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DENNIS ADAMSON,

8 and Aggrieved Employees

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF RIVERSIDE**

12 DENNIS ADAMSON, an individual, on
13 behalf of himself and all other aggrieved
14 employees of Defendants in the State of
California,

15 Plaintiffs,

16 vs.

17
18 MATSUNAGA ENTERPRISE, INC. dba
19 MATSUNAGA LANDSCAPE
20 MAINTENANCE, a California corporation;
21 ROBBY MATSUNAGA, an individual;
and DOES 1-10, Inclusive,

22 Defendants.

Case No. CVRI2200090

UNLIMITED CIVIL CASE

FIRST AMENDED COMPLAINT FOR:

1. **Failure to Pay Earned Wages (Cal. Lab. Code § 204);**
2. **Failure to Pay Minimum Wages (Cal. Lab. Code §§ 1182.12, 1194, *et seq.*, 1197, 1198; IWC Wage Order No. 5-2001);**
3. **Failure to Pay Overtime Compensation (Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001);**
4. **Failure to Pay Meal Period Compensation (Cal. Lab. Code §§ 226.7, 512, 1198; IWC Wage Order No. 5-2001);**
5. **Failure to Pay Rest Period Compensation (Cal. Lab. Code §§ 226.7, 1198; IWC Wage Order No. 5-2001);**
6. **Failure to Furnish Accurate Wage and Hour Statements (Cal. Lab. Code § 226);**
7. **Waiting Time Penalties (Cal. Lab. Code §§ 201, 202, 203);**

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8. **Wrongful Constructive Termination in Violation of Public Policy;**
9. **Unfair and Deceptive Business Practices in Violation of Cal. Bus. & Prof. Code §17200 *et seq.*;**
10. **Failure to Allow Inspection of Records (Cal. Lab. Code §§ 1198.5, 432); and**
11. **Civil Penalties for Violations of the Labor Code (Cal. Lab. Code, § 2698, *et seq.*).**

Demand for Jury Trial

Plaintiff DENNIS ADAMSON (“ADAMSON”), on behalf of himself and all other California aggrieved employees of defendants MATSUNAGA ENTERPRISE, INC. dba MATSUNAGA LANDSCAPE MAINTENANCE, a California corporation (“MEI”); and ROBBY MATSUNAGA, an individual (“MATSUNAGA”) (collectively “MATSUNAGA” or the “Company” or “Employer”), as follows:

Nature of the Action

1. This is an individual and representative for multiple wage and hour violations of the Labor Code, with accompanying wrongful termination and unfair business practices allegations, to recover unpaid wages and related penalties and compensation owed to Plaintiff and his aggrieved peers by defendants MEI and MATSUNAGA. This representative action is brought in accordance with California’s Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (the “PAGA”). This action is largely but not entirely based upon MATSUNAGA’s repeated and unremedied failure to issue valid payroll checks to plaintiff and other employees of the Company. The continued and unabated failure to provide pay for work performed caused plaintiff’s constructive termination in violation of public policy, after MATSUNAGA and its employees laughed and made light of the fact that the Company continued to pass bad payroll checks.

2. **The class of aggrieved workers under the PAGA is composed of all individuals who work for or have worked for MEI and/or MATSUNAGA as non-exempt laborers including administrative staff, landscapers, irrigation technicians, as well as those whom**

1 **Defendants have otherwise subjected to Labor Code violations, including unpaid regular and**
2 **minimum wages; unpaid overtime; noncompliant meal and rest periods; wage statements that**
3 **were inaccurate, untimely, and/or not provided at all; final pay violations; and the like (the**
4 **“PAGA Aggrieved Employees”) in the State of California from February 8, 2021 to the final**
5 **judgment (the “PAGA Period”).**

6 3. Plaintiff, by this action, seeks general and special damages, punitive damages,
7 penalties, unpaid wages, and any other remedies the Court deems just due to the illegal conduct of
8 defendants, as alleged herein.

