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8 Attorneys for: Plaintiff JAIME A. CALDERON LEON, individually and on
 9 behalf of other persons similarly situated and similarly aggrieved
 10 employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 JAIME A. CALDERON LEON, individually
 14 and on behalf of other persons similarly
 15 situated and similarly aggrieved employees,

16 Plaintiffs,

17 v.

18
 19 MARIPOSA LANDSCAPES, INC., an active
 20 California Corporation; and DOES 1 through
 21 10,

22 Defendants.

Case No.: 22STCV19397

Assigned to: Hon. David S.
 Cunningham
 Department: SS-11
 Complaint Filed: Jun. 14, 2022

FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Reimburse Business Expenses;
7. Violation of Unfair Business

Practices Act – Bus. & Prof. Code
§§ 17200, *et seq.*; and
8. Penalties Pursuant to Private
Attorneys General Act (“PAGA”)

Plaintiff JAIME A. CALDERON LEON (“Plaintiff”), on behalf of himself and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant MARIPOSA LANDSCAPES, INC. (referred here as “Defendant”) to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate and legally compliant wage statements, to reimburse employee business expenses, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendant employed Plaintiff and other employees during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, Labor Code §1194, *et seq.*, Labor Code §2800, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant Mariposa Landscapes, Inc. is engaged in the business of landscaping services and property maintenance. Plaintiff Leon was hired by Defendant in May of 2021 until Plaintiff’s termination in September of 2021. At all times during his employment, Plaintiff had a non-exempt classification.
4. At the time of his termination, Plaintiff was not paid all his wages.
5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages including overtime he was entitled to, and failed to receive accurate and legally compliant itemized wage statements.

- 1 6. Defendants had a consistent policy of not paying wages for all hours worked,
2 including overtime wages as applicable. This includes the utilization of debit
3 pay cards which did not result in the timely and complete payment of wages at
4 proper intervals, off-the-clock work, and non-provision of net thirty (30) minute
5 meal breaks.
- 6 7. Defendant had a consistent policy of requiring its employees, including
7 Plaintiff, to work through meal periods or work without a meal period for at
8 least five (5) hours of a shift and failing to pay such employees one (1) hour of
9 pay at the employees' regular rate of compensation for each workday that the
10 meal period was not provided or as required by California state wage and hour
11 laws.
- 12 8. Defendant had a consistent policy of failing to allow its employees, including
13 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major
14 fraction, worked, and failing to pay such employees one (1) hour of pay at their
15 regular rate of compensation for each workday that the rest period is not
16 provided, or other compensation, as required by California state and wage and
17 hour laws.
- 18 9. Defendant knowingly provided inaccurate wage statements to its employees,
19 including Plaintiff, that did not correctly include the correct wages, including
20 compensation for meal periods not provided and rest period not authorized or
21 permitted as required by California state wage and hour laws.
- 22 10. Defendant had a consistent policy of failing to pay its employees, including
23 Plaintiff, all wages due at the termination or separation, in violation of
24 California state wage and hour laws.
- 25 11. Defendant had a consistent policy of failing to reimburse its employees,
26 including Plaintiff, for all business expenses incurred in the discharge of their
27 duties.
28

1 12. Plaintiff, on behalf of himself and all Class Members, brings this action
2 pursuant to Lab. Code §§ 201, 202, 203, 212, 213, 226, 226.7, 510, 512, 1194, and
3 1194.2, 2800, and 2802 seeking unpaid wages, business expense reimbursement,
4 penalties, equitable relief, and reasonable attorneys' fees and costs.

5 13. Plaintiff, on behalf of himself and the putative class members, also brings
6 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
7 relief, restitution, and disgorgement of all benefits obtained by Defendants as a
8 result of Labor Code and applicable Wage Order violations.

9 14. Plaintiff, on behalf of the State of California, himself, and other similarly
10 aggrieved employees, also brings this action pursuant to California Private
11 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
12 wages and other compensation, penalties, and reasonable attorneys' fees and
13 costs.

14 II.

15 JURISDICTION AND VENUE

16
17 15. Venue as to each defendant is proper in this judicial district, pursuant to Code
18 of Civil Procedure § 395. The County of Los Angeles is the proper venue,
19 because Defendant is headquartered in the County of Los Angeles and work
20 was performed by class members in the County of Los Angeles and the legal
21 obligations owed by Defendant to Plaintiff and other class members were
22 breached in the County of Los Angeles.

23 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is
24 a resident of California, Defendant is qualified to do business in California, and
25 regularly conducts business in California.

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III.

THE PARTIES

17. Plaintiff JAIME A. CALDERON LEON is a resident of the State of California, and was employed by Defendant in California from May of 2021 through September of 2021.

18. Defendant MARIPOSA LANDSCAPES, INC. was an active California Corporation at all times during the claims of Plaintiff and the putative class, was doing business in California, and had its headquarters located at 6232 Santos Diaz Street in Irwindale, California 91702.

19. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendants sued herein as Does 1 through 10, but he is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to allege their true names and capacities when ascertained.

20. Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects pertinent to this action as the agent of the other defendants carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

IV.

GENERAL ALLEGATIONS

21. At all times relevant here and as set forth in the following paragraphs of this First Amended Complaint, Defendant employed more than 100 people; and Plaintiff and each member of the putative class was employed by Defendants, and each of them, in the State of California.

1 22. The employees of Defendant have not been provided: uninterrupted thirty-
2 minute meal periods for work periods of more than five (5) hours per day;
3 second uninterrupted thirty-minute meal periods for work periods of more
4 than ten (10) hours per day; and have not been permitted to take ten-minute
5 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
6 to the Labor Code, and applicable IWC Wage Orders.

7 23. Defendant failed to pay employees wages owed for all hours worked, including
8 overtime hours as applicable, inclusive of work off-the-clock and use of debit
9 cards for the payment of wages that imposed illegal fees.

10 24. Defendant failed to pay Plaintiff and the members of his putative class upon
11 separation the wages earned and unpaid at the time of discharge.

12 25. Defendant failed to provide Plaintiff and the putative members of his class, at
13 the time of each payment of wages, an accurate itemized statement in writing,
14 showing the gross wages earned, including premium wages owed for failing to
15 provide meal and/or rest periods at the proper intervals.

16 26. Defendant failed to fully reimburse Plaintiff and putative members of her class
17 for all their business-related expenditures. In violation of the Labor Code,
18 Plaintiff and putative members of her class did not receive indemnification for
19 all business-related expenditures.

20 27. Plaintiff asserts claims for relief on behalf of himself and other similarly
21 situated persons as a class action pursuant to Code of Civil Procedure § 382.
22 Plaintiff and all members of his putative class are described below with
23 specificity and fall in several categories of subclasses whose rights have been
24 violated under the law. Defendant has made no effort as of the filing of this
25 Complaint to correct or remedy the violations of law specified here.

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V.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action on behalf of himself and all other employees of Defendant who are similarly-situated persons as a class action pursuant to California Code of Civil Procedure § 382. There is a well-defined common interest by and among Plaintiff and the putative class members, and it is impractical to bring all those individuals before the court under separate, different and repetitive actions. Plaintiff also reserves the right to amend or modify the class descriptions set forth below in greater specificity or clarity if required in the future in accordance with California Rules of Court, rule 3.765 (b). The class which Plaintiff seeks to represent is composed of and defined as follows:

“Plaintiff Class” – All of Defendant’s current and former non-exempt employees who worked for Defendant in California, during the four years before the filing of the Complaint through the time of class certification.

29. Plaintiff seeks to certify the following subclasses of employees:

a) “Meal Period Subclass” – All members of Plaintiff Class who worked each period exceeding five (5) hours without an uninterrupted, off duty, thirty (30) minute meal period and/or periods in excess of ten (10) hours without a second uninterrupted, off duty, thirty (30) minute meal periods; and were not provided compensation of one hour’s pay at the employee’s regular rate for each day that a meal period was not provided.

b) “Rest Period Subclass” – All members of Plaintiff Class who worked periods of four (4) hours or major fraction thereof without a duty free rest period of at least 10-minutes and who were not compensated one

hour's pay at the employee's regular rate for each day that a rest period was not permitted.

