

MESSRELIAN LAW INC.

Harout Messrelian (SB# 272020)
hm@messrelianlaw.com
Maralle Messrelian, Of Counsel (SB#316974)
maralle@messrelianlaw.com
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorneys for Plaintiff Arturo Vera Lopez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

ARTURO VERA LOPEZ,	)	CASE NO.: 22CV003751
	)	
Plaintiff,	)	COMPLAINT FOR DAMAGES FOR:
	)	
vs.	)	1) FAILURE TO COMPENSATE FOR
	)	ALL HOURS WORKED;
	)	2) FAILURE TO PAY MINIMUM
GREEN VALLEY LANDSCAPE, INC.;	)	WAGES;
MITSUGU MORI; and	)	3) FAILURE TO PAY OVERTIME;
DOES 1 to 25, inclusive,	)	4) FAILURE TO PROVIDE
	)	ACCURATE ITEMIZED WAGE
	)	STATEMENTS;
Defendants.	)	5) FAILURE TO PAY WAGES WHEN
	)	EMPLOYMENT ENDS;
	)	6) FAILURE TO PAY WAGES OWED
	)	EVERY PAY PERIOD;
	)	7) FAILURE TO GIVE REST BREAKS;
	)	8) FAILURE TO GIVE MEAL
	)	BREAKS;
	)	9) FAILURE TO REIMBURSE FOR
	)	BUSINESS EXPENSES;
	)	10) PRIVATE ATTORNEYS GENERAL
	)	ACT ("PAGA");
	)	11) DISCRIMINATION ON THE BASIS
	)	OF PHYSICAL DISABILITY IN
	)	VIOLATION OF FEHA;
	)	12) FAILURE TO ACCOMMODATE
	)	PHYSICAL DISABILITY IN
	)	VIOLATION OF FEHA;
	)	13) FAILURE TO ENGAGE IN
	)	INTERACTIVE PROCESS TO

) DETERMINE REASONABLE
) ACCOMMODATION IN
) VIOLATION OF FEHA;
) 14) RETALIATION IN VIOLATION OF
) FEHA;
) 15) FAILURE TO PREVENT
) DISCRIMINATION AND
) RETALIATION IN VIOLATION OF
) FEHA;
) 16) WRONGFUL TERMINATION IN
) VIOLATION OF PUBLIC POLICY;
) 17) VIOLATION OF CALIFORNIA
) BUSINESS AND PROFESSIONS
) CODE SECTION 17200.

)
)
DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, ARTURO VERA LOPEZ (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Monterey in this judicial district because Defendants GREEN VALLEY LANDSCAPE, INC., MITSUGU MORI, and DOES 1 to 25, inclusive, do business in the County of Monterey and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Monterey is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the city of Seaside, County of Monterey, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SAN FELIPE FARMS, INC. is and was a California corporation, doing business in Monterey County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant GREEN VALLEY LANDSCAPE, INC. is and was a California limited partnership, doing business in Monterey County, California, and which employed Plaintiff.

5. Defendant MITSUGU MORI is a citizen of California based on Plaintiff's information and belief.

6. In relevant part, Labor Code section 558.1 states:

1 (a) Any employer or other person acting on behalf of an employer, who
2 violates, or causes to be violated, any provision regulating minimum
3 wages or hours and days of work in any order of the Industrial Welfare
4 Commission, or violates, or causes to be violated, Sections 203, 226,
226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such
violation.

5 (b) For purposes of this section, the term “other person acting on behalf
6 of an employer” is limited to a natural person who is an owner, director,
7 officer, or managing agent of the employer, and the term “managing
agent” has the same meaning as in subdivision (b) of Section 3294 of the
Civil Code.

8 7. Plaintiff is informed and believes and thereon alleges that MITSUGU MORI is a natural
9 person and an owner, director, officer, and/or managing agent of Defendant GREEN VALLEY
10 LANDSCAPE, INC., who directly or indirectly, or through an agent or any other person,
11 employed or exercised control over the wages, hours, or working conditions of Plaintiff.
12 Therefore, he is liable to Plaintiff for his violations of, or causing Defendants to violate, Labor
13 Code sections 203, 226, 226.7, 1193.6, 1194, 2802 and the Wage Order (no. 4) pursuant to Labor
14 Code section 558.1. Plaintiff. GREEN VALLEY LANDSCAPE, INC. and MITSUGO MORI
15 are hereinafter collectively referred to as “Defendants” or “GREEN VALLEY.”

16 8. The “aggrieved employees” are all current and former hourly non-exempt or hourly paid
17 employees who worked for GREEN VALLEY at any and all of their California locations during
18 the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code
Private Attorneys General Act of 2004 (“PAGA”).

19 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
20 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
21 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
22 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
23 for the conduct alleged herein. Upon discovering the true names and capacities of these
24 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
25 capacities of these fictitiously named defendants.

