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Attorneys for Plaintiff Kamika Benjamin, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of herself and other current and former employees,

IN THE SUPERIOR COURT OF STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KAMIKA BENJAMIN,

Plaintiffs,

v.

NH SERVICES, LLC; NOBLE HOUSE
 HOME FURNISHINGS, LLC; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: **20STCV30050**

COMPLAINT FOR CIVIL PENALTIES

1. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
3. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
4. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Indemnify for Expenditures or Losses in Discharge of Duties.

DEMAND FOR JURY TRIAL

1 Plaintiff KAMIKA BENJAMIN (“Plaintiff” or “Ms. Benjamin”), complains and alleges
2 as follows:

3 **PRELIMINARY STATEMENT**

4 1. This is an action brought on behalf of Plaintiff and similarly aggrieved employees
5 who were subjected to one or more of the violations alleged herein (“Aggrieved Employees”) by
6 Defendants NOBLE HOUSE HOME FURNISHINGS, LLC (“Noble House”) and NH
7 SERVICES, LLC (“NH Services”) (collectively referred to as the “Defendants.”)

8 2. The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one
9 (1) year prior to the filing of the Complaint. Plaintiff reserves the right to amend this complaint
10 to reflect a different “Time Period” as further discovery is conducted.

11 3. Plaintiff, individually, and on behalf of the Aggrieved Employees, seeks relief
12 against Defendants for their: (1) failure to pay all wages due, including regular and overtime
13 wages; (2) failure to provide accurate itemized wage statements; (3) failure to pay wages due
14 upon termination of employment; and (4) failure to reimburse for necessary business
15 expenditures. Plaintiff seeks penalties pursuant to Labor Code section 2608 et seq., the Private
16 Attorneys General Act of 2004 (“PAGA”) in connection with Defendants’ Labor Code violations.

17 4. Plaintiff further seeks equitable remedies in the form of declaratory relief, and
18 relief under Business and Professions Code section 17200 et seq. for unfair business practices.

19 5. At all relevant times herein, Defendants consistently maintained and enforced
20 against Plaintiff and Aggrieved Employees the following unlawful practices and policies: a)
21 willfully refusing to pay Plaintiff and Aggrieved Employees for all hours worked, including
22 minimum wage and overtime; b) willfully refusing to compensate Plaintiff and Aggrieved
23 Employees wages due and owing at the time Plaintiff’s and Aggrieved Employees’ employment
24 with Defendants ended; c) willfully refusing to furnish to Plaintiff and Aggrieved Employees
25 accurate itemized wage statements upon payment of wages; and d) willfully failing to reimburse
26 Plaintiff and Aggrieved Employees for necessary expenditures.

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JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action. The penalties recoverable for Plaintiff do not exceed seventy-five thousand dollars (\$75,000.00), and collectively amongst all aggrieved employees do not exceed five million dollars (\$5,000,000.00.)

7. Defendants are California limited liability companies doing business throughout the State of California. There is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, Code of Civil Procedure, Business and Professions Code, and Rules of Court. By doing business in the state of California, Defendants have purposefully availed themselves of the state’s jurisdiction. Accordingly, as personal jurisdiction over Defendants would be constitutional, California’s long-arm statute provides that California courts may exercise personal jurisdiction over Defendants. (Code Civ. Pro., § 410.10.)

8. Venue is proper in the County of Orange, because Defendants perform business in the County of Orange, and the acts set forth herein occurred in the County of Orange.

THE PARTIES

Plaintiff

8. Plaintiff worked for Employers as a truck driver from approximately July 2017 to November 2019. Plaintiff and Aggrieved Employees consist of identifiable, current, and/or former similarly situated persons who worked for Employers as truck drivers during the RELEVANT TIME PERIOD.

Defendants

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Noble House is a California limited liability company, which manufactures and retails home furnishings and furniture, maintains its principal office at 21325 Superior Street, Chatsworth, CA 91311, and is and/or was the employer of Plaintiff and Aggrieved Employees during the RELEVANT TIME PERIOD.

1 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant NH
2 Services is a California limited liability company, which is a trucking and transportation company
3 for related party home furnishings, maintains its Chief Executive Office at 21325 Superior Street,
4 Chatsworth, CA 91311, and is and/or was the employer of Plaintiff and similarly aggrieved
5 employees during the RELEVANT TIME PERIOD.

6 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant NH
7 Services is an affiliate company of Defendant Noble House which is also listed as Defendant NH
8 Services' "Manager or Managers" as provided in its Statement of Information filed with the
9 California Secretary of State, Statement of Information ("SOI") File No. 201410010305. Noble
10 House and NH Services (collectively referred to herein as "Defendants") are thus alleged to be
11 joint employers under the Labor Code and relevant case law. (*See, e.g., Martinez v. Combs*, 49
12 Cal.4th 35 (2010); Cal. Lab. Code § 2810.3.)

13 12. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
14 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
15 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
16 violations alleged herein. Plaintiff will amend this complaint to allege the true names and
17 capacities of the DOE Defendants when ascertained.

18 13. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
19 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
20 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
21 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
22 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
23 joint employers and conspire with one another to increase profits by engaging in the conduct
24 described in this complaint.

25 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
26 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
27 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
28 below was acting, at least in part, within the course and scope of that authority as such agent,

1 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
2 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
3 are legally attributable to the other Defendants.

4 **PAGA ADMINISTRATIVE PREREQUISITE**

5 14. Plaintiff brings this case as a representative action seeking penalties for the State
6 of California in a representative capacity, as provided by the Private Attorney General Act, Labor
7 Code section 2698 et seq. ("PAGA"), as an aggrieved employee, formerly employed by
8 Defendants and did not receive all wages due, was not paid regular wages, was not paid overtime,
9 was not provided with accurate wage statements, and was not reimbursed for necessary business
10 expenditures.

11 15. Prior to filing this complaint on June 5, 2020, Plaintiff gave written notice by
12 certified electronic mail to the Labor and Workforce Development Agency ("LWDA") and to
13 Defendants of the specified provisions alleged to have been violated, including the facts and
14 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
15 correct copy of Plaintiff's original letter sent to the LWDA on June 5, 2020, is attached hereto as
16 "Exhibit A".

17 16. More than sixty-five (65) days have passed since Plaintiff submitted his June 5,
18 2020, notice to the LWDA and Defendants of the specific alleged Labor Code violations and the
19 LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations.
20 Plaintiff further has received no notice of Defendants' intent to cure any of the alleged violations.
21 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard
22 to his June 5, 2020, PAGA notice.

23 **FACTUAL ALLEGATIONS**

24 17. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny their
25 employees the benefits due under California's wage and hour laws for work performed in
26 California. Defendants wrongfully refused to pay Plaintiff and the Aggrieved Employees regular
27 wages, overtime compensation, and other statutory benefits mandated by California.

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1 18. Labor Code section 1194 provides that notwithstanding any agreement to work for
2 a lesser wage, an employee receiving less than the legal overtime compensation or minimum wage
3 compensation is entitled to recover in a civil action the unpaid balance of their overtime
4 compensation and/or minimum wage compensation, including interest thereon, reasonable
5 attorneys' fees, and costs of suit.

6 19. Further, Business and Professions Code section 17203 provides that any person
7 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
8 Business and Professions Code section 17204 provides that any person who has suffered actual
9 injury and has lost money or property as a result of the unfair competition may bring an action in
10 a court of competent jurisdiction.

11 20. During all, or a portion of the RELEVANT TIME PERIOD, Plaintiff and
12 Aggrieved Employees were employed by Defendants in the State of California.

13 21. Throughout the RELEVANT TIME PERIOD, Defendants utilized a rounding
14 policy with respect to Plaintiff's and Aggrieved Employees' hours worked wherein the
15 Defendants benefitted from the rounding policy. Defendants' rounding policy was used in such a
16 manner that resulted, over a period of time, in failure to compensate the employees properly for
17 all the time they have actually worked, and systematically undercompensated Plaintiff and
18 Aggrieved Employees, as well as in failure to pay Plaintiff and Aggrieved Employees all wages
19 owed.

