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Attorneys for CESIA ABIGAIL VEGA
PERDOMO individually, and on behalf of
others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CESIA ABIGAIL VEGA PERDOMO,
individually, and on behalf of others similarly
situated

Plaintiff,

vs.

KELLERMEYER BERGENSONS SERVICES,
LLC, a Delaware Corporation; and DOES 1
through 50, inclusive,

Defendants

CASE NO.: **21STCV37344****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 Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Maintain Required Records
7. Failure to Furnish Accurate Itemized Wage Statements
8. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

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

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 PLAINTIFF CESIA ABIGAIL VEGA PERDOMO (“PLAINTIFF”) an individual,
3 demanding a jury trial, on behalf of herself and other persons similarly situated, hereby alleges as
4 follows:

5 **JURISDICTION AND VENUE**

6 1. The Superior Court of the State of California has jurisdiction in this matter because
7 PLAINTIFF is a resident of the State of California, and Defendants KELLERMEYER
8 BERGENSONS SERVICES, LLC, a Delaware corporation; and DOES 1 through 50 inclusive
9 (collectively “DEFENDANTS”), are qualified to do business in California and regularly conduct
10 business in California. Further, no federal question is at issue because the claims are based solely on
11 California law.

12 2. Venue is proper in this judicial district and the County of Los Angeles, California
13 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
14 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
15 business in the County of Los Angeles, and because DEFENDANTS’ illegal payroll policies and
16 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and
17 other persons similarly situated, in the County of Los Angeles.

18 **PLAINTIFF**

19 3. PLAINTIFF is a female resident of the State of California and a former employee
20 of DEFENDANTS.

21 4. PLAINTIFF, on behalf of herself and other similarly situated current and former
22 non-exempt employees of DEFENDANTS in the State of California at any time during the four
23 years preceding the filing of this action, and continuing while this action is pending, brings this
24 class action to recover, among other things, wages and penalties from unpaid wages earned and
25 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
26 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged and
27 quitting employees, failure to indemnify employees for necessary expenditures and/or losses
28 incurred in discharging their duties, failure to provide accurate itemized wage statements, failure

1 to maintain required records, and interest, attorneys' fees, costs, and expenses.

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

8 **DEFENDANTS**

9 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
10 KELLERMEYER BERGENSONS SERVICES, LLC is, and at all times relevant hereto was, a
11 Delaware corporation organized and existing under the laws of the State of California.
12 PLAINTIFF is further informed and believes, and thereon alleges, that DEFENDANT
13 KELLERMEYER BERGENSONS SERVICES, LLC is authorized to conduct business in the
14 State of California, and does conduct business in the State of California. Specifically,
15 DEFENDANT KELLERMEYER BERGENSONS SERVICES, LLC maintains offices and
16 facilities and conducts business in, and engages in illegal payroll practices or policies in, the
17 County of Los Angeles, State of California.

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

26 8. At all relevant times herein, DEFENDANTS were the joint employers of
27 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
28 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,

1 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
2 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
3 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
4 Defendant, and each was the alter ego of the other.

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

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

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

24 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
25 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
26 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
27 Court.

1 **CLASS ACTION DESIGNATION**

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

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

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

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

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

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Required Meal Periods**

18 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 5-2001, § 11]**

19 **(Against all DEFENDANTS)**

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

22 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
24 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
25 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
26 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
27 § 226.7, 512 and IWC Order No. 5-2001, § 11.

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

6 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
7 and IWC Wage Order No. 5-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
8 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 No. 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 No. 5-2001, § 12.

22 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage Order
23 No. 5-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not provided
24 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 No. 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 No. 5-2001, §
9 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
10 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
11 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
12 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 employees
16 entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-
17 2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
18 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
19 the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime
20 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code
21 §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, permitting or suffering
22 PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
23 PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and
24 inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
25 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
26 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
27 discovered.

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

8 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
9 1194, 1198 and IWC Wage Order No. 5-2001, § 3. Therefore, pursuant to California Labor Code
10 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
11 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
12 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
13 fees, expenses, and costs of suit.

14 **FOURTH CAUSE OF ACTION**

15 **Failure to Pay Minimum Wages**

16 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

17 **(Against all DEFENDANTS)**

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

20 29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 5-2001,
21 § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a
22 payroll period is unlawful.

23 30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and CLASS
24 MEMBERS minimum wages for all hours worked by, among other things: requiring, permitting
25 or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or
26 suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally
27 and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
28 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate

1 itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other
2 methods to be discovered.

3 31. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
4 1197, and IWC Wage Order No. 5-2001, § 4. As a proximate result of the aforementioned
5 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
6 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
7 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
8 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
9 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**

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

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

13 **(Against all DEFENDANTS)**

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

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

20 34. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required
21 to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or
22 her 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 her wages at the time of quitting.

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

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1 36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
2 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
3 California Labor Code §§ 201 and 202.

4 37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
5 penalties, including the waiting time penalties provided in California Labor Code § 203, together
6 with interest thereon, as well as other available remedies.

7 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
8 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
9 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
10 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
11 to California Labor Code §§ 1194 and 2699.

12 **SIXTH CAUSE OF ACTION**

13 **Failure to Maintain Required Records**

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

15 **(Against all DEFENDANTS)**

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

18 40. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
20 DEFENDANTS knowingly and intentionally failed to maintain records as required under
21 California Labor Code §§ 226, 1174, and IWC Wage Order No. 5-2001, § 7, including but not
22 limited to the following records: total daily hours worked by each employee; applicable rates of
23 pay; all deductions; meal periods; time records showing when each employee begins and ends
24 each work period; and accurate itemized statements.