26 10. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
27 that information and belief, alleges that at all times herein mentioned, each of the remaining
28 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and

1 under the authority of their agency, employment, or representative capacity, with the consent of
2 his/her codefendants.

3 **GENERAL ALLEGATIONS**

4 11. Plaintiff started working for GREEN VALLEY over a decade ago. Plaintiff was
5 classified as an hourly, non-exempt employee and was an assistant to the landscapers. Plaintiff's
6 employment ended in or around the end of December 2021. Plaintiff's typical schedule involved
7 6 days per week. Plaintiff's latest rate of pay was \$18 per hour.

8 12. It is Plaintiff's position that GREEN VALLEY has violated numerous Labor Code
9 Sections against Plaintiff and other similarly situated aggrieved employees.

10 13. GREEN VALLEY did not provide Plaintiff and other aggrieved employees with
11 compensation for all hours worked and did not pay Plaintiff and others the minimum wages to
12 which they were entitled for work performed pursuant to California Labor Code sections 1194,
13 1197 and 1197.1. This is so because GREEN VALLEY had a policy of rounding down the hours
14 worked by Plaintiff and other aggrieved employees which translated to Plaintiff and others not
15 being paid for all hours worked, including minimum wages. In addition, and to the extent
16 Plaintiff and others' meal breaks were interrupted and they had to work through meal periods,
17 that time was "off the clock" and was not compensated in violation of California's minimum
18 wage laws. Furthermore, Plaintiff and others were not paid for "travel time" and while they were
19 still under the control of the employer. In other words, after Plaintiff and others would clock out
20 for the day, they would still have to ride back to the main yard while under the control of the
21 employer. This ride would take 20-30 minutes, however, Plaintiff and others were not
22 compensated for this time whatsoever (which would also be considered overtime since it would
be past the 8th hour worked).

23 14. Furthermore, GREEN VALLEY was subject to the prevailing wage laws of the State of
24 California pursuant to Labor Code § 1771, regarding work undertaken on public construction
25 projects. Under Labor Code § 1771, the only legal wage which may be paid to workers on public
26 works projects is the prevailing wage. GREEN VALLEY compensated Plaintiff and other
27 similarly situated aggrieved employees for their labor on public improvement, or public works
28 construction projects, at a rate of pay below the general prevailing rate of per diem wages for

1 work of a similar character in the locality in which the public work is performed, and less than
2 the general prevailing rate of per diem wages for holiday and overtime work.

3 15. GREEN VALLEY was subject to the prevailing wage laws of the State of California
4 pursuant to Labor Code § 1774, regarding work undertaken on public construction projects.
5 GREEN VALLEY violated Labor Code § 1774, because it paid its employees, including
6 Plaintiff, less than the specific prevailing rates of wages to all workmen employed in the
7 execution of the contract of the projects. Plaintiff and others similarly situated worked on public
8 works projects, especially for the State of California.

9 16. Due to the above “off the clock” hours, GREEN VALLEY also violated Labor Code
10 §510 because it failed to pay Plaintiff and other aggrieved employees the correct amount of
11 overtime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours
12 per week throughout their employment. Plaintiff’s and other aggrieved employees’ actual work
13 hours entitled them to overtime compensation, however, GREEN VALLEY did not compensate
14 its hourly, non-exempt employees with the correct amount of overtime, including for travel time,
15 and did not include bonuses/incentive pay in calculating the regular rate of pay for purposes of
16 deciphering the overtime rate of pay.

17 17. GREEN VALLEY also violated Labor Code § 226.7 and the appropriate Industrial
18 Welfare Commission Wage Order no. 4 because it failed to provide Plaintiff and others with 10-
19 minute rest periods for every four hours of work, or majority portion thereof, throughout their
20 employment. GREEN VALLEY did not completely relieve Plaintiff and others of all duty
21 during said rest periods. GREEN VALLEY did not pay to Plaintiff and others one additional
22 hour of pay at Plaintiff’s regular rate of compensation for each workday that one or more
23 statutory rest periods was not provided. It was not part of the company policy for employees
24 such as Plaintiff and others to consistently take uninterrupted rest breaks every 4 hours worked.
25 As such, the culture at GREEN VALLEY did not lend itself to the employees consistently
26 receiving statutory rest breaks wherein they were relieved of all work duties. As such, the
27 environment at GREEN VALLEY was not conducive to receiving statutory rest breaks under
28 California law and timely, statutory rest breaks were not authorized or enforced.

18. GREEN VALLEY violated Labor Code §§ 512 and 226.7 along with Industrial Welfare

1 Commission Wage Order no. 4 because it failed to provide hourly, non-exempt employees,
2 including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods for every five
3 (5) hours of work throughout their employment. GREEN VALLEY did not completely relieve
4 employees of all duty during said meal periods. GREEN VALLEY did not pay to Plaintiff and
5 its hourly, non-exempt employees one additional hour of pay at their regular rate of
6 compensation for each workday that one or more statutory meal periods was not provided. Like
7 the rest breaks, consistently receiving a timely, uninterrupted thirty-minute uninterrupted meal
8 break was not part of the company culture and was not enforced by GREEN VALLEY. There
9 were instances wherein Plaintiff would not receive his meal period before the 5th hour worked
10 or instances wherein his meal periods would be short or interrupted by work-related tasks. As
11 such, it was the normal practice and custom of GREEN VALLEY not to consistently authorize,
12 permit, and enforce timely, uninterrupted statutory meal periods. As such, Plaintiff and others
13 would have to deal with late, short, or interrupted meal periods.

14 19. Furthermore, during the relevant time period, and due to the labor code violations cited
15 above, GREEN VALLEY failed to pay Plaintiff and others all wages due to them within any
16 time period specified by California Labor Code section 204. GREEN VALLEY was also in
17 violation of California Labor Code section 226(a), by failing to include pertinent information on
18 the wage statements, including but not limited to, the full and correct name of the legal employer
19 along with the employer's address, all hours worked (including "off the clock" hours and
20 overtime), all applicable hourly rates, gross wages earned, net wages earned, the correct start and
21 end time of the pay period, all deductions, the employee's identifying information, and premium
22 pay for the missed meal and rest breaks. As such, GREEN VALLEY did not provide Plaintiff
23 and other similarly situated aggrieved employees with complete, accurate itemized wage
24 statements.

25 20. During the relevant time period, GREEN VALLEY also failed to keep accurate and
26 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
27 and others pursuant to California Labor Code sections 1174(d).

28 21. GREEN VALLEY also violated Labor Code § 203 because it willfully failed to pay
Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation

1 of employment, either immediately upon involuntary termination, or within 72 hours of
2 resignation. These earned but unpaid wages include payment for all hours worked (including the
3 minimum wage), overtime compensation, and premium pay for missed meal and rest breaks.

4 22. Furthermore, during the relevant time period, Plaintiff and other aggrieved employees
5 incurred necessary, business-related expenses and costs that were not reimbursed by GREEN
6 VALLEY. These costs include, but are not limited to, uniforms. Accordingly, GREEN VALLEY
7 was in violation of California Labor Code sections 2800 and 2802.

8 23. Moreover, Plaintiff would have individual claims for discrimination in violation of the
9 Fair Employment and Housing Act (FEHA), failure to accommodate/engage in the interactive
10 process under FEHA, and wrongful termination in violation of public policy in that Plaintiff was
11 terminated because he contracted covid-19 and was not able to work for a period of time. In fact,
12 the company was unequivocally aware of Plaintiff's status as covid-positive because Plaintiff
13 sent the test results to management. Once Plaintiff recovered, he was informed by the company
14 that there was "no more work" for him and that he needed to find another job.

15 24. Furthermore, Plaintiff would have causes of action against the company due to an unsafe
16 and unhealth work environment under Labor Code Section 6400 *et seq* in that the owner of the
17 company would force the employees to engage in physical fights against one another, causing
18 Plaintiff and others to sustain injuries.

19 25. Plaintiff has exhausted his administrative remedies. Prior to the filing of this lawsuit,
20 Plaintiff filed a complaint with the Department of Fair Employment and Housing ("DFEH"),
21 alleging claims in this complaint. The DFEH immediately issued to Plaintiff a right to sue letter.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

24 **(California Industrial Welfare Commission Order 4-2001, California Code of
25 Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 26. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
28 alleged herein.

27. At all times relevant herein, Defendants were required to compensate their employees for

1 all hours worked upon reporting for work at the appointed time stated by the employer pursuant
2 to Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Section
3 11040.

4 28. For the three (3) years preceding filing of this action, Defendants failed to compensate
5 Plaintiff for all hours worked.

6 29. Under the aforementioned wage order and regulations, Plaintiff is to recover
7 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
8 the filing of this Complaint.

9 30. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
10 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
11 this Court.

12 31. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
13 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled
14 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
15 attorney's fees and costs of suit.

16 32. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
17 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
18 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(California Labor Code Sections 1194, 1194.2, 1197)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 33. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
24 fully alleged herein.

25 34. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
26 to suffer or permit a California employee to work without paying wages at the minimum wage
27 rate for all hours worked as required by the applicable Industrial Welfare Commission
28 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title
8, Section 11040, subdivision 4.

1 35. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant times,
2 “hours worked” included “the time during which an employee is subject to the control of an
3 employer, and includes all the time the employee is suffered or permitted to work, whether or
4 not required
5 to do so...”

6 36. During his employment, Plaintiff was regularly required as a matter of uniform policy
7 and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid
8 less than the minimum wage rate by Defendants for hours worked in violation of California
9 Labor Code Section 1197 and the applicable California Industrial Wage Commission wage
10 order(s).