- c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were not paid their minimum/actual wages, including the time that was unlawfully considered by Defendant as off-the-clock, as well as overtime wages for hours worked in excess of eight hours per day at the one and a half rate or at a double time rate as applicable.
- d) "Waiting Time Subclass" – All members of Plaintiff Class to whom Defendant failed to pay all wages due to them upon termination or resignation under Labor Code §§ 201-203.
- e) "Wage Statement Subclass" – All members of Plaintiff Class to whom Defendant improperly failed to provide accurate and legally compliant itemized wage statements under Labor Code §§ 226.
- f) "Expense Reimbursement Subclass" – All members of Plaintiff Class to whom Defendant failed to fully reimburse employee business expenses as required by Labor Code §2802.
- g) "UCL Subclass" – All members of the Meal Period, Rest Period, Unpaid Wage, Waiting Time, Wage Statement, Expense Reimbursement Subclasses who were subject to unlawful, illegal, unfair and/or deceptive business acts and practices by Defendant and are entitled to disgorgement and restitution of unpaid wages.

30. There is a well-defined community of interest among many persons who comprise a readily ascertainable class:

- a) Numerosity -The potential members of the Class and Subclasses as defined here are so numerous that the individual joinder of all of them as named plaintiffs is impracticable. The number of members of the Class and Subclasses is unknown to Plaintiff. It is however estimated that the

1 members are more than 100 individuals, and their identities may readily
2 be ascertained from Defendant's records.

3 b) Typicality – The claims of Plaintiff are typical of the claims of all
4 members of the Class and Subclasses, who sustained similar damages
5 arising out of Defendant's common course of conduct in violation of law
6 as alleged.

7 c) Ascertainable Class – The proposed Class and Subclasses are
8 ascertainable as the members can readily be identified and located based
9 on the Defendant's payroll and personnel records.

10 d) Adequacy – Plaintiff is an adequate representative of the Class and
11 Subclasses: Plaintiff will fairly protect the interests of the members, he
12 has no interest adverse to the members, and he will vigorously pursue
13 this lawsuit on behalf of all the members of the Class and Subclasses.
14 Plaintiff's attorneys are competent, skilled and experienced in litigating
15 large employment law class actions.

16 e) Superiority - Class action treatment will allow a large number of
17 similarly situated persons to prosecute their common claims in a single
18 forum simultaneously, efficiently, and without the unnecessary
19 duplication of effort and expense that numerous individual actions
20 would require. Further, the monetary amounts due to many individual
21 members of the Class and Subclasses are likely to be relatively small, and
22 the burden and expense of individual litigation would make it difficult
23 or impossible for the members to seek and obtain relief. A class action
24 will serve an important public interest by permitting employees harmed
25 by Defendant's unlawful practices to effectively pursue recovery of the
26 sums owed to them.

27 f) Common Questions of Law and Fact – There are common questions of
28 law and fact as to the members of the Class and Subclasses which are

1 superior to questions affecting only individual members of the Class and
2 Subclasses. The common questions of law and fact may be summarized
3 as follows and if necessary will be refined with the progress of formal
4 discovery in the case:

- 5 g) Whether Defendant failed to provide members of Plaintiff Class who
6 ceased employment with Defendant all wages owed at the time of the
7 cessation of the employee-employer relationship?
- 8 h) Whether Defendant violated California law and applicable Wage Orders
9 by failing to provide Plaintiff Class members with paid ten-minute (10)
10 rest periods for each four hours worked?
- 11 i) Whether the remedy for an employer's failure to provide rest breaks as
12 required by law is a premium wage for hardship of missing a lawful rest
13 break?
- 14 j) Whether Defendant violated California law and applicable Wage Orders
15 by failing to provide Plaintiff Class members with an off-duty thirty
16 minute (30) meal period for more than five hours of work?
- 17 k) Whether Defendant violated California law and applicable Wage Orders
18 by failing to provide members of Plaintiff Class with a second meal
19 period?
- 20 l) Whether the remedy for an employer's failure to provide meal period as
21 required by law is a premium wage for hardship of missing a lawful
22 meal period?
- 23 m) Whether Defendant violated California law, including the applicable
24 wage orders by failing to properly compensate Plaintiff Class members
25 for all hours worked, including overtime hours as applicable?
- 26 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor
27 Code § 203?
- 28

- 1 o) Whether Defendant violated California law by their failure to provide
2 Plaintiff Class with accurate and legally compliant itemized wage
3 statements?
- 4 p) Whether Defendant's use of debit pay cards resulted in the timely and
5 complete payment of wages to employees at proper intervals?
- 6 q) Whether Defendant violated Labor Code §2802 by failing to reimburse
7 Plaintiff and the Plaintiff Class for all business expenses incurred by
8 them in direct consequence of the discharge of their duties?
- 9 r) Whether Defendant violated Business and Professions Code §§ 17200 et.
10 seq., Labor Code §§ 201, 202, 203, 212, 213, 226, 226.7, 510, 512, 1194,
11 1194.2, 2800, 2802, and applicable Wage Orders which constitutes
12 violations of the public policy?
- 13 s) Whether Plaintiff Class is entitled to an equitable relief in accordance
14 with Business and Professions Code §§ 17200 et. seq.
- 15 t) Whether Defendant's affirmative defenses, if any, raise common issues
16 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
17 particular?
- 18

19 **VI.**

20 **FIRST CAUSE OF ACTION**
21 **FAILURE TO PROVIDE MEAL PERIODS OR**
22 **COMPENSATION IN LIEU THEREOF**
23 **(Labor Code §§ 226.7, 512)**

24 **(By Plaintiff and Meal Period Subclass against Defendant)**

- 25 31. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
26 as if fully alleged herein.
- 27 32. By its failure to provide thirty minute (30) uninterrupted meal period as well as
28 second meal period, if applicable, to Plaintiff and members of the Meal Period

1 Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7,
2 512 and applicable IWC Wage Orders.

3 33. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
4 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
5 below, and fully incorporated here as applicable.
6

7 **VII.**

8 **SECOND CAUSE OF ACTION**
9 **FAILURE TO PROVIDE REST PERIODS OR**
10 **COMPENSATION IN LIEU THEREOF**

11 **(Labor Code § 226.7)**

12 **(By Plaintiff and Rest Period Subclass against Defendant)**

13 34. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
14 as if fully alleged herein.

15 35. By its failure to provide ten-minute (10) rest periods for every four (4) hours of
16 work or major fraction thereof per day to Plaintiff and Rest Period Subclass,
17 Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.

18 36. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
19 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
20 below, and fully incorporated here as applicable.

21 **VIII.**

22 **THIRD CAUSE OF ACTION**
23 **FAILURE TO PAY WAGES**

24 **(Labor Code §§ 510, 1194, 1194.2)**

25 **(By Plaintiff and the Unpaid Wage Subclass against Defendant)**

26 37. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
27 as if fully alleged herein.
28

1 38. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class
2 were employees of Defendant covered by Labor Code §§ 510, 1194, 1194.2 and
3 applicable Wage Orders, and they were entitled to receive minimum and
4 overtime wages for all hours worked and liquidated damages equal to
5 unlawfully unpaid minimum wages with interest.

6 39. Defendant has violated California law and the specified provisions of the Labor
7 Code and applicable Wage Orders by its failure to pay all wages due in
8 accordance, including minimum wages, wrongfully classified off-the-clock
9 wages and overtime pay. As a result of Defendant's unlawful conduct, Plaintiff
10 and other members of the Subclass have suffered damages as articulated in the
11 Prayer for Relief, set forth below, and fully incorporated here as applicable.
12

13 **IX.**

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES DUE AT TERMINATION**

16 **(Labor Code §§ 201, 202, 203)**

17 **(By Plaintiff and Waiting Time Subclass against Defendant)**

18 40. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
19 as if fully alleged herein.

