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Attorneys for Plaintiff MARIA FELIX
individually, and on behalf of others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

MARIA FELIX, individually, and on behalf
of others similarly situated

Plaintiff,

vs.

EXECUTIVE FACILITIES SERVICES, INC.,
a corporation, and DOES 1 through 50,
inclusive,

Defendants

CASE NO.: CVRI2100452

FIRST AMENDED COMPLAINT

CLASS ACTION:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Maintain Required Records
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practice

REPRESENTATIVE ACTION:

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

DEMAND FOR JURY TRIAL

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1 quitting employees, failure to indemnify employees for necessary expenditures and/or losses
2 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure
3 to maintain required records, and interest, attorneys' fees, costs, and expenses.

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

10 **DEFENDANTS**

11 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
12 EXECUTIVE FACILITIES SERVICES, INC. is, and at all times relevant hereto was, a
13 California corporation organized and existing under the laws of the State of California.
14 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
15 EXECUTIVE FACILITIES SERVICES, INC. is authorized to conduct business in the State of
16 California, and does conduct business in the State of California. Specifically, DEFENDANT
17 EXECUTIVE FACILITIES SERVICES, INC. maintains offices and facilities and conducts
18 business in, and engages in illegal payroll practices or policies in, the County of Riverside, State
19 of California.

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

28 8. At all relevant times herein, DEFENDANTS were the joint employers of

1 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
2 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
3 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
4 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
5 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
6 Defendant, and each was the alter ego of the other.

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

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

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

26 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
27 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, damages, including
28 unpaid wages, loss of earnings, attorney's fees, interests and costs, in amounts as yet

1 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

2 **CLASS ACTION DESIGNATION**

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

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

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

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

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

17 **FIRST CAUSE OF ACTION**

18 **Failure to Provide Required Meal Periods**

19 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order Nos. 5-2001, § 11]**

20 **(Against all DEFENDANTS)**

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

23 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
24 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
25 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
26 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
27 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
28 § 226.7, 512 and IWC Order Nos. 5-2001, § 11.

1 16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
2 Order Nos. 5-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who
3 were not provided with a meal period, in accordance with the applicable wage order, one
4 additional hour of compensation at each employee's regular rate of pay for each workday that a
5 meal period was not provided.

6 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
7 1197, and IWC Wage Order Nos. 5-2001 by failing to compensate PLAINTIFF and CLASS
8 MEMBERS for all hours worked during their meal periods.

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

12 **SECOND CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order Nos. 5-2001, § 12]**

15 **(Against all DEFENDANTS)**

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

18 20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
20 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
21 California Labor Code §§ 226.7 and 512, and IWC Wage Order Nos. 5-2001, § 12.

22 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
23 Order Nos. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
24 provided with a rest period, in accordance with the applicable wage order, one additional hour of
25 compensation at each employee's regular rate of pay for each workday that a rest period was not
26 provided.

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

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

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order Nos. 5-2001, § 3]**

5 **(Against all DEFENDANTS)**

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

8 24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order Nos. 5-
9 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
10 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
11 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
12 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
13 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
14 on the seventh consecutive day of work in any workweek.

15 25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC
17 Wage Order Nos. 5-2001. During the CLASS PERIOD, DEFENDANTS failed to
18 compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as
19 required under the foregoing provisions of the California Labor Code and IWC Wage
20 Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double
21 the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC
22 Wage Order Nos. 5-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS
23 MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and
24 CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately
25 recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to properly
26 maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
27 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
28 discovered.

1 26. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
2 failed to use the appropriate regular rate of pay for calculating overtime compensation.
3 PLAINTIFF's paystubs evidence 84 hours of compensable time during one pay period. However,
4 PLAINTIFF did not receive overtime compensation calculated at the regular rate of pay. Instead,
5 DEFENDANTS multiplied her hourly rate of \$13.00 by 84 hours. DEFENDANTS are required
6 to pay PLAINTIFF and CLASS MEMBERS overtime pay for all hours PLAINTIFF and CLASS
7 MEMBERS were under the control of DEFENDANTS or were required, permitted or otherwise
8 suffered to work eight (8) hours per day and/or forty (40) hours per week.