11 37. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
12 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
13 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
14 to believe that their acts or omissions were not contrary to California law.

15 38. For all hours worked by Plaintiff for which he was paid less than the minimum wage rate
16 by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage rate
17 and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid
18 minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also
19 entitled to attorney’s fees, costs and interests according to proof.

20 39. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at
22 trial.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(California Industrial Welfare Commission Order 4-2001, California Code of**
26 **Regulations Title 8 Section 11040; California Labor Code Section 510)**
27 **(Plaintiff against all named defendants and all DOE defendants)**

28 40. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
fully alleged herein.

1 41. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of Regs., Title
2 8, Section 11040, for the period of Plaintiff's employment, Defendants were required to
3 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
4 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
5 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
6 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

7 42. Plaintiff was a non-exempt employee entitled to the protections of the California
8 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
9 Section 11040.

10 43. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in
11 a single workweek on numerous occasions.

12 44. Plaintiff was entitled to the above overtime premiums.

13 45. Defendants did not pay Plaintiff premium wages of at least one and one-half times
14 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

15 46. Defendants did not pay Plaintiff premium wages of at least one and one-half times
16 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

17 47. Plaintiff worked at least one pay period in which he was not properly paid overtime
18 within the three (3) years prior to the initiation of this lawsuit.

19 48. Defendants know or should know the actual dates of overtime worked, the amount of
20 overtime worked, and the amount of unpaid overtime due.

21 49. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
22 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
23 Court.

24 50. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
25 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
26 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
27 reasonable attorney's fees and costs of suit.

28 51. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **FOURTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

4 **(California Labor Code Section 226)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 52. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
7 fully alleged herein.

8 53. Pursuant to California Labor Code Section 226, every employer must furnish each
9 employee an itemized statement of wages and deductions at the time of payment of wages.

10 54. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
11 accurately reflected all information required by Labor Code Section 226, including but not
12 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
13 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
14 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to
15 maintain and provide accurate itemized wage statements to Plaintiff in accordance with
16 California Labor Code Section 226(a).

17 55. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
18 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
19 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
20 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
21 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
22 the 3-year period immediately preceding the date this lawsuit was filed.

23 56. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained
24 damages, including loss of earnings, in an amount to be established at trial. As a further direct
25 and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to
26 recover penalties, in an amount to be established at trial, as well as costs and attorney's fees
27 pursuant to statute.

28 57. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

4 **(California Labor Code Sections 201, 203)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 58. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
7 fully alleged herein.

8 59. Pursuant to California Labor Code Section 201(a), an employer who discharges an
9 employee must immediately pay for all compensation due and owing.

10 60. Pursuant to California Labor Code Section 202, when an employee resigns, the employer
11 must pay all compensation due and owing within 72 hours of resignation, or on the employee's
12 last day of work, if the employee gives more than 72 hours notice of resignation.

13 61. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
14 without abatement or reduction, any wages of an employee whose employment ends, the wages
15 of the employee shall continue as a penalty from the due date at the same rate until paid or until
16 an action is commenced; however, the wages shall not continue for more than 30 days for failure
17 to pay an employee owed wages.

18 62. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
19 from his employment, Defendants willfully refused and continue to refuse to pay his unpaid
20 wages as required by Labor Code Section 203.

21 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.
23 Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
24 preceding the filing of this lawsuit.

25 64. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
26 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
27 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

28 65. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
along with any allowable interest, penalties, attorney's fees, and costs according to proof at

1 trial.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

4 **(California Labor Code Section 204)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 66. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
7 alleged herein.

8 67. California Labor Code Section 204 establishes the fundamental right of all employees
9 in the State of California to be paid wages in a timely fashion for their work.

10 68. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full
11 amount of all owed wages when due as required by California Labor Code Section 204.

12 69. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,
13 believes, and thereon alleges, that all times relevant during the liability period, Defendants
14 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including
15 overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

16 70. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
17 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
18 amount of unpaid wages is not presently known to Plaintiff but can be determined directly from
19 Defendants' records or indirectly based on information from Defendants' records.

20 71. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO GIVE REST BREAKS**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 72. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
27 fully alleged herein.

28 73. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides

1 that every employer shall authorize and permit all employees to take rest periods,
2 which insofar as practicable shall be in the middle of each work period. The
3 authorized rest period time shall be based on the total hours worked daily at the rate
4 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

- 5 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
6 that if an employer fails to provide an employee a rest period in accordance with the
7 applicable provisions of this order, the employer shall pay the employee one (1) hour
8 of pay at employee's regular rate of compensation for each workday that the rest
9 period is not provided;
- 10 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes
11 the employer \$50.00 for each initial violation, per employee, of any provision of the
12 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 13 d. California Labor Code section 226.7, which states that (a) no employer shall require
14 any employee to work during any rest period mandated by an applicable order of the
15 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
16 a rest period in accordance with an applicable order of the Industrial Welfare
17 Commission, the employer shall pay the employee one (1) additional hour of pay at
18 employee's regular rate of compensation for each work day that the rest period is not
19 provided.

