

1 Manny Starr (319778)
manny@frontierlawcenter.com
2 Daniel Ginzburg (327338)
dan@frontierlawcenter.com
3 eservice@frontierlawcenter.com
4 **FRONTIER LAW CENTER**
23901 Calabasas Road, STE #1084
5 Calabasas, CA 91302
Telephone: (818) 914-9433

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/03/2025 2:37 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Simon, Deputy Clerk

6 Attorneys for Plaintiff MARIO SOTELO MONTEZ,
7 individually and on behalf of all others similarly situated

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11
12 MARIO SOTELO MONTEZ, individually and
on behalf of all others similarly situated,

13 Plaintiff(s),

14 v.

15
16 TIMBERLINE LANDSCAPES; and DOES 1
through 100,

17 Defendant(s).

Case No. **25AVCV00443**

COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure to Pay for All Hours Worked**
4. **Failure to Pay All Overtime Owed**
5. **Failure To Reimburse Work-Related Expenses**
6. **Wage Statement Penalties**
7. **Waiting Time Penalties**
8. **Violation of Unfair Competition Law**
9. **Private Attorneys General Act**

19
20
21
22
23 **RELEVANT PARTIES**

24 1. Plaintiff MARIO SOTELO MONTEZ ("Plaintiff") is an adult resident of Ventura County
25 and was at all times relevant residing therein.

26 2. Defendant TIMBERLINE LANDSCAPES ("Defendant") is a business entity, form
27 unknown, with its principal place of business located in Los Angeles, California. Defendant does
28 conduct business in the State of California and is subject to the laws of the State of California.

1 3. All acts and omissions of Defendant's employees as alleged herein occurred while they were
2 acting within the course and scope of their employment.

3 4. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as "Defendants".

11 **JURISDICTION AND VENUE**

12 5. This action is properly filed in Los Angeles County because the acts and omissions that give
13 rise to Plaintiff's claims took place in this County and Defendants transact substantial business in
14 this County.

15 6. This Court has jurisdiction over Defendants because Defendants' unlawful conduct as
16 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
17 such conduct within this County.

18 **FACTUAL ALLEGATIONS**

19 7. At all times relevant, Plaintiff was Defendants' employee.

20 8. Plaintiff commenced his employment with Defendant in or around January 2023, naively
21 presuming he had entered into a lawful employment relationship.

22 9. However, no employment packet was ever furnished to him—no W-2 forms, no
23 employment agreement, and not so much as a cursory acknowledgment of his lawful status as an
24 employee. From that day forward, Plaintiff effectively toiled at Defendant's behest without the
25 minimal benefit of proper employment documentation, an omission that would become more
26 egregious with time.

27 ///

28 ///

1 10. With brazen disregard for California’s labor statutes, Defendant relegated Plaintiff to a
2 strictly cash-based payment regimen—delivered every two weeks and devoid of paystubs, direct
3 deposit, or any itemized accounting of hours or deductions.

4 11. During the vast majority of his employment, Plaintiff labored for four days each week, from
5 approximately 6:00 a.m. to 4:00 p.m., receiving a mere one hundred dollars per workday. By all
6 indications, this formula equates to a meager hourly rate of about ten dollars—falling dismally short
7 of lawful minimum and overtime wages. The cash payments, doled out without rhyme or reason,
8 consistently underreported Plaintiff’s true working hours and grossly undervalued his labor.

9 12. Defendant’s flouting of labor rights took a pointed turn each time Plaintiff worked beyond
10 an eight-hour shift—routinely clocking in upwards of ten hours per day, Tuesday through Friday.
11 Worse still, the employer occasionally summoned Plaintiff for more than four days a week,
12 demanding even longer stints of work, all while steadfastly refusing to pay a single overtime cent.
13 With unabashed arrogance, Defendant continued to require Plaintiff’s labor off-the-clock, willfully
14 depriving him of the overtime premiums mandated under California law.

15 13. Although Plaintiff endured this arrangement from January 2023 onward, a particularly
16 troubling chapter began around June 2024, when Defendant’s earlier underpayment devolved into
17 outright wage theft. Plaintiff reliably appeared for his shifts, performed the demanded tasks, and
18 exceeded ten-hour days on multiple occasions.

19 14. Yet, from June through August 2024, Defendant blatantly withheld compensation for
20 approximately forty hours of Plaintiff’s labor.

