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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **SAN FRANCISCO COUNTY**
16 **UNLIMITED CIVIL JURISDICTION**

16 ALLISON ACOSTA, individually and on
17 behalf of aggrieved employees pursuant to
18 the Private Attorneys General Act,

18 Plaintiff,

19 v.

20 STATE OF CALIFORNIA, CALIFORNIA
21 DEPARTMENT OF HUMAN
22 RESOURCES, and BETTY T. YEE, in her
23 official capacity as State Controller of the
24 State of California,

23 Defendants.

Case No. CGC-20-586403

**FIRST AMENDED COMPLAINT FOR
PENALTIES FOR VIOLATION OF
LABOR CODE §§ 2698, et seq. (PRIVATE
ATTORNEYS GENERAL ACT OF 2004)**

**ELECTRONICALLY
FILED**

*Superior Court of California,
County of San Francisco*

**12/02/2020
Clerk of the Court**

**BY: ERNALYN BURA
Deputy Clerk**

1 Plaintiff Allison Acosta (“Plaintiff”), individually and in her capacity as an Aggrieved Employee
2 under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* (“PAGA”), alleges as
3 follows:

4 **SUMMARY OF CLAIM**

5 1. Plaintiff works for the State of California pursuant to a collectively bargained contract.
6 Plaintiff brings this PAGA action against the State of California, the California Department of Human
7 Resources, and Betty T. Yee, in her official capacity as State Controller of the State of California
8 (collectively, “the State of California” or “the State”), on behalf of herself and all other Aggrieved
9 Employees, as set forth below. For ease of reference, Plaintiff and Aggrieved Employees are referred to
10 collectively as the “Covered Employees.”

11 2. Plaintiff alleges that the State of California has a policy and practice of unlawfully
12 withholding wages agreed through collective bargaining. Upon information and belief, this policy and
13 practice stems from delays in the State’s processing of payroll changes. These delays tend to last
14 months each year. They have harmed thousands of State workers each year. These delays continue to
15 occur year after year. Upon information and belief, the State has not resolved the systemic problems
16 that give rise to these delays, so they will continue to occur for the indefinite future.

17 3. Upon information and belief, the State’s unlawful policy and practice includes the
18 following:

19 a. **Excessive Withholdings (Violation A):** The State routinely deducts and
20 withholds money from State employees’ pay beyond what is lawful or allowed. For example, the State
21 routinely deducts and withholds pension benefit contributions above the limit on pensionable
22 compensation set forth in the Public Employees Pension Reform Act (“PEPRA”), Gov’t Code §§ 7522,
23 *et seq.*

24 b. **Delayed Payment of Compensation (Violation B):** The State routinely fails to
25 timely pay portions of employees’ compensation, including General Salary Increases (“GSIs,” i.e.,
26 across-the-board raises), Supplemental Salary Adjudgments (“SSAs,” i.e., targeted raises), and
27 healthcare subsidies, for example, which are owed pursuant to Memoranda of Understanding (“MOUs”)
28

1 reached between the State and various State Bargaining Units.

2 4. Upon information and belief, each year, the State eventually retroactively corrects these
3 excessive withholdings and delayed compensation. However, each year, the State has failed to
4 compensate Covered Employees for the delay in payment and has thus deprived Covered Employees of
5 control over their earned wages during the period of underpayment.

6 5. The State has violated and continues to violate California Labor Code protections
7 prohibiting withholding of wages agreed through collective bargaining.

8 6. The temporal scope of the PAGA aspect of the lawsuit is from the earliest PAGA statute
9 of limitations period through final disposition of the action (the “**PAGA Period**”). The statute of
10 limitations period for all Covered Employees was tolled as of May 29, 2020, pursuant to the parties’
11 tolling agreement executed on July 23, 2020. Tolling was terminated by the Controller on August 4,
12 2020, effective August 14, 2020, and by Plaintiff as to CalHR on August 21, 2020, effective August 31,
13 2020.

14 7. Plaintiff brings her claims under PAGA on behalf of the State of California for the
15 benefit of all Aggrieved Employees during the PAGA Period.

