

Matthew J. Matern (SBN 159798)
mmatern@maternlawgroup.com
Mikael H. Stahle (SBN 182599)
mstahle@maternlawgroup.com
Irina A. Kirnosova (SBN 312565)
ikirnosova@maternlawgroup.com
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for PLAINTIFF RODOLFO
RODRIGUEZ, on behalf of himself, and all
other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

RODOLFO RODRIGUEZ, on behalf of
themselves and all other aggrieved
employees,

PLAINTIFFS,

vs.

DYNAMIC AUTO IMAGES, INC., a
California corporation; AUTOMOTIVE
CREATIONS, INC., a California corporation;
EXPERT AUTOMOTIVE
RECONDITIONING, INC., a California
corporation; PRESTIGE AUTO
SPECIALISTS, INC., a California corporation;
THOMAS MILLER, an individual; EILEEN
MILLER, an individual; COREY ADAM
MILLER, ; TIFFANY LACE MILLER, an
individual; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2020-01176672-CU-OE-CXC

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

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

Assigned for All Purposes
Judge William Claster

CX-104

1 PLAINTIFF RODOLFO RODRIGUEZ (“PLAINTIFF”), on behalf of himself and all
2 other aggrieved employees, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of Defendants DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE CREATIONS,
6 INC., EXPERT AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO
7 SPECIALISTS, INC., THOMAS MILLER, EILEEN MILLER, COREY ADAM MILLER,
8 TIFFANY LACE MILLER and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”)
9 to recover penalties arising from unpaid wages earned and due, including but not limited to
10 unpaid and illegally calculated overtime compensation, illegal meal and rest period policies,
11 failure to pay all wages due to discharged or quitting employees, failure to maintain required
12 records, failure to provide accurate itemized wage statements, failure to timely pay wages during
13 employment, and failure to indemnify employees for necessary expenditures and/or losses
14 incurred in discharging their duties.

15 **JURISDICTION AND VENUE**

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

20 3. Venue is proper in this judicial district and the County of Orange, California,
21 because PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the
22 County of Orange, DEFENDANTS maintain offices and facilities and transact business in the
23 County of Orange, DEFENDANTS’ illegal policies and practices, which are the subject of this
24 action were applied, at least in part, to PLAINTIFF and other aggrieved employees in the County
25 of Orange, and many of DEFENDANTS’ unlawful actions and omissions, as set forth herein,
26 occurred in the County of Orange.

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PARTIES

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2 1. PLAINTIFF is a resident of the State of California. At times material to this
3 complaint, PLAINTIFF was employed by DEFENDANTS in the County of Orange, State of
4 California as a non-exempt employee.

5 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
6 DYNAMIC AUTO IMAGES, INC. (“DYNAMIC”) is, and at all times relevant hereto was, a
7 corporation organized and existing under the laws of the State of California. PLAINTIFF is
8 further informed and believes, and thereon alleges, that DYNAMIC is authorized to conduct
9 business in the State of California and does conduct business in the State of California.
10 Specifically, on information and belief, DYNAMIC maintains offices and conducts business in
11 the County of Orange, State of California.

12 3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
13 AUTOMOTIVE CREATIONS, INC. (“AUTOMOTIVE”) is, and at all times relevant hereto was,
14 a corporation organized and existing under the laws of the State of California. PLAINTIFF is
15 further informed and believes, and thereon alleges, that AUTOMOTIVE is authorized to conduct
16 business in the State of California and does conduct business in the State of California.
17 Specifically, on information and belief, AUTOMOTIVE maintains offices and conducts business
18 in the County of Orange, State of California.

19 4. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
20 EXPERT AUTOMOTIVE RECONDITIONING, INC. (“EXPERT”) is, and at all times relevant
21 hereto was, a corporation organized and existing under the laws of the State of California.
22 PLAINTIFF is further informed and believes, and thereon alleges, that EXPERT is authorized to
23 conduct business in the State of California and does conduct business in the State of California.
24 Specifically, on information and belief, EXPERT maintains offices and conducts business in the
25 County of Orange, State of California.

26 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
27 PRESTIGE AUTO SPECIALISTS, INC. (“PRESTIGE”) is, and at all times relevant hereto was,
28 a corporation organized and existing under the laws of the State of California. PLAINTIFF is

1 further informed and believes, and thereon alleges, that PRESTIGE is authorized to conduct
2 business in the State of California and does conduct business in the State of California.
3 Specifically, on information and belief, PRESTIGE maintains offices and conducts business in
4 the County of Indio, State of California.

5 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
6 THOMAS MILLER ("THOMAS MILLER") is, and at all times relevant to this action was, a
7 natural person who acted either individually or as an officer, agent, or employee of
8 DEFENDANTS DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE CREATIONS, INC.,
9 EXPERT AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO SPECIALISTS,
10 INC., or other DOE defendants. PLAINTIFF is further informed and believes, and thereon
11 alleges, that DEFENDANT THOMAS MILLER is, and at all times relevant to this action was, an
12 officer, agent, or employee of DEFENDANTS DYNAMIC AUTO IMAGES, INC.,
13 AUTOMOTIVE CREATIONS, INC., EXPERT AUTOMOTIVE RECONDITIONING, INC.,
14 PRESTIGE AUTO SPECIALISTS, INC., or other DOE defendants who violated or caused to be
15 violated the provisions of the California Labor Code and the applicable IWC Orders complained
16 of herein.

