such a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and separateness of Defendants have ceased to exist.

13. Plaintiffs are informed and believe, and based thereon allege, that despite the formation of purported corporate existence, Defendants and DOES 1-50 are, in reality, one and the same as Defendants, including, but not limited to because:

a. Defendants are completely dominated and controlled by DOES 1-50, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. DOES 1-50 derive actual and significant monetary benefits by and through Defendants' unlawful conduct, and by using Defendants as the funding source for their own personal expenditures.

c. Plaintiffs are informed and believe that Defendants and DOES 1-50, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

1 d. Plaintiffs are informed and believe that Defendants do not comply with all requisite
2 corporate formalities to maintain a legal and separate corporate existence.

3 e. Plaintiffs are informed and believe, and based thereon allege, that the business affairs
4 of Defendants and DOES 1-50 are, and at all times relevant were, so mixed and
5 intermingled that the same cannot reasonably be segregated, and the same are in
6 inextricable confusion. Defendants are, and at all times relevant hereto were, used by
7 DOES 1-50 as a mere shell and conduit for the conduct of certain of Defendants'
8 affairs, and are, and were, the alter ego of DOES 1-50. The recognition of the separate
9 existence of Defendants would not promote justice, in that it would permit Defendants
10 to insulate themselves from liability to Plaintiffs for violations of the Government Code
11 and other statutory violations. The corporate existence of Defendants and DOES 1-50
12 should be disregarded in equity and for the ends of justice because such disregard is
13 necessary to avoid fraud and injustice to Plaintiffs herein.

14 14. Accordingly, Defendants constitute the alter ego of DOES 1-50, and the fiction of their
15 separate corporate existence must be disregarded.

16 15. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
17 thereon allege that Defendants and DOES 1-50 are Plaintiffs' joint employers by virtue
18 of a joint enterprise, and that Plaintiffs are employees of Defendants, and DOES 1-50.
19 Plaintiffs performed services for each and every one of Defendants, and to the mutual
20 benefit of all Defendants, and all Defendants shared control of Plaintiffs as employees,
21 either directly or indirectly, and the manner in which Defendants' business was and is
22 conducted.

23 16. Alternatively, Plaintiffs are informed and believe and, based thereupon allege, that as
24 and between DOES 1-50 and Defendants, (1) there is an express or implied agreement
25 of assumption pursuant to which DOES 1-50 agreed to be liable for the debts of
26 Defendants, (2) the transaction between DOES 1-50 and Defendants amounts to a
27 consolidation or merger of the two corporations, (3) DOES 1-50 is a mere continuation
28 of Defendants, or (4) the transfer of assets to DOES 1-50 is for the fraudulent purpose
of escaping liability for Defendants' debts. Accordingly, DOES 1-50 are the successors
of Defendants, and are liable on that basis.

JURISDICTION AND VENUE

17. This Court has jurisdiction over this action pursuant to California *Code of Civil Procedure* § 410.10. The damages exceed the jurisdictional minimum of this Court.
18. Venue is proper in this Court, pursuant to California *Code of Civil Procedure* § 395.5 because the incidents complained of occurred in Orange County, California.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS

19. Plaintiffs are informed and believe that Defendants own, manage, and/or operate BRIGHTVIEW LANDSCAPE SERVICES, INC., and which is a landscaping company doing business in Orange County.
20. Defendants employed Plaintiff, Edgar Belmontes, as a non-exempt hourly employee beginning in April of 2017. Plaintiff Belmontes was employed as a general laborer doing landscaping and gardening. He was paid \$16.50 per hour. His work as a general laborer was at minimum from 5:30 a.m. to 2:30 p.m., five days per week, from Monday through Friday. Plaintiff Belmontes worked an additional 20-30 minutes before clocking in each day, in order to test the machines to make sure they are operating correctly, and prepare the tools he would need for the day's work. In addition, he worked over 10 minutes after clocking out, in order to remove and put away the tools. Therefore, Plaintiff Belmontes worked several hours per week, for which he was not compensated. Defendants failed to pay for all hours worked, and overtime wages at the legal rates of pay for all overtime hours worked.
21. Defendants employed Plaintiff, Igor Junior Jimenez Rios, as a non-exempt hourly employee beginning October of 2018. Plaintiff Rios was employed as a general laborer doing landscaping and gardening. He left in March 2019 but returned in December 2019 to resume his job. He was paid \$13.00 per hour. His work as a general laborer was at minimum from 6:00 a.m. to 2:30 p.m., five days per week, from Monday through Friday. Plaintiff Rios had to work an additional fifteen minutes each day prior to clocking in, in order to test the machines to make sure they are operating correctly, and prepare the tools he would need for the day's work. Therefore, Plaintiff Rios worked additional hours per week, for which he was not compensated. Defendants failed to pay for all hours worked, and overtime wages at the legal rates of pay for all overtime hours worked.

- 1 22. Defendants employed Plaintiff, Alejandro Arroyo, as a non-exempt hourly employee
2 beginning in April of 2016. Plaintiff Arroyo is employed as a general laborer doing
3 landscaping and gardening. He is paid \$15.50 per hour. His work as a general laborer
4 is at minimum from 6:00 a.m. to 2:30 p.m., five days per week. Plaintiff Arroyo has to
5 work a minimum of thirty minutes each day prior to clocking in and after clocking out,
6 in order to test, assemble and then put away tools. Therefore, Plaintiff Arroyo works
7 additional hours per week for which he is not compensated. Defendants refuse to pay
8 for all hours worked, and overtime wages at the legal rates of pay for all overtime hours
9 worked.
- 10 23. During the relevant timeframe, Plaintiffs and Class members worked shifts of over four
11 hours, and were not given a ten-minute, uninterrupted rest break for each such shift.
12 Plaintiffs and Class members worked during the rest periods either under the direction
13 and supervision of Defendants, or with Defendants' knowledge and consent.
14 Furthermore, Defendants created schedules that made it difficult or impossible for
15 Plaintiffs and Class members to take their rest breaks.
- 16 24. During the relevant timeframe, Plaintiffs and Class members worked shifts of over five
17 hours, and were not given a thirty-minute, uninterrupted meal break for each such shift.
18 Also, Plaintiffs and Class members were not provided with a second meal break when
19 they worked more than 10 hours a day. Plaintiffs and Class members worked during the
20 meal periods either under the direction and supervision of Defendant, or with
21 Defendant's knowledge and consent. Furthermore, Defendants created schedules that
22 made it difficult or impossible for Plaintiffs and Class members to take their meal
23 breaks.
- 24 25. Defendants failed to compensate Plaintiffs and Class members at the required rate for
25 each occasion in which Defendants failed to provide rest breaks and meal breaks. As
26 such, Defendants failed to pay for all the hours worked and all wages earned by
27 Plaintiffs and Class members.
- 28 26. Defendants failed to provide Plaintiff and Class members for their sick days, as
required by statute.

- 1 27. Defendants failed to maintain accurate payroll records, such that Plaintiffs and Class
2 members were given wage statements that did not accurately reflect their true
3 compensation and all the hours worked.
- 4 28. Defendants wrongfully terminated Plaintiff, Edgar Belmontes, on July 6, 2019.
5 Plaintiff Belmontes had suffered work related injuries to his back in March of 2018
6 while planting flowers. There were two witnesses who helped him after the injury:
7 Orellio Lara and Raymundo Lugo. The incident was reported to Supervisor Allan
8 Akau, who asked Orellio and Raymundo to take Edgar to the office. When they arrived
9 at the office, Akau was not there. After the incident the company did not send Edgar to
10 a treating Doctor, but instead, Supervisor told him to take one week off. Since Edgar
11 Belmontes was in a lot of pain, he went to a clinic in Santa Ana, and paid for
12 consultation and medication himself.
- 13 29. Even after Plaintiff Belmontes took a week off work in order to recuperate, he
14 continued to have painful and persistent back pain, which required medical treatment
15 and work accommodations. Plaintiff Belmontes made several requests to Defendants to
16 provide him with medical treatment and work accommodations. However, Defendants
17 failed and refused to accommodate Plaintiff, and instead chose to terminate his
18 employment.
- 19 30. Defendants wrongfully terminated Plaintiff, Igor Junior Jimenez Rios, on March 7,
20 2020. Defendants terminated Plaintiff due to absences from work. However, the
21 absences were needed and justified due to court appearance and medical leave that is
22 protected under the law. For example, on January 13, 2020, Plaintiff Rios was unable
23 to attend work due to a medical emergency of his mother. Defendants issued a write up
24 to Plaintiff Rios, despite the fact that he informed Defendants that he was unable to call
25 them due to the emergency. Instead of accommodating Plaintiff Rios, Defendants
26 terminated his employment.
- 27 31. Defendants did not issue an accurate final paycheck to Plaintiffs in accordance with the
28 timeframes prescribed by law.

CLASS ACTION ALLEGATIONS

32. Plaintiffs bring this action on their own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification. The class shall be defined as follows:

“All persons who were employed at BRIGHTVIEW LANDSCAPE SERVICES, INC., in the State of California during the period commencing four years prior the date of PAGA filing, June 18, 2020, through the entry of final judgment in this action.”