9 27. In violation of California law, DEFENDANTS have knowingly and willfully
10 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
11 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
12 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
13 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
14 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
15 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

16 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
17 1194, 1198 and IWC Wage Order Nos. 5-2001, § 3. Therefore, pursuant to California Labor
18 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California
19 Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover
20 the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
21 fees, expenses, and costs of suit.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Pay Minimum Wages**

24 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order Nos. 5-2001, § 4]**

25 **(Against all DEFENDANTS)**

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

28 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 5-

2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

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

32. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS maintain a uniform policy and practice of failing to pay CLASS MEMBERS for all time employees worked. PLAINTIFF regularly worked shifts of greater than three and one half hours, entitling PLAINTIFF to a duty-free uninterrupted rest break of at least 10 minutes. DEFENDANTS failed to provide rest periods. As a result, PLAINTIFF and CLASS MEMBERS failed to receive compensation for paid rest periods resulting in unpaid minimum wages for all hours worked.

33. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194, 1197, and IWC Wage Order Nos. 5-2001, § 4. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **[Cal. Labor Code §§ 226; IWC Wage Order Nos. 5-2001, § 7]**

4 **(Against all DEFENDANTS)**

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

7 35. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
8 and practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
9 DEFENDANTS knowingly and intentionally failed to maintain records as required under
10 California Labor Code §§ 226, 1174, and IWC Wage Order Nos. 5-2001, § 7, including but not
11 limited to the following records: total daily hours worked by each employee; applicable rates of
12 pay; all deductions; meal periods; time records showing when each employee begins and ends
13 each work period; and accurate itemized statements.

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

21 **SIXTH CAUSE OF ACTION**

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

23 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order Nos. 5-2001, § 7]**

24 **(Against all DEFENDANTS)**

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

27 38. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
28 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in

1 writing showing each employee's gross wages earned, total hours worked, all deductions made,
2 net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and
3 CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the
4 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
5 § 226 and IWC Wage Order Nos. 5-2001, § 7.

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

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

16 **SEVENTH CAUSE OF ACTION**

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

18 **Discharge of Duties**

19 **[Cal. Labor Code § 2802]**

20 **(Against all DEFENDANTS)**

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

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

26 43. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
27 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
28 in direct consequence of the discharge of their duties while working under the direction of

1 DEFENDANTS, in violation of California Labor Code § 2802.

2 44. As a proximate result of DEFENDANTS' unlawful actions and omissions,
3 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
4 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
5 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
6 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
7 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
8 available remedies.

9 **EIGHT CAUSE OF ACTION**

10 **Unfair and Unlawful Business Practices**

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

12 **(Against all DEFENDANTS)**

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

15 46. Each and every one of DEFENDANTS' acts and omissions in violation of the
16 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
17 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
18 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
19 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
20 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
21 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
22 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
23 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
24 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
25 under California Business and Professions Code § 17200 et seq.

26 47. Labor Code § 226.8(a) makes it unlawful for any person or employer to engage in
27 any of the following activities: (1) willful misclassification of an individual as an independent
28 contractor, and (2) charging an individual who has been willfully misclassified as an independent

1 contractor a fee, or making any deductions from compensation, for any purpose, including for
2 goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or
3 fines arising from the individual's employment where any of the acts described in this paragraph
4 would have violated the law if the individual had not been misclassified. DEFENDANTS
5 willfully misclassified PLAINTIFF as an independent contractor in order to evade
6 DEFENDANTS' responsibilities and obligations under the Labor Code, Wage Order No. 9-2001
7 and other laws and regulations including paying federal Social Security and payroll taxes,
8 unemployment insurance taxes and state employment taxes, providing worker's compensation
9 insurance, and complying with numerous state and federal statutes and regulations governing the
10 wages, hours, and working conditions of employees, and charging employees who were and are
11 willfully misclassified as independent contractors a fee, or making any deductions from
12 compensation, for any purpose, including for goods, materials, space rental, services, government
13 licenses, repairs, equipment maintenance, or fines arising from those individuals' employment
14 where any of said acts would have violated the law if the individuals had not been misclassified,
15 in violation of Labor Code § 226.8