9 **Jurisdiction and Venue**

10 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction
11 is proper in the Superior Court of California, County of Riverside, State of California.

12 5. Venue is proper in this Court because defendants did substantial business in
13 Riverside County, California, defendants had plaintiff perform services in Riverside County, and
14 defendants sent its checks to plaintiff with his Riverside County address on them.

15 **The Parties**

16 6. Plaintiff ADAMSON is, and at all relevant times was, a competent adult residing in
17 Riverside County, California.

18 7. Defendant MATSUNAGA ENTERPRISE, INC. dba MATSUNAGA LANDSCAPE
19 MAINTENANCE, a California corporation is, and at all relevant times was, a California corporation
20 headquartered and doing business in Orange and Riverside Counties, California.

21 8. On information and belief, defendant ROBBY MATSUNAGA is, and at all relevant
22 times was, a competent adult residing in Orange County California.

23 9. On information and belief, ROBBY MATSUNAGA is, at all relevant times, a
24 director, officer, and/or managing agent of Defendant MATSUNAGA ENTERPRISE, INC. within
25 the meaning of California Labor Code section 558.1 and California Civil Code section 3294. On
26 information and belief, ROBBY MATSUNAGA, at all relevant times, exercised substantial
27 discretion in his decision-making such that his decisions ultimately determined corporate policy of
28 the Company. In addition, ROBBY MATSUNAGA is sued individually pursuant to Labor Code

1 sections 558 and 1197.1 as an employer or person acting on behalf of an employer, who violated or
2 causes to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
3 regulating hours and days of work in any order of the Industrial Welfare Commission, and as an
4 employer or other person acting either individually or as an officer, agent, or employee of another
5 person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an
6 applicable state or local law, or by an order of the Industrial Welfare Commission.

7 10. At all relevant times, every defendant was the agent, representative, employee,
8 servant or affiliated entity of every other defendant and, in doing the acts herein alleged, each
9 defendant is liable and responsible to Plaintiff for the acts of every other defendant.

10 11. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
11 DOES 1 through 10, inclusive, and therefore sue said defendants by such fictitious names. Plaintiff
12 will amend this Complaint to allege the true names and capacities of such fictitiously named
13 defendants when they are ascertained.

14 **General Allegations**

15 12. Defendants: (1) failed to pay Plaintiff and the PAGA Aggrieved Employees their
16 earned wages; (2) failed to pay Plaintiff and the PAGA Aggrieved Employees the required minimum
17 wage; (3) failed to pay Plaintiff and the PAGA Aggrieved Employees the required overtime
18 compensation; (4) employed Plaintiff and the PAGA Aggrieved Employees for more than five hours
19 without timely, uninterrupted meal periods of not less than 30 minutes and failed to compensate
20 them for the missed meal periods; (5) employed Plaintiff and the PAGA Aggrieved Employees for
21 work periods of four hours or major fraction thereof without rest periods of ten minutes net rest time
22 and failed to compensate them rest period compensation for the missed rest periods; (6) failed to
23 provide Plaintiff and the PAGA Aggrieved Employees with timely and accurate wage and hour
24 statements; (7) failed to pay Plaintiff and the PAGA Aggrieved Employees their earned wages in a
25 timely manner upon separation; (8) caused Plaintiff's wrongful constructive termination; (9)
26 committed unfair labor practices in violation of the Business and Professions Code; and (10) failed
27 to allow Plaintiff inspection of his personnel and pay records. The foregoing acts and other acts by
28 Defendants violated provisions of the Government Code and the Labor Code, including §§ 201, 202,

203, 204, 208, 226, 226.7, 432, 510, 512, 1174, 1194, 1197, 1198, 1198.5; violated the applicable Wage Orders issued by the IWC of the State of California (the “Wage Order(s)”), and violated the rights of Plaintiff and the PAGA Aggrieved Employees.