33. Plaintiffs propose that the following sub-classes be created:

a. A proposed sub-class (*hereinafter* “Meal Period Class”) is defined as: All individuals who have been employed and are currently employed at BRIGHTVIEW LANDSCAPE SERVICES, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who did not receive their required meal breaks pursuant to the California *Labor Code* and/or applicable orders of the IWC.

b. A proposed sub-class (*hereinafter* “Rest Period Class”) is defined as: All individuals who have been employed and are currently employed at BRIGHTVIEW LANDSCAPE SERVICES, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who did not receive their required rest breaks pursuant to the California *Labor Code* and/or applicable orders of the IWC.

c. A proposed sub-class (*hereinafter* “Underpaid Class”) is defined as: All individuals who have been and are currently employed at BRIGHTVIEW LANDSCAPE SERVICES, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who were not paid full complete and accurate compensation for all hours worked.

d. A proposed sub-class (*hereinafter* “Overtime Class”) is defined as: All individuals who have been and are currently employed at BRIGHTVIEW LANDSCAPE SERVICES, INC., within the relevant time periods prior to the filing of this

1 Complaint until resolution of this lawsuit who were not paid full complete and
2 accurate compensation for all overtime worked.

3 e. A proposed sub-class (*hereinafter* “Wage Statement Class”) is defined as: All
4 individuals who have been and are currently employed at BRIGHTVIEW
5 LANDSCAPE SERVICES, INC., within the relevant time periods prior to the filing
6 of this Complaint until resolution of this lawsuit whose wage statements did not
7 accurately reflect gross wages earned. Specifically, all the hours worked, the
8 overtime and additional hours of pay employees earn for each workday they did not
9 receive a meal and/or rest break. This subclass includes the class members whose
10 final paycheck did not accurately reflect gross wages earned. Specifically, all the
11 hours worked, the overtime and additional hours of pay employees earn for each
12 workday they did not receive a meal and/or rest break.

13 f. A proposed sub-class (*hereinafter* “Final Paycheck Class”) is defined as: All
14 individuals who were employed at BRIGHTVIEW LANDSCAPE SERVICES,
15 INC., within the relevant time periods prior to the filing of this Complaint until
16 resolution of this lawsuit who did not receive their final paycheck within 72 hours
17 after the final day of work or at the time of their termination.

18 g. A proposed sub-class (*hereinafter* “Minimum Wage Class”) is defined as: All
19 individuals who have been and are currently employed at BRIGHTVIEW
20 LANDSCAPE SERVICES, INC., within the relevant time periods prior to the filing
21 of this Complaint until resolution of this lawsuit who did not receive at least the
22 minimum wage for all the hours worked.

23 h. A proposed sub-class (*hereinafter* “Unpaid Sick Days Class”) is defined as: All
24 individuals who have been and are currently employed at BRIGHTVIEW
25 LANDSCAPE SERVICES, INC., within the relevant time periods prior to the filing
26 of this Complaint until resolution of this lawsuit who worked in California for
27 Defendants for 30 or more days within a year from the commencement of
28 employment and did not receive paid sick days.

- 1 34. The proposed class (*hereinafter* “Class”) shall consist of all individuals found in the
2 following sub-classes: Meal Period Class, Rest Period Class, Underpaid Class,
3 Overtime Class, Wage Statement Class, Final Paycheck Class, Minimum Wage Class,
4 and Unpaid Sick Days Class.
- 5 35. All claims alleged herein arise under California law for which Plaintiffs and Class
6 members seek relief authorized by California law.
- 7 36. Excluded from the Class are Defendant(s) in this action, any entity in which
8 Defendant(s) have a controlling interest, any officers, directors, and shareholders of
9 Defendant, and legal representatives, heirs, successors, and assigns of Defendant.
- 10 37. There is a well defined community of interest in this litigation and the Class is easily
11 ascertainable:
- 12 i. Numerosity: The members of the Class (and each subclass, if any) are so numerous
13 that joinder of all members would be unfeasible and impractical. The membership
14 of the Class is unknown to Plaintiffs at this time. However, the Class is estimated
15 to be greater than fifty (50) individuals and the identity of such membership is
16 readily ascertainable by inspection of Defendant’s employment records.
- 17 j. Typicality: Plaintiffs are qualified to and will fairly and adequately protect the
18 interests of each Class Member with whom they have a well-defined community of
19 interest, and Plaintiffs claims (or defenses, if any), are typical of all Class Members
20 as demonstrated herein.
- 21 k. Adequacy: Plaintiffs are qualified to, and will fairly and adequately protects the
22 interests of each Class Member with whom they have a well-defined community of
23 interest and typicality of claims, as alleged herein. Plaintiffs acknowledge that they
24 have an obligation to the Court to make known any relationship, conflict, or
25 differences with any Class Member. Plaintiffs’ attorneys and proposed Class
26 counsel are versed in the rules governing class action discovery, certification, and
27 settlement. Plaintiffs have incurred, and, throughout the duration of this action, will
28 continue to incur costs and attorneys’ fees that have been, are, and will be

1 necessarily expended for the prosecution of this action for the substantial benefit of
2 each Class Member.

- 3 l. Superiority: The nature of this action makes the use of class action adjudication
4 superior to other methods. Class action will achieve economies of time, effort, and
5 expense as compared with separate lawsuits, and will avoid inconsistent outcomes
6 because the same issues can be adjudicated in the same manner and at the same
7 time for the entire class.
- 8 m. There are common questions of law and fact as to the Class (and each subclass, if
9 any), that predominate over questions affecting only individual members, including
10 but not limited to:
- 11 n. Whether Defendants had a policy of not providing uninterrupted statutory mandated
12 rest periods to Plaintiffs and Class members or compensation for rest periods;
- 13 o. Whether Defendants had a policy of not providing uninterrupted statutory mandated
14 meal periods to Plaintiffs and Class members or compensation for meal periods;
- 15 p. Whether Defendants created schedules in such a manner that made it difficult or
16 impossible for Plaintiffs, and similarly situated class members, to take uninterrupted
17 rest periods;
- 18 q. Whether Defendants created schedules in such a manner that made it difficult or
19 impossible for Plaintiffs, and similarly situated class members, to take uninterrupted
20 meal periods;
- 21 r. Whether Defendants failed to pay Plaintiffs and Class members for the overtime
22 hours worked during the relevant timeframe;
- 23 s. Whether Defendants had a policy of requiring Plaintiffs and Class members to
24 continue working before clocking in and/or after clocking out;
- 25 t. Whether Defendants failed to pay Plaintiffs and Class members for the total hours
26 worked during the relevant timeframe;
- 27 u. Whether Defendants failed to pay Plaintiffs and Class members for accrued sick
28 pay.

- 1 v. Whether Defendants failed to keep accurate payroll records, such that inaccurate
2 wage statements were issued to Plaintiffs and Class members;
3 w. Whether Defendants failed to pay Plaintiffs and Class members an accurate and
4 timely final paycheck;
5 x. Whether Defendants failed to pay Plaintiffs and Class members at least minimum
6 wage for all the hours worked;
7 y. Whether Defendants improperly retained, converted, appropriated, or deprived
8 Plaintiffs and other Class Members of the use of monies or sums, which Plaintiffs
9 and Class Members were legally entitled to;
10 z. Whether Defendants engaged in unfair business practices in violation of California
11 *Business and Professions Code* §§ 17200, et seq.; and
12 aa. The appropriate amount of damages, restitution, or monetary penalties resulting
13 from Defendant's violations of California law.

14
15 **FIRST CAUSE OF ACTION**

16 **Violation of *Labor Code* §§ 226.7(a) and IWC Wage Order No. 5-2001 and
17 16-2001 section 12 – Unpaid Missed Rest Breaks**

18 *(By Plaintiffs and Class Members Against all Defendants)*

- 19 38. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated
20 herein, the material allegations set forth in paragraphs 1 through 37 of this Complaint.
21 39. At all times herein set forth, Labor Code section 218 authorizes an employee to sue
22 directly for any wages or penalty due to him or her under this article of the Labor Code.
23 40. At all times herein set forth, Labor Code section 226.7(a) provides that no employer
24 shall require an employee to work during any rest period mandated by an applicable
25 order of the IWC.
26 41. The language of IWC Wage Order No. 5-2001 and 16-2001 section 12 (A) relating to
27 rest periods tracks the language of the Labor Code. (*Code of Regulations*, title 8,
28 section 11070, subd. 11.), which states: "Every employer shall authorize and permit all
employees to take rest periods, which insofar as practicable shall be in the middle of
each work period. The authorized rest period time shall be based on the total hours

1 worked daily at the rate of ten (10) minutes net rest time per four hours or major
2 fraction thereof. However, a rest period need not be authorized for employees whose
3 total daily work time is less than three and one-half (3 ½) hours. Authorized rest period
4 time shall be counted as hours worked for which there shall be no deductions from
5 wages”.

6 42. During the relevant time period, Plaintiffs and Class members worked more than three
7 and one-half (3 ½) hours per workday, and were not allowed to take paid rest breaks
8 that they were legally entitled to pursuant to IWC pertinent Wage Order section 12.

9 43. Defendants’ conduct, as alleged herein, violates IWC Wage Order § 12 and Labor Code
10 § 226.7(a), which provides that no employer shall require any employee to work during
11 any rest period mandated by an applicable order of the IWC.

12 44. Pursuant to Labor Code section 226.7(b), and IWC Wage Order section 12 (B),
13 Plaintiffs and Class members are entitled to recover from Defendants one (1) additional
14 hour of pay at Plaintiffs and class members’ regular rate of compensation for each work
15 day that a rest period was not provided, for a three-year statutory period dating back
16 from the date of the commencement of this action.

