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ESTEBAN GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

ESTEBAN GONZALEZ, an individual,

Plaintiff,

v.

GREEN VIEW NURSERY, INC., a California
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. **21STCV07990**

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY OVERTIME
COMPENSATION (CAL. LABOR CODE
§§510, 1194; IWC WAGE ORDER NO. 13-
2001, § 3);**
- 2. FAILURE TO PROVIDE MEAL PERIODS
(CAL. LABOR CODE §§226.7, 512; IWC
WAGE ORDER NO. 13-2001, § 11);**
- 3. FAILURE TO PROVIDE REST PERIODS
(CAL. LABOR CODE §§226.7, 512; IWC
WAGE ORDER NO. 13-2001, § 12);**
- 4. FAILURE TO PROVIDE ITEMIZED
WAGE AND HOUR STATEMENTS (CAL.
LABOR CODE §§226, ET SEQ.; IWC
WAGE ORDER NO. 13-2001, § 7);**
- 5. WAITING TIME PENALTIES (CAL.
LABOR CODE §§201-203);**

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6. PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ);
AND

7. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.).

[DEMAND FOR JURY TRIAL]

PLAINTIFF, ESTEBAN GONZALEZ brings this action on behalf of himself and on behalf of
aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

JURISDICTION

1. This action is brought pursuant to California Code of Civil Procedure §382. The monetary
damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
and will be established according to proof at trial.

2. This Court is the proper court, and this action is properly filed in Los Angeles County,
because Defendants' obligations and liability arise therein, because Defendants maintain offices and
transact business within Los Angeles County, and because the work that is the subject of this action was
performed by Plaintiff in Los Angeles County.

THE PARTIES

3. Plaintiff, ESTEBAN GONZALEZ, is and at all times relevant hereto was a resident of the
County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
hereto, Defendant, GREEN VIEW NURSERY, INC. (hereinafter referred to as "DEFENDANT") was
and is a California corporation doing business at Calabasas, in the County of Los Angeles, State of
California.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
hereto, Employers own and operate a wholesale retail nursery.

1 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of
2 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
3 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
4 insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff
5 is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants is
6 responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as alleged hereinafter.

7 7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
8 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
9 conspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
10 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
11 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
12 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

13 8. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
14 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS, acted
15 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
16 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
17 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
18 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
19 and the INDIVIDUAL DEFENDANTS, and each of them, formed and executed a conspiracy or common
20 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
21 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
22 harm.

23 9. Whenever and wherever reference is made in this complaint to any act or failure to act by
24 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or
25 failures to act by each Defendant acting individually, jointly and severally.

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1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
3 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
4 defendants have ceased to exist.

5 11. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
6 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same as Defendants,
7 including, but not limited to because:

8 a. Employers are completely dominated and controlled by one another and DOES 1-
9 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
10 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish
11 some other wrongful or inequitable purpose.

12 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
13 through one another's unlawful conduct, and by using one another as the funding source for their own
14 personal expenditures.

15 c. Employers and DOES 1-20, while really one and the same, were segregated to
16 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
17 accomplishing some other wrongful or inequitable purpose.

18 d. Employers do not comply with all requisite corporate formalities to maintain a legal
19 and separate corporate existence.

20 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
21 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
22 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
23 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
24 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants
25 would not promote justice, in that it would permit Defendants to insulate themselves from liability to
26 Plaintiff for violations of the Government Code and other statutory violations. The corporate existence
27 of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such
28 disregard is necessary to avoid fraud and injustice to Plaintiff herein.

12. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

13. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

14. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL BACKGROUND

15. Plaintiff was covered under one or more IWC Wage Orders and/or the California Labor Code provisions relating to wage-and-hour laws, and other applicable wage orders, regulations, and statutes, which imposed an obligation on the part of Defendants, among other things, to provide uninterrupted meal and rest periods, to pay overtime wages, to pay wages for all hours worked, and to provide accurate wage statements.

16. On or about 2000, Employers hired Plaintiff to work as a Driver. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily. Plaintiff's employment with Defendants ended approximately in June 9, 2020 after Plaintiff's employment was wrongfully terminated.

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1 17. Between approximately June 2016 until June 2018, Plaintiff's hourly wage rate was
2 \$14.00. During this time period, Plaintiff worked 5 days a week for approximately 9-12 hours per day.