21 15. Defendant’s disregard for Plaintiff’s statutory rights encompassed not only his pay but also
22 his physical well-being. Throughout his tenure, Plaintiff was consistently denied the meal and rest
23 breaks mandated by California law. So intolerable was the hostile vigilance of management that
24 Plaintiff was sometimes compelled to seek refuge in restrooms for a hurried moment to eat or
25 briefly rest. Defendant’s supervisors, including but not limited to “Juan” and “Mike” (the purported
26 owner), provided no relief. Instead, they chose to impose unrelenting work schedules, audaciously
27 expecting Plaintiff to persist beyond both recorded and recorded-but-unpaid hours.

28 ///

1 16. As if deliberate underpayment were not enough, Defendant also shifted business expenses to
2 Plaintiff. To perform his landscaping duties, Plaintiff purchased gloves, scissors, and other essential
3 tools at a personal cost exceeding one hundred dollars. In flagrant violation of California’s
4 reimbursement requirements, Defendant provided no monetary recourse for these expenses,
5 effectively conscripting Plaintiff to shoulder the costs of doing business—a moral and legal affront
6 of the highest order.

7 17. Plaintiff avers that Defendant employed roughly nine or ten other individuals, many of
8 whom shared similar conditions of tenuous cash payments and negligible workplace protections.
9 From the owner, “Mike,” to men like Juan, Robert, and Alberto, who all assumed some supervisory
10 or managerial function, Defendant’s enterprise was managed with a cavalier contempt for wage-
11 and-hour compliance.

12 18. Plaintiff’s employment ended in August 2024, and he remains unpaid for the hours he
13 worked and unreimbursed for the expenses he incurred.

14 19. By these actions and omissions, Defendant flouted the most basic wage-and-hour safeguards
15 that California law confers upon employees—safeguards that exist to ensure that an honest day’s
16 work is met with an honest day’s pay, that employees may rest and nourish themselves in dignity,
17 and that no employer may circumvent these protections by the unlawful expedient of off-the-books
18 payments or incomplete records.

19 **PAGA ALLEGATIONS**

20 20. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
21 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
22 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
23 action brought by an aggrieved employee on behalf of himself or herself and other current or former
24 employees pursuant to the procedures outlined in Labor Code section 2699.3.

25 21. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
26 under PAGA after the following requirement have been met:

27 22. The aggrieved employee has provided written notice by online filing to the LWDA and by
28 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the

1 Labor Code alleged to have been violated, including the facts and theories to support the alleged
2 violations; and

3 23. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
4 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
5 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
6 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
7 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
8 to any other penalties to which the employee may be entitled.

9 24. On January 15, 2025, Plaintiff provided written notice by online filing to the LWDA and by
10 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
11 by Defendants, including the facts and theories to support the alleged violations.

12 25. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
13 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
14 PAGA Penalties on behalf of all Aggrieved Employees.

15 26. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
16 and former, who were employed by Defendants within one year prior to January 15, 2025, through
17 final disposition of this action.”

18 **FIRST CAUSE OF ACTION**

19 **Failure to Provide Compliant Meal Periods**

20 **By Plaintiff Against All Defendants**

21 27. Plaintiff incorporates by reference the paragraphs above.

22 28. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
23 employee for a work period of more than five hours per day without providing the employee with a
24 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
25 without providing the employee with a second meal period of not less than 30 minutes”.

26 29. An employer provides compliant meal breaks to its employees “if it relieves its employees
27 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
28

1 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
2 1004, 1040 (2012)).

3 30. Not only must an employer affirmatively relieve its employees of all duty during their meal
4 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
5 (*Brinker*, supra).

6 31. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

7 32. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
8 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
9 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
10 11 Cal. 5th 858 (2021)).

11 33. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
12 break was missed.

13 34. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
14 penalties, attorney fees, and costs.

15 **SECOND CAUSE OF ACTION**

16 **Failure to Provide Compliant Rest Periods**

17 **By Plaintiff Against All Defendants**

18 35. Plaintiff incorporates by reference the paragraphs above.

19 36. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
20 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
21 per four hours or major fraction thereof.

22 37. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
23 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
24 5th 257, 269 (2016)).

25 38. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

26 39. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
27 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
28

1 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
2 11 Cal. 5th 858 (2021)).