16 8. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the
17 Superior Court and will be established according to proof at trial.

18 9. The PAGA Group definition comprises both the “**Excessive Withholding PAGA**
19 **Group**” (defined as State employees whose compensation was reduced by withholding during the
20 PAGA Period and then refunded later, such as employees whose compensation was reduced for PEPRAs
21 withholdings beyond the date on which their compensation paid since the beginning of the year passed
22 the annual threshold set forth in Gov’t Code § 7522.10) and the “**Delayed Payment PAGA Group**”
23 (defined as Members of State Bargaining Units during the PAGA Period who were entitled to
24 compensation in the form of pay increases, e.g., via GSIs, SSAs, healthcare subsidies, etc., pursuant to
25 MOUs reached with the State).

1 **JURISDICTION AND VENUE**

2 10. Jurisdiction. This case is properly before this Court because the matter involves issues of
3 state law and all the parties are citizens of California.

4 11. Venue. The California Attorney General has an office within the City and County of San
5 Francisco, making that county an appropriate venue, pursuant to Code of Civil Procedure § 401(1).

6 12. PAGA Notice. Plaintiff provided notice of her claims on behalf of Aggrieved Employees
7 to the California Labor & Workforce Development Agency (“LWDA”) and the State on May 27, 2020
8 and, via amendment, on October 28, 2020. The LWDA has not taken any action with regard to the
9 claims, including providing notice of an intent to pursue the claims.

10 13. CVCGCB Notice. Plaintiff does not believe the causes of action and remedies sought
11 herein are procedurally required to be filed with the California Victims Compensation and Government
12 Claims Board (“CVCGCB”) prior to filing suit, pursuant to the Government Claims Act (Gov’t Code §§
13 900, *et seq.*); nor does she waive her right to contest this issue. Nonetheless, out of an abundance of
14 caution, on May 29, 2020, Plaintiff filed a claim based on the facts alleged herein under the Government
15 Claims Act with CVCGCB. The CVCGCB rejected the claim on July 20, 2020. The CVCGCB’s letter
16 rejecting the claim is attached hereto as **Exhibit A** and is hereby incorporated by reference.

17 **THE PARTIES**

18 14. Plaintiff Allison Acosta is employed by the State of California as an attorney at the
19 California Department of Justice and is a member of State Bargaining Unit 2. Plaintiff Acosta is a
20 resident of San Diego county.

21 15. Defendant State of California is the employer of Plaintiff and all Covered Employees.

22 16. Defendant California Department of Human Resources (“CalHR”) is, and at all relevant
23 times was, the state agency designated as the representative of the Governor pursuant to Gov’t Code §§
24 3517 and 19815, *et seq.* CalHR is the administrator of wages for all State employees.

25 17. Defendant Betty T. Yee is a constitutional officer and is the elected State Controller of
26 the State of California. (Cal. Const. Art. V, § 11.) Pursuant to Government Code section 12410, the
27 State Controller shall superintend the fiscal concerns of the state. The Controller shall audit all claims
28

1 against the state, and may audit the disbursement of any state money, for correctness, legality, and for
2 sufficient provisions of law for payment. In addition, the Controller shall draw warrants on the
3 Treasurer for the payment of money directed by law to be paid out of the State Treasury; but a warrant
4 shall not be drawn unless authorized by law. (Gov. Code § 12440.) Betty T. Yee is named in her
5 official capacity only.

6 **FACTUAL BACKGROUND**

7 18. Plaintiff was hired on or about September 1, 2014 by the State of California.

8 **Violation A: Excessive Withholdings**

9 19. Plaintiff experienced one particular type of excessive withholdings. During the PAGA
10 Period, the limits on pensionable compensation pursuant to PEPRA were as follows:

11

Year	Social Security Participants	Non-Social Security Participants
2020	\$126,291	\$151,549
2019	\$124,180	\$149,016
2018	\$121,388	\$145,666
2017	\$118,775	\$142,530
2016	\$117,020	\$140,424

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16 20. Plaintiff is a Social Security participant and subject to PEPRA.