20 74. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
21 break after every four (4) hours of work or major fraction thereof, as required by California law.

22 75. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable
24 interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff
25 prays for the foregoing moneys calculated from 3 years immediately preceding the filing
26 of this lawsuit.

27 76. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
28 fees as well as interest under Labor Code section 218.6.

77. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 78. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
7 Fully alleged herein.

8 79. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 9 a. California Labor Code section 512(a), which requires that employees be given a 30-
10 minute uninterrupted meal break after five (5) hours of work, and a second
11 uninterrupted meal break after ten (10) hours of work;
- 12 b. California Labor Code section 226.7, which states that (a) no employer shall require
13 any employee to work during any meal period mandated by an applicable order of
14 the Industrial Welfare Commission, and (b) if any employer fails to provide an
15 employee a meal period in accordance with an applicable order of the Industrial
16 Welfare Commission, the employer shall pay the employee one (1) additional hour
17 of pay at the employee's regular rate of compensation for each workday that the meal
18 period is not provided;
- 19 c. California Industrial Welfare Commission Order No. 4 section 11(A), as codified
20 under Title 8 of the California Code of Regulations Section 11040, which states that
21 an employer may not employ an employee for a work period of more than five (5)
22 hours without providing the employee with a meal period of not less than 30 minutes,
23 except that when a work period of not more than six (6) hours will complete the day's
24 work the meal period may be waived by mutual consent of employer and employee.
- 25 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
26 codified under Title 8 of the California Code of Regulations Section 11040, which
27 requires an employer to maintain records documenting its employees' meal periods;
- 28 e. California Industrial Welfare Commission Wage Order No. 4 Section 20(A), as
codified under California Code of Regulations Section 11040, which penalizes the

1 employer \$50.00 for each initial violation, per employee, of any provision of the
2 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
3 f. California Labor Code section 1171 and 1173, which have given the California Labor
4 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as
5 enforceable law.

6 80. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
7 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
8 take a second relieved meal break after ten (10) hours of work, as required by California law.
9 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
10 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
11 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that
12 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
13 California Labor Code section 226.7 provides that employers may not require their employees
14 to work through their meal periods. California Labor Code section 226.7 and California Code of
15 Regulations section 11040 requires that if the employer fails to provide the employee with an
16 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
work day that the meal period is not given.

17 81. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
18 regulations, and wage orders alleged in this cause of action along with any allowable interest,
19 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
20 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

21 82. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
22 fees as well as interest under Labor Code section 218.6.

23 83. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
25 trial.

26 ///

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

3 **(Plaintiff against all named Defendants and all DOE defendants)**

4 84. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
5 alleged herein.

6 85. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties.”

9 86. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
10 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course of
11 completing his job duties, which were not reimbursed by Defendants. These costs include, but
12 are not limited to, having to purchase uniforms for the job. Plaintiff is entitled to reimbursement
13 for these necessary expenditures, plus interest and attorney’s fees and costs, under Labor Code
14 section 2802.

15 **TENTH CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **Individual and Representative Claim for PAGA penalties under California Labor Code**
18 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,**
19 **1174.5, 1194, 1197, 1198, 2802, 6400, 6401, 6402, 6403, 6404)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 87. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
22 alleged herein.

23 88. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
24 Defendants of the specific violations of the California Labor Code that Defendants and DOE
25 defendants have violated and continue to violate.

26 89. Pursuant to California Labor code section 2699.3, no response was received from
27 the LWDA within 65 days of the postmark date of the above-alleged letter.

28 90. Plaintiff therefore has exhausted all administrative remedies required of him under
California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this

1 cause of action and pursue penalties in a representative action for Defendants' violations of the
2 Labor Code.

3 91. Pursuant to California Labor Code section 2699, any provisions of the Labor
4 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
5 departments, divisions, commissions, boards, agencies, or employees for violation of the code
6 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
7 behalf of himself or herself and other current or formal employees pursuant to the procedures
8 specified in California Labor Code section 2699.3.

9 92. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
10 violator and had one or more of the alleged violations committed against him, and therefore is
11 properly suited to represent the interests of other current and former employees.

12 93. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties
13 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
14 numerous provisions of the California Labor Code as alleged in this Complaint.

15 94. Plaintiff therefore has exhausted all administrative remedies required of him under
16 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
17 cause of action and pursue penalties in a representative action for Defendants' violations of the
18 Labor Code.

19 95. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants
20 for violating the Labor Code.

