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13 ROBERT NAVARRETE, individually and on
14 behalf of all other aggrieved employees

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 FOR THE COUNTY OF RIVERSIDE

18 ROBERT NAVARRETE, an individual, on
19 behalf of themselves and all other aggrieved
20 employees,

21 Plaintiff,

22 vs.

23 SABER FITNESS CORONA, LLC, a California
24 limited liability company; TAYMAX GROUP
25 HOLDINGS, LP, a New Hampshire limited
26 partnership; and DOES 1 through 50, inclusive,

27 Defendants.
28

CASE NO.: **CVRI 2503211**

COMPLAINT FOR:

1. Civil 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 Plaintiff ROBERT NAVARRETE (“PLAINTIFF”), an individual and on behalf of all
2 other current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1
3 below) who worked for DEFENDANTS in the State of California at any time during the relevant
4 statutory period (“AGGRIEVED EMPLOYEES”), hereby allege as follows:

5 **INTRODUCTION**

6 1. PLAINTIFF brings this action on behalf of himself and all other AGGRIEVED
7 EMPLOYEES of Defendants SABER FITNESS CORONA, LLC, a California limited liability
8 company and TAYMAX GROUP HOLDINGS, LP a New Hampshire limited partnership; and
9 DOES 1 through 50, inclusive, (collectively “DEFENDANTS”), to recover civil penalties arising
10 from unpaid wages earned and due, including but not limited to unpaid and illegally calculated
11 overtime compensation, failure to pay minimum wages, failure to pay meal and rest period
12 premiums, failure to pay all wages due to discharged or quitting employees, failure to maintain
13 required records, failure to provide accurate itemized wage statements, failure to timely pay
14 wages during employment, and failure to indemnify employees for necessary expenditures and/or
15 losses incurred in discharging their duties.

16 **JURISDICTION AND VENUE**

17 2. The Superior Court of the State of California has jurisdiction in this matter because
18 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
19 business in California and regularly conduct business in California. Further, no federal question is at
20 issue because the claims are based solely on California law.

21 3. Venue is proper in this judicial district and the County of Riverside, California
22 because PLAINTIFF, and other AGGRIEVED EMPLOYEES performed work for
23 DEFENDANTS in the County of Riverside, DEFENDANTS maintain offices and facilities and
24 transact business in the County of Riverside, and DEFENDANTS’ illegal payroll policies and
25 practices which are the subject of this action were applied, at least in part, to PLAINTIFF, and
26 other persons similarly situated, in the County of Riverside.

27 **PARTIES**

28 4. PLAINTIFF is a resident and a citizen of the State of California and an employee

1 of DEFENDANTS during the relevant time period.

2 5. PLAINTIFF is informed and believes, and thereon alleges, that Defendant SABER
3 FITNESS CORONA, LLC, a California limited liability company, is, and at all times relevant
4 hereto was, a California limited liability company. PLAINTIFF is further informed and believes,
5 and thereon alleges, that SABER FITNESS CORONA, LLC, a California limited liability
6 company, is authorized to conduct business in the State of California, and does conduct business
7 in the State of California. Specifically, Defendant SABER FITNESS CORONA, LLC, a
8 California limited liability company, maintains offices and facilities and conducts business in, and
9 engages in illegal payroll practices or policies in, the County of Riverside, State of California.

10 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
11 TAYMAX GROUP HOLDINGS, LP, a New Hampshire limited partnership, is, and at all times
12 relevant hereto was, a New Hampshire limited partnership. PLAINTIFF is further informed and
13 believes, and thereon alleges, that TAYMAX GROUP HOLDINGS, LP, a New Hampshire
14 limited partnership, is authorized to conduct business in the State of California, and does conduct
15 business in the State of California. Specifically, Defendant TAYMAX GROUP HOLDINGS, LP,
16 a New Hampshire limited partnership, maintains offices and facilities and conducts business in,
17 and engages in illegal payroll practices or policies in, the County of Riverside, State of California.

18 7. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
19 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE 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, and
22 that PLAINTIFF and other AGGRIEVED EMPLOYEES' injuries and damages, as alleged
23 herein, were proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek
24 leave of the court to amend this Complaint to allege their true names and capacities of such DOE
25 Defendants when ascertained.

26 8. 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
4 its co-DEFENDANT, and each was the alter ego of the other.

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

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

21 11. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
22 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
23 provision regulating minimum wages or hours and days of work in any order of the Industrial
24 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

25 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,
26 PLAINTIFF and other AGGRIEVED EMPLOYEES have suffered, and continue to suffer, from
27 loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the
28 jurisdiction of this Court.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 13. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
3 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all other
4 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time within the
5 period beginning one (1) year and sixty five (65) days prior to the filing of this action, and ending
6 at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

7 14. Pursuant to Labor Code § 2699.3, PLAINTIFFS gave written notice by online
8 filing on October 15, 2024 to the California Labor and Workforce Development Agency
9 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
10 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
11 the alleged violations. PLAINTIFFS have not received any response from the LWDA. As
12 PLAINTIFFS have waited more than sixty-five (65) days from the October 15, 2024 postmark
13 date of PLAINTIFFS’S written notice before filing this action, PLAINTIFFS have complied with
14 all of the requirements set forth in Labor Code § 2699.3 to commence a representative action
15 under PAGA.

16 **Failure to Provide Required Meal Periods**

17 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 2-2001, § 10]**

18 **(Against all DEFENDANTS)**

19 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
20 allegations in the foregoing paragraphs.

21 16. During the PENALTY PERIOD, as part of DEFENDANTS’ illegal payroll
22 policies and practices to deprive their non-exempt employees all wages earned and due,
23 DEFENDANTS required, permitted, or otherwise suffered PLAINTIFF and other AGGRIEVED
24 EMPLOYEES to take less than the 30-minute meal period, or to work through them, and have
25 failed to otherwise provide the required meal periods to PLAINTIFF and other AGGRIEVED
26 EMPLOYEES pursuant to California Labor Code § 226.7, 512 and IWC Order No. 2-2001, § 10.

27 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
28 Order No. 2-2001, § 10 by failing to compensate PLAINTIFF and other AGGRIEVED

1 EMPLOYEES who were not provided with a meal period, in accordance with the applicable
2 wage order, one additional hour of compensation at each employee's regular rate of pay for each
3 workday that a meal period was not provided.

4 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
5 1197, and IWC Wage Order No. 2-2001 by failing to compensate PLAINTIFF and other
6 AGGRIEVED EMPLOYEES for all hours worked during their meal periods.

7 19. As a proximate result of the aforementioned violations, PLAINTIFF and other
8 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and
9 seek all wages earned and due, interest, penalties, expenses, and costs of suit.

10 **Failure to Provide Required Rest Periods**

11 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 2-2001, § 11]**

12 **(Against all DEFENDANTS)**

13 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
16 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
17 failed to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES as required
18 under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 2-2001, § 11.

19 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
20 Order No. 2-2001, § 11 by failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES
21 who were not provided with a rest period, in accordance with the applicable wage order, one
22 additional hour of compensation at each employee's regular rate of pay for each workday that a
23 rest period was not provided.

24 23. As a proximate result of the aforementioned violations, PLAINTIFF and other
25 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and
26 seek all wages earned and due, interest, penalties, expenses, and costs of suit.

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1 **Failure to Pay Overtime Wages**

2 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 2-2001, § 3]**

3 **(Against all DEFENDANTS)**

4 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
5 allegations in the foregoing paragraphs.

6 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 2-
7 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and other AGGRIEVED
8 EMPLOYEES for all overtime, which is calculated at one and one-half (1 ½) times the regular
9 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
10 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
11 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
12 excess of eight (8) hours on the seventh consecutive day of work in any workweek.

13 26. PLAINTIFF and other AGGRIEVED EMPLOYEES are current and former non-
14 exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC
15 Wage Order No. 2-2001. During the PENALTY PERIOD, DEFENDANTS failed to compensate
16 PLAINTIFF and other AGGRIEVED EMPLOYEES for all overtime hours worked as required
17 under the foregoing provisions of the California Labor Code and IWC Wage Order by, among
18 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
19 provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 2-2001, § 3;
20 requiring, permitting or suffering PLAINTIFF and other AGGRIEVED EMPLOYEES to work
21 off the clock; requiring, permitting or suffering PLAINTIFF and other AGGRIEVED
22 EMPLOYEES to work through meal and rest breaks; illegally and inaccurately recording time in
23 which PLAINTIFF and other AGGRIEVED EMPLOYEES worked; failing to properly maintain
24 PLAINTIFF's and other AGGRIEVED EMPLOYEES' records; failing to provide accurate
25 itemized wage statements to PLAINTIFF for each pay period; and other methods to be
26 discovered.

27 27. In violation of California law, DEFENDANTS have knowingly and willfully
28 refused to perform their obligations to compensate PLAINTIFF and other AGGRIEVED

1 EMPLOYEES for all wages earned and all hours worked. As a proximate result, PLAINTIFF
2 and other AGGRIEVED EMPLOYEES have suffered, and continue to suffer, substantial losses
3 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
4 attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state
5 law, all to their respective damages in amounts according to proof at time of trial, and within the
6 jurisdiction of this Court.

7 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
8 1194, 1198 and IWC Wage Order No. 2-2001, § 3. Therefore, pursuant to California Labor Code
9 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
10 Code and IWC Wage Orders, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to
11 recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
12 attorneys' fees, expenses, and costs of suit.

13 **Failure to Pay Minimum Wages**

14 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 2-2001, § 4]**

15 **(Against all DEFENDANTS)**

16 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 2-
19 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
20 worked in a payroll period is unlawful.

21 31. During the PENALTY PERIOD, DEFENDANTS failed to pay PLAINTIFF and
22 other AGGRIEVED EMPLOYEES minimum wages for all hours worked by, among other
23 things: requiring, permitting or suffering PLAINTIFF and other AGGRIEVED EMPLOYEES to
24 work off the clock; requiring, permitting or suffering PLAINTIFF and other AGGRIEVED
25 EMPLOYEES to work through meal and rest breaks; illegally and inaccurately recording time in
26 which PLAINTIFF and other AGGRIEVED EMPLOYEES worked; failing to properly maintain
27 PLAINTIFF's and other AGGRIEVED EMPLOYEES' records; failing to provide accurate
28 itemized wage statements to PLAINTIFF and other AGGRIEVED EMPLOYEES for each pay

1 period; and other methods to be discovered.

2 32. DEFENDANTS' conduct described herein violates California Labor Code §§
3 1194, 1197, and IWC Wage Order No. 2-2001, § 4. As a proximate result of the aforementioned
4 violations, PLAINTIFF and other AGGRIEVED EMPLOYEES have been damaged in an amount
5 according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558,
6 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders,
7 PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to recover the unpaid balance of
8 wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and
9 costs of suit.

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

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

12 **(Against all DEFENDANTS)**

13 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
16 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
17 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
18 and unpaid at the time of discharge are due and payable immediately.

19 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
20 required to pay all accrued wages due to an employee no later than 72 hours after the employee
21 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
22 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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

27 37. During the PENALTY PERIOD, DEFENDANTS have willfully failed to pay
28 accrued wages and other compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES in

1 accordance with California Labor Code §§ 201 and 202.

2 38. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to all
3 available statutory penalties, including the waiting time penalties provided in California Labor
4 Code § 203, together with interest thereon, as well as other available remedies.

5 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and other AGGRIEVED EMPLOYEES have been deprived of compensation in an
7 amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and
8 are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs,
9 pursuant to California Labor Code §§ 1194 and 2699.

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

11 **[Cal. Labor Code § 226; IWC Wage Order No. 2-2001, § 6]**

12 **(Against all DEFENDANTS)**

13 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
14 allegations in the foregoing paragraphs.

15 41. During the PENALTY PERIOD, DEFENDANTS routinely failed to provide
16 PLAINTIFF and other AGGRIEVED EMPLOYEES with timely, accurate, and itemized wage
17 statements in writing showing each employee's gross wages earned, total hours worked, the
18 number of piece-rate units earned and any applicable piece rate, all deductions made, net wages
19 earned, the name and address of the legal entity or entities employing PLAINTIFF and other
20 AGGRIEVED EMPLOYEES, the inclusive dates of the period for which the employee is paid,
21 only the last four digits of the employees social security number or an employee identification
22 number other than a social security number, and all applicable hourly rates in effect during each
23 pay period and the corresponding number of hours worked at each hourly rate, in violation of
24 California Labor Code § 226 and IWC Wage Order No. 2-2001, § 6.

25 42. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
26 failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely, accurate, and
27 itemized wage statements in accordance with California Labor Code § 226(a).