3 18. Between approximately June 2018 until June 2020, Plaintiff's hourly wage rate was
4 \$15.50. During this time period, Plaintiff worked 5 days a week for approximately 9-12 hours per day.

5 19. Plaintiff worked over 40 hours each week, for which Plaintiff received his hourly wage
6 rate by cash only.

7 20. Plaintiff worked approximately up to 20 hours of overtime each week, but received only
8 Plaintiff's regularly hourly wage rate for these hours, with no overtime premium.

9 21. DEFENDANTS failed to pay the overtime premium wages for all hours worked beyond 8
10 hours in a day or 40 hours in a week.

11 22. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
12 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
13 thereof. Defendants had no policy, procedure, or practice for Plaintiff to report missed rest breaks or
14 recover lost wages, and Defendants had no policy, procedure, or practice to provide one hour of additional
15 wages for each workday that the rest break was not provided.

16 23. Throughout Plaintiff's employment, Plaintiff did not receive a second uninterrupted
17 statutory 30-minute meal periods for days on which Plaintiff worked at least 10 hours. Defendants had
18 no policy, procedure, or practice for Plaintiff to report missed meal periods or recover lost wages, and
19 Defendants had no policy, procedure, or practice to provide one hour of additional wages for each workday
20 that the meal breaks were not properly provided.

21 24. Throughout Plaintiff's employment, for each pay period, Plaintiff received inaccurate
22 paystubs that did not comply with Labor Code § 226, because they failed to show the correct amount of
23 overtime hours Plaintiff worked, failed to show pay for missed meal and rest periods, failed to show the
24 amount of wages earned and owed to Plaintiff.

25 25. As a direct result and proximate result of the unlawful actions of Defendants, Plaintiff has
26 suffered, and continue to suffer, from loss of earnings in amounts as yet unascertained, but subject to proof
27 at trial, and within the jurisdiction of this Court.

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1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 26. At all relevant times, PAGA was applicable to Plaintiff and his employment with
3 Defendants. PAGA provides for a civil penalty to be assessed and collected by the Labor and Workforce
4 Development Agency (“LWDA”).

5 27. Plaintiff and other employees of Defendants are “aggrieved employees” as defined by
6 PAGA, because they are all current or former employees of Defendants, and one or more of the alleged
7 violations were committed against them.

8 28. On or about December 2, 2020, Plaintiff gave written notice of Defendants’ violations of
9 various provisions of the California Labor Code and the applicable IWC Wage Order to (a) the LWDA
10 by filing with the LWDA through the LWDA website and (b) to Defendants by certified mail.

11 29. The LWDA did not provide notice of its intention to investigate Defendants’ violations
12 within 65 calendar days of the December 2, 2020 notice.

13 30. In doing so, Plaintiff has satisfied the administrative prerequisites under PAGA to recover
14 civil penalties against Defendants, in addition to the other remedies, for violations of California Labor
15 Code §§ California Labor Code §§ 204, 210 (untimely payment of wages), 510, 558 (overtime wages),
16 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 512 (meal breaks), and
17 203 (waiting time penalties), as well as IWC Wage Order No. 13-2001.

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19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME WAGES**

21 **CAL. LABOR CODE §§ 510, 558, 1194 ET SEQ., 1197.1, 1198,**

22 **IWC WAGE ORDER NO. 13-2001, § 3**

23 **BY PLAINTIFF AGAINST EACH DEFENDANT**

24 31. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
25 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

26 32. California Labor Code § 204, IWC Wage Order No. 13-2001, §3, and other applicable laws
27 and regulations, provide that an employer must timely pay its employees for all hours worked.

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1 33. California Labor Code § 510 provides that employees in California shall not be employed
2 more than eight hours per workday or forty hours per workweek unless they receive additional
3 compensation beyond their regular wages in amounts specified by law.

4 34. California Labor Code § 510 further provides that employees in California shall not be
5 employed more than twelve hours per workday unless they receive wages at double their regular rate of
6 pay.

7 35. California Labor Code § 1194 establishes an employee's right to recover unpaid wages,
8 including overtime compensation and interest, and the cost of suit. California Labor Code § 1198 further
9 provides that the employment of an employee for longer than those fixed by the IWC Wage Orders is
10 unlawful.

11 36. Plaintiff and former non-exempt employees are entitled to the protections of California
12 Labor Code §§ 510 and 1194, and IWC Wage Order No. 13-2001.

13 37. Defendants maintained and enforced policies and practices of refusing to pay Plaintiff for
14 all hours worked. Defendants employed Plaintiff for more than eight hours per day and more than 40
15 hours per workweek during the operative timeframe, but Defendants failed to pay Plaintiff the correct
16 applicable overtime rate for the number of overtime hours they worked as required by the California Labor
17 Code and the applicable IWC Wage Order.

18 38. Defendants thus required Plaintiff to work under conditions prohibited by order of the IWC,
19 in violation of those orders.

20 39. Defendants owe Plaintiff overtime wages, have failed and refused, and continues to fail and
21 refuse, to pay the overtime wages owed. Additionally, Defendants did not include all the required
22 compensation in calculating the overtime rate of Plaintiff.

23 40. Defendants' conduct described herein violates, and continues to violate, California Labor
24 Code §§ 510, 1194 and 1198 and IWC Wage Order No. 13-2001, §3. Therefore, pursuant to California
25 Labor Code §§ 200, 203, 226, 558, 1194, and 1197.1 and other applicable provisions under the Labor
26 Code and IWC Wage Order No. 13-2001, Plaintiff is entitled to recover the unpaid balance of wages owed
27 to him by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **CAL. LABOR CODE § 226.7, 512; IWC WAGE ORDER NO. 13-2001, §12**

4 **BY PLAINTIFF AGAINST EACH DEFENDANT**

5 46. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
6 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

7 47. Pursuant to IWC Wage Order No. 13-2001, § 12 (A), “[e]very employer shall authorize and
8 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work
9 period. . . . [The] authorized rest period time shall be based on the total hours worked daily at the rate of
10 ten (10) minutes net rest time per four (4) hours worked or major fraction thereof. . . . Authorized rest
11 period time shall be counted as hours worked, for which there shall be no deduction from wages.”
12 California Labor Code § 226.7(a) prohibits an employer from requiring any employee to work during any
13 rest period mandated by an applicable order of the IWC. Under these laws, Defendants were required to
14 authorize and permit Plaintiff and Class members to take rest periods, based upon the total hours worked
15 at a rate of ten minutes’ net rest per four hours, or major fraction thereof, with no deduction from wages.

16 48. Defendants provided Plaintiff with policies that did not permit first or second rest breaks
17 for shifts between six and eight hours or third rest breaks for shifts over ten hours.

18 49. Defendants violated, and continue to violate California Labor Code § 226.7 and IWC Wage
19 Order No. 13-2001, § 12 by failing to pay Plaintiff who was not provided with a rest break, in accordance
20 with the applicable wage order, one additional hour of compensation at each employees’ regular rate of
21 pay for each workday that a rest period was not provided.

22 50. Pursuant to Labor Code § 226.7, Plaintiff has sustained economic damages, including, but
23 not limited to, unpaid wages and lost interest, in an amount according to proof at trial, and is entitled to
24 recover one-hour of premium pay for each day in which a lawful meal period was not provided. Plaintiff
25 is further entitled to attorneys’ fees pursuant to Code of Civil Procedure § 1021.5, and pursuant to Labor
26 Code section 2699(g)(1), Plaintiff is entitled to an award of reasonable attorneys’ fees and costs relating
27 to their claims for civil penalties due to Defendants’ violation of the California Labor Code and IWC
28 Wage Order No. 13-2001.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

3 **CAL. LABOR CODE §§ 226 & 226.3, IWC WAGE ORDER NO. 13-2001, § 7**

4 **BY PLAINTIFF AGAINST EACH DEFENDANT**

5 51. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
6 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

7 52. California Labor Code § 226(a) and IWC Wage Order No. 13-2001, § 7(B) require
8 employers semimonthly or at the time of each payment of wages to furnish each employee with a statement
9 itemizing, among other things, all applicable hourly rates. Labor Code § 226(b) provides that if an
10 employer knowingly and intentionally fails to provide a statement itemizing, among other things, all
11 applicable hourly rates, then the employee is entitled to recover the greater of all actual damages or fifty
12 dollars for the initial violation and one hundred dollars for each subsequent violation, up to four thousand
13 dollars.

14 53. Defendants knowingly and intentionally failed to furnish Plaintiff with timely, itemized
15 statements as required by California Labor Code § 226(a) and IWC Wage Order No. 13-2001, § 7(B). As
16 a result, Defendants are liable to Plaintiff and to the Class for the amounts provided by Labor Code §
17 226(b) and for penalties, and attorneys' fees.

18 54. Plaintiff suffered, and continues to suffer, injury as a result of Defendants' failure to provide
19 timely and accurate itemized wage statements, as Plaintiff could not promptly and easily determine from
20 the wage statement alone one or more of the following: the gross wages earned, the total hours worked,
21 all deductions made, the net wages earned, the name and address of the legal entity or entities employing
22 Plaintiff, and/or all applicable hourly rates in effect during each pay period and the corresponding number
23 of hours worked at each hourly rate.

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

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE TO DISCHARGED AND QUITTING EMPLOYEES

CAL. LABOR CODE §§ 201,202, 203

BY PLAINTIFF AGAINST EACH DEFENDANT

56. Plaintiff incorporates by reference and re-alleges the paragraphs set forth above as though set forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

57. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to discharged and quitting employees.

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

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

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

61. Defendants have willfully failed, and continue to willfully fail, to pay accrued wages and other compensation to Plaintiff in accordance with California Labor Code §§ 201 and 202.

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1 62. As a result, Plaintiff is entitled to all available statutory penalties, including the waiting time
2 penalties provided in California Labor Code § 203, together with interest thereon, as well as other available
3 remedies.

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5 **SIXTH CAUSE OF ACTION**

6 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

7 **CAL. BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**

8 **BY PLAINTIFF AND THE CLASS AGAINST EACH DEFENDANT**

9 63. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
10 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

11 64. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
12 predicated on the violation of any state or federal law. Defendants' policies, activities, and actions as
13 alleged herein, are violations of California law and constitute unlawful business acts and practices in
14 violation of California Business and Professions Code §§ 17200, *et seq.* Defendants have engaged and
15 continue to engage in unfair and unlawful business practices in California by practicing, employing, and
16 utilizing the employment practices outlined above, including failing to pay reporting time pay, and failing
17 to provide meal and rest breaks in violation of the applicable IWC Wage Order and California Labor Code.

18 65. Defendants' violations of California wage and hour laws constitute a business practice
19 because Defendants' aforementioned acts and omissions were done repeatedly over a significant period
20 of time, and in a systematic manner, to the detriment of Plaintiff.

21 66. Defendants have avoided payment of wages, overtime wages, meal and rest break premium
22 payments, and other benefits as required by the California Labor Code, the California Code of
23 Regulations, and the applicable IWC Wage Order. Furthermore, Defendants have failed to record, report,
24 and pay the correct sums of assessment to the state authorities under the California Labor Code and other
25 applicable regulations.

26 67. Defendants' unfair and unlawful business practices, as alleged in this Complaint, have
27 allowed Defendants to reap in unfair and illegal profits at the expense of Plaintiff, and members of the
28 public. Defendants should be made to disgorge their ill-gotten gains and restore them to Plaintiff. Plaintiff

1 seeks to enforce important rights affecting the public interest within the meaning of the California Code
2 of Civil Procedure § 1021.5

3 68. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff is entitled
4 to restitution of the wages withheld and retained by Defendants; an award of attorneys' fees pursuant to
5 California Labor Code § 1194; and California Code of Civil Procedure § 1021.5; interest; and an award
6 of costs.

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8 **SEVENTH CAUSE OF ACTION**
9 **PRIVATE ATTORNEY GENERAL ACT**
10 **CAL. LABOR CODE §§ 2698, ET SEQ. [PAGA]**
11 **BY PLAINTIFF AGAINST DEFENDANTS**

12 69. Plaintiff incorporates by reference and re-alleges paragraphs set forth above as though set
13 forth fully herein. Plaintiff alleges as follows as a representative cause of action on behalf of himself.

14 70. PAGA authorizes an aggrieved employee, on behalf of himself or other current or former
15 employees, to bring a civil action to recover civil penalties against his or her employer pursuant to the
16 procedures specified in California Labor Code § 2699.3. Plaintiff is an aggrieved employee within the
17 meaning of PAGA, and pursuant to PAGA, Plaintiff is entitled to recover civil penalties on behalf of
18 himself and other similarly aggrieved persons who are, or were employed, by Defendants and against
19 whom one or more of the alleged violations were committed. If the employee prevails as private attorney
20 general, the employer may be subject to civil penalties, of which the aggrieved employee is entitled to 25
21 percent.