21 96. California Labor Code section 558 establishes a civil penalty as follows: Any employer
22 or other person action on behalf of an employer who violates, or causes to be violated, a section
23 of this chapter or any provision regulating hours and days of work in any order of the Industrial
24 Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall
25 be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid
26 employee for each pay period for which the employee was underpaid ...; (2) for each subsequent
27 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which
28 the employee was underpaid ...;

97. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted

1 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is
2 not seeking individual/victim specific relief or underpaid wages under this particular cause of
3 action.

4 98. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
5 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
6 the following:

7 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
8 226.3, 226.7, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802, 6400,
9 6401, 6402, 6403, 6404 via 2698 and 2699, and any other Labor Codes and Industrial
10 Welfare Commission Wage Orders (No. 4) violated based on the facts alleged in this
11 Complaint.

12 99. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
13 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees
14 as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional
15 limits of this Court.

16 **ELEVENTH CAUSE OF ACTION**

17 **DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY**

18 **IN VIOLATION OF FEHA**

19 **(Plaintiff against GREEN VALLEY LANDSCAPE, INC. and all DOE Defendants)**

20 100. Plaintiff incorporates by reference each and every paragraph of this Complaint as
21 if fully alleged herein.

22 101. Defendants and DOES 1 to 25, inclusive, are covered employers under
23 California's Fair Employment and Housing Act.

24 102. California Government Code section 12926(m) has established a "broad
25 definition" of
26 physical disability: disability protections under the Fair Employment and Housing Act
27 ("FEHA") even extend to "perceived" physical disabilities. Id. Under the law of this state,
28 "working" is a major life activity. *See* section 12926.1(c).

103. Plaintiff's Covid-19 illness, which was debilitating, and which limited a major

1 life activity, qualifies as a disability under FEHA, and Plaintiff was entitled to its protection.

2 104. Defendants knew of Plaintiff's disability and violated California Government
3 Code section 12940 et. seq. by discriminating against Plaintiff on the basis of his disability.

4 105. As a direct and proximate result of the aforementioned acts and omissions of
5 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
6 loss of income (past and future), loss of employment benefits (past and future), general and
7 compensatory damages (past and future), mental pain and anguish and emotional distress (past
8 and future), and will continue to suffer in the future, in an amount to be proved at trial.

9 106. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
10 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
11 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
12 their workers' right to work in an environment in which personnel decisions and company
13 policies are made without regard to physical disability, so as to justify the imposition of punitive
14 damages to punish and set an example of said Defendants.

15 107. As a proximate result of the foregoing conduct, which violated the provisions of
16 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
17 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

18 **TWELFTH CAUSE OF ACTION**

19 **FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF**

20 **FEHA**

21 **(Plaintiff against GREEN VALLEY LANDSCAPE, INC. and all DOE Defendants)**

22 108. Plaintiff incorporates by reference each and every paragraph of this Complaint as
23 if fully alleged herein

24 109. California Government Code section 12940(p) provides that it is unlawful for an
25 employer to fail to make reasonable accommodation for the known physical disability of an
26 employee.

27 110. Defendants failed to make reasonable accommodation of Plaintiff's physical
28 disability of which Defendants were unequivocally aware.

111. As a direct and proximate result of the aforementioned acts and omissions of

1 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
2 loss of income (past and future), loss of employment benefits (past and future), general and
3 compensatory damages (past and future), mental pain and anguish and emotional distress (past
4 and future), and will continue to suffer in the future, in an amount to be proved at trial.

5 112. The foregoing conduct engaged in by Defendants and each of their directors,
6 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
7 ratified, and carried on with a conscious and willful disregard of their workers' right to receive
8 reasonable accommodations, so as to justify the imposition of punitive damages to punish and
9 set an example of said Defendants.

10 113. As a proximate result of the foregoing conduct, which violated the provisions of
11 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
12 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

13 **THIRTEENTH CAUSE OF ACTION**

14 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA**

15 **(Plaintiff against GREEN VALLEY LANDSCAPE, INC. and all DOE Defendants)**

16 114. Plaintiff incorporates by reference each and every paragraph of this Complaint as
17 if fully alleged herein.

18 115. California Government Code section 12940(n) provides that it is unlawful for an
19 employer to fail to engage in a timely, good faith, interactive process with an employee to
20 determine effective accommodations for that employee's physical disability.

21 116. Defendants failed to engage in a timely, good faith, interactive process with
22 Plaintiff to determine effective reasonable accommodations for Plaintiff's known physical
23 disability.

24 117. As a direct and proximate result of the aforementioned acts and omissions of
25 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
26 loss of income (past and future), loss of employment benefits (past and future), general and
27 compensatory damages (past and future), mental pain and anguish and emotional distress (past
28 and future), and will continue to suffer in the future, in an amount to be proved at trial.

