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individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

QUENTEZ MONTA KNIGHT, individually and
on behalf of all others similarly situated,

Plaintiff(s),

v.

UNITED RENTALS (NORTH AMERICA),
INC; and DOES 1 through 100,

Defendant(s).

Case No. **24CV104841**

COMPLAINT

- 1. Meal Break Violation**
- 2. Rest Break Violation**
- 3. Failure to Pay All Hours Worked**
- 4. Failure to Pay Overtime**
- 5. Work Expense Violation**
- 6. Wage Statement Violation**
- 7. Unfair Competition**
- 8. PAGA Allegations**
- 9. Racial Discrimination**

RELEVANT PARTIES

1. Plaintiff QUENTEZ MONTA KNIGHT ("Plaintiff") is an adult resident of Alameda County, California, and was at all times relevant residing in Alameda County, California
2. Defendant UNITED RENTAL (NORTH AMERICA), INC ("Defendant") is a Delaware Corporation with its principal place of business located in Stamford, Connecticut. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.
3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive ("Doe Defendants"), and therefore sues said Doe Defendants by such

1 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
2 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
3 informed and believes, and based on such information and belief alleges, that each of the fictitiously
4 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
5 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
6 and Doe Defendants are collectively referred to as “Defendants”.

7 **JURISDICTION AND VENUE**

8 4. This action is properly filed in Alameda County because the acts and omissions that give
9 rise to Plaintiff’s claims took place in Alameda County, and Defendants transact substantial
10 business in this County.

11 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
12 alleged herein occurred in Alameda County, California and Plaintiff suffered damages from such
13 conduct within Alameda County, California.

14 **FACTUAL ALLEGATIONS**

15 6. At all times relevant, Plaintiff was Defendants’ employee.

16 7. Plaintiff has been employed by Defendants since December 2021.

17 8. Around late 2023, a new management team, specifically Matt Willis and Sean DeForest,
18 handled Plaintiff’s workplace. Under the new management, Plaintiff experienced racially
19 discriminatory conduct.

20 9. During a meeting in early 2024 when discussing dangerous workplace conditions, when
21 Plaintiff expressed concerns about the location, manager Matt Willis made a racially-charged
22 comment saying "you should be used to it" implying Plaintiff should be accustomed to dangerous
23 neighborhoods because he is Black.

24 10. Plaintiff and other African American employees would often be overlooked for promotions.
25 Matt Willis and Sean DeForest would show preferential treatment towards white and Hispanic
26 associates from the Dublin Branch over more qualified African American employees and would not
27 promote them because of their race.

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1 11. Plaintiff feared reporting discrimination to HR because others who complained were fired or
2 retaliated against.

3 12. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
4 often interrupted. Despite not being provided with compliant meal breaks, Defendant did not pay
5 premium pay for these missed breaks at Plaintiff's regular rate of pay.

6 13. Defendant failed to provide Plaintiff with compliant rest breaks because would often be
7 interrupted. Despite not being provided with compliant rest breaks, Defendant did not pay premium
8 pay for these missed breaks at Plaintiff's regular rate of pay.

9 14. Defendants failed to pay Plaintiff for all hours worked because work tasks were required to
10 be performed after clocking-out.

11 15. Defendants failed to pay Plaintiff all overtime owed because Plaintiffs usually worked 8
12 hours in a day and 40 hours in a week and thus any unpaid time was necessarily overtime.

13 16. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
14 required to purchase tools, which are used at the facility and by other employees, in order to
15 perform their work duties, but Defendants did not reimburse Plaintiff for these expenses.

16 17. Defendants failed to provide Plaintiff with accurate wage statements because the wage
17 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
18 other things.

19 18. The applicable Wage Order provides that "[a]ll working employees shall be provided with
20 suitable seats when the nature of the work reasonably permits the use of seats." It further states that
21 "[w]hen employees are not engaged in the active duties of their employment and the nature of the
22 work requires standing, an adequate number of suitable seats shall be placed in reasonable
23 proximity to the work area and employees shall be permitted to use such seats when it does not
24 interfere with the performance of their duties."

25 19. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties
26 while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the
27 Aggrieved Employees should have been provided with seats for use while not actively performing
28 their work duties, but such seating was not provided.

PAGA ALLEGATIONS

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

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

22. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

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

24. On September 16, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

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

26. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current and former, who were employed by Defendants within one year prior to September 16, 2024, through final disposition of this action.”

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28. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a prerequisite to filing this action.

By Plaintiff Against All Defendants

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

31. An employer provides compliant meal breaks to its employees “if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

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

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

35. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal break was missed.