Specific Allegations

13. MEI is a landscaping service company that has operated in Orange County throughout the relevant liability periods. On information and belief, the Company has employed approximately 75-plus workers, 4 to 5 of whom as administrative staff, 2 to 3 of whom as irrigators, and the rest of whom as laborers. Throughout the relevant liability periods, MATSUNAGA, the Company’s principal executive and shareholder, was the primary decision maker regarding terms and conditions of employment for all employees, including irrigation technicians.

14. ADAMSON was hired by defendants in 2006 to work as supervisor and irrigation technician for MEI. His primary duties included but were not limited to performing irrigation repairs for MEI’s clients, supervising MEI’s other laborer employees, and communicating with the client property owners and managers in the Inland Empire area of Southern California. His position was non-exempt.

15. ADAMSON performed work duties for MEI from July 26, 2006, through June 29, 2021. For the past five years MEI agreed to pay ADAMSON at an hourly rate of \$20. He typically worked a 40-hour week for MEI, usually from 6 a.m. to 2:30 p.m. Mondays through Fridays, and an occasional Saturday.

16. During his employment with MEI, ADAMSON would record some of the overtime hours but not all overtime worked, at defendants’ request. ADAMSON performed approximately one hour of overtime every week where he fielded after hours calls and emails from clients, after hours calls and emails from the office, and after-hours personal communications from the Company. Despite that MEI was required to compensate plaintiff for this time, ROBBY MATSUNAGA told ADAMSON that these communications were “not to be recorded, especially when it’s just 5-10 minutes here and there[,]” or similar words.

1 17. During his employment with MEI, ADAMSON did not take a lunch at least once a
2 week. On occasions, ADAMSON did not take a full 30-minute meal period and/or he would be
3 interrupted with communications from MEI client points of contact. ADAMSON regularly did
4 not get uninterrupted rest breaks.

5 18. Frequently during the past four years, MEI's payroll checks to ADAMSON (and
6 others) would bounce and ADAMSON would be subjected to returned item fees from the bank for
7 presenting the dishonored checks. As a result of the foregoing, MEI failed to pay ADAMSON all
8 wages owed in a timely fashion.

9 19. During his employment with MEI, ADAMSON complained to ROBBY
10 MATSUNAGA directly on numerous occasions of his belief of illegal practices conducted by
11 ROBBY MATSUNAGA (and by association MEI) including acts of failing to timely pay wages
12 when due and refusals to allow ADAMSON meal and rest periods. This sporadically occurred
13 throughout plaintiff's employment but ramped up significantly the last year of his employment. In
14 fact, the account MEI used to write its payroll checks was "closed" in April 2021. Numerous
15 writings and emails from October 2020 through June 2021 confirm the communications between
16 ADAMSON and defendants. Numerous dishonored checks evidence MEI's failure to timely pay
17 plaintiff wages owed and due. Despite ADAMSON's numerous complaints about non-payment,
18 for himself and other employees, the Company reacted by laughing at the situation, thereby
19 showing its complete and utter disregard for the financial conditions of its employees who depend
20 on it for timely payment of wages.

21 20. On or about June 29, 2021, ADAMSON was forced to discontinue his employment
22 due to the working conditions at MEI.

23 21. To date, MEI has not paid ADAMSON all wages that he is still owed in violation
24 of California's final pay laws. On information and belief, the Company has not paid all final
25 wages due to other aggrieved employees that have separated from the Company during the
26 relevant liability periods.

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1 Tolling Period

2 22. The Judicial Council Emergency Rule 9, as amended May 29, 2020, suspended from
3 April 6, 2020, to October 1, 2020, the statutes of limitations and repose for civil causes of action
4 that exceed 180 days. The statute of limitations for each of Plaintiff's causes of action exceeds 180
5 days.

6 23. As such, for purposes of Plaintiff's individual claims, the statutory period relates
7 back from on or about July 13, 2021.