17 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
18 EILEEN MILLER ("EILEEN MILLER") is, and at all times relevant to this action was, a natural
19 person who acted either individually or as an officer, agent, or employee of DEFENDANTS
20 DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE CREATIONS, INC., EXPERT
21 AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO SPECIALISTS, INC., or other
22 DOE defendants. PLAINTIFF is further informed and believes, and thereon alleges, that
23 DEFENDANT EILEEN MILLER is, and at all times relevant to this action was, an officer, agent,
24 or employee of DEFENDANTS DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE
25 CREATIONS, INC., EXPERT AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO
26 SPECIALISTS, INC., or other DOE defendants who violated or caused to be violated the
27 provisions of the California Labor Code and the applicable IWC Orders complained of herein.

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1 8. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
2 COREY ADAM MILLER (“COREY MILLER”) is, and at all times relevant to this action was, a
3 natural person who acted either individually or as an officer, agent or employee of
4 DEFENDANTS DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE CREATIONS, INC.,
5 EXPERT AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO SPECIALISTS,
6 INC., or other DOE defendants. PLAINTIFF is further informed and believes, and thereon
7 alleges, that COREY MILLER is, and at all times relevant to this action was, an officer, agent, or
8 employee of DEFENDANTS DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE
9 CREATIONS, INC., EXPERT AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO
10 SPECIALISTS, INC., or other DOE defendants who violated or caused to be violated the
11 provisions of the California Labor Code and the applicable IWC Orders complained of herein.

12 9. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
13 TIFFANY LACE MILLER (“TIFFANY MILLER”) is, and at all times relevant to this action
14 was, a natural person who acted either individually or as an officer, agent, or employee of
15 DEFENDANTS DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE CREATIONS, INC.,
16 EXPERT AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO SPECIALISTS,
17 INC., or other DOE defendants. PLAINTIFF is further informed and believes, and thereon
18 alleges, that TIFFANY MILLER is, and at all times relevant to this action was, an officer, agent,
19 or employee of DEFENDANTS DYNAMIC AUTO IMAGES, INC., AUTOMOTIVE
20 CREATIONS, INC., EXPERT AUTOMOTIVE RECONDITIONING, INC., PRESTIGE AUTO
21 SPECIALISTS, INC., or other DOE defendants who violated or caused to be violated the
22 provisions of the California Labor Code and the applicable IWC Orders complained of herein.

23 10. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
24 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
25 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
26 DOE is in some manner highly responsible for the occurrences alleged herein, and that
27 PLAINTIFF and other aggrieved employees’ injuries and damages, as alleged herein, were
28 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the

1 court to amend this complaint to allege the true names and capacities of such DOE defendants
2 when ascertained.

3 11. At all relevant times herein, DEFENDANTS were the joint employers of
4 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
5 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
6 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
7 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
8 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
9 defendants, and each was the alter ego of the other.

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

22 13. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
23 of the acts and omissions alleged herein were performed by, and/or attributable to, all
24 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
25 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
26 and scope of said agency, employment, and/or direction and control.

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

PAGA REPRESENTATIVE ACTION ALLEGATIONS

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

16. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing on August 28, 2020 to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFF has not received any response from the LWDA. As PLAINTIFF has waited more than sixty-five (65) days from the August 28, 2020 postmark date of PLAINTIFF’s written notice before filing this action, PLAINTIFF has complied with all of the requirements set forth in Labor Code § 2699.3 to commence a representative action under PAGA.

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 11]

17. During the PENALTY PERIOD, as part of DEFENDANTS’ illegal policies and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to Labor Code §§ 226.7 and 512 and IWC Order No. 9-2001, § 11.

1 18. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
2 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
3 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
4 one additional hour of compensation at each employee's regular rate of pay for each workday that
5 a meal period was not provided.

6 **Failure to Provide Required Rest Periods**

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

8 19. At all times relevant herein, as part of DEFENDANTS' illegal policies and
9 practices to deprive their current and former non-exempt employees all wages earned and due,
10 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
11 required under Labor Code § 226.7, and IWC Wage Order No. 9-2001, § 12.

12 20. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 9-
13 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
14 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
15 compensation at each employee's regular rate of pay for each workday that a rest period was not
16 provided.

17 **Failure to Pay Overtime Wages**

18 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

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

26 22. PLAINTIFF and other aggrieved employees are current and former non-exempt
27 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
28 IWC Wage Order No. 9-2001. During the PENALTY PERIOD, DEFENDANTS failed to

1 compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
2 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other
3 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
4 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring,
5 suffering, or permitting PLAINTIFF and other aggrieved employees to work off the clock;
6 requiring, permitting, or suffering PLAINTIFF and other aggrieved employees to work through
7 meal breaks; illegally and inaccurately recording time in which PLAINTIFF and other aggrieved
8 employees worked; failing to properly maintain PLAINTIFF's and other aggrieved employees'
9 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period;
10 and other methods to be discovered.