20 41. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendants
21 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable
22 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails
23 to timely pay such wages, the employer must, as penalty, continue to pay the
24 employee's wages until the back wages are paid in full or an action is
25 commenced.

26 42. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
27 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
28 below, and fully incorporated here as applicable.

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1 X.

2 **FIFTH CAUSE OF ACTION**
3 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**
4 **(Labor Code §226)**
5 **(By Plaintiff and Wage Statement Subclass against Defendant)**

- 6 43. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
7 as if fully alleged herein.
- 8 44. By their failure to provide accurate itemized wage statements, semimonthly or
9 at the time of each payment of wages, Defendant willfully violated the
10 provisions of Labor Code §226 and applicable Wage Orders.
- 11 45. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
12 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
13 below, and fully incorporated here as applicable.

14 XI.

15 **SIXTH CAUSE OF ACTION**
16 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**
17 **(Labor Code §§2800, 2802)**
18 **(By Plaintiff and Expense Reimbursement Subclass against Defendants)**

- 19 46. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
20 as if fully alleged herein.
- 21 47. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases
22 indemnify his employee for losses caused by the employer's want of ordinary
23 care."
- 24 48. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify
25 his or his employee for all necessary expenditures or losses incurred by the
26 employee in direct consequence of the discharge of his or his duties..."
- 27 49. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the
28 term 'necessary expenditures or losses' shall include all reasonable costs,

1 including but not limited to, attorney's fees incurred by the employee enforcing
2 the rights granted by this section."

3 50. During the relevant time period, Defendant was required to reimburse Plaintiff
4 and class members for all expenditures or losses caused by the employer's want
5 of ordinary care and/or incurred in direct consequence of the discharge of their
6 duties, but failed to indemnify and reimburse Plaintiff and class members in
7 violation of Labor Codes §§ 2800 and 2802.

8 51. As a direct and proximate result, Plaintiff and class members have suffered, and
9 continue to suffer, substantial losses, related to the use and enjoyment of such
10 monies to be reimbursed, lost interest on such monies, and expenses and
11 attorney's fees in seeking to compel Defendant to fully perform its obligations
12 under California law, all of their damage in amounts according to proof at the
13 time of trial.

14
15 **XII.**

16 **SEVENTH CAUSE OF ACTION**

17 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**

18 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

19 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendant)**

20 52. Plaintiff incorporates paragraphs 1 through 51 of this First Amended Complaint
21 as if fully alleged herein.

22 53. The alleged unlawful conduct of Defendant constitutes unfair competition
23 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
24 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
25 the time period starting four (4) years before the filing of the Complaint.

26 54. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
27 suffered injury in fact and lost money or property. Plaintiff and said members
28 have been deprived of their rights as set forth in this First Amended Complaint,
including, but not limited to, payment of minimum and/or actual wages for all

1 hours worked.

2 55. Pursuant to Business and Professions Code § 17203, Plaintiff and other
3 members of Plaintiff Class and Subclasses are entitled to restitution of all wages
4 owed to them under the Labor Code, and interest thereon, in which they had a
5 property interest, which Defendant failed to pay to them but withheld and
6 retained for itself. Restitution of the money owed to Plaintiff, Plaintiff Class and
7 Subclasses is necessary to prevent Defendant from becoming unjustly enriched
8 by their failure to comply with the Labor Code provisions.

9 56. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
10 reasonable attorney's fees in connection with their unfair competition claims
11 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
12 and/or the common fund doctrine.

13 57. Plaintiff requests the court to issue a preliminary and permanent injunction
14 prohibiting defendants from committing the Labor Code and applicable Wage
15 Order violations set forth in this First Amended Complaint, and Plaintiff and
16 the members of Plaintiff Class and Subclasses have suffered further damages as
17 articulated in the Prayer for Relief, set forth below, also incorporated here fully
18 as applicable.