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

SECOND CAUSE OF ACTION

Failure to Provide Compliant Rest Periods

By Plaintiff Against All Defendants

37. Plaintiff incorporates by reference the paragraphs above.

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

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

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

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

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

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

THIRD CAUSE OF ACTION

Failure to Pay for All Hours Worked

By Plaintiff Against All Defendants

44. Plaintiff incorporates by reference the paragraphs above.

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1 45. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
2 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
3 40 hours in a workweek.

4 46. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

5 47. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
6 penalties, attorney fees, and costs.

7 **FOURTH CAUSE OF ACTION**

8 **Failure to Pay All Overtime Owed**

9 **By Plaintiff Against All Defendants**

10 48. Plaintiff incorporates by reference the paragraphs above.

11 49. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
12 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
13 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
14 one-half times the regular rate of pay for an employee.”

15 50. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

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

18 **FIFTH CAUSE OF ACTION**

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

20 **By Plaintiff Against All Defendants**

21 52. Plaintiff incorporates by reference the paragraphs above.

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

25 54. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

26 55. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
27 attorney fees, and costs.

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1 **SIXTH CAUSE OF ACTION**

2 **Wage Statement Penalties**

3 **By Plaintiff Against All Defendants**

4 56. Plaintiff incorporates by reference the paragraphs above.

5 57. Labor Code section 226(a) requires employers to provide itemized wage statements to its
6 employees that identify accurate information regarding their compensation. Defendants, as a matter
7 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
8 statements to Plaintiff in violation of Labor Code section 226(a).

9 58. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
10 and incomplete.

11 59. Defendants knowingly and intentionally issued wage statements that were inaccurate and
12 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
13 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

14 60. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
15 costs.

16 **SEVENTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 61. Plaintiff incorporates by reference the paragraphs above.

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

21 63. 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 64. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

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

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1 **EIGHTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

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

4 66. Plaintiff incorporates by reference the paragraphs above.

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

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

8 69. 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 70. 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 71. 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 72. 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 73. 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 74. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
24 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
25 apply.

26 75. With respect to violations of Labor Code section 1198 and the relevant wage order for
27 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
28 Labor Code section 2699 apply.

1 76. 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 77. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
5 to Labor Code section 2699(g).

6 **NINTH CAUSE OF ACTION**

7 **Violation of California Government Code § 12940 et seq. – Discrimination based on Race**

8 **By Plaintiff Against All Defendants**

9 78. Plaintiff incorporates by reference the paragraphs above.

10 79. Government Code § 12940(a) prohibits an employer from discriminating against an
11 employee in compensation or in terms, conditions, or privileges of employment because of the
12 employee's "race," "national origin, ancestry, physical disability, mental disability, medical
13 condition" or "sex."

14 80. During their employment with Defendants, Plaintiff was subjected to discrimination based
15 on their race

16 81. Plaintiff was subjected to discrimination based on their race (described supra).

17 82. Specifically, Defendants gave preferential treatment towards non-African American
18 employees in terms of granting promotions.

19 83. The discriminatory actions of Defendants against Plaintiff constitute unlawful discrimination
20 in violation of FEHA. Such violations were a proximate cause in Plaintiff's damages as stated
21 below.

22 **PRAYER FOR RELIEF**

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

24 **First Cause of Action**

- 25 1. Damages and/or penalties pursuant to Labor Code section 226.7
26 2. Interest
27 3. Attorneys' fees
28 4. Costs

1 5. Other relief the court deems proper

2 Second Cause of Action

3 1. Damages and/or penalties pursuant to Labor Code section 226.7

4 2. Interest

5 3. Attorneys' fees

6 4. Costs

7 5. Other relief the court deems proper

8 Third Cause of Action

9 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1

10 2. Liquidated damages

11 3. Interest

12 4. Attorneys' fees

13 5. Costs

14 6. Other relief the court deems proper

15 Fourth Cause of Action

16 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194

17 2. Interest

18 3. Attorneys' fees

19 4. Costs

20 5. Other relief the court deems proper

21 Fifth Cause of Action

22 1. Reimbursement of all work-related expenses

23 2. Attorneys' fees

24 3. Costs

25 4. Other relief the court deems proper

26 Sixth Cause of Action

27 1. Penalties pursuant to Labor Code section 226

28 2. Attorneys' fees

3. Costs
4. Other relief the court deems proper

Seventh Cause of Action

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

Eighth Cause of Action

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

Ninth Cause of Action

1. Compensatory damages
2. Punitive damages
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

DATED: December 26, 2024

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QUENTEZ MONTA KNIGHT,
individually and on behalf of all others
similarly situated