

VIA ON-LINE SUBMISSION AND MAIL:

<https://dr.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

West Coast Arborists, Inc.

Patrick Omalley Mahoney, Agent for Service of Process
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Anaheim, CA 92806
Certified Mail Tracking Number: 9414811206206568042315

West Coast Arborists, Inc.

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Anaheim, CA 92806
Certified Mail Tracking Number: 9414811206206568045958

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
*Pedro Hernandez, et al. v. West Coast Arborists, Inc., et al.***

Gentlepersons:

This office represents Plaintiffs Pedro Hernandez and Sarai J. Robledo (“Plaintiffs”) and other similarly situated aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 223, 226, 226.3, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200, *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Unless specified below, Plaintiffs would like to bring a representative action, pursuant to the Act, on behalf of themselves and all other similarly situated, Aggrieved Employees, and the State of California, against Defendants, West Coast Arborists, Inc., and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along Plaintiffs’ Class Action Complaint, which is attached hereto and incorporated by reference herein. The Complaint is being concurrently filed in Sacramento County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiffs and all of their Aggrieved Employees in



California. The Class Action Complaint provides the details of Plaintiffs' class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiffs were employed by Defendants as non-exempt hourly employees in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present (Plaintiffs and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees").

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked, at the proper rates of pay.

First, Defendants implemented an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Aggrieved Employees, and upon which their pay was based, and generally did so to the detriment of the Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying Aggrieved Employees only for the hours they were scheduled to work, rather than the hours they were actually under Defendants' control. Plaintiffs contend this policy is not neutral and results, over time, to the detriment of the Aggrieved Employees members by systematically undercompensating them.

Additionally, Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees completed various training courses for certifications related to the work they would be doing for The Company. Aggrieved Employees spent time putting on work gear, such as a hard hat, before beginning work, then Aggrieved Employees spent time removing the gear after clocking out from work. Aggrieved Employees performed work before their regularly scheduled work shifts, such as stump grinding, pre-trip inspections, and starting the engine of trucks. Furthermore, Aggrieved Employees were required to travel to and from worksites off-the-clock. Lastly, Aggrieved Employees performed work while on their unpaid meal periods due to understaffing and heavy workloads. The foregoing work duties were all performed off the clock, under the direction and control of The Company, for which no wages were paid.

The forgoing and uncompensated working time was under the direction and control of Defendants, for which no wages were paid.

This uncompensated time caused Aggrieved Employees to work in excess of eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Aggrieved Employees to minimum and overtime wages, which they were systemically denied.

Aggrieved Employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or separately if



wages are paid by personal check or cash, an accurate itemized statement in writing.” Additionally, the wage statements issued to Aggrieved Employees were not recorded in “ink or other indelible form.”

Defendants failed to comply with Labor Code section 226(a)(1) as “gross wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

Furthermore, Defendants failed to provide Aggrieved Employees with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Aggrieved Employees’ wage statement were only provided in electronic format in violation of Labor Code § 226.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the Class Action Complaint, Plaintiffs and the Aggrieved Employees complain of the following violations committed by Defendants:¹

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work,

¹ Plaintiffs hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved Employees, but not directly suffered by Plaintiffs under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.



whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants had a common policy and practice of systemically failing to pay Aggrieved Employees proper wages and overtime for all hours worked at the proper rates of pay.

First, Defendants implemented an unlawful time-rounding policy and practice which rounded down and reduced the actual working hours recorded by Aggrieved Employees, and upon which their pay was based, and generally did so to the detriment of the Aggrieved Employees, and these unlawfully rounded time entries were inputted into Defendants’ payroll system from which wage statements and payroll checks were created. Defendants did so with the ostensible intent of paying Aggrieved Employees only for the hours they were scheduled to work, rather than the hours they were actually under Defendants’ control. Plaintiffs contend this policy is not neutral and results, over time, to the detriment of the Aggrieved Employees members by systematically undercompensating them.

Additionally, Aggrieved Employees were consistently required to perform work, off-the-clock, for which they were not paid wages. Specifically, Aggrieved Employees completed various training courses for certifications related to the work they would be doing for The Company. Aggrieved Employees spent time putting on work gear, such as a hard hat, before beginning work, then Aggrieved Employees spent time removing the gear after clocking out from work. Aggrieved Employees performed work before their regularly scheduled work shifts, such as stump grinding, pre-trip inspections, and starting the engine of trucks. Furthermore, Aggrieved Employees were required to travel to and from worksites off-the-clock. Lastly, Aggrieved Employees performed work while on their unpaid meal periods due to understaffing and heavy workloads. The foregoing



work duties were all performed off the clock, under the direction and control of The Company, for which no wages were paid.

Defendants have the ability to pay minimum and overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above caused Aggrieved Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on



any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of 8, 10, and 12 hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements



given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks.

Additionally, for the purposes of Subsection (a)(8), Plaintiffs seeks to expand the scope of the Aggrieved Employees she seeks to represent to extend to all individuals employed by Defendants during the applicable period. The wage statements issued to Aggrieved Employees failed to state the full and correct name and address of the legal entity that is the employer as required by Labor Code § 226(a)(8).

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage



statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiffs was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code §§ 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs asserts PAGA claims for failure to provide the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s)



seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiffs' PAGA Claim under Labor Code § 2698, et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the Class Action Complaint, Plaintiffs will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

The Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 210, 223, 226, 226.3, 510, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, et seq., including as follows:

(a) Wage Claims: For failure to provide the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked, failure to pay proper reporting time and sick pay under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code



§§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5 and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiffs allege have been violated, including the facts and relevant theories alleged against Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiffs respectfully request that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

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Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether the Aggrieved Employees should include them in an amended Labor Code § 2698, *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.

David Keledjian, Esq.

Cc: West Coast Arborists, Inc., by Certified Mail

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Attorneys for Plaintiffs PEDRO HERNANDEZ and SARAI J. ROBLEDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

PEDRO HERNANDEZ, an individual, SARAI J. ROBLEDO, an individual, on behalf of themselves and all others similarly situated, and the general public,

Plaintiffs,

v.

WEST COAST ARBORISTS, INC., a California corporation, WILLIAM WARDRIP, an individual, JAMES SPECK, an individual, and DOES 1 through 50, inclusive,

Defendants.

Case No.:

INDIVIDUAL COMPLAINT FOR:

1. Race and National Origin Discrimination in Violation of Gov. Code § 12940 *et seq.*;
2. Racial Harassment in Violation of Gov. Code § 12940 *et seq.*;
3. Sexual Harassment in Violation of Gov. Code § 12940 *et seq.*;
4. Failure to Prevent Discrimination and Harassment in Violation of Gov. Code § 12940(k);
5. Wrongful Termination in Violation of Public Policy;
6. Intentional Infliction of Emotional Distress; and
7. Battery.

CLASS ACTION COMPLAINT FOR:

8. Sex Discrimination in Violation of Gov. Code § 12940 *et seq.*;
9. Failure to Pay Minimum Wages (Lab. Code §§ 223, 1194, 1194.2, 1197, 1197.1);
10. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a);
11. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); and
12. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*).

JURY TRIAL DEMANDED

1 Plaintiffs PEDRO HERNANDEZ and SARAI J. ROBLEDO (“Plaintiffs”), on behalf of
2 themselves, all others similarly situated, and the general public, complain and allege as follows:

3 **INTRODUCTION**

4 Plaintiffs bring this joinder of individual claims, as well as a class action, against Defendants
5 WEST COAST ARBORISTS, INC., a California corporation, WILLIAM WARDRIP, an individual,
6 JAMES SPECK, an individual, and DOES 1 through 50, inclusive, (collectively referred to as
7 “Defendants”) for alleged violations of the California Labor Code, Cal. Gov. Code § 12940 *et seq.*,
8 common law, and California Business and Professions Code. Plaintiffs also bring this class action to
9 recover unpaid wages, liquidated damages, statutory penalties, restitution and related relief on behalf
10 of themselves, all others similarly situated, and the general public.

11 **JURISDICTION AND VENUE**

12 1. This Court has subject matter jurisdiction to hear this case because the Plaintiffs are
13 informed and believe that the monetary damages and restitution sought in this complaint for Defendants
14 conduct exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

15 2. Venue is proper in Sacramento pursuant to Code of Civil Procedure sections 395(a)
16 and 395.5 in that liability arose there, because at least some of the transactions that are the subject
17 matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts
18 business, and/or has an agent therein.

19 3. Venue is proper in Sacramento County because Defendants have at all times alleged
20 herein, conducted business in Sacramento County, and throughout California. As such, venue is
21 proper in any county in California.

22 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

23 4. Prior to the initiation of this lawsuit, Plaintiff Pedro Hernandez filed a complaint
24 against each named defendant with the California Civil Rights Department (CRD) pursuant to
25 California Government Code section 12900, *et seq.*, alleging the claims described in this complaint.
26 On March 13, 2025 the CRD issued a “right to sue” letter. A true and correct copy of the
27 administrative complaint and the “right to sue” letter is attached as **Exhibit A**. All conditions
28 precedent to the institution of this lawsuit have been fulfilled. This action is filed within one year of

1 the date that the CRD issued its right to sue letter.

