

1 MATERN LAW GROUP
 Matthew J. Matern (SBN 159798)
 2 Daniel J. Bass (SBN 287466)
 1230 Rosecrans Ave., Ste. 200
 3 Manhattan Beach, CA 90266
 Telephone: (310) 531-1900
 4 Facsimile: (310) 531-1901

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 David H. Yamasaki
 Chief Executive Officer
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 Case: 1-15-CV-277104

5 Attorneys for PLAINTIFF ROSA GUTIERREZ,
 on behalf of herself and all others similarly situated

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 7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 8 COUNTY OF SANTA CLARA

9
 10 ROSA GUTIERREZ, an individual, on behalf
 of herself and all others similarly situated,

CASE NO.: **115CV277104**

11 PLAINTIFF,

CLASS ACTION

12 v.

COMPLAINT:

13 GOOGLE, INC., a corporation of Delaware;
 and DOES 1 through 100, inclusive,

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Timely Pay Wages During Employment
6. Failure to Pay All Wages Due to Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate, Itemized Wage Statements
9. Failure to Indemnify Employees for Necessary Expenditures Incurred in the Discharge of Duties
10. Unfair and Unlawful Business Practices

14 DEFENDANTS.

REPRESENTATIVE ACTION

11. Penalties under the California Labor Code Private Attorneys General Act, as representative action

DEMAND FOR JURY TRIAL

1 PLAINTIFF ROSA GUTIERREZ (“PLAINTIFF”), an individual, demanding a jury trial, on
2 behalf of herself and all other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a citizen and resident of the State of California GOOGLE, INC., a Delaware
6 corporation; and DOES 1 through 100, inclusive (collectively, “DEFENDANTS”) are citizens and
7 residents of, and/or regularly conduct business in, California. Further, no federal question is at issue
8 because the claims are based solely on California law.

9 2. Venue is proper in this judicial district and the County of Santa Clara, California
10 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in
11 the County of Santa Clara and many of DEFENDANTS’ unlawful actions and omissions, set forth
12 herein, occurred in the County of Santa Clara.

13 **PLAINTIFF**

14 3. PLAINTIFF is a citizen and resident of the State of California who, at times material
15 to this complaint, was employed by DEFENDANTS.

16 4. PLAINTIFF, on behalf of herself and other similarly situated current and former non-
17 exempt employees of DEFENDANTS in the State of California at any time during the four (4) years
18 preceding the filing of this action, and continuing while this action is pending, brings this class action
19 to recover, among other things, wages and penalties from unpaid wages earned and due, including but
20 not limited to unpaid and illegally calculated overtime compensation, illegal meal and rest period
21 policies, failure to pay all wages due to discharged or quitting employees, failure to maintain required
22 records, failure to provide accurate itemized wage statements, failure to indemnify employees for
23 necessary expenditures and/or losses incurred in discharging their duties, and interest, attorneys’ fees,
24 costs, and expenses.

25 5. PLAINTIFF brings this action on behalf of herself and the following similarly situated
26 class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of
27 DEFENDANTS in the State of California at any time within the period beginning four (4) years prior
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1 to the filing of this action, and ending at the time this action settles or proceeds to final judgment
2 (“CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

3 **DEFENDANTS**

4 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
5 GOOGLE, INC. is, and at all times relevant hereto was, a corporation organized and existing under
6 the laws of the State of Delaware. PLAINTIFF is further informed and believes, and thereon alleges,
7 that DEFENDANT GOOGLE, INC. is authorized to conduct business in the State of California, and
8 does conduct business in the State of California. Specifically, upon information and belief,
9 DEFENDANT GOOGLE, INC. maintains offices and conducts business in the County of Santa
10 Clara, State of California.

11 7. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
12 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
13 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE
14 is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and
15 CLASS MEMBERS’ injuries and damages, as alleged herein, were proximately caused by the
16 conduct of such DOE DEFENDANTS. PLAINTIFF will seek leave of the court to amend this
17 complaint to allege the true names and capacities of such DOE DEFENDANTS when ascertained.

18 8. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF
19 and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges, that at all times
20 material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated
21 enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators,
22 authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other.
23 Each defendant was completely dominated by his, her, or its co-defendant, and each was the alter ego
24 of the other.

25 9. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed by
26 DEFENDANTS under employment agreements that were partly written, partly oral, and partly
27 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
28 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and

1 CLASS MEMBERS all wages earned and due, through methods and schemes which include, but are
2 not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to
3 properly maintain records; failing to provide accurate itemized statements for each pay period; failing
4 to properly compensate PLAINTIFF and CLASS MEMBERS for necessary expenditures; and
5 requiring, permitting or suffering the employees to work off the clock, in violation of the California
6 Labor Code ("Labor Code") and the applicable Industrial Welfare Commission ("IWC") IWC Wage
7 Order.