19
20 **XIII.**

21 **EIGHTH CAUSE OF ACTION**

22 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**

23 **(LABOR CODE § 2699 *et seq.*)**

24 **(By Plaintiff and Aggrieved Employees Against Each Defendant)**

25 58. Plaintiff incorporates paragraphs 1 through 57 of this First Amended Complaint
26 as if fully alleged herein.

27 59. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
28 private parties may recover civil penalties for violations of the California Labor

Code. PAGA penalties are in addition to any other relief available under the Labor Code.

60. As set forth above, Defendant violated the California Labor Code by consistently failing to employ Plaintiff and other similarly situated employees in compliance with California law.

61. Plaintiff provided written notice by certified mail to Defendants on June 21, 2022, and electronic notice thereafter to the State Labor & Workforce Development Agency ("LWDA"), of the legal claims and theories of this case. To date, and after 65 days from the date of mailing of notice, the LWDA has not notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiff exhausted administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA claim was assigned case number LWDA-CM-890597-22 by the LWDA. Appended hereto is a copy of the notice communicated by Plaintiff.

62. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to recover the maximum civil penalties permitted by law from Defendant for the violations of Labor Code alleged in this First Amended Complaint and the notice communicated by Plaintiff.

63. Plaintiff and all other aggrieved employees are also entitled to recover their attorneys' fees and costs under Labor Code § 2699.

XIV.

PRAYER FOR RELIEF

WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for relief and judgment against Defendant as follows:

1 A. An order certifying that Plaintiff may pursue his claims as a class action
2 under Section 382 of the Code of Civil Procedure; and it is further requested that
3 Plaintiff Class and each Plaintiff Subclass be certified;

4 B. An order appointing Plaintiff as Class representative;

5 C. An order appointing Plaintiff's counsel as Class counsel;

6 D. Disgorgement of Defendant's wrongfully obtained profits and restitution
7 of unpaid wages under Business and Professions Code §§ 17203, 17204;

8 E. Damages for unpaid additional compensation for failing to provide
9 timely or uninterrupted or lawful meal periods and rest periods;

10 F. Damages for unpaid minimum wages under Labor Code § 1194;

11 G. Damages for unpaid overtime and double time wages to the extent
12 applicable;

13 H. Liquidated damages under Labor Code § 1194.2;

14 I. Statutory penalties under Labor Code § 226(e);

15 J. Damages for unpaid penalty wages under Labor Code § 203;

16 K. Reimbursement of business expenses under Labor Code § 2802;

17 L. Reasonable attorney's fees and costs pursuant to statute, including, but
18 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

19 M. Enjoinment of Defendants from further acts of unfair competition and
20 continuous violations of the Labor Code and applicable Wage Orders;

21 N. Civil penalties under Labor Code Section 2699 (75% payable to the
22 LWDA and 25% payable to aggrieved employees);

23 O. For costs of the suit incurred; and

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25 //

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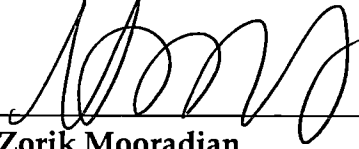
27 //

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1 P. For such other relief that the Court may deem just and proper, including
2 prejudgment interest and costs.