2 5. Prior to the initiation of this lawsuit, Plaintiff Sarai J. Robledo filed a complaint against
3 each named defendant with the California Civil Rights Department (CRD) pursuant to California
4 Government Code section 12900, *et seq.*, alleging the claims described in this complaint. On March
5 13, 2025 the CRD issued a “right to sue” letter. A true and correct copy of the administrative
6 complaint and the “right to sue” letter is attached as **Exhibit B**. All conditions precedent to the
7 institution of this lawsuit have been fulfilled. This action is filed within one year of the date that the
8 CRD issued its right to sue letter.

9 **PARTIES**

10 6. Plaintiff PEDRO HERNANDEZ is, and at all relevant times mentioned herein, an
11 individual residing in the State of California.

12 7. Plaintiff SARAI J. ROBLED0 is, and at all relevant times mentioned herein, an
13 individual residing in the State of California.

14 8. Plaintiffs are informed and believe, and thereupon allege, that Defendant WEST
15 COAST ARBORISTS, INC. (“The Company”) is, and at all relevant times mentioned herein, a
16 California corporation doing business in the State of California.

17 9. Plaintiffs are informed and believe, and thereupon allege, that Defendant WILLIAM
18 WARDRIP (“WARDRIP”) is, and at all relevant times mentioned herein, an individual residing in
19 the State of California.

20 10. Plaintiffs are informed and believe, and thereupon allege, that Defendant JAMES
21 SPECK (“SPECK”) is, and at all relevant times mentioned herein, an individual residing in the State
22 of California.

23 11. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
24 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
25 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants
26 when ascertained. Plaintiffs are informed and believe, and thereupon allege that each of the
27 fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions
28 alleged herein and that Plaintiffs’ alleged damages were proximately caused by these defendants, and

1 each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the
2 DOE defendants when ascertained.

3 12. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
4 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
5 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
6 or all of the other defendants, and in doing the things alleged herein, were acting within the course
7 and scope of such relationship and with the full knowledge, consent, and ratification by such other
8 defendants.

9 13. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
10 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
11 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
12 and omissions alleged herein.

13 14. This action has been brought and may be maintained as a class action pursuant to Code
14 of Civil Procedure section 382 because there is a well-defined community of interest among the
15 persons who comprise the readily ascertainable classes defined below and because Plaintiffs are
16 unaware of any difficulties likely to be encountered in managing this case as a class action.

17 15. **Relevant Time Period:** The relevant time period is defined as the time period
18 beginning four years prior to the filing of this action until judgment is entered.

- 19 a. **Hourly Employee Class:** All persons employed by The Company , collectively
20 or separately, and/or any staffing agencies and/or any other third parties in hourly
21 or non-exempt positions in California four years prior to the filing of this action
and ending on the date that final judgment is entered in this action (“Hourly
Employee Class”).
- 22 b. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
23 separated from their employment with The Company during the period beginning
24 three years before the filing of this action and ending when final judgment is
entered.
- 25 c. **Wage Statement Class:** All persons employed by The Company in California
26 during the period beginning one year before the filing of this action and ending
when final judgment is entered.
- 27 d. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
28 members employed by The Company in California during the four years prior to
the filing of this action and ending on the date that final judgment is entered in this
action.

- 1
2 e. **Sex Discrimination Class**: All women employed by The Company in California
3 during the three years prior to the filing of this action and ending on the date that
4 final judgment is entered in this action.

5 16. **Reservation of Rights**: Pursuant to Rule of Court 3.765(b), Plaintiffs reserve the right
6 to amend or modify the class definitions with greater specificity, by further division into sub-classes
7 and/or by limitation to particular issues.

8 17. **Numerosity**: The class members are so numerous that the individual joinder of each
9 individual class member is impractical. While Plaintiffs do not currently know the exact number of
10 class members, Plaintiffs are informed and believe, and thereupon allege that the actual number
11 exceeds the minimum required for numerosity under California law.

12 18. **Commonality and Predominance**: Common questions of law and fact exist as to all
13 class members and predominate over any questions which affect only individual class members.
14 These common questions include, but are not limited to:

- 15 a. Whether The Company's policies or practices systematically resulted in
16 discrimination against women in pay, promotions, or hiring;
17 b. Whether The Company's discretionary decision-making process had a disparate
18 impact on female employees;
19 c. Whether The Company failed to pay minimum wages to class members for all time
20 worked;
21 d. Whether The Company failed to provide class members with accurate written
22 wage statements as a result of providing them with written wage statements with
23 inaccurate entries for, among other things, amounts of gross and net wages, and
24 total hours worked;
25 e. Whether The Company applied policies or practices that result in late and/or
26 incomplete final wage payments;
27 f. Whether The Company is liable to class members for waiting time penalties under
28 Labor Code section 203; and
g. Whether class members are entitled to restitution of money or property that The

Company may have acquired from them through unfair competition.

19. **Typicality:** Plaintiffs' claims are typical of the other class members' claims. Plaintiffs are informed and believe, and thereupon allege that The Company has a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

20. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives and have no interests that are adverse to, or otherwise conflict with, the interests of absent class members and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly and adequately represent and protect the interests of the other class members.

21. **Adequacy of Class Counsel:** Plaintiffs' counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiffs or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiffs and absent class members.

22. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS

23. Plaintiff Pedro Hernandez ("Mr. Hernandez") worked for The Company as a non-exempt employee during the relevant and statutory periods.

24. Mr. Hernandez was hired by The Company on or around September 9, 2022. Mr. Hernandez was a hardworking and steadfast employee, who performed his job duties competently

1 and efficiently, within the Defendants' rules, requirements, and policies.

2 25. On or around December 2023, Mr. Hernandez was required to switch into a different
3 "crew" at work. This is when his supervisor, Defendant William Wardrip ("WARDRIP"), began
4 sexually harassing and discriminating against Mr. Hernandez on the basis of his national origin
5 and/or race almost daily.

6 26. On or around December 2023, on at least one occasion, WARDRIP said to Mr.
7 Hernandez "fucking Mexican," "brown piece of shit," "hurry up you jalapeno looking ass
8 motherfucker," "right hand Mexican," and "the N word."

9 27. On at least one occasion, WARDRIP has smacked Mr. Hernandez's butt and said
10 "good job, Mexican," then moved his tongue around in front of Mr. Hernandez's face.

11 28. On at least one occasion, WARDRIP has grabbed Mr. Hernandez's chest.

12 29. Mr. Hernandez took three days off work to move homes. Prior to taking the days off,
13 he had told WARDRIP about the time off and WARDRIP had approved it. Prior to taking these
14 days off, Mr. Hernandez was scheduled to work for 40 hours a week. After the approved time off
15 was taken, Mr. Hernandez was scheduled to work significantly less hours, approximately 15-20
16 hours a week.

17 30. Mr. Hernandez had Human Resources to complaint about his hours being reduced.
18 Human Resources called the manager on duty, who was WARDRIP'S wife.

19 31. On at least one occasion, Mr. Hernandez was approached by WARDRIP, who tried
20 to give him money so that Mr. Hernandez could purchase cocaine for him; Mr. Hernandez refused.

21 32. On or around March 16, 2024, shortly after reporting Mr. WARDRIP's unlawful
22 behavior, the Company terminated Plaintiff's employment for complaining about WARDRIP'S
23 unlawful harassment and discrimination and for exercising his rights under the FEHA.

24 33. On March 19, 2024, Mr. Hernandez reported WARDRIP's unlawful behavior to his
25 supervisor, Stewart Hupp, via text message.

26 34. Plaintiff Sara J. Robledo ("Ms. Robledo") worked for The Company as a non-exempt
27 employee during the relevant and statutory periods.

28 35. Ms. Robledo was hired by Defendants on or around October 7, 2020. Ms. Robledo

1 was a hardworking and steadfast employee, who performed her job duties competently and
2 efficiently, within the Defendants' rules, requirements, and policies.

3 36. On her first day of work, Ms. Robledo reported to the Stockton branch of
4 Defendants' facilities. She was supposed to have her uniform assigned by another employee,
5 "Cano." When she arrived at work, Cano asked her about her marital status, and asked what she was
6 doing after work.

7 37. The next day, Cano followed Ms. Robledo around the parking lot, trying to ask her
8 out on a date. Cano repeatedly asked for Ms. Robledo's phone number. Ms. Robledo, feeling
9 threatened and scared, gave her number to him. Ms. Robledo immediately changed her number the
10 next day.

11 38. Ms. Robledo reported Cano's harassment to her manager, James Speck ("SPECK").
12 but there was no remedial action taken to correct or stop Cano's behavior.

13 39. On one occasion, Ms. Robledo went to a job site in Lodi and was told she needed to
14 return to Stockton to pick up some supplies. While she was in the warehouse picking up the things
15 she needed, Cano approached her and grabbed her hand. He began tugging on it and would not let it
16 go, despite Ms. Robledo's opposition. She was finally able to pull loose and leave the warehouse.