118. The foregoing conduct engaged in by Defendants and each of their directors,

1 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
2 ratified, and carried on with a conscious and willful disregard of their workers' right to engage
3 in the interactive process and receive reasonable accommodations, so as to justify the imposition
4 of punitive damages to punish and set an example of said Defendants.

5 119. As a proximate result of the foregoing conduct, which violated the provisions of
6 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
7 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

8 **FOURTEENTH CAUSE OF ACTION**
9 **RETALIATION IN VIOLATION OF FEHA**

10 **(Plaintiff against GREEN VALLEY LANDSCAPE, INC. and all DOE Defendants)**

11 120. Plaintiff incorporates by reference each and every paragraph of this Complaint as
12 if fully alleged herein.

13 121. At all times herein mentioned, Government Code section 12940 et. seq. was in
14 full force and effect and was binding upon Defendants and each of them. Said statute imposes
15 certain duties upon Defendants concerning discrimination and retaliation against persons, such
16 as Plaintiff, on the basis of physical disability. Said statutes were intended to prevent the type of
17 injury and damage set forth herein. Plaintiff was, at all times herein mentioned, a member of the
18 class of persons intended to be protected by said statutes. As alleged above, Plaintiff reported his
19 covid illness result to management and was retaliated against and was terminated from his
20 employment as a result of his physical disability.

21 122. As a direct and proximate result of Defendants' conduct, Plaintiff has been
22 harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things.
23 As a result, Plaintiff has suffered such damages in an amount according to proof.

24 123. As a further direct and proximate result of the conduct of Defendants, and each
25 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
26 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
27 such damages in an amount according to proof.

28 124. In committing the foregoing acts, Defendants have been guilty of oppression,
fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to

1 punitive damages in a sum appropriate to punish and make an example out of the foregoing
2 Defendants.

3 125. The acts of oppression, fraud, and/or malice, were engaged in by employees of
4 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
5 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
6 wrongful conduct for which an award of punitive damages is sought, and/or was personally
7 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
8 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
9 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
10 to punitive and exemplary damages against each of the Defendants in accordance with California
11 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant

12 126. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
13 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
14 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
15 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
16 award of attorneys' fees and costs.

17 **FIFTEENTH CAUSE OF ACTION**

18 **FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION**

19 **OF FEHA**

20 **(Plaintiff against GREEN VALLEY LANDSCAPE, INC. and all DOE Defendants)**

21 127. Plaintiff incorporates by reference each and every paragraph of this Complaint as
22 if fully alleged herein.

23 128. At all times herein mentioned, FEHA, California Government Code section
24 12940(k), was in full force and effect and was binding on Defendants. This statute states that it
25 is an unlawful employment practice in California for an employer to "fail to take all reasonable
26 steps necessary to prevent discrimination and harassment from occurring."

27 129. During the course of Plaintiff's employment, Defendants failed to prevent their
28 employees, including management, from engaging in intentional actions that resulted in Plaintiff
being treated less favorably and eventually being terminated because of Plaintiff's protected

1 status (i.e. his disability). During the course of Plaintiff's employment, Defendants failed to
2 prevent their employees from engaging in unjustified employment practices against employees
3 in such protected classes. During the course of Plaintiff's employment, Defendants failed to
4 prevent a pattern and practice by its employees of intentional discrimination and retaliation on
5 the basis of disability, and/or other protected status and/or protected activity.

6 130. Plaintiff believes and, on that basis, alleges that his physical disability, and other
7 protected status and/or protected activity in informing his employer about his positive Covid-19
8 test result was a substantial motivating factor in Defendants' employees' discriminating against
9 him and retaliating against him by terminating his employment.

10 131. As a direct and proximate result of the aforementioned acts and omissions of
11 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
12 loss of income (past and future), loss of employment benefits (past and future), general and
13 compensatory damages (past and future), mental pain and anguish and emotional distress (past
14 and future), and will continue to suffer in the future, in an amount to be proved at trial.

15 132. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive,
16 and each of their directors, officers and/or managing agents, constitutes malice, fraud, and
17 oppression and was authorized, ratified, and carried on with a conscious and willful disregard of
18 their workers' right to work in an environment in which personnel decisions and company
19 policies are made without regard to physical disability, so as to justify the imposition of punitive
20 damages to punish and set an example of said Defendants.

21 133. As a proximate result of the foregoing conduct, which violated the provisions of
22 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
23 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

24 **SIXTEENTH CAUSE OF ACTION**

25 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

26 **(Plaintiff against GREEN VALLEY LANDSCAPE, INC. and all DOE defendants)**

27 134. Plaintiff incorporates by reference each and every paragraph of this Complaint
28 as if fully alleged herein.

1 135. At all times during his employment with Defendants, Plaintiff performed his
2 duties with the utmost diligence and competence.