8 PAGA Exhaustion

9 24. On or about February 8, 2022, ADAMSON notified the California Labor &
10 Workforce Development Agency (the "LWDA") of the Labor Code violations to which he and his
11 aggrieved peers were subjected, and on information and belief, continue to be subjected. Thereafter,
12 he timely served this PAGA notice on Defendants by certified mail, in compliance with the PAGA
13 statute.

14 **First Cause of Action**

15 **For Failure to Pay Earned Wages**

16 **(California Labor Code § 204)**

17 **By Plaintiff Against All Defendants**

18 25. Plaintiff hereby incorporates the preceding paragraphs.

19 26. Defendants failed to pay Plaintiff the wages that he earned, as required by the Code
20 and the Wage Order.

21 27. Plaintiff has been deprived of his rightfully earned wages as a direct and proximate
22 result of Defendants' failure to pay said compensation. Plaintiff is entitled to recover such amounts,
23 plus interest thereon, attorney's fees and costs.

24 **Second Cause of Action**

25 **For Failure to Pay Minimum Wages**

26 **(California Labor Code §§ 1182.12, 1194 *et seq.*, 1197, 1198; IWC Wage Order No. 5-2001)**

27 **By Plaintiff Against All Defendants**

28 28. Plaintiff hereby incorporates the preceding paragraphs.

29. Plaintiff is entitled to minimum wage as provided under the Code and the Wage Orders.

30. The Labor Code and the Wage Orders provide that an employer must pay a minimum wage to an employee, which is nine dollars and no cents (\$9.00) per hour for all hours worked effective July 1, 2014 through December 31, 2015; ten dollars and no cents (\$10.00) per hour for all hours worked effective January 1, 2016 through December 31, 2016; ten dollars and fifty cents (\$10.50) per hour for all hours worked effective January 1, 2017 through December 31, 2017 (for employers with 26 or more employees); eleven dollars (\$11.00) per hour for all hours worked effective January 1, 2018 through December 31, 2018; twelve dollars (\$12.00) per hour for all hours worked effective January 1, 2019 through December 31, 2019; and thirteen dollars (\$13.00) per hour for all hours worked effective January 1, 2020 through Plaintiff's employment.

31. Defendants refused to pay plaintiff for all time worked, placing arbitrary caps on reporting time worked and explicitly refusing to pay for work after hours.

32. As a result, defendants failed to pay plaintiff minimum wage for his work, as required by the Code and the Wage Orders.

33. Defendants thus required plaintiff to work under conditions prohibited by order of the IWC, in violation of those orders.

34. Defendants deprived Plaintiff of his rightfully earned minimum wage compensation, as a direct and proximate result of Defendants' failure to pay said compensation. Under Labor Code § 1194, Plaintiff is entitled to recover such amounts, plus interest thereon, reasonable attorney's fees, and costs.

35. In addition, under Labor Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid, and interest thereon.

Third Cause of Action

For Failure to Pay Overtime Compensation

(California Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001)

By Plaintiff Against All Defendants

36. Plaintiff hereby incorporates the preceding paragraphs.

1 37. The Code and the Wage Order provide that a workday consists of eight hours, a
2 workweek consists of 40 hours, and an employer must compensate an employee who works
3 overtime hours with either one-and-one-half times or double the employee's regular rate of
4 compensation. Defendants employed plaintiff for more than eight hours per day and more than 40
5 hours per workweek, but defendants failed to pay plaintiff the overtime compensation required by
6 the California Labor Code and the Wage Order.

7 38. Defendants thus required plaintiff to work for longer hours than those fixed, or under
8 conditions prohibited, by order of the IWC, in violation of those orders.

9 39. Defendants deprived plaintiff of his rightfully earned overtime compensation as a
10 direct and proximate result of defendants' failure to pay said compensation. Under Labor Code §
11 1194, plaintiff is entitled to recover such amounts, plus interest thereon, attorney's fees, and costs.

12 **Fourth Cause of Action**

13 **For Failure to Pay Meal Period Compensation**

14 **(California Labor Code §§ 226.7, 1198; IWC Wage Order No. 5-2001)**

15 **By Plaintiff Against All Defendants**

16 40. Plaintiff hereby incorporates the preceding paragraphs.