17 40. When she arrived at the Lodi jobsite, she talked to her supervisor Francisco
18 Villanueva ("Mr. Villanueva") and complained to him about the incident with Cano. Mr. Villanueva
19 reported the incident to another supervisor, Mr. Pinegar.

20 41. On another occasion, Ms. Robledo walked into the lady's room, approached one of
21 the stalls, and grabbed the door handle to open it. She was shocked to then see a shadow on the
22 floor of the stall of a male figure masturbating while holding his phone and sitting on the toilet. The
23 male began giggling behind the stall, and she immediately recognized the voice as that of her
24 manager, SPECK. Ms. Robledo left the restroom immediately. Later that day, SPECK sent her a
25 photo of his penis to Ms. Robledo from his work cell phone.

26 42. Later that same month, SPECK sent her a text message with the comment, "You
27 smell good, and I want to take you into the office and bend you over."

28 43. Ms. Robledo again reported the behavior to her supervisor Jason Pinegar ("Mr.

1 Pinegar,") Vice President of West Coast, in person, and which she believes to have been captured
2 by security cameras outside the restroom.

3 44. There was no disciplinary or remedial action taken against SPECK who just
4 continued to unlawfully harass Ms. Robledo.

5 45. Ms. Robledo was later transferred to the Stockton location shortly after these
6 incidents. When she returned to Stockton, Cano resumed harassing her. On one occasion, he went to
7 a job site where he knew she was working to drop off some equipment. While he was there, he
8 persistently leered at her in an inappropriately sexual way. Ms. Robledo again reported the
9 threatening and uncomfortable harassment to Mr. Pinegar.

10 46. On another occasion, on or around May 2021, Ms. Robledo was required to attend a
11 company trip to Camp High Sierra to obtain a certification and new qualifications for her job. She
12 was told she would be training with another female arborist on this week-long trip. However, upon
13 arrival she learned she would be the only female in attendance. Based on her past experiences and
14 the Company's inaction, she was frightened the entire trip. The other male employees of the
15 Company drank alcohol and were inebriated nearly every night. She refused to join them. Every
16 evening, she locked her cabin door from the outside so no one could get in. One night during the
17 trip, someone tried to open her cabin door. Terrified, she remained quiet and the person left. The
18 next day, SPECK overheard her telling a friend about the incident. He said, "Did you hear Juan
19 trying to get into your room?" He was referring to another coworker of theirs who had also been
20 drinking the night before. Ms. Robledo asked Juan, "Why did you come to my room?" Juan replied,
21 "I was looking for my keys." There was no reason Juan would have been looking for his keys in Ms.
22 Robledo's room.

23 47. On other occasions, another male employee, Julio Aleman ("Mr. Ale man"),
24 regularly harassed Ms. Robledo when they were on job sites in an inappropriately sexual way.
25 When she would have to climb stairs on the lift, he would stand back and watch her from behind.
26 She reported this behavior to her supervisor, but Mr. Aleman was never disciplined either, and no
27 remedial action was taken.

28 ///

1 48. The Company had a common policy and practice of discriminating against female
2 employees on the basis of their sex. Specifically, all the male employees would openly urinate while
3 on the equipment, going to the back of the boom to do so. Female employees, however, felt
4 uncomfortable by this behavior as they were in close proximity of exposed men. Female employees,
5 meanwhile, have no accommodations for their restroom needs. For example, on June 30th, Ms.
6 Robledo worked on a Sacramento project. She was not provided a vehicle to leave for restroom
7 breaks while all the other male employees were given that provision. On another job site in Elk
8 Grove where there was also no private place for females to use the restroom, she was prohibited
9 from leaving the project site to go to a restroom, supposedly due to "security reasons." Despite Ms.
10 Robledo's reports to management, a port-a-potty was never provided for female staff.

11 49. Lastly, the Company had a common policy and practice of paying female employees
12 lower wages than male employees for performing the same jobs and tasks. In fact, Ms. Robledo did
13 more intensive work than her male counterparts that were paid more than her. She was assigned to
14 trim 30-40 trees, while her male coworkers were assigned only 10-20, and she was often sent to do
15 "stump grinding" work, which was grueling and labor intensive.

16 50. The Company had a common policy and practice of systemically failing to pay
17 Plaintiffs and Class Members proper wages and overtime for all hours worked, at the proper rates of
18 pay. First, The Company implemented an unlawful time-rounding policy and practice which rounded
19 down and reduced the actual working hours recorded by Plaintiffs and Class Members, and upon
20 which their pay was based, and generally did so to the detriment of the Plaintiffs and Class Members.
21 These unlawfully rounded time entries were inputted into The Company's payroll system from which
22 wage statements and payroll checks were created. The Company did so with the ostensible intent of
23 paying Plaintiffs and Class Members only for the hours they were scheduled to work, rather than the
24 hours they were actually under The Company's control. Plaintiffs contends this policy is not neutral
25 and results, over time, to the detriment of the Plaintiffs and Class Members by systematically
26 undercompensating them.

27 51. Next, Plaintiffs and Class Members were also consistently required to perform work,
28 off-the-clock, for which they were not paid wages. Specifically, Plaintiffs and Class Members

1 completed various training courses for certifications related to the work they would be doing for The
2 Company. Plaintiffs and Class Members spent time putting on work gear, such as a hard hat, before
3 beginning work, then Plaintiffs and Class Members spent time removing the gear after clocking out
4 from work. Plaintiffs and Class Members performed work before their regularly scheduled work
5 shifts, such as stump grinding, pre-trip inspections, and starting the engine of trucks. Furthermore,
6 Plaintiffs and Class Members were required to travel to and from worksites off-the-clock. Lastly,
7 Plaintiffs and Class Members performed work while on their unpaid meal periods due to understaffing
8 and heavy workloads. The foregoing work duties were all performed off the clock, under the direction
9 and control of The Company, for which no wages were paid.

10 52. This uncompensated time caused Plaintiffs and Class Members to work in excess of
11 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiffs
12 and Class Members to minimum and overtime wages, which they were systemically denied.

13 53. Plaintiffs and Class Members were not provided with accurate wage statements as
14 mandated by law pursuant to Labor Code section 226. Specifically, The Company failed to issue wage
15 statements as “a detachable part of the check, draft, or voucher paying the employee’s wages, or
16 separately if wages are paid by personal check or cash, an accurate itemized statement in writing.”
17 Additionally, the wage statements issued to Plaintiffs and Class Members were not recorded in “ink
18 or other indelible form.”

19 54. The Company failed to comply with Labor Code section 226(a)(1) as “gross wages
20 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

21 55. The Company failed to comply with Labor Code section 226(a)(2) as “total hours
22 worked by the employee” were not accurately reflected in that: all hours worked, including overtime,
23 were not included.

24 56. The Company failed to comply with Labor Code section 226(a)(5) as “net wages
25 earned” were not accurately reflected in that: all hours worked, including overtime, were not included.

26 57. The Company failed to comply with Labor Code section 226(a)(9) as “all applicable
27 hourly rates in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate by the employee” were not accurately reflected in that: all hours worked, including

overtime, were not included.

58. Furthermore, The Company failed to provide Plaintiffs and Class Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiffs' and Class Members' wage statement were only provided in electronic format in violation of Labor Code § 226.

FIRST CAUSE OF ACTION

RACE AND NATIONAL ORIGIN DISCRIMINATION IN VIOLATION OF GOV. CODE

§12940 ET SEQ.

(Plaintiff Pedro Hernandez Against The Company)

59. Plaintiff Pedro Hernandez re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

60. Under the FEHA an employer may not discriminate against an employee on the basis of his race and/or national origin. *See* Cal. Code Regs. Tit. 2 § 11028(1), *et. seq.*

61. The Company discriminated against Plaintiff Pedro Hernandez by subjecting him to adverse employment actions, including his termination, on account of his race or national origin, as alleged above and herein.

62. As a direct and proximate cause of The Company's violation of the FEHA, Plaintiff Pedro Hernandez has suffered and will continue to suffer damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

63. As a further direct and legal result of the acts and conduct of The Company, Plaintiff Pedro Hernandez has been caused to, and did, suffer and continues to suffer severe emotional and mental distress and anguish, humiliation, embarrassment, anger, shock, pain, discomfort, and anxiety, all of which is substantial and enduring. The exact nature and extent of these injuries is presently unknown to Plaintiff Pedro Hernandez, who will pray leave of court to assert the same when they are ascertained.

64. The aforementioned acts of The Company were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff Pedro Hernandez and were done by managerial agents and employees of The

1 Company, or with the express knowledge, consent, and ratification of managerial employees of The
2 Company, and thereby justify the awarding of punitive and exemplary damages in an amount to be
3 determined at the time of trial.

4 **SECOND CAUSE OF ACTION**

5 **RACIAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940 ET SEQ**

6 **(Plaintiff Pedro Hernandez Against The Company)**

7 65. Plaintiff Pedro Hernandez re-alleges and incorporates all preceding paragraphs as
8 though fully set forth herein.

9 66. At all times herein mentioned, Government Code section 12940 et seq. was in full
10 force and effect and was binding on The Company, as The Company regularly employed at least
11 five people. Government Code section 12940, subdivision (k) provides that is an unlawful
12 employment practice for an employer or any other person, because of their race/national origin, to
13 harass an employee and that any entity shall take all reasonable steps to prevent harassment from
14 occurring.

15 67. The Company's conduct included, but is not limited to, a severe and pervasive
16 hostile work environment. The Company's actions were so severe and pervasive that they altered
17 the conditions of Plaintiff Pedro Hernandez's employment. Examples of conduct that contributed
18 to the hostile work environment include, but are not limited to, non-work related comments about
19 Plaintiff Pedro Hernandez's race and/or national origin.

20 68. Plaintiff Pedro Hernandez is informed, believes, and therefore alleges that The
21 Company willfully and intentionally engaged in a course of conduct designed to harass and
22 intimidate Plaintiff Pedro Hernandez by creating a hostile work environment.

23 69. The Company's conduct was offensive and abusive, and based on Plaintiff's race
24 and/or national origin.

25 70. At least one of the harassers was one of The Company's supervisors, WARDRIP.

26 71. The Company failed to take immediate and appropriate corrective action to prevent
27 the harassment from continuing. At no time did The Company take any action regarding this
28 serious and pervasive conduct.

72. As a direct and/or proximate result of The Company's acts, Plaintiff Pedro

1 Hernandez has suffered actual, consequential, and incidental financial losses, including without
2 limitation loss of salary and benefits, and the intangible loss of employment related opportunities
3 in Plaintiff's field and damage to Plaintiff Pedro Hernandez's professional reputation, all in an
4 amount subject to proof at the time of trial. Plaintiff Pedro Hernandez claims such amounts as
5 damages pursuant to Civil Code section 3287 and/or 3288, and/or any other provision of law
6 providing for prejudgment interest.

7 73. As a direct and/or proximate result of The Company's wrongful acts, Plaintiff Pedro
8 Hernandez has suffered and continues to suffer emotional distress, humiliation, mental anguish,
9 and embarrassment, as well as the manifestation of physical symptoms. Plaintiff Pedro Hernandez
10 is informed, believes, and therefore alleges that Plaintiff Pedro Hernandez will continue to
11 experience physical and emotional suffering for a period in the future not presently ascertainable,
12 all in an amount subject to proof at the time of trial.

13 74. As a direct and/or proximate result of Defendant's wrongful acts, Plaintiff Pedro
14 Hernandez has been forced to hire attorneys to prosecute Plaintiff Pedro Hernandez claims and has
15 incurred, and is expected to continue to incur, attorneys' fees and costs in connection therewith.
16 Plaintiff Pedro Hernandez is entitled to recover attorneys' fees and costs under Government Code
section 12965(b).

17 75. Plaintiff Pedro Hernandez is informed, believes, and therefore alleges that
18 Defendant had in place policies and procedures that specifically required The Company's
19 managers, officers, and agents to prevent discrimination against and upon The Company's
20 employees. Plaintiff Pedro Hernandez relied on the fact that The Company would follow these
21 known policies, yet The Company consciously chose not to follow said policies. Therefore, The
22 Company's conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for
23 the rights of Plaintiff Pedro Hernandez and the rights and duties each The Company owed to
24 Plaintiff Pedro Hernandez. The Company aided, abetted, participated in, authorized, ratified,
25 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff Pedro Hernandez
26 should, therefore, be awarded exemplary and punitive damages against each The Company in an
27 amount to be established that is appropriate to punish The Company and deter others from
28 engaging in such conduct.

1 **THIRD CAUSE OF ACTION**

2 **SEXUAL HARASSMENT IN VIOLATION OF GOV. CODE § 12940 ET SEQ**

3 **(Both Plaintiffs Against All Defendants)**

4 76. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 77. The actions of Defendants, as described in this Complaint, constitute unlawful sexual
7 harassment against Plaintiffs.

8 78. Plaintiff Pedro Hernandez alleges that by and through the events and acts described in
9 the preceding paragraphs, Defendant WARDRIP intentionally sexually harassed Plaintiff Pedro
10 Hernandez by way of unwanted touching and inappropriate comments of a sexual nature.

11 79. Plaintiff Sarai J. Robledo alleges that by and through the events and acts described in
12 the preceding paragraphs, Defendant SPECK intentionally sexually harassed Plaintiff Sarai J. Robledo
13 through inappropriate comments and communications of a sexual nature.

14 80. The harassment by Defendants created a hostile, intimidating, and oppressive work
15 environment for Plaintiffs, whereby the conditions of their employment were adversely affected.
16 Moreover, the harassment impeded Plaintiffs' process and the enjoyment of their employment for
17 Defendants.

18 81. Defendants' harassment and discrimination described in this Complaint violates the
19 Fair Employment and Housing Act as promulgated in Government Code section 12940 *et seq.* and
20 other state and federal statutes that prohibit harassment and discrimination in employment,
21 including the California Constitution and Civil Rights Act, as amended.

22 82. As a direct and proximate result of Defendants' harassment and discrimination,
23 Plaintiffs have suffered and will continue to suffer damages in an amount within the jurisdiction of
24 this Court, the exact amount to be proven at trial. Such damages include loss of salary and other
25 valuable employment benefits, prejudgment interest and interest on the sum of damages at the legal
26 rate, and other consequential damages, including damages for shame, humiliation, mental anguish,
27 and emotional distress caused by the conduct of Defendants and each of them.

28 83. In addition, pursuant to Government Code section 12965(b), Plaintiffs are entitled to

1 his attorneys' fees in prosecuting this lawsuit.

2 84. Because the wrongful acts against Plaintiff were carried out, authorized, or ratified
3 by Defendants' directors, officer and/or managing agents, acting with malice, oppression or fraud,
4 or were deliberate, willful, and in conscious disregard of the probability of causing injury to
5 Plaintiff, as reflected by the actions as described earlier in this Complaint, Plaintiff seeks punitive
6 damages against Defendants, and each of them, in order to deter them from such and similar
7 conduct in the future.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

10 **IN VIOLATION OF GOV. CODE § 12940(k)**

11 **(Both Plaintiffs Against The Company)**

12 85. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
13 full herein.

14 86. At all times mentioned herein, California Government Code section 12940 *et seq.*
15 was in full force and effect and binding on The Company. These sections require The Company to
16 take reasonable steps to prevent discrimination from occurring.

17 87. As alleged herein, Plaintiffs suffered unlawful discrimination and harassment at the
18 hands of The Company.

19 88. The Company failed to take all reasonable steps to prevent such harassment and
20 discrimination in violation of Government Code section 12940(k).

21 89. The Company failed to take appropriate and/or reasonable steps to train and/or
22 monitor its employees, supervisors and/or managers regarding discrimination by failing to enforce a
23 policy against unlawful discrimination, and by failing to take prompt and appropriate disciplinary
24 action against the perpetrators of discrimination.

25 90. As a direct and proximate result of The Company's failure to take all reasonable
26 steps to prevent harassment and discrimination, Plaintiffs have suffered and will continue to suffer
27 damages in an amount within the jurisdiction of this Court, the exact amount to be proven at trial.
28 Such damages include loss of salary and other valuable employment benefits, prejudgment interest

1 and interest on the sum of damages at the legal rate, and other consequential damages, including
2 damages for shame, humiliation, mental anguish, and emotional distress caused by the conduct of
3 Defendants and each of them.

4 91. In addition, pursuant to Government Code section 12965(b), Plaintiffs are entitled to
5 their attorneys' fees in prosecuting this lawsuit.

6 92. Because the wrongful acts against Plaintiffs were carried out, authorized, or ratified
7 by The Company's directors, officers and/or managing agents, acting with malice, oppression or
8 fraud, or were deliberate, willful, and in conscious disregard of the probability of causing injury to
9 Plaintiffs, as reflected by the actions as described earlier in this Complaint, Plaintiffs seek punitive
10 damages against Defendants, and each of them, in order to deter them from such and similar
11 conduct in the future.

12 **FIFTH CAUSE OF ACTION**

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

14 **(Plaintiff Pedro Hernandez Against The Company)**

15 93. Plaintiff Pedro Hernandez realleges and incorporates all preceding paragraphs, as
16 though set forth in full herein.

17 94. Plaintiff Pedro Hernandez's termination was wrongful in that it violated the
18 fundamental public policies of California that prohibit discrimination, harassment, and retaliation on
19 the basis of: disability; work related injury; and for objecting and complaining about an employer's
20 violations of wage and hour laws and hazardous working conditions, as discussed above.

21 95. The Company discharged Plaintiff Pedro Hernandez in violation of the
22 aforementioned public policies, under:

- 23 a. California Government Code § 12940, *et seq.*; and
- 24 b. California Government Code § 12940(k).

25 96. As a direct and proximate cause of his wrongful discharge, Plaintiff Pedro
26 Hernandez has suffered and will continue to suffer damages in an amount within the jurisdiction of
27 this court, the exact amount to be proven at trial.

28 97. As a proximate result of the wrongful acts of The Company, Plaintiff Pedro

1 Hernandez has suffered and continues to suffer actual, consequential, and incidental financial
2 losses, including without limitation, loss of salary and benefits, emotional distress, humiliation,
3 mental anguish, anger, and embarrassment, all in an amount subject to proof at the time of trial.

4 98. The aforementioned acts of The Company were willful, wanton, malicious,
5 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
6 rights of Plaintiff and were done by managerial agents and employees of The Company, or with the
7 express knowledge, consent, and ratification of managerial employees of The Company, and
8 thereby justify the awarding of punitive and exemplary damages in an amount to be determined at
9 the time of trial.

10 **SIXTH CAUSE OF ACTION**

11 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

12 **(Both Plaintiffs Against The Company)**

13 99. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 100. The Company's discriminatory, harassing, and retaliatory actions against Plaintiffs
16 constituted severe and outrageous misconduct and caused Plaintiffs extreme emotional distress.

17 101. The Company had the intention of causing and/or recklessly disregarded the
18 probability of causing emotional distress to Plaintiffs and did, in fact, cause emotional distress to
19 Plaintiffs. The Company's misconduct caused Plaintiffs severe emotional distress, including, but
20 not limited to, depression and anxiety.

21 102. As a proximate result of The Company's extreme and outrageous conduct, Plaintiffs
22 have suffered and will continue to suffer severe emotional distress. Plaintiffs have sustained and
23 continue to sustain substantial losses of earnings and other employment benefits as a result of being
24 emotionally distressed.

25 103. As a proximate result of The Company's extreme and outrageous conduct, Plaintiffs
26 have suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
27 and anguish, all to his damages in a sum according to proof.

28 104. The aforementioned acts of The Company were willful, wanton, malicious,

1 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
2 rights of Plaintiffs and were done by managerial agents and employees of The Company, or with the
3 express knowledge, consent, and ratification of managerial employees of The Company, and
4 thereby justify the awarding of punitive and exemplary damages in an amount to be determined at
5 the time of trial.

6 **SEVENTH CAUSE OF ACTION**

7 **BATTERY**

8 **(Both Plaintiffs Against WARDRIP and SPECK)**

9 105. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 106. Plaintiff Pedro Hernandez alleges that by and through the events and acts described in
12 the preceding paragraphs, Defendant WARDRIP intentionally caused an immediate harmful and/or
13 offensive touching to Plaintiff's person.

14 107. Plaintiff Sarai J. Robledo alleges that by and through the events and acts described in
15 the preceding paragraphs, Defendant SPECK intentionally caused an immediate harmful and/or
16 offensive touching to Plaintiff's person.

17 108. As a direct and proximate result of the intentional conduct of WARDRIP and SPECK,
18 Plaintiffs suffered injuries to their health, shock, and anxiety. Plaintiffs are informed and believe, and
19 thereupon allege, that said injuries will result in general damages.

20 109. The conduct of WARDRIP and SPECK was and is sufficiently despicable to justify the
21 imposition of punitive damages in an amount to punish WARDRIP and SPECK, and to deter said
22 WARDRIP and SPECK, and others, from engaging in such reckless, intentional, and malicious
23 conduct in the future.

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1 **CLASS ALLEGATIONS AND CAUSES OF ACTION**

2 **EIGHTH CAUSE OF ACTION**

3 **SEX DISCRIMINATION IN VIOLATION OF GOV. CODE § 12940 ET SEQ.**

4 **(Plaintiff Sarai J. Robledo and Sex Discrimination Class Against All Defendants)**

5 110. Plaintiff Sarai J. Robledo re-alleges and incorporates all preceding paragraphs as
6 though fully set forth herein.

7 111. Under the FEHA an employer may not discriminate against an employee on the basis
8 of sex, which, pursuant to Cal. Gov. Code section 12926(r)(2), includes a person's gender-related
9 appearance.

10 112. The Company discriminated against Plaintiff Sarai J. Robledo and **Sex**
11 **Discrimination Class** members by subjecting them to adverse employment actions, including pay
12 inequity, on account of their sex, as alleged above.

13 113. As a direct and proximate cause of The Company's violation of the FEHA, Plaintiff
14 Sarai J. Robledo and **Sex Discrimination Class** members have suffered and will continue to suffer
15 damages in an amount within the jurisdiction of this court, the exact amount to be proven at trial.

16 114. As a further direct and legal result of the acts and conduct of The Company, Plaintiff
17 Sarai J. Robledo **Sex Discrimination Class** members have been caused to, and did, suffer and
18 continues to suffer severe emotional and mental distress and anguish, humiliation, embarrassment,
19 anger, shock, pain, discomfort, and anxiety, all of which is substantial and enduring. The exact
20 nature and extent of these injuries is presently unknown to Plaintiff Sarai J. Robledo and **Sex**
21 **Discrimination Class** members, who will pray leave of court to assert the same when they are
22 ascertained.

23 115. The aforementioned acts of The Company were willful, wanton, malicious,
24 intentional, oppressive, and despicable, and were done in willful and conscious disregard of the
25 rights of Plaintiff Sarai J. Robledo and **Sex Discrimination Class** members and were done by
26 managerial agents and employees of The Company, or with the express knowledge, consent, and
27 ratification of managerial employees of The Company, and thereby justify the awarding of punitive
28 and exemplary damages in an amount to be determined at the time of trial.

1 **NINTH CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM HOURLY WAGES**

3 **(Lab. Code §§ 223, 1194, 1197 and 1198)**

4 **(Plaintiffs and Hourly Employee Class against The Company)**

5 116. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 117. At all relevant times, Plaintiffs and **Hourly Employee Class** members are or have
8 been non-exempt employees of The Company entitled to the full protections of the Labor Code and
9 the applicable Wage Order.

10 118. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of the employer, and includes all the time the employee
12 is suffered or permitted to work, whether or not required to do so.”

13 119. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
14 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
15 that an employer has actual or constructive knowledge that employees are working.

16 120. Labor Code section 1194 invalidates any agreement between an employer and an
17 employee to work for less than the minimum or overtime wage required under the applicable Wage
18 Order.

19 121. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
20 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
21 to the underlying unpaid minimum wages and interest thereon.

22 122. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
23 than the minimum wage required under the applicable Wage Order for all hours worked during a
24 payroll period.

25 123. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
26 person acting either individually or as an officer, agent or employee of another person, to pay an
27 employee, or cause an employee to be paid, less than the applicable minimum wage.

28 124. Labor Code section 1198 makes it unlawful for employers to employ employees under

1 conditions that violate the applicable Wage Order.

2 125. Labor Code section 204 requires employers to pay non-exempt employees their earned
3 wages for the normal work period at least twice during each calendar month on days the employer
4 designates in advance and to pay non-exempt employees their earned wages for labor performed in
5 excess of the normal work period by no later than the next regular payday.

6 126. Labor Code section 223 makes it unlawful for employers to pay their employees lower
7 wages than required by contract or statute while purporting to pay them legal wages.

8 127. Plaintiff is informed and believes that, at all relevant times, The Company has applied
9 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
10 working conditions and compensation arrangements.

11 128. At all relevant times, The Company failed to pay hourly wages to Plaintiff and **Hourly**
12 **Employee Class** members for all time worked.

13 129. Plaintiff and **Hourly Employee Class** members were not paid proper minimum wages
14 for all hours worked, at the proper rates of pay. First, The Company implemented an unlawful time-
15 rounding policy and practice which rounded down and reduced the actual working hours recorded by
16 Plaintiffs and **Hourly Employee Class** members, and upon which their pay was based, and generally
17 did so to the detriment of the Plaintiffs and **Hourly Employee Class** members. These unlawfully
18 rounded time entries were inputted into The Company's payroll system from which wage statements
19 and payroll checks were created. The Company did so with the ostensible intent of paying Plaintiffs
20 and **Hourly Employee Class** members only for the hours they were scheduled to work, rather than
21 the hours they were actually under The Company's control. Plaintiffs contends this policy is not
22 neutral and results, over time, to the detriment of the Plaintiffs and Class Members by systematically
23 undercompensating them.

24 130. Plaintiff and **Hourly Employee Class** members were consistently required to perform
25 work, off-the-clock for which they were not paid wages. Specifically, Plaintiffs and **Hourly**
26 **Employee Class** members completed various training courses for certifications related to the work
27 they would be doing for The Company. Plaintiffs and **Hourly Employee Class** members spent time
28 putting on work gear, such as a hard hat, before beginning work, then Plaintiffs and **Hourly Employee**

1 **Class** members spent time removing the gear after clocking out from work. Plaintiffs and **Hourly**
2 **Employee Class** members performed work before their regularly scheduled work shifts, such as
3 stump grinding, pre-trip inspections, and starting the engine of trucks. Furthermore, Plaintiffs and
4 **Hourly Employee Class** members were required to travel to and from worksites off-the-clock.
5 Lastly, Plaintiffs and **Hourly Employee Class** members performed work while on their unpaid meal
6 periods due to understaffing and heavy workloads. The foregoing work duties were all performed off
7 the clock, under the direction and control of The Company, for which no wages were paid.