3 40. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
4 break was missed.

5 41. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
6 penalties, attorney fees, and costs.

7 **THIRD CAUSE OF ACTION**

8 **Failure to Pay for All Hours Worked**

9 **By Plaintiff Against All Defendants**

10 42. Plaintiff incorporates by reference the paragraphs above.

11 43. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
12 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
13 40 hours in a workweek.

14 44. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

15 45. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
16 penalties, attorney fees, and costs.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay All Overtime Owed**

19 **By Plaintiff Against All Defendants**

20 46. Plaintiff incorporates by reference the paragraphs above.

21 47. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday
22 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
23 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
24 one-half times the regular rate of pay for an employee."

25 48. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

26 49. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
27 interest, penalties, attorney fees, and costs.

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Failure To Reimburse Work-Related Expenses**

3 **By Plaintiff Against All Defendants**

4 50. Plaintiff incorporates by reference the paragraphs above.

5 51. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 employee's discharge of his or her duties.

8 52. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

9 53. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
10 attorney fees, and costs.

11 **SIXTH CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiff Against All Defendants**

14 54. Plaintiff incorporates by reference the paragraphs above.

15 55. Labor Code section 226(a) requires employers to provide itemized wage statements to its
16 employees that identify accurate information regarding their compensation. Defendants, as a matter
17 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
18 statements to Plaintiff in violation of Labor Code section 226(a).

19 56. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
20 and incomplete.

21 57. Defendants knowingly and intentionally issued wage statements that were inaccurate and
22 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
23 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

24 58. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
25 costs.

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 59. Plaintiff incorporates by reference the paragraphs above.

5 60. Labor Code sections 201 and 202 require that an employer provide an employee with all
6 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
7 employee's resignation.

8 61. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 62. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
13 conclusion of employment.

14 63. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
15 and costs.

16 **EIGHTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 64. Plaintiff incorporates by reference the paragraphs above.

20 65. Defendants' conduct described herein constitutes unfair competition.

21 66. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 67. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

26 68. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 69. Plaintiff incorporates by reference the paragraphs above.

5 70. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 71. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 72. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 73. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 74. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
15 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
16 sections 1197.1 and 2699 apply.

17 75. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
18 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
19 sections 558, 1197.1, and 2699 apply.

20 76. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
21 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
22 and 2699 apply.

23 77. With respect to violations of Labor Code section 203 for failure to pay all wages due to
24 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
25 Labor Code section 2699 apply.

26 78. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
27 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
28 apply.

1 79. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
2 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
3 the manner alleged herein.

4 80. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
5 to Labor Code section 2699(g).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

8 First Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code section 226.7
10 2. Interest
11 3. Attorneys' fees
12 4. Costs
13 5. Other relief the court deems proper

14 Second Cause of Action

- 15 1. Damages and/or penalties pursuant to Labor Code section 226.7
16 2. Interest
17 3. Attorneys' fees
18 4. Costs
19 5. Other relief the court deems proper

20 Third Cause of Action

- 21 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
22 2. Liquidated damages
23 3. Interest
24 4. Attorneys' fees
25 5. Costs
26 6. Other relief the court deems proper

27 ///

28 ///

1 Fourth Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Fifth Cause of Action

- 8 1. Reimbursement of all work-related expenses
9 2. Attorneys' fees
10 3. Costs
11 4. Other relief the court deems proper

12 Sixth Cause of Action

- 13 1. Penalties pursuant to Labor Code section 226
14 2. Attorneys' fees
15 3. Costs
16 4. Other relief the court deems proper

17 Seventh Cause of Action

- 18 1. Penalties pursuant to Labor Code section 203
19 2. Attorneys' fees
20 3. Costs
21 4. Other relief the court deems proper

22 Eighth Cause of Action

- 23 1. Restitution of all wrongfully withheld wages
24 2. Attorneys' fees
25 3. Costs
26 4. Other relief the court deems proper

27 ///

28 ///

1 Ninth Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper

8

9 DATED: April 3, 2025

FRONTIER LAW CENTER

10 /s/ Daniel Ginzburg

DANIEL GINZBURG

11 Attorney for Plaintiff

12 MARIO MONTEZ, individually and

13 on behalf of all others similarly

14 situated

15

16

17

18

19

20

21

22

23

24

25

26

27

28