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43. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and other AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to all available statutory penalties, including but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as well as other available remedies.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

[Cal. Labor Code § 2802]

(Against all DEFENDANTS)

44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

45. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

46. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFF and other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of DEFENDANTS, including but not limited to expenses for cell phones and other employment-related expenses, in violation of California Labor Code § 2802.

47. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and other AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b). Additionally, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in California Labor Code § 2802(c), as well

1 as other available remedies.

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 49. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
11 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
13 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
14 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
15 refusal to indemnify PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary
16 expenditures and/or losses incurring in discharging their duties, constitutes an unfair and unlawful
17 business practice under California Business and Professions Code § 17200 et seq.

18 50. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
20 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
21 other AGGRIEVED EMPLOYEES.

22 51. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
23 rest periods, and other benefits as required by the California Labor Code, the California Code of
24 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
25 record, report, and pay the correct sums of assessment to the state authorities under the California
26 Labor Code and other applicable regulations.

27 52. As a result of DEFENDANTS' unfair and unlawful business practices,
28 DEFENDANTS have reaped unfair and illegal profits during the PENALTY PERIOD at the

1 expense of PLAINTIFF, AGGRIEVED EMPLOYEES, and members of the public.
2 DEFENDANTS should be made to disgorge their ill-gotten gains and to restore them to
3 PLAINTIFF and other AGGRIEVED EMPLOYEES.

4 53. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
5 other AGGRIEVED EMPLOYEES to seek preliminary and permanent injunctive relief, including
6 but not limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF
7 and other AGGRIEVED EMPLOYEES the wages and other compensation unlawfully withheld
8 from them. PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to restitution of all
9 monies to be disgorged from DEFENDANTS in an amount according to proof at the time of trial,
10 but in excess of the jurisdiction of this Court.

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(Against All DEFENDANTS)**

14 54. PLAINTIFF incorporates herein by specific reference as though fully set forth the
15 allegations in all preceding paragraphs, with exception of the allegations in paragraph 15 and the
16 subparagraphs thereto.

17 55. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
18 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
19 current and former non-exempt employees of DEFENDANTS during the relevant statutory period
20 (“AGGRIEVED EMPLOYEES”) pursuant to the procedures specified in California Labor Code
21 § 2699.3, because PLAINTIFF and other AGGRIEVED EMPLOYEES were employed by
22 DEFENDANTS and the alleged violations of the California Labor Code were committed against
23 PLAINTIFF and other AGGRIEVED EMPLOYEES.

24 56. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
25 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
26 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 256, 558, 1174.5, 1197.1,
27 and IWC Wage Order No. 2-2001, § 18, from DEFENDANTS in a representative action on
28 behalf of the State of California and other AGGRIEVED EMPLOYEES for the violations set

1 forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203,
2 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an
3 award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

4 57. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
5 October 15, 2024 by online filing to the California Labor and Workforce Development Agency
6 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
7 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
8 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
9 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

10 58. Therefore, PLAINTIFF has complied with all of the requirements set forth in
11 California Labor Code § 2699.3 to commence a representative action under PAGA.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
14 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
15 and each of them, as follows:

- 16 1. For compensatory damages in an amount to be ascertained at trial;
- 17 2. For restitution of all monies due to PLAINTIFF and other AGGRIEVED
18 EMPLOYEES, as well as disgorged profits from DEFENDANTS' unfair and unlawful business
19 practices;
- 20 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
21 and IWC Wage Order No. 2-2001;
- 22 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 23 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
24 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
25 from engaging in the unlawful business practices complained of herein;
- 26 6. For waiting time penalties pursuant to California Labor Code § 203;
- 27 7. For statutory and civil penalties according to proof, including but not limited to all
28 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

1 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
2 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
3 provision providing for pre-judgment interest;

4 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
5 §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable
6 provisions providing for attorneys' fees and costs;

7 10. For declaratory relief;

8 11. For such further relief that the Court may deem just and proper.

9
10 Dated: June 9, 2025

Respectfully submitted,

11 MATERN LAW GROUP, PC

12 
13 By: _____
14 MATTHEW J. MATERN
15 MIKAEL H. STAHLE
16 IRINA A. KIRNOSOVA
17 Attorneys for Plaintiff
18 ROBERT NAVARRETE, individually
19 and on behalf of all other aggrieved
20 employees
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Dated: June 9, 2025

By:

Matthew J. Matern