8 131. This uncompensated time caused Plaintiffs and Class Members to work in excess of
9 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiffs
10 and Class Members to minimum and overtime wages, which they were systemically denied.

11 132. As a result of The Company's unlawful conduct, Plaintiffs and **Hourly Employee**
12 **Class** members have suffered damages in an amount, subject to proof, to the extent they were not
13 paid the full amount of wages earned during each pay period during the applicable limitations period,
14 including overtime wages.

15 133. Pursuant to Labor Code sections 204, 218.6, 223, 1194 and 1194.2, Plaintiffs, on
16 behalf of themselves and **Hourly Employee Class** members, seek to recover unpaid wages, interest
17 thereon and costs of suit.

18 134. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
19 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
20 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

21 **TENTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

23 **(Lab. Code § 226)**

24 **(Plaintiffs and Wage Statement Penalties Sub-Class Against The Company)**

25 135. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
26 herein.

27 136. Labor Code section 226(a) states:

28 An employer, semimonthly or at the time of each payment of wages,

1 shall furnish to his or her employee, either as a detachable part of the
2 check, draft, or voucher paying the employee's wages, or separately if
3 wages are paid by personal check or cash, an accurate itemized
4 statement in writing showing (1) gross wages earned, (2) total hours
5 worked by the employee, except as provided in subdivision (j), (3) the
6 number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided that
8 all deductions made on written orders of the employee may be
9 aggregated and shown as one item, (5) net wages earned, (6) the
10 inclusive dates of the period for which the employee is paid, (7) the
11 name of the employee and only the last four digits of his or her social
12 security number or an employee identification number other than a
13 social security number, (8) the name and address of the legal entity that
14 is the employer and, if the employer is a farm labor contractor, as
15 defined in subdivision (b) of Section 1682, the name and address of the
16 legal entity that secured the services of the employer, and (9) all
17 applicable hourly rates in effect during the pay period and the
18 corresponding number of hours worked at each hourly rate by the
19 employee and, beginning July 1, 2013, if the employer is a temporary
20 services employer as defined in Section 201.3, the rate of pay and the
21 total hours worked for each temporary services assignment. The
22 deductions made from payment of wages shall be recorded in ink or
23 other indelible form, properly dated, showing the month, day, and year,
24 and a copy of the statement and the record of the deductions shall be
25 kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For
purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

16 137. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
17 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
18 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
19 retains the right to elect to receive a written paper stub or record and that those who are provided with
20 electronic wage statements retain the ability to easily access the information and convert the electronic
21 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

22 138. Plaintiffs are informed and believe that, at all relevant times during the applicable
23 limitations period, The Company has failed to provide **Wage Statement Class** members with
24 written wage statements as described above. Additionally, the wage statements issued to class
25 members failed to account for the unpaid minimum wages described above.

26 139. Furthermore, The Company failed to provide Plaintiffs and **Wage Statement Class**
27 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
28 Opinion Letters. Plaintiffs' and **Wage Statement Class** members' wage statement were only

1 provided in electronic format in violation of Labor Code § 226.

2 140. Plaintiffs are informed and believes that The Company's failure to provide them and
3 **Wage Statement Class** members with accurate written wage statements were intentional in that The
4 Company has the ability to provide them with accurate wage statements but have intentionally
5 provided them with written wage statements that The Company has known do not comply with Labor
6 Code section 226(a).

7 141. Plaintiffs and **Wage Statement Class** members have suffered injuries, in that The
8 Company has violated their legal rights to receive accurate wage statements and have misled them
9 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
10 statements have prevented immediate challenges to The Company's unlawful pay practices, has
11 required discovery and mathematical computations to determine the amount of wages owed, has
12 caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
13 submission of inaccurate information about wages and deductions to federal and state government
14 agencies.

15 142. Pursuant to Labor Code section 226(e), Plaintiffs, on behalf of themselves and **Wage**
16 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
17 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
18 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
19 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

20 **ELEVENTH CAUSE OF ACTION**

21 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

22 **(Lab. Code §§ 201-203)**

23 **(Plaintiffs and Waiting Time Penalties Sub-Class Against The Company)**

24 143. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 144. At all relevant times, Plaintiffs and **Waiting Time Penalties Sub-Class** members have
27 been entitled, upon the end of their employment with The Company, to timely payment of all wages
28 earned and unpaid before termination or resignation.

1 145. At all relevant times, pursuant to Labor Code section 201, employees who have been
2 discharged have been entitled to payment of all final wages immediately upon termination.

3 146. At all relevant times, pursuant to Labor Code section 202, employees who have
4 resigned after giving at least seventy-two (72) hour's notice of resignation have been entitled to
5 payment of all final wages at the time of resignation.

6 147. Plaintiffs are informed and believes that, at all relevant time during the applicable
7 limitations period, The Company has failed to timely pay **Waiting Time Penalties Sub-Class**
8 members all of their final wages in accordance with the Labor Code.

9 148. Plaintiffs are informed and believes that, at all relevant times during the applicable
10 limitations period, The Company has maintained a policy or practice of paying **Waiting Time**
11 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
12 sections 201 or 202 by failing to timely pay them all final wages.

13 149. Plaintiffs are informed and believes and thereupon alleges that The Company's failure
14 to timely pay all final wages to them and **Waiting Time Penalties Sub-Class** members have been
15 willful in that The Company has the ability to pay final wages in accordance with Labor Code sections
16 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
17 requirements.

18 150. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of themselves
19 and **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that
20 their final wages have first become due until paid, up to a maximum of thirty days, and interest
21 thereon.

22 151. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
23 and/or the common fund doctrine, Plaintiffs, on behalf of themselves, and **Waiting Time Penalties**
24 **Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

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1 **TWELFTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

4 152. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
5 herein.

6 153. Business and Professions Code section 17200 defines “unfair competition” to include
7 any unlawful business practice.

8 154. California law requires employers to pay hourly, non-exempt employees for all hours
9 they are permitted or suffered to work, including hours that the employer knows or reasonable should
10 know that employees have worked.

11 155. Plaintiffs re-allege and incorporate the FIRST, SECOND, THIRD, FOURTH, FIFTH,
12 SIXTH, SEVENTH, EIGHTH, and NINTH causes of action herein.

13 156. Plaintiffs lost money or property as a result of the aforementioned unfair competition.

14 157. The Company has or may have acquired money by means of unfair competition.

15 158. Plaintiffs are informed and believe and thereupon allege that by committing the Labor
16 Code violations described in this Complaint, Defendants violated Fair Employment and Housing Act,
17 Cal Gov. Code §§ 12940, *et seq.*, Labor Code sections 215, 216, 225, 226.6, 226.7, 354, 408, 512,
18 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 as well as applicable Wage Orders,
19 which make it a misdemeanor to commit the violations alleged herein.

20 159. The Company has committed criminal conduct through their policies and practices of,
21 *inter alia*, failing to comport with their affirmative obligations as an employer to pay for all hours
22 worked at the proper rates of pay.

23 160. The Company committed acts of unfair competition as defined by the Unfair Business
24 Practices Act, by engaging in the unlawful, unfair and fraudulent business acts and practices described
25 in this Complaint, including, but not limited to:

- 26 a. Violation of Government Code section 12940 *et seq.* pertaining to race/national
27 origin discrimination, failure to prevent discrimination, and sexual harassment;
28 b. Wrongfully terminating Plaintiff in violation of the aforementioned public policies.

1 161. The Company's unlawful conduct as alleged in this Complaint amounts to and
2 constitutes unfair competition within the meaning of Business and Professions Code section 17200 *et*
3 *seq.* Business and Professions Code sections 17200 *et seq.* protects against unfair competition and
4 allows a person who has suffered an injury-in-fact and has lost money or property as a result of an
5 unfair, unlawful or fraudulent business practice to seek restitution.

6 162. As a result of The Company's violations of the Labor Code during the applicable
7 limitations period, Plaintiffs have suffered an injury-in-fact and have lost money or property in the
8 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of The
9 Company's conduct.

10 163. Plaintiffs are informed and believe that other similarly situated persons have been
11 subject to the same unlawful policies or practices of The Company.

12 164. Due to the unfair and unlawful business practices in violation of the Labor Code,
13 Defendants have gained a competitive advantage over other comparable companies doing business in
14 the State of California that comply with their legal obligations.

15 165. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
16 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
17 or is considered unlawful under any other state or federal law.

18 166. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
19 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
20 Defendants, and each of them, and their agents and employees, from further violations of the Labor
21 Code and applicable Wage Orders.

22 167. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
23 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
24 Defendants, and each of them, and their agents and employees, from further violations of the Labor
25 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
26 order permanently enjoining Defendants, and each of them, and their respective agents and
27 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
28 Wage Orders.

168. Pursuant to Business and Professions Code section 17203, Plaintiffs seek declaratory relief and restitution of all monies rightfully belonging to them that The Company did not pay them or otherwise retained by means of its unlawful and unfair business practices.

169. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiffs are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

170. Pursuant to Business and Professions Code section 17203, Plaintiffs seek declaratory relief and restitution of all monies rightfully belonging to them that The Company did not pay them or otherwise retained by means of its unlawful and unfair business practices.

171. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine and/or the common fund doctrine, Plaintiffs are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

PRAYER FOR RELIEF

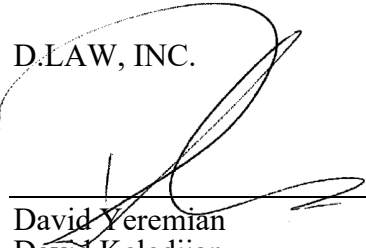
WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, pray for relief and judgment against Defendants as follows:

1. An order that the action be certified as a class action;
2. An order that Plaintiffs be appointed class representative;
3. An order that counsel for Plaintiffs be appointed class counsel;
4. For all compensatory damages in the form of consequential, and incidental damages, including but not limited to back pay, front pay, loss of earnings and employee benefits and damages for emotional distress, according to proof;
5. For general and special damages, and interest thereon, according to proof;
6. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement of profits resulting from Defendants' unlawful business acts and practices, according to proof;
7. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

8. For punitive and exemplary damages, according to proof;
9. Unpaid wages
10. Actual damages;
11. Liquidated damages;
12. Restitution;
13. Declaratory relief;
14. Pre-judgment interest;
15. Statutory penalties;
16. Costs of suit;
17. Reasonable attorneys' fees; and
18. Such other relief as the Court deems just and proper.

Dated: March 14, 2025

D.LAW, INC.



David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiffs
PEDRO HERNANDEZ, SARAI J. ROBLEDO,
and the putative class

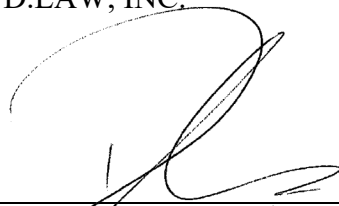
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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: March 14, 2025

D.LAW, INC.

A handwritten signature in black ink, appearing to be 'D. Yeremian', written over a horizontal line.

David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
PEDRO HERNANDEZ, SARAI J. ROBLEDO,
and the putative class

EXHIBIT A



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 13, 2025

Svetlana Hovhannisyan
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202503-28497913
Right to Sue: HERNANDEZ / WEST COAST ARBORISTS, INC. et al.

Dear Svetlana Hovhannisyan:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 13, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202503-28497913

Right to Sue: HERNANDEZ / WEST COAST ARBORISTS, INC. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 13, 2025

PEDRO HERNANDEZ
450 N. Brand Blvd., Ste. 840
Glendale, CA 91203

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202503-28497913
Right to Sue: HERNANDEZ / WEST COAST ARBORISTS, INC. et al.

Dear PEDRO HERNANDEZ:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 13, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

PEDRO HERNANDEZ

CRD No. 202503-28497913

Complainant,

vs.

WEST COAST ARBORISTS, INC.
2200 E. Via Burton Street
Anaheim, CA 92806

William Wardrip
2200 E. Via Burton Street
Anaheim, CA 92806

Respondents

1. Respondent **WEST COAST ARBORISTS, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **William Wardrip** individual as Co-Respondent(s).

3. Complainant **PEDRO HERNANDEZ**, resides in the City of **Glendale**, State of **CA**.

4. Complainant alleges that on or about **March 16, 2024**, respondent took the following adverse actions:

Complainant was harassed because of complainant's ancestry, national origin (includes language restrictions), color, sex/gender, sexual orientation, genetic information or characteristic, other, association with a member of a protected class, race (includes hairstyle and hair texture), sexual harassment.

Complainant was discriminated against because of complainant's ancestry, national origin (includes language restrictions), color, genetic information or characteristic, other, association with a member of a protected class, race (includes hairstyle and hair texture) and as a result of the discrimination was terminated, laid off, forced to quit, denied hire or promotion, reprimanded, suspended, demoted, asked impermissible non-job-related

1 questions, denied any employment benefit or privilege, denied work opportunities or
2 assignments, denied or forced to transfer, given additional work responsibilities or
3 assignments.

3 **Complainant experienced retaliation** because complainant reported or resisted any form
4 of discrimination or harassment, participated as a witness in a discrimination or harassment
5 complaint and as a result was terminated, laid off, forced to quit, denied hire or promotion,
6 reprimanded, suspended, demoted, asked impermissible non-job-related questions, denied
7 any employment benefit or privilege, denied work opportunities or assignments, denied or
8 forced to transfer, given additional work responsibilities or assignments.

7 **Additional Complaint Details:** 23. Plaintiff Pedro Hernandez ("Mr. Hernandez") worked
8 for The Company as a non-exempt employee during the relevant and statutory periods.

8 24. Mr. Hernandez was hired by The Company on or around September 9, 2022. Mr.
9 Hernandez was a hardworking and steadfast employee, who performed his job duties
10 competently and efficiently, within the Defendants' rules, requirements, and policies.

10 25. On or around December 2023, Mr. Hernandez was required to switch into a different
11 "crew" at work. This is when his supervisor, Defendant William Wardrip ("WARDRIP") ,
12 began sexually harassing and discriminating against Mr. Hernandez on the basis of his
13 national origin and/or race almost daily.

12 26. On or around December 2023, on at least one occasion, WARDRIP said to Mr.
13 Hernandez "fucking Mexican," "brown piece of shit," "hurry up you jalapeno looking ass
14 motherfucker," "right hand Mexican," and "the N word."

14 27. On at least one occasion, WARDRIP has smacked Mr. Hernandez's butt and said
15 "good job, Mexican," then moved his tongue around in front of Mr. Hernandez's face.

15 28. On at least one occasion, WARDRIP has grabbed Mr. Hernandez's chest.

16 29. Mr. Hernandez took three days off work to move homes. Prior to taking the days off,
17 he had told WARDRIP about the time off and WARDRIP had approved it. Prior to taking
18 these days off, Mr. Hernandez was scheduled to work for 40 hours a week. After the
19 approved time off was taken, Mr. Hernandez was scheduled to work significantly less hours,
20 approximately 15-20 hours a week.

18 30. Mr. Hernandez had Human Resources to complaint about his hours being reduced.
19 Human Resources called the manager on duty, who was WARDRIP'S wife.

19 31. On at least one occasion, Mr. Hernandez was approached by WARDRIP, who tried
20 to give him money so that Mr. Hernandez could purchase cocaine for him; Mr. Hernandez
21 refused.

21 32. On or around March 16, 2024, shortly after reporting Mr. WARDRIP's unlawful
22 behavior, the Company terminated Plaintiff's employment for complaining about
23 WARDRIP'S unlawful harassment and discrimination and for exercising his rights under the
24 FEHA.

23 33. On March 19, 2024, Mr. Hernandez reported WARDRIP's unlawful behavior to his
24 supervisor, Stewart Hupp, via text message.

1 VERIFICATION

2 I, **Svetlana Hovhannisyan**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The matters alleged are
based on information and belief, which I believe to be true.

5 On March 13, 2025, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Glendale, California**

EXHIBIT B



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 13, 2025

Svetlana Hovhannisyan
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202503-28512413
Right to Sue: Robledo / WEST COAST ARBORISTS, INC. et al.

Dear Svetlana Hovhannisyan:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 13, 2025

RE: **Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202503-28512413

Right to Sue: Robledo / WEST COAST ARBORISTS, INC. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 13, 2025

Sarai Robledo
450 N. Brand Blvd., Ste. 840
Glendale, CA 91203

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202503-28512413
Right to Sue: Robledo / WEST COAST ARBORISTS, INC. et al.

Dear Sarai Robledo:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 13, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Sarai Robledo

CRD No. 202503-28512413

Complainant,

vs.

WEST COAST ARBORISTS, INC.
2200 E. VIA BURTON STREET
Anaheim, CA 92806

James Speck
2200 E. Via Burton Street
Anaheim, CA 92806

Respondents

1. Respondent **WEST COAST ARBORISTS, INC.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **James Speck** individual as Co-Respondent(s).

3. Complainant **Sarai Robledo**, resides in the City of **Glendale**, State of **CA**.

4. Complainant alleges that on or about **March 13, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, gender identity or expression, sexual orientation, genetic information or characteristic, sexual harassment.

Complainant was discriminated against because of complainant's sex/gender, gender identity or expression, sexual orientation, genetic information or characteristic and as a result of the discrimination was denied hire or promotion, reprimanded, denied equal pay, suspended, demoted, asked impermissible non-job-related questions, denied any employment benefit or privilege, other, denied work opportunities or assignments, denied or forced to transfer, given additional work responsibilities or assignments.

1 **Complainant experienced retaliation** because complainant reported or resisted any form
2 of discrimination or harassment, participated as a witness in a discrimination or harassment
3 complaint and as a result was denied hire or promotion, reprimanded, denied equal pay,
4 suspended, demoted, asked impermissible non-job-related questions, denied any
employment benefit or privilege, other, denied work opportunities or assignments, denied or
forced to transfer, given additional work responsibilities or assignments.

5 **Additional Complaint Details:** 34. Plaintiff Sara J. Robledo ("Ms. Robledo") worked for
6 The Company as a non-exempt employee during the relevant and statutory periods.

7 35. Ms. Robledo was hired by Defendants on or around October 7, 2020. Ms. Robledo
8 was a hardworking and steadfast employee, who performed her job duties competently and
efficiently, within the Defendants' rules, requirements, and policies.

9 36. On her first day of work, Ms. Robledo reported to the Stockton branch of Defendants'
facilities. She was supposed to have her uniform assigned by another employee, "Cano."
When she arrived at work, Cano asked her about her marital status, and asked what she
was doing after work.

10 37. The next day, Cano followed Ms. Robledo around the parking lot, trying to ask her
11 out on a date. Cano repeatedly asked for Ms. Robledo's phone number. Ms. Robledo,
feeling threatened and scared, gave her number to him. Ms. Robledo immediately changed
her number the next day.

12 38. Ms. Robledo reported Cano's harassment to her manager, James Speck ("SPECK").
13 but there was no remedial action taken to correct or stop Cano's behavior.

14 39. On one occasion, Ms. Robledo went to a job site in Lodi and was told she needed to
15 return to Stockton to pick up some supplies. While she was in the warehouse picking up the
things she needed, Cano approached her and grabbed her hand. He began tugging on it
and would not let it go, despite Ms. Robledo's opposition. She was finally able to pull loose
and leave the warehouse.

16 40. When she arrived at the Lodi jobsite, she talked to her supervisor Francisco
17 Villanueva ("Mr. Villanueva") and complained to him about the incident with Cano. Mr.
Villanueva reported the incident to another supervisor, Mr. Pinegar.

18 41. On another occasion, Ms. Robledo walked into the lady's room, approached one of
19 the stalls, and grabbed the door handle to open it. She was shocked to then see a shadow
on the floor of the stall of a male figure masturbating while holding his phone and sitting on
the toilet. The male began giggling behind the stall, and she immediately recognized the
voice as that of her manager, SPECK. Ms. Robledo left the restroom immediately. Later that
20 day, SPECK sent her a photo of his penis to Ms. Robledo from his work cell phone.

21 42. Later that same month, SPECK sent her a text message with the comment, "You
smell good, and I want to take you into the office and bend you over."

22 43. Ms. Robledo again reported the behavior to her supervisor Jason Pinegar ("Mr.
Pinegar,") Vice President of West Coast, in person, and which she believes to have been
captured by security cameras outside the restroom.

23 44. There was no disciplinary or remedial action taken against SPECK who just
24 continued to unlawfully harass Ms. Robledo.

25 45. Ms. Robledo was later transferred to the Stockton location shortly after these
incidents. When she returned to Stockton, Cano resumed harassing her. On one occasion,

1 he went to a job site where he knew she was working to drop off some equipment. While he
2 was there, he persistently leered at her in an inappropriately sexual way. Ms. Robledo again
3 reported the threatening and uncomfortable harassment to Mr. Pinegar.

46. On another occasion, on or around May 2021, Ms. Robledo was required to attend a
3 company trip to Camp High Sierra to obtain a certification and new qualifications for her job.
4 She was told she would be training with another female arborist on this week-long trip.
5 However, upon arrival she learned she would be the only female in attendance. Based on
6 her past experiences and the Company's inaction, she was frightened the entire trip. The
7 other male employees of the Company drank alcohol and were inebriated nearly every
8 night. She refused to join them. Every evening, she locked her cabin door from the outside
9 so no one could get in. One night during the trip, someone tried to open her cabin door.
10 Terrified, she remained quiet and the person left. The next day, SPECK overheard her
11 telling a friend about the incident. He said, "Did you hear Juan trying to get into your room?"
12 He was referring to another coworker of theirs who had also been drinking the night before.
13 Ms. Robledo asked Juan, "Why did you come to my room?" Juan replied, "I was looking for
14 my keys." There was no reason Juan would have been looking for his keys in Ms. Robledo's
15 room.

47. On other occasions, another male employee, Julio Aleman ("Mr. Ale man"), regularly
10 harassed Ms. Robledo when they were on job sites in an inappropriately sexual way. When
11 she would have to climb stairs on the lift, he would stand back and watch her from behind.
12 She reported this behavior to her supervisor, but Mr. Aleman was never disciplined either,
13 and no remedial action was taken.

48. The Company had a common policy and practice of discriminating against female
13 employees on the basis of their sex. Specifically, all the male employees would openly
14 urinate while on the equipment, going to the back of the boom to do so. Female employees,
15 however, felt uncomfortable by this behavior as they were in close proximity of exposed
16 men. Female employees, meanwhile, have no accommodations for their restroom needs.
17 For example, on June 30th, Ms. Robledo worked on a Sacramento project. She was not
18 provided a vehicle to leave for restroom breaks while all the other male employees were
19 given that provision. On another job site in Elk Grove where there was also no private place
20 for females to use the restroom, she was prohibited from leaving the project site to go to a
21 restroom, supposedly due to "security reasons." Despite Ms. Robledo's reports to
22 management, a port-a-potty was never provided for female staff.

49. Lastly, the Company had a common policy and practice of paying female employees
19 lower wages than male employees for performing the same jobs and tasks. In fact, Ms.
20 Robledo did more intensive work than her male counterparts that were paid more than her.
21 She was assigned to trim 30-40 trees, while her male coworkers were assigned only 10-20,
22 and she was often sent to do "stump grinding" work, which was grueling and labor intensive.

50. The Company had a common policy and practice of systemically failing to pay
21 Plaintiffs and Class Members proper wages and overtime for all hours worked, at the proper
22 rates of pay. First, The Company implemented an unlawful time-rounding policy and practice
23 which rounded down and reduced the actual working hours recorded by Plaintiffs and Class
24 Members, and upon which their pay was based, and generally did so to the detriment of the
25 Plaintiffs and Class Members. These unlawfully rounded time entries were inputted into The
26 Company's payroll system from which wage statements and payroll checks were created.
27 The Company did so with the ostensible intent of paying Plaintiffs and Class Members only
28

1 for the hours they were scheduled to work, rather than the hours they were actually under
2 The Company's control. Plaintiffs contends this policy is not neutral and results, over time, to
the detriment of the Plaintiffs and Class Members by systematically undercompensating
them.

3 51. Next, Plaintiffs and Class Members were also consistently required to perform work,
4 off-the-clock, for which they were not paid wages. Specifically, Plaintiffs and Class Members
5 completed various training courses for certifications related to the work they would be doing
6 for The Company. Plaintiffs and Class Members spent time putting on work gear, such as a
7 hard hat, before beginning work, then Plaintiffs and Class Members spent time removing the
8 gear after clocking out from work. Plaintiffs and Class Members performed work before their
9 regularly scheduled work shifts, such as stump grinding, pre-trip inspections, and starting
the engine of trucks. Furthermore, Plaintiffs and Class Members were required to travel to
and from worksites off-the-clock. Lastly, Plaintiffs and Class Members performed work while
on their unpaid meal periods due to understaffing and heavy workloads. The foregoing work
duties were all performed off the clock, under the direction and control of The Company, for
which no wages were paid.

10 52. This uncompensated time caused Plaintiffs and Class Members to work in excess of
11 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling
Plaintiffs and Class Members to minimum and overtime wages, which they were
systemically denied.

12 53. Plaintiffs and Class Members were not provided with accurate wage statements as
13 mandated by law pursuant to Labor Code section 226. Specifically, The Company failed to
14 issue wage statements as "a detachable part of the check, draft, or voucher paying the
employee's wages, or separately if wages are paid by personal check or cash, an accurate
itemized statement in writing." Additionally, the wage statements issued to Plaintiffs and
Class Members were not recorded in "ink or other indelible form."

15 54. The Company failed to comply with Labor Code section 226(a)(1) as "gross wages
16 earned" were not accurately reflected in that: all hours worked, including overtime, were not
included.

17 55. The Company failed to comply with Labor Code section 226(a)(2) as "total hours
worked by the employee" were not accurately reflected in that: all hours worked, including
overtime, were not included.

18 56. The Company failed to comply with Labor Code section 226(a)(5) as "net wages
19 earned" were not accurately reflected in that: all hours worked, including overtime, were not
included.

20 57. The Company failed to comply with Labor Code section 226(a)(9) as "all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours worked
at each hourly rate by the employee" were not accurately reflected in that: all hours worked,
including overtime, were not included.

22 58. Furthermore, The Company failed to provide Plaintiffs and Class Members with
23 paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
Opinion Letters. Plaintiffs' and Class Members' wage statement were only provided in
electronic format in violation of Labor Code § 226.

1 VERIFICATION

2 I, **Svetlana Hovhannisyan**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true. The matters alleged are
5 based on information and belief, which I believe to be true.

6 On March 13, 2025, I declare under penalty of perjury under the laws of the State of
7 California that the foregoing is true and correct.

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Glendale, California