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

13 11. As a direct and proximate result of the unlawful actions of DEFENDANTS,
14 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings in
15 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

16 **CLASS ACTION ALLEGATIONS**

17 12. This action is appropriately suited for a class action because:

18 A. The potential class is a significant number. Joinder of all current and former
19 employees individually would be impractical.

20 B. This action involves common questions of law and fact to the potential class
21 because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices and
22 policies, which was applied to all current and former non-exempt employees of DEFENDANTS in
23 violation of the Labor Code, IWC Wage Orders, and the California Business and Professions Code
24 which prohibits unfair business practices arising from such violations.

25 C. The claims of PLAINTIFF are typical of the class because DEFENDANTS
26 subjected all current and former non-exempt employees of DEFENDANTS to the identical violations
27 of the Labor Code, the applicable IWC Wage Order, and the California Business and Professions
28 Code.

1 D. PLAINTIFF is able to fairly and adequately protect the interests of all
2 members of the class because it is in his best interests to prosecute the claims alleged herein to obtain
3 full compensation due to the class for all services rendered and hours worked.

4 **CLASS ACTION**
5 **FIRST CAUSE OF ACTION**

6 **Failure to Provide Required Meal Periods**
7 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]**
8 **(Against All DEFENDANTS)**

9 13. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
10 the allegations in all preceding paragraphs.

11 14. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
12 practices to deprive their current and former non-exempt employees all wages earned and due,
13 DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to
14 take less than the 30-minute meal period, or to work through them, and have failed to otherwise
15 provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to Labor Code §
16 226.7, 512 and IWC Order No. 7-2001, § 11.

17 15. DEFENDANTS further violated Labor Code §§ 226.7 and IWC Wage Order No. 7-
18 2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were not provided
19 with a meal period, in accordance with the applicable IWC Wage Order, one additional hour of
20 compensation at each employee's regular rate of pay for each workday that a meal period was not
21 provided.

22 16. DEFENDANTS further violated Labor Code §§ 226.7, 510, 1194, 1197, and IWC
23 Wage Order No. 7-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS for all hours
24 worked during their meal periods.

25 17. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
26 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
27 and due, interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 24. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees
2 of DEFENDANTS entitled to the protections of Labor Code §§ 510, 1194, and IWC Wage Order No.
3 7-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
4 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the
5 Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-
6 half (1 ½) or double the regular rate of pay as provided by Labor Code §§ 510, 1194, and IWC Wage
7 Order No. 7-2001, § 3; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to
8 work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work
9 through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and
10 CLASS MEMBERS worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS'
11 records; failing to provide accurate itemized wage statements to PLAINTIFF for each pay period; and
12 other methods to be discovered.

13 25. In violation of California law, DEFENDANTS have knowingly and willfully refused
14 to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all wages earned
15 and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS have suffered,
16 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
17 on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully
18 perform their obligations under state law, all to their respective damages in amounts according to
19 proof at time of trial, and within the jurisdiction of this Court.

20 26. DEFENDANTS' conduct described herein violates Labor Code §§ 510, 1194, 1198
21 and IWC Wage Order No. 7-2001, § 3. Therefore, pursuant to Labor Code §§ 200, 203, 226, 558,
22 1194, 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders,
23 PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to
24 them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 32. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
2 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
3 between the 16th and 26th day of the month during which the labor was performed. California Labor
4 Code § 204 also provides that for all labor performed between the 16th and 26th days of any calendar
5 month, DEFENDANTS are required to pay their nonexempt employees between the 1st and 10th day
6 of the following calendar month. In addition, California Labor Code § 204 provides that all wages
7 earned for labor in excess of the normal work period shall be paid no later than the payday of the next
8 regular payroll period.

9 33. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to pay
10 PLAINTIFF and CLASS MEMBERS all the wages they earned when due as required by California
11 Labor Code § 204.

12 34. Pursuant to California Labor Code § 210, failure to pay the wages of each employee as
13 provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1) one
14 hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two
15 hundred dollars (\$200) for each failure to pay each employee, plus twenty-five percent (25%) of the
16 amount unlawfully withheld, for each subsequent violation

17 35. DEFENDANTS' conduct described herein violates California Labor Code § 204. As
18 a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been
19 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§
20 200, 210, 226, 558, 1194, 1197.1, 2699, and other applicable provisions under the Labor Code and
21 IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the unpaid balance
22 of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and
23 costs of suit.

24 **SIXTH CAUSE OF ACTION**

25 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
26 **[Cal. Labor Code §§ 201, 202, 203, 204]**
(Against All DEFENDANTS)

27 36. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
28 the allegations in all preceding paragraphs.

1 37. Pursuant to Labor Code § 201, 202, 203, and 204 DEFENDANTS are required to pay
2 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that if
3 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
4 discharge are due and payable immediately.

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

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

13 40. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
14 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with Labor
15 Code §§ 201 and 202.

16 41. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
17 penalties, including the waiting time penalties provided in Labor Code §§ 203 and 204, together with
18 interest thereon, as well as other available remedies.