17 41. The Code and the Wage Order provide that an employee is entitled to an
18 uninterrupted, off-the-clock meal period of not less than 30 minutes for every five hours worked.
19 The Code and the Wage Order also require the employer to pay the employee one hour at the
20 employee's regular rate of compensation for each day that the employer does not provide at least
21 one required meal period.

22 42. Defendants employed plaintiff for work periods of more than five (5) hours without
23 a timely meal period of not less than 30 minutes and failed to compensate plaintiff for such meal
24 periods, as required by Labor Code § 226.7 and the Wage Order.

25 43. Defendants employed plaintiff for work periods of more than ten (10) hours without
26 a timely second meal period of not less than 30 minutes and failed to compensate plaintiff for such
27 periods, as required by Labor Code § 226.7 and the Wage Order.

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44. Defendants deprived plaintiffs of his rightfully earned compensation for meal periods as a direct and proximate result of defendants' failure to pay said compensation.

45. The remedy provided for in Code § 226.7 constitutes a wage, and plaintiff is entitled to interest thereon. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1099-1100.

46. Defendants thus required plaintiff to work for longer hours than those fixed, or under conditions prohibited, by order of the IWC, in violation of those orders.

Fifth Cause of Action

For Failure to Pay Rest Period Compensation

(California Labor Code §§ 226.7, 1198; IWC Wage Order No. 5-2001)

By Plaintiffs Against All Defendants

47. Plaintiff hereby incorporates the preceding paragraphs.

48. The Code and the Wage Order provide that an employee is entitled to an uninterrupted rest period of not less than 10 net minutes for every four hours worked or major fraction thereof. The Code and the Wage Order require the employer to pay the employee one hour at the employee's regular rate of compensation for each day that the employer does not provide at least one required rest period.

49. Defendants employed plaintiff for work periods of four hours or major fraction thereof without rest periods of ten minutes' net rest time and failed to compensate plaintiff for such rest periods, as required by Code § 226.7 and the Wage Order.

50. Defendants deprived Plaintiff of his rightfully earned compensation for rest periods as a direct and proximate result of defendants' failure to pay said compensation.

51. The remedy provided for in Code § 226.7 constitutes a wage, and plaintiff is entitled to interest thereon. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1099-1100. Defendants thus required plaintiff to work for longer hours than those fixed, or under conditions prohibited, by order of the IWC, in violation of those orders.

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Sixth Cause of Action

For Failure to Furnish Accurate Wage and Hour Statements

(California Labor Code § 226)

By Plaintiff Against All Defendants

52. Plaintiff hereby incorporates the preceding paragraphs.

53. Labor Code § 226(a) required defendants, “semimonthly or at the time of each payment of wages,” to furnish plaintiff “an accurate itemized statement in writing” showing gross and net wages earned, total hours worked by the employee/employees, rates of pay, and other information.

54. Defendants knowingly and intentionally failed to provide plaintiff with such wage and hour statements accurately reflecting the true amount of time worked, wages earned and meal and rest period premiums earned, in violation of section 226(a).

55. Plaintiff suffered injury as a result of defendants’ knowing and intentional failure to provide him with the wage and hour statements required by law.

56. Under Labor Code § 226, subsections (e) and (f), and based on defendants’ conduct as alleged herein, plaintiff is entitled to: (a) fifty dollars (\$50) for the initial pay period in which a wage and hour statement violation occurred, and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000); (b) injunctive relief to ensure defendants’ compliance with Labor Code § 226; and (c) an award of costs and reasonable attorney's fees.

Seventh Cause of Action

For Waiting Time Penalties

(California Labor Code §§ 201, 202 and 203)

By Plaintiff Against All Defendants

57. Plaintiff hereby incorporates the preceding paragraphs.

58. Defendants willfully failed to pay plaintiff accrued wages due to him promptly upon separation, as required by California Labor Code § 201.