17 45. Pursuant to Labor Code section 558 and 1197.1, Plaintiffs and Class members are
18 entitled to fifty dollars (\$50.00) for each pay period for which they were underpaid in
19 addition to an amount sufficient to recover underpaid wages and for each subsequent
20 violation, one hundred dollars (\$100.00) for each pay period for which they were
21 underpaid in addition to an amount sufficient to recover underpaid wages.

22 **SECOND CAUSE OF ACTION**

23 **Violation of *Labor Code* §§ 226.7(a) and 512 – and IWC Wage Order No. 5-**

24 **2001 and 16-2001 section 11 -Unpaid Missed Meal Breaks**

25 *(By Plaintiffs and Class Members Against all Defendants)*

26 46. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated
27 herein, the material allegations set forth in paragraphs 1 through 45 of this Complaint.

28 47. At all times herein set forth, Labor Code section 218 authorizes employees to sue
directly for any wages or penalty due to them under this article of the California Labor
Code.

- 1 48. At all times herein set forth, Labor Code section 226.7 provides that no employer shall
2 require an employee to work during any meal period mandated by an applicable order
3 of the IWC.
- 4 49. At all times herein set forth, Labor Code section 512(a) provides that an employer may
5 not employ an employee for a work period of more than five (5) hours per day without
6 providing the employee with a meal period of not less than thirty (30) minutes, except
7 that if the total work period per day of the employee is not more than six (6) hours, the
8 meal period may be waived by mutual consent of both the employer and the employee.
- 9 50. At all times herein set forth, Labor Code section 512(a) further provides that an
10 employer may not employ an employee for a work period of more than ten (10) hours
11 per day without providing the employee with a second meal period of not less than
12 thirty (30) minutes, except that if the total hours worked is no more than twelve (12)
13 hours, the second meal period may be waived by mutual consent of the employer and
14 the employee, only if the first meal period was not waived.
- 15 51. The language of applicable IWC Order, section 11 relating to meal periods tracks the
16 language of the Labor Code. (*Cal. Code Regs.*, tit. 8, section 11090, subd. 11.)
- 17 52. Defendants fostered a work environment where the taking of uninterrupted thirty (30)
18 minute meal breaks by its employees was essentially prohibited because Defendants
19 were more concerned about their profit margin, than its own employees' welfare. As
20 such, Plaintiffs and Class members could not take any thirty (30) minute uninterrupted
21 meal breaks without the risk of being reprimanded or terminated.
- 22 53. Because Defendants failed to afford proper meal periods, they are liable to Plaintiffs
23 and Class members for one hour of additional pay at the regular rate of compensation
24 for each workday that the proper meal periods were not provided, pursuant to Cal.
25 Labor Code Section 226.7(b) and applicable IWC wage order, Section 11(B).
- 26 54. By violating Cal. Labor Code Section 226.7 and 512, and applicable wage order,
27 Section 11, Defendants are also liable to Plaintiffs and Class members for reasonable
28 attorneys' fees and costs under Cal. Labor Code Section 218.5.

THIRD CAUSE OF ACTION

Failure to Pay All Overtime Wages Earned (*violation of Labor Code Sections 510 and 1194, 1194.2 and IWC Wage Order No. 5-2001 and 16-2001*)

(By Plaintiffs and Class Members Against all Defendants)

55. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated herein, the material allegations set forth in paragraphs 1 through 54 of this Complaint.
56. At all relevant times during the applicable limitations period, Plaintiffs and Class members have been non-exempt employees of Defendants and entitled to the benefits of Cal. Labor Code Sections 510 and 1194 and the pertinent Wage Order.
57. Section 2 of the Wage Order defines hours worked as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”
58. In relevant part, Section 3 of the Wage Order 13-2001 states: (A) Daily Overtime-General Provisions:
- (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
- (a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
- (b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee’s regular hourly salary as one fortieth (1/40) of the employee’s weekly salary.

- 1 59. Cal. Labor Code Section 510 states: “Eight hours of labor constitutes a day’s work. Any
2 work in excess of eight hours in one workday and any work in excess of 40 hours in
3 any one workweek and the first eight hours worked on the seventh day of work in any
4 one workweek shall be compensated at the rate of no less than one and one-half times
5 the regular rate of pay for an employee. Any work in excess of 12 hours in one day
6 shall be compensated at the rate of no less than twice the regular rate of pay for an
7 employee. In addition, any work in excess of eight hours on any seventh day of a
8 workweek shall be compensated at the rate of no less than twice the regular rate of pay
9 of an employee. Nothing in this section requires an employer to combine more than one
10 rate of overtime compensation in order to calculate the amount to be paid to an
11 employee for any hour of overtime work.”
- 12 60. With respect to overtime wages, the regular rate of pay under California law must
13 include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
14 2002.06.14 (quoting 29 U.S.C. Section 207(e)). This requirement includes, but is not
15 limited to, commissions and nondiscretionary bonuses. See *Huntington Memorial*
16 *Hosp. v. Superior Court* (2005) 131 Cal App. 4th 893, 904-05.
- 17 61. During the relevant timeframe, Plaintiffs and Class members worked more than 8 hours
18 a day and more than 40 hours a week and were not paid all the overtime wages they
19 were entitled to.
- 20 62. Plaintiffs and Class members have been damaged in a sum to be proven and request
21 relief as described below.

22 **FOURTH CAUSE OF ACTION**

23 ***Failure to Pay Minimum Wage, Pay for all Wages Earned (Labor Code Section 204, 24 1194 and 1197) and IWC 5-2001 and 16-2001);***

25 *(By Plaintiffs and Class Members Against all Defendants)*

- 26 63. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated
27 herein, the material allegations set forth in paragraphs 1 through 62 of this Complaint.
- 28 64. Cal. Labor Code Section 204 requires California employers to pay employees for all
wages earned.
65. Defendants failed to compensate Plaintiffs and Class members for all hours worked,
including, but not limited to, the hours worked during their meal and rest breaks, as

1 well as overtime pay and additional hours worked off the clock (in order to inspect the
2 machinery, assemble tools for the day's work, and then put them away), and for which
3 they did not receive the proper compensation under the law.

- 4 66. Plaintiffs and Class members have been damaged in a sum to be proven and requests
5 relief as described below.

6 **FIFTH CAUSE OF ACTION**

7 **Failure to maintain and produce accurate payroll records; violation of California Labor 8 Code Sections 226(a) and 1174 and 1198.5 and IWC 5-2001 and 16-2001**

9 *(By Plaintiffs and Class Members Against all Defendants)*

- 10 67. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated
11 herein, the material allegations set out in paragraphs 1 through 66 of this Complaint.
12 68. Cal. Labor Code Section 226(a), applicable IWC such as wage order No. 5-2001 and
13 16-2001, Section 7(A), and Cal. Labor Code Section 1174 require employers to
14 maintain accurate payroll records and to provide semi-monthly or at the time of each
15 payment of wages to furnish each employee with a statement itemizing, among other
16 things, the total hours worked by the employee.
17 69. Defendants have violated Cal. Labor Code Sections 226(a) and 1174, 1198.5 and
18 applicable IWC wage order such as WO No. 5, Section 7(A) by willfully failing to keep
19 required personnel and payroll records showing the actual hours worked each day by
20 Plaintiffs and Class members. As a direct and proximate result of Defendants' failure to
21 maintain accurate payroll records, Plaintiffs and Class members have suffered
22 economic harm as they have been precluded from accurately monitoring the number of
23 hours worked and thus seeking payment for all hours worked, as well as for all the
24 missed meal periods and rest breaks.
25 70. Plaintiffs and Class members have been damaged in a sum to be proven and request
26 relief as described below.

27 **SIXTH CAUSE OF ACTION**

28 **Failure to pay wages upon separation (Labor Code Sections 201-203)**

(By Plaintiffs and Class Members Against all Defendants)

71. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated
herein, the material allegations set out in paragraphs 1 through 70 of this Complaint.

- 1 72. Labor Code sections 201 – 203 provide that if an employer discharges an employee, the
2 wages earned and unpaid at the time of discharge are due and payable immediately, and
3 that if an employee voluntarily leaves his or her employment, his or her wages shall
4 become due and payable not later than seventy-two (72) hours thereafter; unless the
5 employee had given seventy-two (72) hours previous notice of his or her intention to
6 quit, in which case the employee is entitled to his or her wages at the time of quitting.
7 Labor Code section 203 provides that if an employer willfully fails to pay wages owed,
8 in accordance with Labor Code sections 201 and 202, then the wages of the employee
9 shall continue as a penalty from the due date, and at the same rate until paid or until an
10 action is commenced; but the wages shall not continue for more than thirty (30) days.
- 11 73. During the relevant time period, Defendants failed to pay Plaintiffs and Class members,
12 who are no longer employed by Defendant, their final paycheck (inclusive of
13 compensation for all hours worked, and compensation for missed rest and meal breaks,
14 and sick days) either at the time of discharge, or within seventy-two (72) hours of their
15 leaving Defendant’s employ in violation of Labor Code section 201 – 203.
- 16 74. Plaintiffs and Class members have been damaged in a sum to be proven and request
17 relief as described below.

18 **SEVENTH CAUSE OF ACTION**

19 **Unlawful Discrimination Based on Violation of *California Government Code* § 12940**

20 *(By Plaintiffs Belmontes and Rios, Against All Defendants)*

- 21 75. Plaintiffs Belmontes and Rios re-allege and incorporate by reference the allegations
22 contained in paragraphs 1 through 74 above as though fully set forth.
- 23 76. At all times herein set forth, *California Government Code* § 12926(d) provides:
24 “‘Employer’ includes any person regularly employing five or more persons, or any
25 person acting as an agent of an employer, directly or indirectly, the state or any political
26 or civil subdivision of the state, and cities”
- 27 77. Defendants employ more than five employees. Defendants violated Cal. Gov. Code §
28 12940. Defendants discriminated against Plaintiffs. As a result of Defendants’ acts,
Plaintiffs have suffered and will continue to suffer damages, including lost wages, lost
benefits, as well as other pecuniary and physical and emotional injuries. The amount of
Plaintiffs’ damages will be ascertained at trial.

- 1 78. Plaintiffs are legally protected from disability discrimination and discrimination against
2 medical leave.
- 3 79. Defendants wrongfully terminated Plaintiff, Edgar Belmontes, on July 6, 2019.
4 Plaintiff Belmontes had suffered work related injuries to his back in March of 2018
5 while planting flowers. Plaintiff Belmontes and two witnesses reported the injury to
6 Defendants, who gave Belmontes a week off work in order to recuperate. However,
7 Plaintiff Belmontes continued to have painful and persistent back pain, which required
8 medical treatment and work accommodations. Plaintiff Belmontes made several
9 requests to Defendants to provide him with medical treatment and work
10 accommodations. However, Defendants failed and refused to accommodate Plaintiff,
11 and instead chose to terminate his employment.
- 12 80. Defendants wrongfully terminated Plaintiff, Igor Junior Jimenez Rios, after he took
13 time off to attend to his mother, who was having a medical emergency. Despite
14 informing Defendants that he was unable to reach out to them due to the medical
15 emergency, Defendants disciplined him and ultimately terminated his employment.
16 Defendants terminated Plaintiff, Igor Junior Jimenez Rios, on March 7, 2020.
17 Defendants had written up Plaintiff Rios on several occasions for missed absences,
18 even though the absences were protected by laws such as FMLA leave. For example,
19 Defendants issued a write up to Plaintiff for failing to attend work on January 13, 2020,
20 even though he was attending to his mother who had a medical emergency and was in
21 the hospital.
- 22 81. In committing the foregoing acts, Defendants are guilty of oppression, fraud, and/or
23 malice under California Civil Code Section 3294, thereby entitling Plaintiffs to punitive
24 damages in an amount to be proven at trial. Defendants' employees committed the acts
25 of oppression, fraud, and/or malice. Defendants, had advance knowledge of each
26 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified
27 the wrongful conduct for which an award of punitive damages is sought. The advance
28 knowledge and conscious disregard, authorization, ratification, or act of oppression,
fraud and/or malice, was committed by or on part of an officer, director, or managing
agent of each of the Defendants. Therefore, Plaintiffs are entitled to punitive damages
against Defendants.

1 82. FEHA provides for an award of reasonable attorneys' fees and costs incurred by a
2 prevailing Plaintiff in an action brought under its provisions. Plaintiffs have employed
3 and will continue to employ attorneys for the initiation and prosecution of this action.
4 Plaintiffs have incurred and will continue to incur attorneys' fees and costs. Plaintiffs
5 are entitled to an award of reasonable attorneys' fees and costs since Defendants
6 discriminated against Plaintiff Belmontes due to his disability and Plaintiff Rios due to
7 taking medical leave. Plaintiffs have been damaged in a sum to be proven. Plaintiffs
8 have filed complaints and received Right to Sue Letters from the Department of Fair
9 Employment and Housing which is attached hereto as **Exhibit "A"**.

11 **EIGHTH CAUSE OF ACTION**

12 **Wrongful Termination in Violation of Public Policy**

13 *(By Plaintiffs Belmontes and Rios, against all Defendants)*

14 83. Plaintiffs Belmontes and Rios incorporate by reference and re-allege, as if fully stated
15 herein, the material allegations set out in paragraphs 1 through 82 of this Complaint.

16 84. "Public policy" has been defined broadly to mean "that principle of law which holds
17 that no citizen can lawfully do that which has a tendency to be injurious to the public or
18 against the public good" [*Petermann v. International Brotherhood of Teamsters* (1959)
19 174 Cal. App. 2d 184, 188, 344 P.2d 25]. An employer discharging an employee's
20 employment based on the employee's medical condition is a violation of Public Policy
21 because "disability discrimination" and "medical leave" is supported by either
22 constitutional or statutory provisions; it inures to the benefit of the public at large rather
23 than serving merely the interests of the individual; is articulated at the time of the
24 discharge; and California's policy against disability discrimination and medical leave is
25 "substantial and fundamental."

26 85. Defendants terminated Plaintiff, Edgar Belmontes, in July of 2019. Defendants refused
27 to provide medical treatment and work accommodations to Plaintiff Belmontes in
28 connection with his work injury of March, 2018. Defendants were aware of the injury,

1 and despite Plaintiff's consistent complaints of back pain, Defendants ignored Plaintiff
2 and ultimately terminated his employment.

3 86. Defendants terminated Plaintiff, Igor Junior Jimenez Rios, on March 7, 2020.
4 Defendants had written up Plaintiff Rios on several occasions for missed absences,
5 even though the absences were protected by laws such as FMLA leave. For example,
6 Defendants issued a write up to Plaintiff for failing to attend work on January 13, 2020,
7 even though he was attending to his mother who had a medical emergency and was in
8 the hospital.

9 87. Plaintiff Belmontes is informed and under the belief that his disability was the cause of
10 the Defendants' discrimination against him, and Plaintiff Rios is informed and under
11 the belief that his medical leave was the cause of Defendant's discrimination against
12 him.

13 88. Therefore, Plaintiffs allege that Defendants have terminated their employment in
14 violation of Public Policy. Plaintiffs allege that as a direct and proximate result of
15 Defendants' wrongful conduct (Plaintiffs' employment being terminated on the above
16 described basis); Plaintiffs have now sustained monetary damages and severe emotional
17 distress in an amount to be proven at trial.

18 89. Each of the wrongful and deliberated acts committed by Defendants, as herein alleged,
19 were acts that constitute oppression and malice because they were committed with the
20 sole intent to discharge Plaintiffs from their employment.

21 90. Plaintiffs are informed and believe and thereon allege that each of the oppressive and
22 malicious acts committed by Defendants, as herein above alleged, were committed
23 and/or ratified by Defendants and their directors, officers, managing employees, and
24 therefore, Plaintiffs are entitled to an award of punitive damages against Defendants
25 and each of them.

26 **NINTH CAUSE OF ACTION**

27 **Violation of *California Government Code § 12940(h)* Wrongful Termination-** 28 **Retaliatory Termination**

(By Plaintiffs Belmontes and Rios, against all Defendants)

- 1 91. Plaintiffs Belmontes and Rios incorporate by reference and re-allege, as if fully stated
2 herein, the material allegations set out in paragraphs 1 through 90 of this Complaint.
- 3 92. Defendants retaliated against Plaintiffs in the terms, conditions and existence of
4 Plaintiffs' employment after Plaintiffs opposed practices of Defendants forbidden by
5 FEHA, Govt. Code §§ 12900-12996, including but not limited to Govt. Code §§ 12940,
6 12945.2 (employment discrimination). Defendants' retaliation violated Govt. Code §
7 12940, including subsection (h).
- 8 93. During his employment, Plaintiff Belmontes sustained work-related injuries requiring
9 medical treatment and work accommodations. Plaintiff Belmontes demanded medical
10 treatment and work accommodations, but Defendants failed and refused to comply, and
11 instead retaliated by terminating his employment.
- 12 94. During his employment, Plaintiff Rios took medical leave in order to attend to his
13 mother, who was suffering from a medical emergency. In retaliation for taking time
14 off, Defendants wrongfully terminated his employment on March 7, 2020.
- 15 95. Defendants' wrongful conduct proximately caused Plaintiffs to suffer general and
16 special damages in an amount to be proven.
- 17 96. Under Labor Code § 6310 Plaintiffs are entitled to injunctive relief including
18 reinstatement and reimbursement of lost wages and benefits.
- 19 97. Plaintiffs have been required to hire The Law Offices of Farrah Mirabel, and is entitled
20 to recover reasonable attorney fees.
- 21 98. Plaintiff Belmontes alleges that Defendants' terminating his employment for
22 demanding medical treatment and work accommodations was done with malice and
23 oppression because they were meant to retaliate against Plaintiff Belmontes for
24 exercising his right to obtain workers' compensation benefits. In addition, Plaintiff Rios
25 alleges that Defendants' terminating his employment for taking medical leave was done
26 with malice and oppression because they were meant to retaliate against him for
27 exercising his right to medical leave under FMLA and other such laws. These
28 oppressive and malicious acts, as herein above alleged, were committed by Defendants

and/or each of them through their Directors, Officers, Managing Employees, were ratified by Defendants and each of them at the time these acts were being committed.

99. Plaintiffs are entitled to damages in an amount according to proof at trial and punitive damages in an amount sufficient to deter and punish Defendants and each of them pursuant to Civil Code § 3294.

TENTH CAUSE OF ACTION

Violation of *California Government Code* § 12940 (m) – Wrongful Termination

Failure to Accommodate

(By Plaintiff Belmontes against all Defendants)

100. Plaintiff Belmontes incorporates by reference and re-allege, as if fully stated herein, the material allegations set out in paragraphs 1 through 99 of this Complaint.

101. Defendants terminated Plaintiff Belmontes in July of 2019. Plaintiff Belmontes had a back injury. Defendants provided Plaintiff Belmontes with a week off from work. However, his symptoms were chronic and he repeatedly requested medical treatment and work accommodations. Defendants failed and refused to provide medical treatment or any workers' compensation benefits. Plaintiff Belmontes was in need of medical treatment and work accommodations; however, Defendants failed to make reasonable accommodations for Plaintiff's disabilities, and instead terminated his employment. This violated Govt. Code § 12940, including subsection (m).

102. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special and statutory damages in an amount to be proven. Plaintiff has been required to hire the Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.

103. Plaintiff alleges that Defendants' refusal to grant his accommodations and terminating his employment were acts that constitute oppression and malice because they were committed with the sole intent of depriving him of being employed and causing injuries to him. These oppressive and malicious acts, as herein above-alleged, were committed by Defendants and/or each of them through their Directors, Officers, Managing Employees, were ratified by Defendants and each of them at the time these acts were being committed.

1 Therefore, Plaintiff is entitled to damages in an amount according to proof at trial and
2 punitive damages in an amount sufficient to deter and punish Defendants and each of them
3 pursuant to Civil Code § 3294.

4 104. Plaintiff alleges that as a direct and proximate result of Defendants wrongful conduct
5 (Plaintiff being terminated based on his disability), they have now sustained monetary
6 damages and severe emotional distress.

7 **ELEVENTH CAUSE OF ACTION**

8 **Violation of *California Government Code* § 12940 (n) – Wrongful Termination**

9 **Failure to Engage in the Interactive Process**

10 *(By Plaintiff Belmontes against all Defendants)*

11 105. Plaintiff Belmontes incorporates by reference and re-allege, as if fully stated herein, the
12 material allegations set out in paragraphs 1 through 104 of this Complaint.

13 106. Plaintiff suffered a work injury while working for Defendants, and was in need of
14 medical treatment and work accommodations. However, Defendants failed and refused to
15 provide any work accommodations. Defendants failed to engage in a timely, good faith,
16 interactive process with Plaintiff to determine effective, reasonable accommodations for his
17 disability. Instead, they terminated Plaintiff Belmontes' employment. This violated Govt.
18 Code § 12940, including subsection (n).

19 107. Defendants' wrongful conduct proximately caused Plaintiff Belmontes to suffer
20 general, special and statutory damages in an amount to be proven. Plaintiff was forced to
21 hire the Law Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.

22 108. Plaintiff Belmontes alleges that Defendants refused to acknowledge and accept his need
23 for accommodations due to his disability, and instead terminated his employment. Such
24 acts constitute oppression and malice because they were committed with the sole intent of
25 depriving Plaintiff of receiving proper medical care and also deprive him of being
26 employed and causing injuries to Plaintiff. These oppressive and malicious acts, as herein
27 above-alleged, were committed by Defendants and/or each of them through their Directors,
28 Officers, Managing Employees, were ratified by Defendants and each of them at the time

1 these acts were being committed. Therefore, Plaintiff is entitled to damages in an amount
2 according to proof at trial and punitive damages in an amount sufficient to deter and punish
3 Defendants and each of them pursuant to Civil Code § 3294.

4 **TWELFTH CAUSE OF ACTION**

5 **Failure to pay for sick days (*Violation of Labor Code §246(a)*)**

6 *(By Plaintiffs and Class Members Against all Defendants)*

7 109. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated
8 herein, the material allegations set out in paragraphs 1 through 108 of this Complaint.

9 110. Cal. Labor Code Section 246(a) provides: (a) (1) An employee who, on or after July 1,
10 2015, works in California for the same employer for 30 or more days within a year
11 from the commencement of employment is entitled to paid sick days as specified in this
12 section.

13 111. Defendants failed and refused to pay Plaintiffs and Class members for their sick days.
14 Plaintiffs and Class members have been damaged in a sum to be proven and request
15 relief as described below.

16 **THIRTEENTH CAUSE OF ACTION**

17 **(Violation of Labor Code §1102.5)**

18 *(By Plaintiffs Belmontes and Rios Against all Defendants)*

19 112. Plaintiffs Belmontes and Rios incorporate by reference and re-allege, as if fully
20 stated herein, the material allegations set forth in paragraphs 1 through 111 of this
21 Complaint.

22 113. Labor Code section 1102.5 states: (a) An employer, or any person acting on
23 behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or
24 policy preventing an employee from disclosing information to a government or
25 law enforcement agency, to a person with authority over the employee, or to
26 another employee who has authority to investigate, discover, or correct the
27 violation or noncompliance, or from providing information to, or testifying
28 before, any public body conducting an investigation, hearing, or inquiry, if the
employee has reasonable cause to believe that the information discloses a

1 violation of state or federal statute, or a violation of or noncompliance with a
2 local, state, or federal rule or regulation, regardless of whether disclosing the
3 information is part of the employee's job duties.

4 (b) An employer, or any person acting on behalf of the employer, shall not
5 retaliate against an employee for disclosing information, or because the employer
6 believe that the employee disclosed or may disclose information, to a government
7 or law enforcement agency, to a person with authority over the employee or
8 another employee who has the authority to investigate, discover, or correct the
9 violation or noncompliance, or for providing information to, or testifying before,
10 any public body conducting an investigation, hearing, or inquiry, if the employee
11 has reasonable cause to believe that the information discloses a violation of state
12 or federal statute, or a violation of or noncompliance with a local, state, or federal
13 rule or regulation, regardless of whether disclosing the information is part of the
14 employee's job duties.

15 (c) An employer, or any person acting on behalf of the employer, shall not
16 retaliate against an employee for refusing to participate in an activity that would
17 result in a violation of state or federal statute, or a violation of or noncompliance
18 with a local, state, or federal rule or regulation.

19 114. Plaintiffs were not able to take statutory breaks and were forbidden to complain
20 about it or report to the other employees to correct the violation. Plaintiffs were
21 not paid for all the hours they worked.

22 115. Defendants terminated Plaintiffs' employment because they believed that
23 Plaintiffs disclosed or may disclose information, to a government or law
24 enforcement agency, to a person with authority over the employee or another
25 employee who has the authority to investigate, discover, or correct the violation or
26 noncompliance, or for providing information to, or testifying before, any public
27 body conducting an investigation, hearing, or inquiry.
28

1 116. Plaintiffs have been damaged in a sum to be proven and requests relief as
2 described below.

3 **FOURTEENTH CAUSE OF ACTION**

4 **Violation of *California* (Violation of Labor Code §233)– Wrongful Termination**

5 *(By Plaintiff Rios against all Defendants)*

6 117. Plaintiff, Igor Junior Jimenez Rios, incorporates by reference and re-alleges, as if fully
7 stated herein, the material allegations set out in paragraphs 1 through 116 of this
8 Complaint.

9 118. Plaintiff's mother had health issues, and Plaintiff required sick leave to attend to his
10 mother. Defendants terminated Plaintiff, Igor Junior Jimenez Rios, on March 7, 2020.
11 Defendants had written up Plaintiff Rios on several occasions for missed absences,
12 even though the absences were protected by laws such as FMLA leave. For example,
13 Defendants issued a write up to Plaintiff for failing to attend work on January 13, 2020,
14 even though he was attending to his mother who had a medical emergency and was in
15 the hospital.

16 119. Defendants refused to respect the law for Plaintiff's entitlement to use sick leave to be
17 with his sick mother. Defendants ignored his need for sick and medical leave to be with
18 his sick mother and fired him for his absences. This violated the applicable California
19 law.

20 120. Defendants' wrongful conduct proximately caused Plaintiff to suffer general, special
21 and statutory damages in an amount to be proven. Plaintiff was forced to hire the Law
22 Offices of Farrah Mirabel, and is entitled to recover reasonable attorney fees.

23 121. Plaintiff alleges that Defendants refused to acknowledge and accept his need for
24 accommodations. Plaintiff sought accommodations, but instead was terminated. Such acts
25 constitute oppression and malice because they were committed with the sole intent of
26 depriving Plaintiff to be able to work and also to be with his mother in need of medical care
27 and also deprive him of being employed and causing injuries to Plaintiff. These oppressive
28 and malicious acts, as herein above-alleged, were committed by Defendants and/or each of

them through their Directors, Officers, Managing Employees, were ratified by Defendants and each of them at the time these acts were being committed. Therefore, Plaintiff is entitled to damages in an amount according to proof at trial and punitive damages in an amount sufficient to deter and punish Defendants and each of them. Therefore, Plaintiff is entitled to damages in an amount according to proof at trial and punitive damages in an amount sufficient to deter and punish Defendants and each of them pursuant to Civil Code § 3294.

122. Plaintiff is entitled to reinstatement pursuant to labor code section 233(d).

123. Plaintiff is entitled to attorneys' fees pursuant to labor code section 233(e).

FIFTEENTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, et seq.

(By Plaintiffs and Class Members Against all Defendants)

124. Plaintiffs and Class members incorporate by reference and re-allege, as if fully stated herein, the material allegations set out in paragraphs 1 through 123.

125. California Business & Professions Code Section 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

126. California Business & Professions Code Section 17204 allows “any person acting for the interest of itself, its members or the general public” to prosecute a civil action for violation of the UCL.

127. Beginning at an exact date unknown to Plaintiffs, but at least four years prior to the filing of this action, Defendants have improperly, fraudulently, and unlawfully failed to provide Plaintiffs with meal and rest breaks, failed to provide compensation for the missed meal and rest breaks, failed to provide compensation for all hours worked and all wages earned, failed to pay compensation for all over-time hours worked, failed to pay for sick days, and provided Plaintiffs with inaccurate wage statements, and have thereby committed unlawful, unfair, and/or fraudulent business acts and practices as defined by California Business & Professions Code Section 17200, by engaging in the following:

i. Failing and refusing to provide meal periods to Plaintiffs and similarly situated employees;

- ii. Failing to pay all accrued meal period break compensation to the employees;
- iii. Failing and refusing to provide rest periods to Plaintiffs and similarly situated employees;
- iv. Failing to pay all accrued rest period break compensation to the employees;
- v. Failing to pay all accrued overtime compensation to the employees;
- vi. Failing to pay to the employees for all hours worked;
- vii. Failing to maintain accurate payroll record and provide accurate itemized wage statement to Plaintiffs and similarly situated employees;
- viii. Failing to pay accurate wages for its employees' final paycheck;
- ix. Failed to pay accrued sick days to Plaintiffs and Class members/
- x. Failing to pay at least minimum wage for all hours worked.

The violation of these laws serves as unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of California Business and Professions Code Section 17200.

128. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts and practices described herein, Defendants have received and continue to hold ill-gotten gains belonging to Plaintiffs. As a direct and proximate result of Defendants' unlawful business practices, Plaintiffs have suffered economic injuries including, but not limited to, compensation for missed meal periods, rest breaks, sick days, and over-time hours worked. Defendants have profited from their unlawful, unfair, and/or fraudulent acts and practices in failing to provide meal period and rest break compensation to Plaintiffs, as well as compensation for over-time hours worked.

129. Plaintiffs are entitled to restitution pursuant to California Business & Professions Code Sections 17203 and 17208 for all meal period and rest break compensation, unpaid wages and interest since four years prior to the filing of this action.

130. Plaintiffs are entitled to enforce all applicable penalty provisions of the California Labor Code pursuant to California Business & Professions Code Section 17202.

131. Plaintiffs' success in this action will enforce important rights affecting the public interest. In this regard, Plaintiffs sue on behalf of themselves and the general public. Plaintiffs seek and are entitled to unpaid compensation, declaratory and injunctive relief, civil penalties, and any other appropriate remedy.

132. Injunctive relief is necessary and appropriate to prevent Defendants from continuing and repeating their unlawful, unfair and fraudulent business acts and practices alleged above.

1 133. In order to prevent Defendants from profiting and benefitting from their wrongful and
2 illegal acts and continuing those acts, an order requiring Defendants to disgorge all the profits and
3 gains they have reaped and restore such profits and gains to the Plaintiffs, from whom they were
4 unlawfully taken.

5 134. Plaintiffs have assumed the responsibility of enforcement of the laws and lawful claims
6 specified herein. There is a financial burden incurred in pursuing this action, which is in the public
7 interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal. Code of Civil
8 Procedure Section 1021.5.

9 135. By all of the said foregoing alleged conduct Defendants have committed, and are
10 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within the meaning
11 of Cal. Business & Professions Code Section 17200, et seq.

12 136. As a direct and proximate result of the unfair business practices described above,
13 Plaintiffs have suffered significant losses and Defendants have been unjustly enriched.

14 137. Pursuant to Cal. Business & Professions Code Section 17203, Plaintiffs are entitled to:
15 (a) restitution of money acquired by Defendants by means of their unfair business
16 practices, in amounts not yet ascertained but to be ascertained at trial; (b) injunctive
17 relief against defendants' continuation of their unfair business practices, and (c) a
18 declaration that defendants' business practices are unfair within the meaning of the
19 statute.

20 **SIXTEENTH CAUSE OF ACTION**

21 ***Civil Penalties Pursuant to Labor Code section 2699***

22 *(By Plaintiffs and Class Members Against all Defendants)*

23 138. Plaintiffs and Class members incorporate by reference and re-alleges, as if fully stated
24 herein, the material allegations set out in paragraphs 1 through 137 of this Complaint.

25 139. As a result of the actions alleged herein, Plaintiffs seek penalties under Labor Code
26 sections 2698 and 2699 because of Defendant's violation of Labor Code sections 201-
27 204, 210, 218.5, 225.5, 223, 226(b), 226.3, 226.7, 246(a), 558, 558.1, 1174, 1174.5,
28 1193.6, 1197, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 1119.5 and 2698-2699,
2699.5 which call for civil penalties.

140. For each such violation, Plaintiffs are entitled to penalties in an amount to be proven at
trial subject to the following formula:

(a) For \$100 for the initial violation per employee per pay period

(b) For \$200 for each subsequent violation per employee per pay period

141. Labor Code Section 2699.3 provides that “The aggrieved employee or representative shall give written notice by certified mail to the Labor and Workforce Development Agency and the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.”

142. Plaintiffs complied with Labor Code Section 2699.3. Written notice was served on Defendants in accordance with the provision of Section 2699.3 on June 18, 2020. To date, the California Labor and Workforce Development Agency has not provided Plaintiffs with a notice of intent to investigate these violations, and more than 65 days have since passed from the postmark date of the notice provided by Plaintiff. Attached to this complaint as **Exhibit “B”**, is a copy of the proof of mailing. Moreover, Defendants have failed to provide Plaintiffs with notice that it has cured the violations, will cure the violations now, or will cure the violations in the future. Consequently, pursuant to Labor Code Section 2699.3(a)(2)(A), Plaintiffs may proceed and file a complaint for penalties pursuant to Labor Code section 2699.

SEVENTEENTH CAUSE OF ACTION

Failure To Provide Workers’ Compensation Coverage

(By Plaintiff Belmontes against all Defendants)

143. Plaintiff Belmontes incorporates by reference and re-alleges, as if fully stated herein, the material allegations set forth in paragraphs 1 through 142 of this Complaint.

144. Labor Code section 3700 requires employers to secure the payment of compensation by stating that: Every employer except the state shall secure the payment of compensation in one or more of the following ways: (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

145. Labor Code section 3600 specifies the circumstances in which an employer is liable for compensation in a work-related injury. Labor Code section 3706 provides that “If any employer fails to secure the payment of compensation, any

injured employee or his dependents may bring an action at law against such employer for damages, as if this division did not apply.”

146. Prior to July 2019, Plaintiff Belmontes suffered from work-related injuries, during his employment. Defendants were aware of Plaintiff’s work related injury and disability. He had suffered a work related injury in March 2018 to his back, while working for Defendants. Plaintiff requested medical treatment and work accommodations.

147. Plaintiff reported to Defendants that he was experiencing a work-related injury causing him pain and in need of workers compensation coverage. Defendants did not provide Plaintiff with a claim form. Defendants did not refer him to the workers’ compensation insurer, if any, or offer to pay for his medical bills. Plaintiff had to seek treatment on his own and incurred paid-out-pocket for the medical bills.

148. Defendants retaliated against Plaintiff by terminating his employment on July 6, 2019.

149. Plaintiff has been damaged in a sum to be proven and requests relief as described below.

REQUEST FOR JURY TRIAL

Plaintiffs and class members demand a trial by jury of all issues in this action triable by a jury, including but not limited to issues of liability and damages.

PRAYER FOR RELIEF

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class; and
3. That counsel for Plaintiffs is appointed as Class counsel.
4. For general and special compensatory damages, according to proof;
5. For statutory damages;
6. For payments pursuant to *California Labor Code* § 226.7;
7. For payments pursuant to *California Code of Civil Procedure* § 338;

1 8. For reasonable attorney's fees and for costs of suit incurred herein pursuant to *Labor*
2 *Code* §§ 218.5, 226(e);

3 9. For pre-judgment interest on any unpaid wages from the date such amounts were due
4 pursuant to *California Labor Code* § 218.6;

5 10. For civil penalties pursuant to *Labor Code* § 558;

6 11. For the disgorgement of any and all “unpaid wages” and incidental losses, according to
7 proof;

8 12. For restitution of "unpaid wages" and pre-judgment interest from the day such amounts
9 were due and payable;

10 13. For reasonable attorney's fees pursuant to *Code of Civil Procedure* § 1021.5;

11 14. For exemplary and punitive damages;

12 15. For to injunctive relief including reinstatement, reimbursement of lost wages/benefits;

13 16. For such other and further relief as the court deems just and proper.
14

15 DATED: October 23, 2020

LAW OFFICES OF FARRAH MIRABEL

17 BY: /S/ Farrah Mirabel
18 Farrah Mirabel, Esq.
19 ATTORNEY FOR PLAINTIFFS
20
21
22
23
24
25
26
27
28

Exhibit “A”



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 24, 2020

Farrah Mirabel
1070 Stradella Rd
Los Angeles, California 90077

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202010-11612624
Right to Sue: Rios / BRIGHTVIEW LANDSCAPE SERVICES, INC.

Dear Farrah Mirabel:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 24, 2020

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202010-11612624
Right to Sue: Rios / BRIGHTVIEW LANDSCAPE SERVICES, INC.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 24, 2020

Igor Junior Jimenez Rios
2401 W. Roberta Ave #57
Fullerton, California 92833

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202010-11612624
Right to Sue: Rios / BRIGHTVIEW LANDSCAPE SERVICES, INC.