3 136. Plaintiff is informed and believes and thereon alleges that Defendants' decision
4 to discriminate and retaliate against him and terminate his employment, as alleged herein, was
5 motivated by Plaintiff's disability and Plaintiff having to miss work due to his disability.

6 137. Plaintiff's employment was wrongfully terminated on or around the end of
7 December of 2021 in violation of the fundamental public policy of the State of California with
8 respect to discriminating and retaliating against an employee on account of his physical
9 disability.

10 138. Moreover, Plaintiff was forced to hire an attorney to assist him to end these illegal
11 activities.

12 139. Said conduct violated statutory and constitutional expressions of public policy
13 including, but not limited to, the FEHA, California Labor Code, and the California Constitution,
14 Article 1 section 8.

15 140. As set forth above, said actions by Defendants were wrongful and in violation of
16 the fundamental principles of the public policy of the State of California as reflected in its laws,
17 objectives and policies. Said statutes and constitutional expressions of public policy include,
18 but are not limited to, the FEHA, California Labor Code, and the California Constitution, Article
19 1 section 8. These laws inure to the benefit of the public at large, and not just the private interests
20 of the employers and employees whom they govern or protect.

21 141. As a direct and proximate result of the aforementioned acts and omissions of
22 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
23 loss of income (past and future), loss of employment benefits (past and future), general and
24 compensatory damages (past and future), mental pain and anguish and emotional distress (past
25 and future), and will continue to suffer in the future, in an amount to be proved at trial.

26 142. The foregoing conduct engaged in by Defendants and each of their directors,
27 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
28

1 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
2 an environment free of retaliation, so as to justify the imposition of punitive damages to punish
3 and set an example of said Defendants.

4 **SEVENTEENTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

6 **(California Business and Professions Code Section 17200)**

7 **(Plaintiff against all named Defendants and all DOE defendants)**

8 143. Plaintiff incorporates by reference each and every paragraph of this Complaint
9 as if fully alleged herein.

10 144. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
11 constitute unfair and unlawful business practices under California Business and Professions
12 Code Section 17200, et seq.

13 145. Defendants' violations of the FEHA, California labor laws and the Labor Code
14 constitutes a business practice because it was done repeatedly over a significant period of time
15 in a systematic manner that was detrimental to Plaintiff.

16 146. For the four years preceding the filing of this action, Plaintiff has suffered
17 damages and request damages and/or restitution of all monies and profits to be disgorged from
18 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
19 this Court.

20 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
21 follows:

- 22 1. For compensatory damages including lost past and future wages, regular wages,
23 overtime, and all other sums of money, including employment benefits, together
24 with interest on said amounts, and any other economic injury to Plaintiff, according to
25 proof;
- 26 2. For general damages according to proof;
- 27 3. For special and consequential damages to the extent allowed by law;
- 28 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
at trial;

- 1 5. For an award of punitive damages against Defendant GREEN VALLEY
- 2 LANDSCAPE, INC. according to proof;
- 3 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 4 subject to proof at trial;
- 5 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 6 proof at trial;
- 7 8. For restitution and disgorgement for all unfair business practices by Defendant GREEN
- 8 VALLEY LANDSCAPE, INC. against Plaintiff in an amount subject to proof at trial;
- 9 9. For an order enjoining Defendant GREEN VALLEY LANDSCAPE, INC. from further
- 10 unfair and unlawful business practices in violation of Business and Professions Code
- 11 Sections 17200, et seq.;
- 12 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 13 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 14 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
- 15 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 16 12. For maximum civil penalties available under the Labor Code and applicable Wage
- 17 Order against Defendants as described more particularly in the Complaint and
- 18 representative PAGA claim;
- 19 13. For all remedies available to Plaintiff under the applicable Wage Order and the Labor
- 20 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
- 21 damages, damages, penalties, and waiting time penalties according to proof to the extent
- 22 permitted by law;
- 23 14. For the imposition of civil penalties and/or statutory penalties;
- 24 15. For all interest as allowed by law;
- 25 16. For all costs and disbursements incurred in this suit;
- 26 17. Reasonable attorney's fees where available by law, including but not limited to,
- 27 pursuant to the FEHA, the California Labor Code and/or other applicable laws; and
- 28

///

///

1 18. For such other and further relief as this Court may deem proper.

2
3 DATED: December 1, 2022

MESSRELIAN LAW INC.

4 By Maralle Messrelia
5 Harout Messrelia, Esq.
6 Maralle Messrelia, Esq., Of Counsel
7 Attorneys for Plaintiff Arturo Vera Lopez

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

10
11 DATED: December 1, 2022

MESSRELIAN LAW INC.

12 By Maralle Messrelia
13 Harout Messrelia, Esq.
14 Maralle Messrelia, Esq., Of Counsel
15 Attorneys for Plaintiff Arturo Vera Lopez
16
17
18
19
20
21
22
23
24
25
26
27
28