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59. Alternatively, defendants willfully failed to pay plaintiff accrued wages due to him within three days after separation, as required by California Labor Code §202.

60. Based on defendants' conduct as alleged herein, defendants are liable for statutory penalties pursuant to Labor Code § 203.

Eighth Cause of Action

Wrongful Constructive Termination in Violation of Public Policy

By Plaintiff Against All Defendants

61. Plaintiff hereby incorporates the preceding paragraphs.

62. Defendants employed ADAMSON at all times relevant herein.

63. Defendants continually subjected ADAMSON to working conditions that violated public policy, in that defendants, among other things: (1) failed to pay plaintiff all regular and overtime wages owed to him; (2) failed to pay plaintiff minimum wages; (3) failed to provide him timely and accurate wage and hour statements; (4) failed to provide him with compliant meal and rest periods, or compensation in lieu thereof; (5) failed to provide him all wages owed upon separation; and (6) otherwise failed to comply with numerous provisions of the Labor Code, as described in this Complaint.

64. Defendants intentionally created or knowingly permitted these working conditions that violated public policy, especially aggravated by laughing at the fact that all of their payroll checks were bouncing.

65. The working conditions to which defendants subjected plaintiff, importantly, not paying him by passing off bad payroll checks end to end, were so intolerable that a reasonable person in his position would have had no reasonable alternative except to resign. Plaintiff did, in fact, resign because of all of these unlawful working conditions.

66. As a proximate result of the unlawful working conditions created by defendants, Plaintiff has suffered and continues to sustain substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial.

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67. As a proximate result of the unlawful working conditions created by defendants, Plaintiff has suffered humiliation, emotional distress, and mental pain and anguish, all to his damage in an amount according to proof at the time of trial.

68. The working conditions were a substantial factor in causing plaintiff harm.

69. In doing the acts alleged herein, defendants are guilty of oppression, fraud and malice, and, insofar as the things alleged were attributable to employees of defendants, said employees were employed by them with advance knowledge of the unfitness of the employees and they were employed with a conscious disregard for the rights of others; or defendants authorized or ratified the wrongful conduct; or there was advance knowledge, conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of an officer, director or managing agent of defendants, namely MATSUNAGA, all entitling Jones to the recovery of exemplary and punitive damages.

Ninth Cause of Action

Violation of Business & Professions Code §17200 *et seq.*

By Plaintiff Against All Defendants

70. Plaintiff hereby incorporates the preceding paragraphs.

71. Defendants have engaged, and continue to engage, in unfair and unlawful business practices in California by practicing, employing and utilizing the employment practices outlined above, including, i.e., failing to (a) pay all earned, minimum and overtime wages; (b) provide mandatory meal and rest periods; (c) provide proper and accurate itemized wage statements; and (d) pay all earned compensation at time of separation, as described hereinabove.

72. Defendants' use of such unfair and unlawful business practices constitutes unfair, unlawful competition and provides an unfair advantage over defendants' competitors.

73. Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

74. During the limitations period, Defendants have engaged in unlawful, deceptive and unfair business practices, proscribed by Business & Professions Code § 17200 *et seq.*, including

1 those described herein, thereby depriving Plaintiff of the minimum working conditions and
2 standards due him under California law and Industrial Commission wage orders as described herein.

3 **Tenth Cause of Action**

4 **For Failure to Allow Inspection of Personnel and Compensation Records**

5 **(California Labor Code §§ 1198.5, 226)**

6 **By Plaintiff and Against All Defendants**

7 75. Plaintiff hereby incorporates the preceding paragraphs.

8 76. California Labor Code Section 1198.5 mandates that every current or former
9 employee, or her representative, has the right to inspect and receive copies of the employee's
10 personnel records pertaining to her job performance and/or grievance. Pursuant to subparts (a) and
11 (k) of Section 1198.5, an employer must comply with a request for the same by an employee or her
12 representative within 30 calendar days, the failure to do so subjecting the employer to a penalty of
13 \$750.

14 77. Section 226, subparts (b) and (c), further permit a current or former employee to
15 demand the right to inspect and receive a copy of their compensation records, and any employer
16 receiving a request for the same must comply within 21 days. Pursuant to subpart (f), an employer's
17 failure to timely comply entitles the employee to a penalty of \$750.

18 78. Defendant ROBBY MATSUNAGA, as the owner, principal, managing agent and
19 alter ego of MEI, who violated and/or caused the Labor Code to be violated, is liable together with
20 the company pursuant to Labor Code Section 558.1.

21 79. Plaintiff herein duly submitted requests for his personnel file and compensation
22 records, however Defendants failed to timely comply, entitling both Plaintiff to recover from
23 Defendants the statutory penalties afforded them under both sections 1198.5(k) and 226(f), plus
24 their attorneys' fees and costs.

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1 **Eleventh Cause of Action**

2 **For Civil Penalties for Violations of the Labor Code**

3 **(California Labor Code Section 2698, *et seq.*)**

4 **By ADAMSON Individually, On Behalf of All Aggrieved Employees, and**

5 **On Behalf of the Public Against All Defendants**

6 80. Plaintiff incorporates the preceding paragraphs.

7 81. Throughout the PAGA Period, Defendants have violated and, on information and
8 belief, continue to violate provisions of the Labor Code, including §§ 201, 202, 203, 204, 208, 226,
9 226.7, 432, 510, 512, 1174, 1194, 1197, 1198, 1198.5.

10 82. Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of
11 himself or herself and other current or former employees, to bring a civil action to recover civil
12 penalties pursuant to the procedures specified in Labor Code § 2699.3.

13 83. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
14 § 2699.3. By letter dated February 8, 2022, Plaintiff gave written notice by online filing with the
15 LWDA and by certified mail to defendants MEI and MATSUNAGA of Plaintiff's allegations of
16 Defendants' violations of the Labor Code. The LWDA failed to notify this representative Plaintiff
17 by certified mail that it does not intend to investigate the alleged violations within 60 calendar days
18 of the postmark date of the notice filing and failed to send any notice within 65 days of Plaintiff's
19 filing of the notice of its intention to investigate Plaintiff's claimed violations.

20 84. Pursuant to Labor Code § 2699.3, subdivision (a)(2), Plaintiff may seek civil
21 penalties under the PAGA, codified at Labor Code §§ 2698, *et seq.*

22 85. Pursuant to Labor Code § 2699, subdivisions (a) and (f), Plaintiff is entitled to
23 recover civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 208, 226,
24 226.7, 432, 510, 512, 1174, 1194, 1197, 1198, 1198.5, in the following amounts:

- 25 a. For violation of Labor Code § 201, one hundred dollars (\$100) for each
26 underpaid employee for each pay period the employee was underpaid, and
27 two hundred dollars (\$200) for each subsequent violation for each underpaid
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1 employee for each pay period (penalty amounts established by Labor Code
2 Section 2699(f)(2));

3 b. For violation of Labor Code § 204, one hundred dollars (\$100) for each
4 underpaid employee for each pay period the employee was underpaid, and
5 two hundred dollars (\$200) for each subsequent violation or any willful or
6 intentional violation, for each underpaid employee for each pay period, plus
7 25 percent of the amount unlawfully withheld (penalty amounts established
8 by Labor Code Section 210);

9 c. For violation of Labor Code § 208, one hundred dollars (\$100) for each
10 aggrieved employee per pay period for the initial violation and two hundred
11 dollars (\$200) for each aggrieved employee per pay period for each
12 subsequent violation (penalty amounts established by Labor Code Section
13 2699(f)(2));