17 21. During the PAGA Period, Plaintiff earned more than the cap on pensionable
18 compensation for social security participants, as set forth above.

19 22. Given her annual salary, Plaintiff reached the pensionable compensation limit before the
20 end of the 2019 calendar year. At that point, the State should have immediately ceased deducting
21 pension benefit contributions from Plaintiff's monthly payroll warrant.

22 23. Nonetheless, the State continued deducting pension benefit contributions from Plaintiff's
23 wages throughout the calendar year. These deductions amounted to approximately 8% of Plaintiff's
24 gross salary per paycheck.

25 24. While the State issued a refund to Plaintiff for the excess withholdings on or around
26 January 2020, it never compensated Plaintiff for the delay in payment.

1 25. In November 2019, the State issued a letter to Plaintiff acknowledging that she had
2 reached the pensionable compensation cap but informing her that it would nonetheless unlawfully
3 continue to make full deductions for an indeterminate period. A copy of the letter issued to Plaintiff is
4 hereto as **Exhibit B**.

5 26. Upon information and belief, Plaintiff's experience is illustrative of other Covered
6 Employees' experiences.

7 27. The State's policy and practice of excessive withholdings constitutes unlawful
8 withholding of wages agreed through collective bargaining because Plaintiff and Covered Employees
9 are deprived of the full wage amounts set forth in the MOUs.

10 28. Upon information and belief, this policy and practice stems from the State's centralized
11 payroll operations and affects the Excessive Withholding PAGA Group similarly regardless of the State
12 department, agency, or unit in which they work.

13 29. This policy and practice has caused (and continue to cause) significant harm to Covered
14 Employees, who are deprived of control over their earned compensation during the period when they are
15 waiting for the State to properly pay them.

16 30. Plaintiff does not intend this description of the excessive withholdings she suffered to
17 exhaustively or completely describe the full breadth of the excessive withholdings violations. Rather,
18 the State, as the employer, has full access to the information needed to determine the full range of
19 instances of excessive withholdings, including the amounts of the withholdings, the length of time
20 during which the withholdings were made, and the Covered Employees affected by those excessive
21 withholdings.

22 **Violation B: Delayed Payment of Compensation**

23 31. Plaintiff experienced one particular type of delayed payment. Specifically, on or about
24 September 4, 2019, State Bargaining Unit 2 reached an MOU with the State which provided for a 2.75%
25 GSI and a \$260 healthcare subsidy retroactive to July 1, 2019. On or about September 12, 2019, the
26 California State Legislature ratified the MOU (and many others) in AB-118. On or about October 13,
27 2019, the Governor of the State of California approved the MOU by signing AB-118.
28

32. Although the MOU expressly provided for a GSI and healthcare subsidy for Bargaining Unit 2 members, the State did not begin paying Plaintiff and Bargaining Unit 2 members this compensation until December 2019 or January 2020.

33. Upon information and belief, during the PAGA Period, the State has had a policy and practice of routinely failing to timely pay Covered Employees compensation agreed pursuant to MOUs with various State Bargaining Units.

34. Upon information and belief, this policy and practice generally occurs in the first year after the raise is implemented and stems from the State's delays implementing payroll changes.

35. This widespread problem is not related to the terms and conditions of any specific MOU, or the State department, agency, or unit in which any particular Covered Employee works.

36. Plaintiff and Covered Employees have been (and continue to be) harmed by the State's failure to timely pay these wage increases, because they are deprived of control over their earned compensation during the period when they are waiting for the State to finalize the payroll changes.

37. The State's policy and practice of failing to timely pay raises constitutes withholding of wages agreed through collective bargaining because Plaintiff and Covered Employees are deprived of the pay increases prescribed in the MOUs while they are waiting for the State to properly pay them.

38. Attached hereto as **Exhibit C** is a chart summarizing information Plaintiff has gathered in her investigation of these claims showing various MOUs the State has reached with various State Bargaining Units during the PAGA Period and the compensation provisions included in each. Plaintiff does not intend this chart to exhaustively or completely list all violations. Rather, the State, as the employer, has full access to the information needed to determine the full range of instances of delayed payments, including the amounts of the payments, the length of the delays, and the Covered Employees affected by those delays.

CLAIM FOR RELIEF
Violation of the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*)
(Brought by Plaintiff)

39. Plaintiff, on behalf of herself and all Aggrieved Employees, realleges and incorporates by reference all other allegations herein.

40. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of herself, and other current or former employees.

41. The State did not comply with the requirements of Labor Code § 222, which mandates that “[i]t shall be unlawful, in case of any wage agreement arrived at through collective bargaining, either willfully or unlawfully or with intent to defraud an employee, a competitor, or any other person, to withhold from said employee any part of the wage agreed upon.”

42. Plaintiff is an Aggrieved Employee under PAGA, as she was employed by the State of California during the applicable statutory period and suffered a Labor Code violation by having her wages withheld unlawfully.

43. Plaintiff seeks civil penalties and reasonable attorneys' fees and costs pursuant to PAGA based on the State's violation of Labor Code § 222, on behalf of the State of California and Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Aggrieved Employees, prays for the following relief:

A. Civil penalties pursuant to PAGA for violation of Labor Code § 222;

B. Costs and attorneys' fees pursuant to Labor Code § 2699, and any other applicable statute; and

C. Such other and further relief as the Court deems just and proper.

1 Dated: December 2, 2020

Respectfully submitted,



Jahan C. Sagafi

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Counsel for Plaintiff and Aggrieved Employees

EXHIBIT A

07/20/2020

Jahan C Sagafi
Attorney at Law
1 California Street, 12th Floor
San Francisco, CA 94111

RE: Claim 20005014 for Allison Acosta against Department of Human Resources,
State Controller's Office

Dear Jahan Sagafi,

Government Claims Program (GCP) staff completed its investigation of your claim and rejected it for the following reasons.

The claim involves complex issues that are beyond the scope of analysis and legal interpretation typically undertaken by the GCP. Claims involving complex issues are best determined by the courts. Therefore, staff did not make a determination regarding the merit of the claim, and it is being rejected so you can initiate court action if you choose to pursue this matter further.

If you choose to pursue court action in this matter, it is not necessary or proper to include the GCP in your lawsuit unless the GCP was identified as a defendant in your original claim. Please consult Government Code section 955.4 regarding proper service of the summons.

If you have questions about this matter, please feel free to contact GCP by phone, mail, or email using the contact information below. Please remember to reference the assigned claim number (20005014) in your communication.

Sincerely,



Eric Rivera, Program Analyst
Government Claims Program
gcinfo@dgs.ca.gov

WARNING: Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

DECLARATION OF SERVICE BY U.S. MAIL

Name of Claimant: Allison Acosta
GCP File no.: 20005014

I am employed by the Government Claims Program. I am 18 years of age or older. I am familiar with the business practice at the Government Claims Program for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Government Claims Program is deposited with the United States Postal Service with postage thereon fully prepaid that same day in the ordinary course of business. On 07/20/2020, I served the attached letter by placing a true copy thereof enclosed in a sealed envelope in the internal mail collection system at the Government Claims Program, located at 707 Third Street, West Sacramento, CA 95605, addressed as follows:

Jahan C Sagafi
Attorney at Law
1 California Street, 12th Floor
San Francisco, CA 94111

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 07/20/2020, at West Sacramento, California.



Kayla Drexel

EXHIBIT B

XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE



1300 I STREET, SUITE 125
P.O. BOX 944255
SACRAMENTO, CA 94244-2550

Public: (916) 210-6021
Telephone: (916) 210-6391
Facsimile: (916) 322-0112
E-Mail: taylor.gisler@doj.ca.gov

November 22, 2019

Allison Acosta

RE: Retirement Compensation Limit for 2019

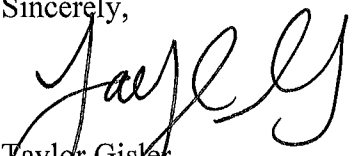
Dear Ms. Acosta:

Your earnings for the 2019 calendar year has reached the Retirement Compensation Limit under Government Code section 7522.10 of the Public Employees' Pension Reform Act (PEPRA), which limits the annual compensation that can be taken into account under qualified retirement plans. PEPRA members, who are subject to Social Security deductions, will reach a compensation limit of \$124,180 in the 2019 calendar year.