Dear Igor Junior Jimenez Rios:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective October 24, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**

6 Igor Junior Jimenez Rios

DFEH No. 202010-11612624

7 Complainant,

8 vs.

9 BRIGHTVIEW LANDSCAPE SERVICES, INC.
980 JOLLY ROAD, SUITE 300
BLUE BELL, California 19422

10 Respondents

11
12 1. Respondent **BRIGHTVIEW LANDSCAPE SERVICES, INC.** is an **employer BRIGHTVIEW**
13 **LANDSCAPE SERVICES, INC.** subject to suit under the California Fair Employment and
Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

14 2.

15 3. Complainant **Igor Junior Jimenez Rios**, resides in the City of **Fullerton**, State of
California.

16 4. Complainant alleges that on or about **March 7, 2020**, respondent took the
17 following adverse actions:

18 **Complainant was harassed** because of complainant's family care or medical leave (cfra)
(employers of 50 or more people).

19 **Complainant was discriminated against** because of complainant's family care or medical
20 leave (cfra) (employers of 50 or more people) and as a result of the discrimination was
terminated, denied any employment benefit or privilege, denied family care or medical leave
21 (cfra) (employers of 50 or more people).

22 **Complainant experienced retaliation** because complainant reported or resisted any form
of discrimination or harassment, requested or used leave under the California family rights
23 act or fmla (employers of 50 or more people) and as a result was terminated, denied family
care or medical leave (cfra) (employers of 50 or more people).
24

25 **Additional Complaint Details:** Defendant BRIGHTVIEW LANDSCAPE SERVICES, INC
26 employed Plaintiff, Igor Junior Jimenez Rios, as a non-exempt hourly employee beginning

1 October of 2018. Plaintiff Rios was employed as a general laborer doing landscaping and
2 gardening. He left in March 2019 but returned in December 2019 to resume his job. He was
3 paid \$13.00 per hour. His work as a general laborer was at minimum from 6:00 a.m. to 2:30
4 p.m., five days per week, from Monday through Friday.
5 Defendant wrongfully terminated Plaintiff, Igor Junior Jimenez Rios, on March 7, 2020, due
6 to absences from work. However, the absences were needed and justified due to court
7 appearance and medical leave that is protected under the law. For example, on January 13,
8 2020, Plaintiff Rios was unable to attend work due to a medical emergency of his mother.
9 Defendant issued a write up to Plaintiff Rios, despite the fact that he informed Defendant
10 that he was unable to call them due to the emergency. Instead of accommodating Plaintiff
11 Rios, Defendant terminated his employment.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 VERIFICATION

2 I, **Farrah Mirabel**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On October 24, 2020, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Los Angeles



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

October 24, 2020

Farrah Mirabel
1070 Stradella Rd
Los Angeles, California 90077

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202006-10428216
Right to Sue: / BRIGHTVIEW LANDSCAPE SERVICES INC.

Dear Farrah Mirabel:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

EDGAR BELMONTES

DFEH No. 202006-10428216

Complainant,

vs.

BRIGHTVIEW LANDSCAPE SERVICES INC.
980 JOLLY ROAD, SUITE 300
BLUE BELL, Pennsylvania 19422

BrightView Landscape Services Inc.
24151 Venrura Blvd
Calabasas, California 91302

Respondents

1. Respondent **BRIGHTVIEW LANDSCAPE SERVICES INC.** is an **employer BRIGHTVIEW LANDSCAPE SERVICES INC.** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **BrightView Landscape Services Inc.** as individual Co-Respondent(s).

3. Complainant **EDGAR BELMONTES**, resides in the City of **Santa Ana**, State of **California**.

4. Complainant alleges that on or about **July 6, 2019**, respondent took the following adverse actions:

Complainant was harassed because of complainant's family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental).

Complainant was discriminated against because of complainant's family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental) and as a result of the discrimination was terminated, denied any employment benefit or privilege, denied reasonable accommodation for a disability, denied family care or medical leave (cfra) (employers of 50 or more people).

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment, requested or used a disability-related accommodation,
3 participated as a witness in a discrimination or harassment complaint, requested or used
4 leave under the california family rights act or fmla (employers of 50 or more people) and as a
5 result was terminated, denied reasonable accommodation for a disability, denied family care
6 or medical leave (cfra) (employers of 50 or more people).

7 **Additional Complaint Details:** Edgar Belmontes, was employed by BRIGHTVIEW
8 LANDSCAPE SERVICES, INC as a non-exempt hourly employee beginning in November of
9 2016. Plaintiff Belmontes was employed as a general laborer doing landscaping and
10 gardening. He was paid \$16.50 per hour. His work as a general laborer was at minimum
11 from 5:30 a.m. to 2:30 p.m., five days per week, from Monday through Friday. Plaintiff
12 Belmontes worked an additional 20-30 minutes before clocking in each day, in order to test
13 the machines to make sure they are operating correctly, and prepare the tools he would
14 need for the day's work. In addition, he worked over 10 minutes after clocking out, in order
15 to remove and put away the tools. In March 2018, he hurt his back while planting flowers.
16 Employer gave him one week off but Edgar was having continuous back pain. He kept
17 complaining about his back pain and his need to receive medical treatment from his
18 employer and also the need to place a workers compensation claim. After the incident the
19 company did not send Edgar to a treating Doctor, but instead, Supervisor told him to take
20 one week off. Since Edgar Belmontes was in a lot of pain, he went to a clinic in Santa Ana,
21 and paid for consultation and medication himself. His employer kept ignoring his requests
22 and then terminated him on July 6, 2019.

1 VERIFICATION

2 I, **Farrah Mirabel**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On October 24, 2020, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 16, 2020

Farrah Mirabel
1070 Stradella Rd
Los Angeles, California 90077

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202006-10428216
Right to Sue: BELMONTES / BRIGHTVIEW LANDSCAPE SERVICES INC. et al.

Dear Farrah Mirabel:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 16, 2020

RE: **Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 202006-10428216

Right to Sue: BELMONTES / BRIGHTVIEW LANDSCAPE SERVICES INC. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 16, 2020

EDGAR BELMONTES
1215 W 6th street
Santa Ana, California 92703

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202006-10428216
Right to Sue: BELMONTES / BRIGHTVIEW LANDSCAPE SERVICES INC. et al.

Dear EDGAR BELMONTES,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective June 16, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

EDGAR BELMONTES

DFEH No. 202006-10428216

Complainant,

vs.

BRIGHTVIEW LANDSCAPE SERVICES INC.
980 JOLLY ROAD, SUITE 300
BLUE BELL, Pennsylvania 19422

BrightView Landscape Services Inc.
24151 Venrura Blvd
Calabasas, California 91302

Respondents

1. Respondent **BRIGHTVIEW LANDSCAPE SERVICES INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **EDGAR BELMONTES**, resides in the City of **Santa Ana** State of **California**.

3. Complainant alleges that on or about **July 6, 2019**, respondent took the following adverse actions:

Complainant was harassed because of complainant's family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental).

Complainant was discriminated against because of complainant's family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental) and as a result of the discrimination was terminated, denied reasonable accommodation for a disability, denied family care or medical leave (cfra) (employers of 50 or more people).

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, requested or used leave under the california family rights act or fmla (employers of 50 or more people) and as a result was terminated, denied reasonable accommodation for a disability, denied family care or medical leave (cfra) (employers of 50 or more people).

Additional Complaint Details: Edgar was employed in November 2016. After one year, in March 2017, he hurt his back while planting flowers. Employer gave him one week off but Edgar was having continuous back pain. He kept complaining about his back pain and his need to receive medical treatment from his employer and also the need to place a workers compensation claim. His employer kept ignoring his requests and then terminated him on July 6, 2019.

1 VERIFICATION

2 I, **Farrah Mirabel**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On June 16, 2020, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Los Angeles, CA**
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Exhibit “B”

Law Offices of
Farrah Mirabel
Attorney At Law
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

June 18, 2020

- VIA CERTIFIED U.S. MAIL -

Attn. PAGA Administrator
California Labor and Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

BRIGHTVIEW LANDSCAPE SERVICES, INC.
980 JOLLY ROAD, SUITE 300
BLUE BELL PA 19422

BRIGHTVIEW LANDSCAPE SERVICES, INC.
818 West Seventh Street
Suite 930
Los Angeles, CA 90017

BRIGHTVIEW LANDSCAPE SERVICES, INC.
24151 Ventura Blvd
Calabasas, CA 91302

BRIGHTVIEW LANDSCAPE SERVICES, INC.
1960 S Yale St
Santa Ana, CA 92704

***In Re: IGOR JUNIOR JIMENEZ RIOS, ALEJANDRO ARROYO, EDGAR
BELMONTES V. BRIGHTVIEW LANDSCAPE SERVICES, INC.***

Dear PAGA Administrator:

Our firm represents the interests of ***IGOR JUNIOR JIMENEZ RIOS, ALEJANDRO
ARROYO, EDGAR BELMONTES*** (Plaintiffs), ex employees of
BRIGHTVIEW LANDSCAPE SERVICES, INC. (“Defendant”).

Plaintiffs were laborers, doing landscaping, gardening, planting flowers and plants,
trimming, etc., as non-exempt hourly employees.