11 23. DEFENDANTS have knowingly and willfully refused to perform their obligations
12 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
13 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 9-2001, § 3.

14 **Failure to Pay Minimum Wages**

15 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]**

16 24. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 9-
17 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
18 worked in a payroll period is unlawful.

19 25. During the PENALTY PERIOD and in violation of California Labor Code §§
20 1194 and 1197 and IWC Wage Order No. 9-2001, § 4, DEFENDANTS failed to pay PLAINTIFF
21 and other aggrieved employees the applicable minimum wages for all hours worked in a payroll
22 period by, among other things: requiring, suffering, or permitting PLAINTIFF and other
23 aggrieved employees to work off the clock; requiring, suffering, or permitting PLAINTIFF and
24 other aggrieved employees to work through meal breaks; illegally and inaccurately recording time
25 in which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
26 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
27 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods
28 to be discovered.

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

2 **[Cal. Labor Code § 204]**

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

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

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

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

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

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

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

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1 31. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
2 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
3 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

4 **Failure to Maintain Required Records**

5 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 9-2001, § 7]**

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

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

14 **[Cal. Labor Code § 226(a); IWC Wage Order No. 9-2001, § 7]**

15 33. During the PENALTY PERIOD, DEFENDANTS routinely failed and continue to
16 fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
17 wage statements in writing showing each employee's gross wages earned, total hours worked, the
18 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
19 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
20 employee is paid, the name of the employee and only the last four digits of his or her social
21 security number or employee identification number, the name and address of the legal entity or
22 entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in
23 effect during each pay period and the corresponding number of hours worked at each hourly rate,
24 in violation of California Labor Code § 226(a) and IWC Wage Order No. 9-2001 § 7.

25 34. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
26 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
27 wage statements in accordance with Labor Code § 226(a).

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35. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage statements as PLAINTIFF and other aggrieved employees could not promptly and easily determine from the wage statement alone one or more of the following: the gross wages earned, the total hours worked, all deductions made, the net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

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

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

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

[Cal. Labor Code § 2698, *et seq.*]

(Against All DEFENDANTS)

38. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 37.

39. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code § 2699(c), and proper representative to bring a civil action on behalf of himself and other current and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in

1 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more
2 of the alleged Labor Code violations was committed against PLAINTIFF during the PENALTY
3 PERIOD.

4 40. PLAINTIFF seeks to recover civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
6 Cal.4th 969. Thus, class certification is not required.

7 41. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
8 penalties from DEFENDANTS in a representative action for the violations set forth above,
9 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
10 512, 1174(d), 1194, 1197, 1198, and 2802.

11 42. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
12 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
13 provided, including but not limited to the following:

14 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
15 DEFENDANTS are subject to a civil penalty in the amount of one hundred dollars
16 (\$100) for the initial violation for each failure to pay each employee and two
17 hundred dollars (\$200) per employee for violations in subsequent pay periods.

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

23 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting on behalf
24 of an employer who violates, or causes to be violated, a section of this chapter or
25 any provision regulating hours and days of work in any order of the Industrial
26 Welfare Commission," including Labor Code §§ 510 and 512, shall be subject to a
27 civil penalty, in addition to any other penalty provided by law, of fifty dollars
28 (\$50) for initial violations for each underpaid employee for each pay period for

1 which the employee was underpaid and one hundred dollars (\$100) for each
2 subsequent violation for each underpaid employee for each pay period for which
3 the employee was underpaid. In addition, PLAINTIFF seeks civil penalties in the
4 amount sufficient to recover unpaid wages owed to aggrieved employees pursuant
5 to Labor Code § 558(a).

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

8 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be paid to
9 any employee a wage less than the minimum fixed by an order of the commission,
10 shall be subject to a civil penalty as follows: for any initial violation that is
11 intentionally committed, one hundred dollars (\$100) for each underpaid employee
12 for each pay period for which the employee is underpaid; and for each subsequent
13 violation of the same offense, two hundred fifty dollars (\$250) for each underpaid
14 employee for each pay period for which the employee is underpaid regardless of
15 whether the initial violation was intentionally committed.

16 43. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
17 penalty is not specifically provided, the following civil penalties are established: one hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
19 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
20 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
21 violations of Labor Code provisions for which a civil penalty is not specifically provided,
22 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

23 44. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
24 Labor Code § 2699(g)(1).

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1. For civil penalties according to proof, including but not limited to the amount of any unpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

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

DATED: December 30, 2020

MATERN LAW GROUP, PC



MATERN LAW GROUP
1230 ROSECRANS
AVENUE, STE 200
MANHATTAN
BEACH, CA 90266

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DATED: December 30, 2020

MATERN LAW GROUP, PC

WILLIAM

RODRIGUEZ, individually, and on behalf of
others similarly situated