3
4 DATED: Nov. 4, 2022

MOORADIAN LAW, APC

5
6 By: 

7 **Zorik Mooradian,**

8 **Haik Hacopian,**

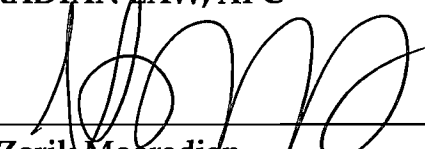
9 Attorneys for Plaintiff JAIME A. CALDERON
10 LEON individually and on behalf of other
11 persons similarly situated and similarly
12 aggrieved employees

13 **DEMAND FOR A JURY TRIAL**

14 Plaintiff JAIME A. CALDERON LEON hereby demands a jury trial in the above
15 case.

16 DATED: Nov. 4, 2022

MOORADIAN LAW, APC

17
18 By: 

19 **Zorik Mooradian,**

20 **Haik Hacopian,**

21 Attorneys for Plaintiff JAIME A. CALDERON
22 LEON individually and on behalf of other
23 persons similarly situated and similarly
24 aggrieved employees

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HAIK HACOPIAN

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JUNE 21, 2022

VIA USPS CERTIFIED MAIL

Mariposa Landscapes, Inc.
6232 Santos Diaz St.
Irwindale, CA 91702
7019 0160 0000 9187 4922

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Mariposa Landscapes, Inc.

To Whom It May Concern:

This office represents Jaime A. Calderon Leon with respect to Private Attorneys General Act ("PAGA") claims that he intends to pursue against Mariposa Landscapes, Inc. ("Mariposa") based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Mariposa is engaged in the business of landscaping services and property maintenance. Mr. Leon worked as a non-exempt hourly employee of Mariposa and reported to its headquarters at 6232 Santos Diaz Street in Irwindale, California. Mariposa employs numerous non-exempt, hourly paid employees such as Mr. Leon in California. Unfortunately, Mariposa has engaged in the following practices:

Failure to Pay Wages

Mariposa implemented the policy and practice of failing to pay employees for all hours worked. This includes the practice of rounding employee hours, not properly recording employee hours including as a consequence of failing to maintain time clocks, not properly calculating overtime pay, and penalizing employees by reducing their hours worked. Additionally, employees also did not always receive net 30-minute meal breaks. Also, Mariposa adopted a system of paying employees through debit pay cards that did not result in the full and timely payment of wages owed to employees, including due to the imposition of fees.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

Mariposa engages in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Any meal breaks taken were not always timely nor of sufficient duration nor were they off-duty. Notably, Defendant failed to track employee meal periods.

Rest Breaks

Mariposa engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) Mariposa has failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Noncompliant Wage Statements

Mariposa has adopted a custom and practice of failing to provide wage statements which reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums.

Failure to Fully Reimburse Employee Expenses

Employees were forced to purchase supplies, such as screw drivers, pliers, and other equipment, but Mariposa never reimbursed these expenses.

Failure to Maintain Records

Mariposa further failed to maintain Mr. Leon's and other aggrieved employees' payroll records showing the hours worked daily and the wages paid pursuant to Labor Code §1174.

Additional Penalties

Mr. Leon and all other similarly aggrieved California employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Mariposa has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Mariposa violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Mariposa violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Mariposa violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Section 204 and 210: Mariposa violated, and continues to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above.

Labor Code Section 212: Mariposa violated, and continues to violate, Labor Code Section 212 by paying wages to employees through debit pay cards that did not permit the withdrawal of cash, on demand, without discount.

Labor Code Section 213: Mariposa violated, and continues to violate, Labor Code Section 213 by imposing the mandatory use debit pay cards by employees to access wages they were owed.

Labor Code Section 226: Mariposa violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Mariposa violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 510: Mariposa violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and doubletime wages in accordance with employees' regular rate of pay.

Labor Code Section 512: Mariposa violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Sections 1174 and 1174.5: Mariposa violated, and continues to violate, Labor Code Section 1174 by failing to maintain employees' payroll records showing the hours worked daily and the wages paid.

Labor Code Section 1194: Mariposa violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Mariposa violated, and continues to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

Labor Code Section 2802: Mariposa violated and continues to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Mr. Leon and all other similarly aggrieved California employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,

MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Tue, Jun 21, 2022 at 5:13 PM

6/21/2022

LWDA Case No. LWDA-CM-890597-22
Law Firm : Mooradian Law, APC
Plaintiff Name : Jaime A. Calderon Leon
Employer: Mariposa Landscapes, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

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