Plaintiff Igor Rios worked for Defendant for \$13/hour, Monday through Friday, 6 a.m. to 2:30 p.m., for the period of July 2019 till March 7, 2020, when he was laid off. His supervisor was Carlos Favela. He was forced to work 15 minutes before clocking in, preparing gardening and mowing machines and organizing tools. He never got paid for this off clock work. His meal breaks were interrupted by team leader and his superiors, Alex Arollo, and Carlos Favela.

Plaintiff Edgar Belmontes was employed by Defendant for the period of November 2016 to June 2019 as a landscaper/laborer/team leader for \$16.50/hour, working Monday through Friday 5:30 a.m. to 2:30 p.m. Not only he was doing landscaping chores but also he was in charge of fixing the gardening/mowing machines since he had the skills of a mechanic too. His superiors and managers were Allen Akau and Jose Contreras. He was forced to work about 30 minutes before clocking in, fixing and maintaining the machines and preparing the tools and then working another about 15 minutes after clocking out to unload the tools and machines from the truck. He never got paid for these 30 minutes of daily off clock work. His meal breaks were being interrupted by his superior Jose Contreras repeatedly, when Jose kept warning him that the City would check his performance and completion of his job and there was no time to take full meal breaks or any rest breaks. His meal breaks maximum duration was only 15 minutes. He was told by his supervisors to clock in and out via his phone for meal break at 11:30 a.m. to 12 p.m., no matter if he could take it or not, otherwise he would get punished for not doing so. He was also told that he should not work more than 8 hours a day and that is the reason he was forced to work off clock without getting paid. However, at times he could not clock out sharp at 8 hours of work and he was paid overtime but he was being reprimanded for clocking out after 8 hours of work a day shift.

Plaintiff Arroyo was working since April 2016 until end of May 2020, as a team leader, Monday through Friday, 6 a.m. to 2:30 p.m., for \$15.50/hour. His supervisor was also Carlos Favela. He was forced to work 15 minutes before clocking in, loading the truck with machines and tools and then working another 15 minutes after clocking out to unload the truck. He never got paid for these 30 minutes of daily off clock work for the same reason as other Plaintiffs; Defendant did not want to pay them overtime. His meal breaks were being interrupted by his superior manager Agustin Mendoza.

Plaintiffs were not allowed to leave the workplace for their meal period but were ordered to bring their own food to eat at work place. They were allowed to take only 10 to 15 minutes for their meal periods and not 30 minutes.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

Plaintiffs, on their own behalves and also on behalf of past and present employees, allege that they have the following claims since Defendant has violated the following labor code sections:

1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);
2. Violation of Labor Code §226.7, 512, and 1198 (Missed Meal Breaks);
3. Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked)
4. Violation of Labor Code § 204 (Failure to Pay All Wages Earned)
5. Violation of Labor Code § 226(a) and 1174 (Improper Wage Statements);
6. Violation of Bus. & Prof. Code § 17200, et seq. (Unfair Competition)
7. Violation of Labor Code §246(a), (Failure to pay for sick days)
8. Violation of Labor Code § 1174, 1198.5 and 226(b), (Failure to keep records)
9. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation)
10. Civil Penalties Pursuant to Labor Code section 2699 (PAGA penalties)

Plaintiffs claim individually and also on behalf of all past and present employees that they worked in excess of 8 hours work shift and 40 hours per week. Therefore, Plaintiffs were hired to work shifts of over four hours, but were not allowed to take a ten-minute, uninterrupted rest break for each 4 hours they worked. Plaintiffs worked during the rest periods either under the direction and supervision of Defendant, or with Defendant's knowledge and consent.

Furthermore, Defendant created schedules that made it difficult or impossible for Plaintiffs to take their rest breaks.

Also during their employment, Plaintiffs did not receive a thirty-minute, uninterrupted, off-duty meal break for every shift they worked that lasted more than five hours. Furthermore, Defendant created schedules that made it difficult or impossible for Plaintiffs to take their meal breaks in middle of their shift but only at the end of their working shifts. Also if they worked 10 hours a day they did not receive a second 30 minutes of meal break.

Plaintiffs received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to Plaintiffs for the missed rest and meal breaks, nor accounted for overtime pay for the interrupted or not taken meal breaks Plaintiffs had to work which made their working hours to become in excess of 8 hours per work shift and beyond 40 hours per week. Therefore, Defendant failed to maintain accurate payroll records, such that Plaintiffs were given wage statements that

did not accurately reflect the accurate hours worked and did not reflect the required and due compensation for all the hours worked and rest and meal breaks missed.

Plaintiffs' personnel files, wage statements, payroll records and other time records are required to be kept accurately as stated by Labor Code Section 1174 and the industrial Welfare Commission Wage Act, Labor Code Section 1198.5 and Labor Code Section 226 (b).

Plaintiffs claim that Defendant did not keep, maintain and maintain accurate and complete personnel file and time sheets and payroll information.

Defendant failed to provide Plaintiffs and all other past and present employees with uninterrupted rest breaks or meal breaks.

Defendant is understaffed and cannot possibly provide its employees including Plaintiffs with their statutory breaks. Furthermore, Plaintiffs claim that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest break and/or meal break. As a result, Defendant failed to pay its employees for all wages earned. Interestingly, Defendant deducted a minimum of .5 hour from each employee's wages for a meal break, which was constantly interrupted and not 30 minutes and employees were not relieved of all their duties.

Plaintiffs claim that because Defendant did not properly compensate its employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest break or meal break, and failed to pay them overtime for all hours worked in excess of 8 hours per day, the employees' wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiffs claim that Defendant provided all its past and present employees with improper wage statements.

Moreover, Defendant failed to compensate Plaintiffs and all past and present employees, at the required rate for each occasion in which Defendant failed to provide rest breaks and meal periods. As such, Defendant failed to pay for all the hours worked and pay all wages earned by Plaintiffs.

Plaintiffs claim that they did not timely receive wages owed to him upon the last date they worked. As a result, they claim a violation of Labor Code section 201-203 on behalf of themselves and all other employees who stopped working for the Defendant.

Defendants failed to pay Plaintiffs for all their sick days.

Plaintiffs claim that Defendant's conduct, as state herein, including not paying its employees all wages owed, including wages for all hours worked, overtime, missed meal and rest breaks, and not providing its employees with accurate wage statements,

compensation for sick days and not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiffs can be contacted through his attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Plaintiffs and other similarly situated individuals, past and present employees, may also be entitled to penalties pursuant to Labor Code section 2699, et seq.

On behalf of Plaintiffs, and all other past and present employees, our office will be filing a civil complaint against Defendant, alleging the above causes of action including PAGA claim and request damages pursuant to but not limited to the following labor code sections **210, 218.5, 225.5, 223, 226(b), 226.3, 226.7, 246(a), 558, 558.1, 1174, 1174.5, 1193.6, 1197, 1197.1, 1197.5, 1198, 1198.3, 1198.5, 1199, 119.5 and 2698-2699, 2699.5.**

Very truly yours,

LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brightview Landscape Services Inc.
980 Jolly Road - Suite 300
Blue Bell, PA 19422



9590 9402 5859 0038 9035 03

2. Article Number (Transfer from service label)

7020 0090 0000 6000 5560

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

MPC 19 2211

☐ Agent☐ Addressee

B. Received by (Printed Name)

BRIGHTVIEW INC

C. Date of Delivery

6/22

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®

- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

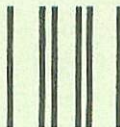
1 Mail

1 Mail Restricted Delivery

(500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 5859 0038 9035 03

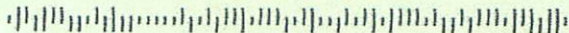
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Law Offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077

Re: Igor Junior Jimenez Rios etc. et al vs. Brightview
Landscap Inc.

77-260870



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brightview Landscape Services
Inc.
1960 S. Yale St.
Santa Ana, CA 92704



9590 9402 5859 0038 9034 73

2. Article Number (Transfer from service label)

7020 0090 0000 6000 5577

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Angie Trejo

☐ Agent☐ Addressee

B. Received by (Printed Name)

AL 442 C-19

C. Date of Delivery

6-23-20

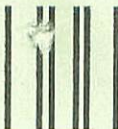
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ red Mail
- ☐ red Mail Restricted Delivery (r \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

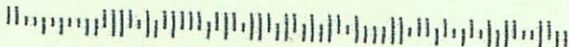
9590 9402 5859 0038 9034 73

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Law Offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077

Re: Isaac Junior Jimenez Rios et al vs. Bright
Landscape inc.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brightview Landscape Services Inc.
818 West Seventh St.
Los Angeles, CA 90017



9590 9402 5859 0038 9034 80

2. Article Number (Transfer from service label)

7020 0090 0000 6000 5584

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

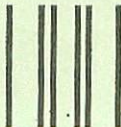
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (r \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

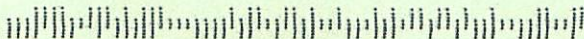
9590 9402 5859 0038 9034 80

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Law Offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077

etc al.
Re: Igor Junior Jimenez Rios VS. Brightview
Landscape Inc.



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brightview Landscape Serv. Inc.
24151 Ventura Blvd.
Cala basas, CA 91302



9590 9402 5859 0038 9034 35

e Number (Transfer from service label)

7020 0090 0000 6002 9702

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

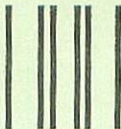
D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (\$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING # 9590 9402 5859 0038 9034 35



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 5859 0038 9034 35

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Law Offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077

Re: Edgar Belmontes v. Brightview Landscape Sv. Inc.