14 d. For violation of Labor Code § 226(a), two hundred fifty dollars (\$250) for
15 each employee per pay period for the initial violation and one thousand
16 dollars (\$1,000) per employee in a subsequent violation (penalty amounts
17 established by Labor Code Section 226.3) *or* one hundred dollars (\$100) for
18 each aggrieved employee per pay period for the initial violation and two
19 hundred dollars (\$200) for each aggrieved employee per pay period for each
20 subsequent violation;

21 e. For violation of Labor Code § 226(b), one hundred dollars (\$100) for each
22 aggrieved employee per pay period for the initial violation and two hundred
23 dollars (\$200) for each aggrieved employee per pay period for each
24 subsequent violation (penalty amounts established by Labor Code Section
25 2699(f)(2));

26 f. For violation of Labor Code § 226.7, one hundred dollars (\$100) for each
27 aggrieved employee per pay period for the initial violation and two hundred
28 dollars (\$200) for each aggrieved employee per pay period for each

subsequent violation (penalty amounts established by Labor Code Section 2699(f)(2));

g. For violation of Labor Code § 432, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by Labor Code Section 2699(f)(2));

h. For violation of Labor Code § 510, fifty dollars (\$50) for each underpaid employee for each pay period the employee was underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period in addition to an amount sufficient to recover underpaid wages (penalty amounts established by Labor Code Section 558);

i. For violation of Labor Code § 512, fifty dollars (\$50) for each underpaid employee for each pay period the employee was underpaid in addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for each subsequent violation for each underpaid employee for each pay period in addition to an amount sufficient to recover underpaid wages (penalty amounts established by Labor Code Section 558);

j. For violation of Labor Code § 1174, five hundred dollars (\$500) for any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174 (penalty amounts established by Labor Code Section 1174.5);

k. For violation of Labor Code § 1194(a), one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each

subsequent violation (penalty amounts established by Labor Code Section 2699(f)(2));

l. For violation of Labor Code § 1197, one hundred dollars (\$100) for each underpaid employee for each pay period the employee was underpaid, and two hundred dollars (\$250) for each subsequent violation for each underpaid employee for each pay period (penalty amounts established by Labor Code Section 1197.1);

m. For violation of Labor Code § 1198, one hundred dollars (\$100) for each underpaid employee for each pay period the employee was underpaid, and two hundred dollars (\$200) for each subsequent violation for each underpaid employee for each pay period (penalty amounts established by Labor Code Section 2699(f)(2)); and

n. For violation of Labor Code § 1198.5, one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by Labor Code Section 2699(f)(2)).

86. Plaintiff further demands reasonable attorney's fees, costs of suit, and interest pursuant to California Labor Code §§ 2699(g)(1).

Prayer for Relief

WHEREFORE, Plaintiff hereby prays that the Court enter judgment in his favor and against Defendants and Does 1 through 10, Inclusive, and each of them, as follows:

1. For unpaid wages in an amount according to proof;
2. For minimum wage compensation in an amount according to proof;
3. For liquidated damages for unpaid minimum wages in an amount according to proof;
4. For overtime compensation in an amount according to proof;
5. For meal period compensation in an amount according to proof;
6. For rest period compensation in an amount according to proof;

7. For Labor Code §§ 226(e), 226(f), 1198.5(k) statutory penalties in an amount according to proof;
8. For Labor Code § 203 penalties in an amount according to proof;
9. For disgorgement and restitution of wages wrongfully withheld under Business & Prof. Code §17200, *et seq.*;
10. For civil penalties in accordance with Labor Code § 2698, *et seq.*;
11. For general damages in an amount according to proof;
12. For special damages in an amount according to proof;
13. For punitive damages in an amount according to proof;
14. For prejudgment interest on the foregoing at the legal rate;
15. For reasonable attorney fees as allowable;
16. For costs of suit incurred herein;
17. For such further relief as the Court may deem appropriate.

Plaintiff hereby demands jury trial of this matter.

Dated: April 14, 2022

KASED LAW GROUP APC

By: 

Nathan N. Kased
Janine R. Menhennet
Attorneys for Plaintiff,
DENNIS ADAMSON and Aggrieved
Employees