16 48. In addition to the unfair and unlawful business acts and practices alleged herein,
17 DEFENDANTS willfully misclassified PLAINTIFF as an independent contractor in violation of
18 Labor Code section 226.8. DEFENDANTS further charged PLAINTIFF fees, and made
19 deductions from compensation, including for goods, materials, space rental, services, government
20 licenses, repairs, equipment maintenance, and fines arising from PLAINTIFF'S employment
21 which were in violation of the law given the individual was misclassified, and which would have
22 violated the law if the individual had not been misclassified.

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

27 50. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
28 rest periods, and other benefits as required by the California Labor Code, the California Code of

1 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
2 record, report, and pay the correct sums of assessment to the state authorities under the California
3 Labor Code and other applicable regulations.

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

9 52. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
10 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
11 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
12 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
13 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
14 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
15 jurisdiction of this Court.

16 **NINTH CAUSE OF ACTION**

17 **Representative Action for Civil Penalties**

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

19 **(Against All DEFENDANTS)**

20 53. PLAINTIFF incorporates herein by specific reference as though fully set forth the
21 allegations in all preceding paragraphs, with exception of the allegations in paragraph 12 and the
22 subparagraphs thereto.

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

55. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMMBERS seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 9-2001, § 20, from DEFENDANTS in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

56. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on September 30, 2020 by online filing to the California Labor and Workforce Development Agency (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

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

PRAYER FOR RELIEF

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

1. For unpaid wages and compensatory damages in an amount to be ascertained at trial;

2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well as disgorged profits from DEFENDANTS' unfair and unlawful business practices;

3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order Nos. 5-2001;

4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;

5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from

1 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
2 from engaging in the unlawful business practices complained of herein;

3 6. For waiting time penalties pursuant to California Labor Code § 203;

4 7. For statutory and civil penalties according to proof, including but not limited to all
5 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

6 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
7 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
8 provision providing for pre-judgment interest;

9 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
10 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions
11 providing for attorneys' fees and costs;

12 10. For declaratory relief;

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

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

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

18
19 DATED: July 30, 2021

Respectfully submitted,

20 **MATERN LAW GROUP, PC**

21
22 By: _____

23 Matthew J. Matern
24 Tagore O. Subramaniam
25 Attorneys for Plaintiff
26 MARIA FELIX, individually, and on behalf
27 of other persons similarly situated
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: July 30, 2021

Respectfully submitted,
MATERN LAW GROUP, PC

By:



Matthew J. Matern
Tagore O. Subramaniam
Attorneys for Plaintiff
MARIA FELIX, individually, and on behalf
of other persons similarly situated

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On July 30, 2021, I served the following document or documents:

FIRST AMENDED COMPLAINT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Robert C. Chandler, Esq. Carla R. Kralovic, Esq. Floyd F. Fishell, Esq. Christopher L. Nelson, Esq. Holly M. Warga, Esq. CHANDLER LAW FIRM 3800 Orange St., Suite 270 Riverside, California 92501 Telephone: (951) 276-3022 Facsimile: (951) 782-0230 Email: ChandlerLawFirm@outlook.com	Attorneys for Defendant EXECUTIVE FACILITIES SERVICES, INC.
Michael G. Kerbs, Esq. Douglas A. Plazak, Esq. Kiki Manti Engel, Esq. REID & HELLYER APC 3685 Main Street, Suite 300 P.O. Box 1300 Riverside, California 92501 Telephone: (951) 682-1771 Facsimile: (951) 686-2415 Email: mkerbs@rhlaw.com dplazak@rhlaw.com kengel@rhlaw.com	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 30, 2021 at Manhattan Beach, California.



Roxana Barcenas