25 41. As a proximate result of DEFENDANTS' unlawful actions and omissions,
26 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
27 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
28 PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including

1 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
2 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
3 provided in California Labor Code § 226(e), as well as other available remedies.

4 **SEVENTH CAUSE OF ACTION**

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

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

7 **(Against all DEFENDANTS)**

8 42. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 43. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF
11 and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing
12 each employee's gross wages earned, total hours worked, all deductions made, net wages earned,
13 the name and address of the legal entity or entities employing PLAINTIFF and CLASS
14 MEMBERS, and all applicable hourly rates in effect during each pay period and the
15 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
16 § 226 and IWC Wage Order No. 5-2001, § 7.

17 44. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
18 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
19 statements in accordance with California Labor Code § 226(a).

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

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1 **EIGHTH CAUSE OF ACTION**

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

4 **[Cal. Labor Code § 2802]**

5 **(Against all DEFENDANTS)**

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

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

11 48. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
12 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
13 in direct consequence of the discharge of their duties while working under the direction of
14 DEFENDANTS, including but not limited to expenses for uniforms, cell phone usage, and other
15 employment-related expenses, in violation of California Labor Code § 2802.

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

23 **NINTH CAUSE OF ACTION**

24 **Unfair and Unlawful Business Practices**

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

26 **(Against all DEFENDANTS)**

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

1 51. Each and every one of DEFENDANTS' acts and omissions in violation of the
2 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
3 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
4 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
5 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
6 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
7 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
8 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
9 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
10 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
11 under California Business and Professions Code § 17200 et seq.

12 52. DEFENDANTS' violations of California wage and hour laws constitute a business
13 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
14 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
15 CLASS MEMBERS.

16 53. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest
17 periods, and other benefits as required by the California Labor Code, the California Code of
18 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
19 record, report, and pay the correct sums of assessment to the state authorities under the California
20 Labor Code and other applicable regulations.

21 54. As a result of DEFENDANTS' unfair and unlawful business practices,
22 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
23 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
24 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
25 MEMBERS.

26 55. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
28 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and

1 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
2 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
3 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
4 jurisdiction of this Court.

5
6 **TENTH CAUSE OF ACTION**

7 **Representative Action for Civil Penalties**

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

9 **(Against All DEFENDANTS)**

10 56. PLAINTIFF incorporates herein by specific reference as though fully set forth the
11 allegations in all preceding paragraphs, with exception of the allegations in paragraph 13 and the
12 subparagraphs thereto.

13 57. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor Code
14 § 2699(c), and a proper representative to bring a civil action on behalf of herself and other current
15 and former employees of DEFENDANTS pursuant to the procedures specified in California
16 Labor Code § 2699.3, because PLAINTIFF and CLASS MEMBERS were employed by
17 DEFENDANTS and the alleged violations of the California Labor Code were committed against
18 PLAINTIFF and CLASS MEMBERS.

19 58. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
20 Code §§ 2698–2699.5, PLAINTIFF and CLASS MEMBERS seeks to recover civil penalties,
21 including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558,
22 1174.5, 1197.1, and IWC Wage Order No. 5-2001, § 20, from DEFENDANTS in a representative
23 action for the violations set forth above, including but not limited to violations of California
24 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.
25 PLAINTIFF and CLASS MEMBERS are also entitled to an award of reasonable attorneys’ fees
26 and costs pursuant to California Labor Code § 2699(g)(1).

27 59. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
28 June 28, 2021 by online filing to the California Labor and Workforce Development Agency
29 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California

1 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
2 to support the alleged violations. Attached hereto as Exhibit A is a true and correct copy of the
3 submission confirmation from the LWDA PAGA electronic filing system and a confirmation
4 email from the LWDA. More than sixty-five (65) days have passed and the LWDA has not
5 provided notice to PLAINTIFF that it intends to investigate the alleged violations.

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

8 **PRAYER FOR RELIEF**

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

- 12 1. For compensatory damages in an amount to be ascertained at trial;
- 13 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
14 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 15 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
16 and IWC Wage Order No. 5-2001;
- 17 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 18 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
19 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
20 from engaging in the unlawful business practices complained of herein;
- 21 6. For waiting time penalties pursuant to California Labor Code § 203;
- 22 7. For statutory and civil penalties according to proof, including but not limited to all
23 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 24 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
25 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
26 provision providing for pre-judgment interest;
- 27 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
28 §§ 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable provisions

1 providing for attorneys' fees and costs;

2 10. For declaratory relief;

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

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

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

8 DATED: October 8, 2021

9 Respectfully submitted,

10 **MATERN LAW GROUP, PC**

11
12 By: _____



13 Matthew J. Matern
14 Mikael H. Stahle
15 Beatriz Alfaro
16 Attorneys for Plaintiff
17 CESIA ABIGAIL VEGA PERDOMO,
18 individually, and on behalf of other persons
19 similarly situated
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DATED: October 8, 2021

MATERN LAW GROUP, PC

By:

Matthew J. Metcalf

Matthew J. Matern
Mikael H. Stahle
Beatriz E. Alfaro
Attorneys for Plaintiff
CESIA ABIGAIL VEGA PERDOMO,
individually, and on behalf of other persons
similarly situated

EXHIBIT A

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Arinda Ocampo](#)
Subject: Thank you for submission of your PAGA Case.
Date: Monday, June 28, 2021 2:59:56 PM

6/28/2021

LWDA Case No. LWDA-CM-836312-21
Law Firm : Matern Law Group, PC
Plaintiff Name : Cesia Abigail Vega Perdomo
Employer: Kellermeyer Bergensons Services LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm