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on behalf of all other aggrieved employees

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Superior Court of California,
County of Orange
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

INES ARNULFO LOPEZ CONTRERAS,
an individual, on behalf of himself and all
other aggrieved employees,

Plaintiff,

vs.

CORECARE III LP, a California limited
partnership, d/b/a MORNINGSIDE OF
FULLERTON; CORECARE V, LP; a
California limited partnership, d/b/a PARK
VISTA AT MORNINGSIDE; PARK
VISTA AT HOME LLC, a California
limited liability company; LA COSTA
GLEN CARLSBAD CCRC LLC, a
Delaware limited liability company;
GLENBROOK AT HOME LLC, a Delaware
limited liability company; GLENBROOK
HC LLC, a Delaware limited liability
company; STONERIDGE CREEK
PLEASANTON CCRC LLC, a Delaware
limited liability company; CREEKVIEW
HC LLC, a California limited liability;
UNIVERSITY VILLAGE THOUSAND
OAKS CCRC LLC, a Delaware limited
liability company; OAKVIEW HC LLC, a
California limited liability company ;
OAKVIEW AT HOME LLC, a California
limited liability company; CONTINUING
LIFE, LLC, a Delaware limited liability
company; WARREN E. SPIEKER, JR., an
individual; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 30-2016-00851086-CU-OE-CXC

Judge Kim G. Dunning

COMPLAINT FOR:

1. Penalties Under the California Labor Code
Private Attorneys General Act of 2004, as a
Representative Action
(California Labor Code § 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 INES ARNULFO LOPEZ CONTRERAS ("PLAINTIFF"), individually and on behalf of
2 all other aggrieved employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of Defendant CORECARE III LP, a California limited partnership, d/b/a
6 MORNINGSIDE OF FULLERTON; CORECARE V, LP; a California limited partnership,
7 d/b/a PARK VISTA AT MORNINGSIDE; PARK VISTA AT HOME LLC, a California limited
8 liability company; LA COSTA GLEN CARLSBAD CCRC LLC, a Delaware limited liability
9 company; GLENBROOK AT HOME LLC, a Delaware limited liability company;
10 GLENBROOK HC LLC, a Delaware limited liability company; STONERIDGE CREEK
11 PLEASANTON CCRC LLC, a Delaware limited liability company; CREEKVIEW HC LLC, a
12 California limited liability; UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC, a
13 Delaware limited liability company; OAKVIEW HC LLC, a California limited liability
14 company ; OAKVIEW AT HOME LLC, a California limited liability company;
15 CONTINUING LIFE, LLC, a Delaware limited liability company; WARREN E. SPIEKER,
16 JR., an individual; and DOES 1 through 50, inclusive (collectively, "DEFENDANTS"), to
17 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
18 and illegally calculated overtime and minimum wage compensation, illegal meal and rest period
19 policies, failure to pay all wages due to discharged or quitting employees, failure to maintain
20 required records, failure to provide accurate itemized wage statements, failure to timely pay
21 wages during employment, and failure to indemnify employees for necessary expenditures
22 and/or losses incurred in discharging their duties.

23 **JURISDICTION AND VENUE**

24 2. The Superior Court of the State of California has jurisdiction in this matter
25 because PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are
26 citizens and residents of, and/or regularly conduct business in, California. Further, no federal
27 question is at issue because the claims are based solely on California law.

28 3. Venue is proper in this judicial district and the County of Orange, California

1 because PLAINTIFF and other aggrieved employees performed work for DEFENDANTS in the
2 County of Orange and many of DEFENDANTS' unlawful actions and omissions, as set forth
3 herein, occurred in the County of Orange.

4 **PARTIES**

5 4. PLAINTIFF is a resident and citizen of the State of California and a former
6 employee of DEFENDANTS during the relevant period.

7 5. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
8 CORECARE III LP, d/b/a MORNINGSIDE OF FULLERTON ("MORNINGSIDE") is, and at
9 all times relevant hereto was, a California limited partnership organized and existing under the
10 laws of the State of California. PLAINTIFF is further informed and believes, and thereon
11 alleges, that Defendant MORNINGSIDE is authorized to conduct business in the State of
12 California, and does conduct business in the State of California. Specifically, Defendant
13 MORNINGSIDE maintains offices and facilities and conducts business in, and engages in
14 illegal payroll practices or policies in, the County of Orange, State of California.

15 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
16 CORECARE V, LP, d/b/a PARK VISTA AT MORNINGSIDE ("PARK VISTA AT
17 MORNINGSIDE") is, and at all times relevant hereto was, a limited liability company.
18 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant PARK
19 VISTA AT MORNINGSIDE is authorized to conduct business in the State of California, and
20 does conduct business in the State of California. Specifically, Defendant PARK VISTA AT
21 MORNINGSIDE maintains offices and facilities and conducts business in, and engages in
22 illegal payroll practices or policies in, the County of Orange, State of California.

23 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant PARK
24 VISTA AT HOME, LLC ("PARK VISTA AT HOME") is, and at all times relevant hereto was,
25 a limited liability company. PLAINTIFF is further informed and believes, and thereon alleges,
26 that Defendant PARK VISTA AT HOME is authorized to conduct business in the State of
27 California, and does conduct business in the State of California. Specifically, Defendant PARK
28 VISTA AT HOME maintains offices and facilities and conducts business in, and engages in

1 illegal payroll practices or policies in, the County of Orange, State of California

2 8. PLAINTIFF is informed and believes, and thereon alleges, that Defendant LA
3 COSTA GLEN CARLSBAD CCRC LLC ("LA COSTA GLEN CARLSBAD") is, and at all
4 times relevant hereto was, a limited company organized and existing under the laws of the State
5 of Delaware. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
6 LA COSTA GLEN CARLSBAD is authorized to conduct business in the State of California,
7 and does conduct business in the State of California.

8 9. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
9 GLENBROOK AT HOME LLC ("GLENBROOK AT HOME") is, and at all times relevant
10 hereto was, a limited company organized and existing under the laws of the State of Delaware.
11 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
12 GLENBROOK AT HOME is authorized to conduct business in the State of California, and does
13 conduct business in the State of California.

14 10. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
15 GLENBROOK HC LLC ("GLENBROOK HC") is, and at all times relevant hereto was, a
16 limited company organized and existing under the laws of the State of Delaware. PLAINTIFF
17 is further informed and believes, and thereon alleges, that Defendant GLENBROOK HC is
18 authorized to conduct business in the State of California, and does conduct business in the State
19 of California.

20 11. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
21 STONERIDGE CREEK PLEASANTON CCRC LLC ("STONERIDGE CREEK") is, and at all
22 times relevant hereto was, a limited company organized and existing under the laws of the State
23 of Delaware. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant
24 STONERIDGE CREEK is authorized to conduct business in the State of California, and does
25 conduct business in the State of California.

26 12. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
27 CREEKVIEW HC LLC ("CREEKVIEW HC") is, and at all times relevant hereto was, a limited
28 company organized and existing under the laws of the State of California. PLAINTIFF is

1 further informed and believes, and thereon alleges, that Defendant CREEKVIEW HC is
2 authorized to conduct business in the State of California, and does conduct business in the State
3 of California

4 13. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
5 UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC ("UNIVERSITY VILLAGE") is,
6 and at all times relevant hereto was, a limited company organized and existing under the laws of
7 the State of Delaware. PLAINTIFF is further informed and believes, and thereon alleges, that
8 Defendant UNIVERSITY VILLAGE is authorized to conduct business in the State of
9 California, and does conduct business in the State of California.

10 14. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
11 OAKVIEW HC LLC ("OAKVIEW HC") is, and at all times relevant hereto was, a limited
12 company organized and existing under the laws of the State of California. PLAINTIFF is
13 further informed and believes, and thereon alleges, that Defendant OAKVIEW HC is authorized
14 to conduct business in the State of California, and does conduct business in the State of
15 California.

16 15. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
17 OAKVIEW AT HOME LLC ("OAKVIEW AT HOME") is, and at all times relevant hereto
18 was, a limited liability company organized and existing under the laws of the State of California.
19 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant OAKVIEW
20 AT HOME is authorized to conduct business in the State of California, and does conduct
21 business in the State of California.

22 16. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
23 CONTINUING LIFE COMMUNITIES LLC ("CONTINUING LIFE") is, and at all times
24 relevant hereto was, a limited liability company organized and existing under the laws of the
25 State of California. PLAINTIFF is further and believes, and thereon alleges, that Defendant
26 CONTINUING LIFE is authorized to conduct business in the State of California, and does
27 conduct business in the State of California.

28 17. PLAINTIFF is informed and believes, and thereon alleges, that Defendant

1 WARREN E. SPIEKER, JR. is, and at all times material hereto was, a resident and citizen of the
2 State of California. At all relevant times herein, on information and belief, Defendant
3 WARREN E. SPIEKER, JR. was an owner, incorporator, managing agent, officer and/or alter
4 ego of Defendants CORECARE III LP, D/B/A MORNINGSIDE OF FULLERTON;
5 CORECARE V LP, D/B/A PARK VISTA AT MORNINGSIDE; PARK VISTA AT HOME
6 LLC; LA COSTA GLEN CARLSBAD CCRC LLC; GLENBROOK HC LLC; GLENBROOK
7 AT HOME LLC; STONERIDGE CREEK PLEASANTON CCRC LLC; CREEKVIEW HC
8 LLC; UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC; OAKVIEW HC LLC;
9 OAKVIEW AT HOME LLC; and CONTINUING LIFE LLC; during the course of events
10 described herein unless alleged otherwise. At all times material to this complaint, Defendant
11 WARREN E. SPIEKER, JR. was an employer of PLAINTIFF and other aggrieved employees.

12 18. On information and belief, Defendant WARREN E. SPIEKER, JR directly or
13 indirectly employed or exercised control over the wages, hours, and working conditions of
14 PLAINTIFF and other aggrieved employees, and Defendant WARREN E. SPIEKER, JR caused
15 the wage and hour violations alleged herein, including but not limited to violations of the
16 California Labor Code, the California Business and Professions Code, and the applicable
17 Industrial Welfare Commission ("IWC") Wage Order.

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

26 20. At all relevant times herein, DEFENDANTS were the joint employers of
27 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and
28 thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos,

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

5 21. At all relevant times herein, on information and belief, PLAINTIFF and other
6 aggrieved employees were employed by DEFENDANTS under employment agreements that
7 were partly written, partly oral, and partly implied. In perpetrating the acts and omissions
8 alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their
9 policies and practices of not paying PLAINTIFF and other aggrieved employees all wages
10 earned and due, through methods and schemes which include, but are not limited to, failing to
11 pay overtime premiums; failing to pay minimum wages; failing to provide rest periods and meal
12 periods; failing to pay meal and rest period premium payments; failing to properly maintain
13 records; failing to provide accurate itemized statements for each pay period; failing to timely
14 pay wages during employment; failing to properly compensate PLAINTIFF and other aggrieved
15 employees for necessary expenditures; and requiring, permitting or suffering the employees to
16 work off the clock, in violation of the California Labor Code and the applicable IWC Wage
17 Order.

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

23 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

24 23. Pursuant to the California Labor Code Private Attorneys General Act of 2004
25 (“PAGA”), Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself
26 and all current and former non-exempt aggrieved employees of DEFENDANTS in the State of
27 California during the relevant period.

28 24. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by certified

1 mail, postmarked September 4, 2015, to the California Labor and Workforce Development
2 Agency ("LWDA") and DEFENDANTS, of the specific provisions of the Labor Code and
3 applicable IWC Wage Order alleged to have been violated, including the facts and theories to
4 support the alleged violations. PLAINTIFF has not received any response from the LWDA. As
5 PLAINTIFF has waited more than thirty-three (33) days from the September 4, 2015 postmark
6 date of PLAINTIFF's written notice before filing this action, PLAINTIFF has complied with all
7 of the requirements set forth in Labor Code § 2699.3 to commence a representative action under
8 the PAGA.

9 **FACTUAL ALLEGATIONS**

10 **Failure to Provide Required Meal Periods**

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

12 25. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
13 to deprive their current and former non-exempt employees of all wages earned and due,
14 DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to
15 take less than the 30-minute meal period, or to work through them, and have failed to otherwise
16 provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to
17 Labor Code §§ 226.7 and 512 and IWC Wage Order No. 5-2001, § 11.

18 26. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
19 Order No. 5-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
20 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
21 one additional hour of compensation at each employee's regular rate of pay for each workday
22 that a meal period was not provided.

23 **Failure to Provide Required Rest Periods**

24 **[Cal. Labor Code § 226.7; IWC Wage Order No. 5-2001, § 12]**

25 27. At all times relevant herein, as part of DEFENDANTS' illegal policies and
26 practices to deprive their current and former non-exempt employees all wages earned and due,
27 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
28 required under Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12.

1 28. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No.
2 5-2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not
3 provided with a rest period, in accordance with the applicable IWC Wage Order, one additional
4 hour of compensation at each employee's regular rate of pay for each workday that a rest period
5 was not provided.

6 **Failure to Pay Overtime Wages**

7 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

8 29. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 5-2001, § 3,
9 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
10 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
11 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
12 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked
13 in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
14 hours on the seventh consecutive day of work in any workweek.

15 30. PLAINTIFF and other aggrieved employees are current and former non-exempt
16 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
17 IWC Wage Order No. 5-2001. At times relevant herein, DEFENDANTS failed to compensate
18 PLAINTIFF and other aggrieved employees for all overtime hours worked as required under the
19 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
20 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
21 Code §§ 510, 1194, and IWC Wage Order No. 5-2001, § 3; requiring, suffering or permitting
22 PLAINTIFF and other aggrieved employees to work off the clock; requiring, permitting or
23 suffering PLAINTIFF and other aggrieved employees to work through meal breaks; illegally
24 and inaccurately recording time in which PLAINTIFF and other aggrieved employees worked;
25 failing to properly maintain PLAINTIFF's and other aggrieved employees' records; failing to
26 provide accurate itemized wage statements to PLAINTIFF and other aggrieved employees for
27 each pay period; and other methods to be discovered.

28 31. DEFENDANTS have knowingly and willfully refused to perform their

obligations to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 5-2001, § 3.

Failure to Pay Minimum Wages

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

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

33. At times relevant herein, in violation of Labor Code §§ 1194 and 1197 and IWC Wage Order No. 5-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and other aggrieved employees the applicable minimum wages for all hours worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; failing to properly maintain PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods to be discovered.

Failure to Timely Pay Wages During Employment

[Cal. Labor Code § 204]

34. Pursuant to Labor Code § 204, for all labor performed between the 1st and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 16th and 26th day of the month during which the labor was performed. California Labor Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day of the following calendar month. In addition, Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday of the next regular payroll period.

1 35. At times relevant herein, DEFENDANTS knowingly and willfully failed to
2 timely pay PLAINTIFF and other aggrieved employees all wages for labor performed by the
3 next regular payroll period as required by Labor Code § 204.

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

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

6 36. Pursuant to Labor Code §§ 201, 202 and 203, DEFENDANTS are required to
7 pay all earned and unpaid wages to an employee who is discharged or who quits. Labor Code §
8 201 mandates that if an employer discharges an employee, the employee's wages accrued and
9 unpaid at the time of discharge are due and payable immediately.

10 37. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
11 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
12 employment, unless the employee provided 72 hours previous notice of his or her intention to
13 quit, in which case the employee is entitled to his or wages at the time of quitting.

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

18 39. At times relevant herein, in violation of Labor Code §§ 201, 202, and 203,
19 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
20 PLAINTIFF and other aggrieved employees who were discharged or quit his or her
21 employment.

22 **Failure to Maintain Required Records**

23 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

24 40. At times relevant herein, as part of DEFENDANTS' illegal payroll policies and
25 practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
26 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
27 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to
28 the following records: total daily hours worked by each employee; applicable rates of pay; all

1 deductions; meal periods; time records showing when each employee begins and ends each
2 work period; and accurate itemized statements.

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

4 **[Cal. Labor Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

5 41. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
6 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
7 statements in writing showing each employee's gross wages earned, total hours worked, the
8 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
9 piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for
10 which the employee is paid, the name of the employee and only the last four digits of his or her
11 social security number or employee identification number, the name and address of the legal
12 entity or entities employing PLAINTIFF and other aggrieved employees, and all applicable
13 hourly rates in effect during each pay period and the corresponding number of hours worked at
14 each hourly rate, in violation of Labor Code § 226 and IWC Wage Order No. 5-2001, § 7.

15 42. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
16 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
17 statements in accordance with Labor Code § 226(a).

18 43. At times relevant herein, PLAINTIFF and other aggrieved employees suffered
19 injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
20 statements as PLAINTIFF and other aggrieved employees could not promptly and easily
21 determine from the wage statement alone one or more of the following: the gross wages
22 earned, the total hours worked, all deductions made, the net wages earned, the inclusive dates of
23 the period for which the employee is paid, the name and address of the legal entity or entities
24 employing PLAINTIFF and other aggrieved employees, and/or all applicable hourly rates in
25 effect during each pay period and the corresponding number of hours worked at each hourly
26 rate.

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1 penalties from DEFENDANTS in a representative action for the violations set forth above,
2 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
3 512, 1174(d), 1194, 1197, 1198, and 2802.

- 4 a. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
5 DEFENDANTS' violations of Labor Code provisions for which a civil
6 penalty is specifically provided, including but not limited to the
7 following: Pursuant to Labor Code § 210, for violations of Labor Code §
8 204, DEFENDANTS are subject to a civil penalty in the amount of one
9 hundred dollars (\$100) for the initial violation and two hundred dollars
10 (\$200) per employee for each subsequent violation.
- 11 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
12 DEFENDANTS are subject to a civil penalty in the amount of two
13 hundred and fifty dollars (\$250) per aggrieved employee for the initial
14 pay period in which a violation occurs and one thousand dollars (\$1,000)
15 per aggrieved employee for each subsequent violation.
- 16 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
17 on behalf of an employer who violates, or causes to be violated, a section
18 of this chapter or any provision regulating hours and days of work in any
19 order of the Industrial Welfare Commission," including Labor Code §§
20 510 and 512, shall be subject to a civil penalty, in addition to any other
21 penalty provided by law, of fifty dollars (\$50) for initial violations for
22 each underpaid employee for each pay period for which the employee
23 was underpaid and one hundred dollars (\$100) for each subsequent
24 violation for each underpaid employee for each pay period for which the
25 employee was underpaid. In addition, PLAINTIFF seeks civil penalties
26 in the amount sufficient to recover unpaid wages owed to PLAINTIFF
27 and aggrieved employees pursuant to Labor Code § 558(a).
- 28 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),

1 DEFENDANTS are subject to a civil penalty of five hundred dollars
2 (\$500).

3 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
4 paid to any employee a wage less than the minimum fixed by an order of
5 the commission shall be subject to a civil penalty as follows: for any
6 initial violation that is intentionally committed, one hundred dollars
7 (\$100) for each underpaid employee for each pay period for which the
8 employee is underpaid; and for each subsequent violation of the same
9 offense, two hundred fifty dollars (\$250) for each underpaid employee for
10 each pay period for which the employee is underpaid regardless of
11 whether the initial violation was intentionally committed.

12 50. Labor Code § 2699(f) provides that for all Labor Code violations for which a
13 civil penalty is not specifically provided, the following civil penalties are established: one
14 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
15 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
16 violation. PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for
17 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not
18 specifically provided, including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194,
19 1197, 1198, and 2802.

20 51. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
21 Labor Code § 2699(g)(1).

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved
24 employees, prays for relief against DEFENDANTS as follows:

25 1. For civil penalties according to proof, including but not limited to the amount of
26 any unpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized by
27 Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

28 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,

1 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
2 judgment interest;

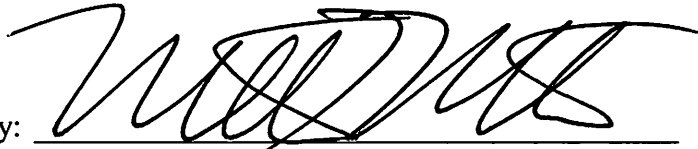
3 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1)
4 and/or any other applicable provisions providing for attorney's fees and costs; and

5 4. For such further relief that the Court may deem just and proper.
6

7 DATED: April 29, 2016

MATERN LAW GROUP

8
9
10 By:


MATTHEW J. MATERN
MATTHEW W. GORDON
CHRISTOPHER HUGHES
Attorneys for Plaintiff
INES ARNULFO LOPEZ CONTRERAS,
individually, and on behalf of all other aggrieved
employees

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16 **DEMAND FOR JURY TRIAL**

17 PLAINTIFF, individually and on behalf of all other aggrieved employees, hereby
18 demands a trial by jury trial on all issues so triable.
19

20 DATED: April 29, 2016

MATERN LAW GROUP

21
22 By:


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