22 71. Plaintiff has complied with the procedures for bringing suit under PAGA. Specifically, on
23 or about March 5, 2020, Plaintiff gave written notice of Defendants' violations — including the facts and
24 theories to support the violations — of various provisions of the California Labor Code and the applicable
25 IWC Wage Order to (a) the LWDA by filing with the LWDA through the LWDA website and (b) to
26 Defendants by certified mail.

27 72. Pursuant to California Labor Code § 2699.3, the LWDA must give written notice by
28 certified mail to the parties that it intends to investigate the alleged violations of the California Labor Code

1 within 60 days of the date of the complainant's written notice and More than 65 days have passed since
2 the notice and the LWDA did not provide the parties notice that it intended to investigate her claims.

3 73. During the applicable time period preceding the filing of Plaintiff's notice to the LWDA,
4 Defendants violated California Labor Code §§ 204, 210 (untimely payment of wages), 510, 558 (overtime
5 wages), 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 512 (meal
6 breaks), and 203 (waiting time penalties), as well as the applicable IWC Wage Order, as alleged in more
7 detail above.

8 74. Pursuant to California Labor Code §§ 2699(a) and (f), and 2699.5, and 2699(g)(1), Plaintiff
9 is entitled to an award of reasonable attorneys' fees and costs. To that end, Plaintiff seeks all relief entitled
10 under PAGA for any penalties assessed against Defendants as a result of Defendants' California Labor
11 Code violations, plus attorneys' fees and costs.

12
13 **PRAYER FOR RELIEF**

14 Wherefore, Plaintiff, individually, and on behalf of aggrieved employees, pray for an award and
15 judgment against Defendants jointly and severally, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits
18 from defendants' unfair and unlawful business practices;
- 19 3. For punitive damages on applicable causes of action;
- 20 4. For payment of unpaid overtime compensation pursuant to Labor Code §§ 201, 510, 1194,
21 the applicable industrial Welfare Commission Order, and the applicable 8 Code of Regulation sections, in
22 the amount of no less than \$18,436.32;
- 23 5. For payment of meal and rest period compensation pursuant to Labor Code § 226.7, 512;
- 24 6. For damages pursuant to Labor Code § 226;
- 25 7. For waiting time penalties pursuant to Labor Code §§ 201-203;
- 26 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§
27 218.6, 1194, and 2802, California Civil Code §§ 3287 and 3288, and/or any other applicable provision
28 providing for pre-judgment interest;

- 1 9. For declaratory relief;
- 2 10. For statutory and civil penalties according to proof, including but not limited to all penalties
- 3 authorized by the California Labor Code § 226(e);
- 4 11. For preliminary and permanent injunctive relief enjoining Defendants from violating the
- 5 relevant provisions of the California Labor Code and IWC Wage Order No. 13-2001 and from engaging
- 6 in the unlawful business practices complained of herein;
- 7 12. For an award of interest, including prejudgment interest, at the legal rate;
- 8 13. For an award of reasonable attorneys' fees and costs on the applicable causes of action
- 9 pursuant to California Labor Code §§ 1194 and 2802, California Civil Code 1021.5, and any other
- 10 applicable provisions providing for attorneys' fees and costs;
- 11 14. For costs of suit incurred;
- 12 15. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class
- 13 counsel; and
- 14 16. For such other and further relief as the Court may deem just and appropriate.

15 DATED: February 28, 2021

THE DOMINGUEZ FIRM, LLP

17 By: 

Jace H. Kim, Esq.

Carlos Andres Perez, Esq.

19 Javier Ramirez, Esq.

20 Attorneys for Plaintiff, Esteban Gonzalez

21 **JURY TRIAL DEMANDED**

22 Plaintiff, ESTEBAN GONZALEZ demands trial of all issues by jury.

23 DATED: February 28, 2021

THE DOMINGUEZ FIRM, LLP

25 By: 

Jace H. Kim, Esq.

27 Carlos Andres Perez, Esq.

Javier Ramirez, Esq.

28 Attorneys for Plaintiff, Esteban Gonzalez