19 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,
20 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to
21 proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of
22 such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to Labor Code §§ 1194
23 and 2699.

24 **SEVENTH CAUSE OF ACTION**

25 **Failure to Maintain Required Records**

26 **[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]**

27 **(Against All DEFENDANTS)**

28 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
the allegations in all preceding paragraphs.

1 44. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
 2 practices to deprive PLAINTIFF and CLASS MEMBERS of all wages earned and due,
 3 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor Code
 4 §§ 226, 1174, and IWC Wage Order No. 7-2001, § 7, including but not limited to the following
 5 records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal
 6 periods; time records showing when each employee begins and ends each work period; and accurate
 7 itemized statements.

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

15 **EIGHTH CAUSE OF ACTION**
 16 **Failure to Furnish Accurate Itemized Wage Statements**
 17 **[Cal. Labor Code §§ 226; IWC Wage Order No. 7-2001, § 7]**
 18 **(Against All DEFENDANTS)**

19 46. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
 the allegations in all preceding paragraphs.

20 47. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF
 21 and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing
 22 each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the
 23 name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and
 24 all applicable hourly rates in effect during each pay period and the corresponding number of hours
 25 worked at each hourly rate, in violation of Labor Code § 226 and IWC Wage Order No. 7-2001, § 7.

26 48. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to
 27 provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
 28 accordance with Labor Code § 226(a).

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

8 **NINETH CAUSE OF ACTION**

9 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**
10 **[Cal. Labor Code § 2802]**
11 **(Against All DEFENDANTS)**

12 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
the allegations in all preceding paragraphs.

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

16 52. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
17 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred in
18 direct consequence of the discharge of their duties while working under the direction of
19 DEFENDANTS, including but not limited to expenses for personal cell phone usage, uniforms, and
20 other employment-related expenses, in violation of Labor Code § 2802.

21 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,
22 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
23 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to Labor Code §
24 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory
25 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in
26 Labor Code § 2802(c), as well as other available remedies.

27 **TENTH CAUSE OF ACTION**

28 **Unfair and Unlawful Business Practices**
[Cal. Bus. & Prof. Code §§ 17200 et. seq.]

(Against All DEFENDANTS)

1
2 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
3 the allegations in all preceding paragraphs.

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

14 56. DEFENDANTS' violations of California wage and hour laws constitute a business practice
15 because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a significant
16 period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS MEMBERS.

17 57. DEFENDANTS have avoided payment of wages, overtime wages, meal periods, rest
18 periods, and other benefits as required by the Labor Code, the California Code of Regulations, and the
19 applicable IWC Wage Order. Further, DEFENDANTS have failed to record, report, and pay the
20 correct sums of assessment to the state authorities under the Labor Code and other applicable
21 regulations.

22 58. As a result of DEFENDANTS' unfair and unlawful business practices,
23 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense of
24 PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made to
25 disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

26 59. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited to
28 orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS

1 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
2 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS in
3 an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

4 **REPRESENTATIVE ACTION**
5 **ELEVENTH CAUSE OF ACTION**
6 **Representative Action for Civil Penalties**
7 **[Cal. Labor Code §§ 2698- 2699.5]**
8 **(Against All DEFENDANTS)**

9 60. PLAINTIFF incorporates herein by specific reference, as though fully set forth,
10 the allegations in all preceding paragraphs, with exception of the allegations in Paragraph 12 (A-
11 D).

12 61. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code § 2699(c),
13 and a proper representative to bring a civil action on behalf of herself and other current and former
14 employees of DEFENDANTS pursuant to the procedures specified in Labor Code § 2699.3, because
15 PLAINTIFF was employed by DEFENDANTS and the alleged violations of the Labor Code were
16 committed against PLAINTIFF.

17 62. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
18 Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil penalties, including but not limited to
19 penalties under Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 7-
20 2001, § 20, from DEFENDANTS in a representative action for the violations set forth above,
21 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512,
22 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award of reasonable attorneys’
23 fees and costs pursuant to Labor Code § 2699(g)(1).

24 63. Pursuant to Labor Code §§ 2699.3, PLAINTIFF gave written notice by certified mail
25 to the California Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS of the
26 specific provisions of the Labor Code and IWC Wage Orders alleged to have been violated, including
27 the facts and theories to support the alleged violations. The LWDA provided notice to PLAINTIFF
28 that it did not intend to investigate the alleged violations.

1 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
2 counsel as class counsel; and

3 13. For such further relief that the Court may deem just and proper.
4

5 DATED: 2/13/15

Respectfully Submitted,
MATERN LAW GROUP

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8 By: 

9 Matthew J. Matern
Daniel J. Bass

10 Attorneys for PLAINTIFF ROSA GUTIERREZ,
on behalf of herself and all others similarly situated
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General Information

Court	California Superior Court, Santa Clara County
Docket Number	1-15-CV-277104