Although you have reached the Retirement Compensation Limit, you will continue seeing the full deduction from your payroll warrant. However, you will receive a refund of the deductions from the State Controller's Office once the adjustments have posted.

For questions regarding this entitlement, please contact me at the number above.

Sincerely,


Taylor Gisler
Personnel Specialist
Payroll and Benefit Services

For **XAVIER BECERRA**
Attorney General

EXHIBIT C

List of MOUs Known to Plaintiff
Acosta v. State of California (San Francisco Superior Court)
September 2020

Bargaining Unit	Item	Implementation Date
1	Health Care Subsidy	7/1/2020
1	Special Salary Adjustments	7/1/2020
1	General Salary Increase	1/1/2019
1	One-Time Bonus upon Ratification	1/1/2019
1	General Salary Increase	1/1/2018
1	One-Time Bonus upon Ratification	1/1/2018
1	Special Salary Adjustments	7/1/2017
1	General Salary Increase	1/1/2017
1	One-Time Bonus upon Ratification	1/1/2017
2	General Salary Increase	Retro to 7/1/19
2	Health Care Subsidy	Retro to 7/1/19
2	General Salary Increase	Effective first day of pay period following ratification in 2016
2	General Salary Increase	7/1/2018
2	General Salary Increase	7/1/2017
3	Health Care Subsidy	7/1/2020
3	Special Salary Adjustments	7/1/2020
3	General Salary Increase	1/1/2019
3	One-Time Bonus upon Ratification	1/1/2019
3	General Salary Increase	1/1/2018
3	One-Time Bonus upon Ratification	1/1/2018
3	Special Salary Adjustments	7/1/2017
3	General Salary Increase	1/1/2017
3	One-Time Bonus upon Ratification	1/1/2017
4	Health Care Subsidy	7/1/2020
4	Special Salary Adjustments	7/1/2020
4	General Salary Increase	1/1/2019
4	One-Time Bonus upon Ratification	1/1/2019
4	General Salary Increase	1/1/2018
4	One-Time Bonus upon Ratification	1/1/2018
4	Special Salary Adjustments	7/1/2017
4	General Salary Increase	1/1/2017
4	One-Time Bonus upon Ratification	1/1/2017
5	General Salary Increase	Retro to 7/1/19
6	Successor Agreement to Defer Raises	7/1/2022
6	General Salary Increase	7/1/2020
6	General Salary Increase	7/1/2018
6	General Salary Increase	7/1/2017
7	Various other differentials	Effective first day of pay period following ratification

Bargaining Unit	Item	Implementation Date
7	General Salary Increase + Various Special Salary Adjustments	7/1/2019
7	General Salary Increases	7/1/2018
7	General Salary Increases	7/1/2017
7	General Salary Increases	7/1/2016
7	Special Salary Adjustments	7/1/2016
8	Various Special Salary Adjustments	7/1/2020
8	Various Special Salary Adjustments	7/1/2019
8	Various Special Salary Adjustments	7/1/2018
8	Various Special Salary Adjustments	7/1/2017
8	Various Special Salary Adjustments	1/1/2017
9	General Salary Increases	7/1/18, 7/1/19
9	General Salary Increase	7/1/2022
9	Various differentials	7/1/2021
9	Various differentials	7/1/2020
9	Various differentials	7/1/2019
9	Various differentials	7/1/2018
9	General Salary Increases	7/1/2017
9	General Salary Increases	7/1/2016
9	Various differentials	7/1/2016
10	General Salary Increases	7/1/2020
10	General Salary Increases	7/1/2019
10	Various differentials	7/1/2018
10	General Salary Increases	7/1/2018
10	General Salary Increases	7/1/2017
10	General Salary Increases	7/1/2016
10	Differentials	7/1/2016
11	General Salary Increase	1/1/17, 1/1/18, 1/1/19
11	One-Time Bonus upon Ratification	1/1/17, 1/1/18, 1/1/19
11	Health Care Subsidy	7/1/2020
11	Special Salary Adjustments	7/1/2020
11	Special Salary Adjustments	7/1/2017
12	Special Salary Adjustments	1/1/17, 7/1/17, 7/1/2018
12	General Salary Increases	1/1/17, 7/1/17, 7/1/18, 7/1/19
13	General Salary Increase	Retro to 7/1/19
13	General Salary Increases	11/1/16, 7/1/17, 7/1/18
13	Special Salary Adjustments	11/1/16, 7/1/17, 7/1/18
14	General Salary Increase	1/1/17, 1/1/18, 1/1/19
14	One-Time Bonus upon Ratification	1/1/17, 1/1/18, 1/1/19
14	Health Care Subsidy	7/1/2020
14	Special Salary Adjustments	7/1/2020
14	Special Salary Adjustments	7/1/2017
15	Health Care Subsidy	7/1/2020
15	Special Salary Adjustments	7/1/2020

Bargaining Unit	Item	Implementation Date
15	General Salary Increase	1/1/2019
15	One-Time Bonus upon Ratification	1/1/2019
15	General Salary Increase	1/1/2018
15	One-Time Bonus upon Ratification	1/1/2018
15	Special Salary Adjustments	7/1/2017
15	General Salary Increase	1/1/2017
15	One-Time Bonus upon Ratification	1/1/2017
16	General Salary Increases	Effective on first day of pay period following ratification in 2016
16	Special Salary Adjustments	Effective first day of pay period following ratification in 2016
16	General Salary Increases	7/1/2019
16	General Salary Increases	7/1/2018
16	General Salary Increases	7/1/2017
17	Health Care Subsidy	7/1/2020
17	Special Salary Adjustments	7/1/2020
17	General Salary Increase	1/1/2019
17	One-Time Bonus upon Ratification	1/1/2019
17	General Salary Increase	1/1/2018
17	One-Time Bonus upon Ratification	1/1/2018
17	Special Salary Adjustments	7/1/2017
17	General Salary Increase	1/1/2017
17	One-Time Bonus upon Ratification	1/1/2017
18	Special Salary Adjustments	Month following ratification
18	General Salary Increases	7/1/2021
18	General Salary Increases	7/1/2020
18	General Salary Increases	1/1/2020
18	General Salary Increases	7/1/2018
18	Special Salary Adjustments	7/1/2018
18	General Salary Increases	7/1/2017
18	Special Salary Adjustments	7/1/2017
18	Special Salary Adjustments	1/1/2017
18	General Salary Increases	7/1/2016
19	Differentials	Effective first day of ratification
19	General Salary Increases	7/18/2020
19	General Salary Increases	7/1/2019
19	General Salary Increases	7/1/2017
19	General Salary Increases	1/1/2017
19	Special Salary Adjustments	1/1/2007
20	Health Care Subsidy	7/1/2020
20	Special Salary Adjustments	7/1/2020
20	General Salary Increase	1/1/2019
20	One-Time Bonus upon Ratification	1/1/2019
20	General Salary Increase	1/1/2018

Bargaining Unit	Item	Implementation Date
20	One-Time Bonus upon Ratification	1/1/2018
20	Special Salary Adjustments	7/1/2017
20	General Salary Increase	1/1/2017
20	One-Time Bonus upon Ratification	1/1/2017
21	Health Care Subsidy	7/1/2020
21	Special Salary Adjustments	7/1/2020
21	General Salary Increase	1/1/2019
21	One-Time Bonus upon Ratification	1/1/2019
21	General Salary Increase	1/1/2018
21	One-Time Bonus upon Ratification	1/1/2018
21	Special Salary Adjustments	7/1/2017
21	General Salary Increase	1/1/2017
21	One-Time Bonus upon Ratification	1/1/2017