20 22. As a result of Defendants' failure to pay all wages owed as described herein,
21 Defendants failed to keep accurate payroll records and failed to provide Plaintiff and Aggrieved
22 Employees with complete and accurate wage statements showing the true number of hours
23 worked and accurate overtime/premium wages earned per pay period as a result of its rounding
24 policy.

25 23. Defendants also failed to keep accurate wage statements by failing to include the
26 accurate name and address of the legal entity that is the employer. In particular, Plaintiff's wage
27 statements list the employer as: NH Services, LLC, Paychex PEO V LLC, 970 Lake Carillo Drive
28 Suite 400, Saint Petersburg, FL 33716. Plaintiff is informed and believes, and based thereon

1 alleges, that Paychex PEO V LLC is an outsourced human resource (“HR”) department that
2 provides, among other things, payroll administration, and is not Plaintiff and Aggrieved
3 Employees’ employer. (See Paychex Solutions, “PEO (Professional Employer Organization)”
4 description, *available at* <https://www.paychex.com/peo>.) Further, NH Services’ business address
5 is listed in its California Secretary of State, Statement of Information as 21325 Superior Street,
6 Chatsworth, CA 91311, and is not listed in Ms. Benjamin’s wage statements. (SOI, File No.
7 201410010305.) This blatant inaccuracy, including Defendants’ failure to include the correct
8 name and address of the employer, resulted in the violation of Labor Code sections 226 and 1174
9 and is subject to penalties under PAGA.

10 24. During the RELEVANT TIME PERIOD, Defendants failed and/or refused to
11 indemnify Plaintiff and Aggrieved Employees for necessary expenditures or losses incurred by
12 the employee in direct consequence of the discharge of their duties, or their obedience to the
13 directions of the employer. Specifically, Defendants did not reimburse Plaintiff and Aggrieved
14 Employees for the expense of using their personal cellphones which Defendants required them to
15 do in order to communicate with coworkers, both by placing calls and sending text messages, as
16 well as installed about two or three mobile applications to communicate with their coworkers, all
17 without reimbursement.

18 25. Aggrieved Employees ended their employment during the RELEVANT TIME
19 PERIOD, but were not paid the above due compensation for all hours worked, including minimum
20 wage for regular hours and overtime compensation, timely upon the termination of their
21 employment as required by Labor Code sections 201, 202, and 203, are entitled to penalties as
22 provided by Labor Code section 203.

23 **FIRST CAUSE OF ACTION**

24 **Violation of PAGA For Recovery of Unpaid Minimum Wage and Overtime**
25 **(Plaintiff Against All Defendants)**

26 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
27 complaint as if fully set forth herein.

28 / / /

1 27. Labor Code section 1182.12 provides that on and after July 1, 2014, the minimum
2 wage for all industries shall not be less than nine dollars (\$9.00) per hour, and on and after January
3 1, 2016, the minimum wage for all industries shall not be less than ten (\$10.00) per hour. For
4 employers who employed 26 or more people from January 1, 2017 to December 31, 2017, the
5 minimum wage rate in California was ten dollars and fifty cents (\$10.50) per hour. From January
6 1, 2018 to December 31, 2018, the minimum wage rate in California was eleven dollars (\$11.00)
7 per hour. From January 1, 2019 to December 31, 2019, the minimum wage rate in California was
8 twelve dollars (\$12.00) per hour. As of January 1, 2020, through December 31, 2020, the
9 minimum wage rate in California is thirteen dollars (\$13.00) per hour. Plaintiff is informed and
10 believes Defendants employ more than 26 employees and thus fall within all requirements of
11 section 1182.12.

12 28. Additionally, many California cities and counties impose a separate minimum
13 wage higher than that set by section 1182.12, which may be applicable to Plaintiff and Aggrieved
14 Employees.

15 29. Notwithstanding any other provision of the Labor Code, hourly minimum wage
16 rates are set for all industries according to statute. (Lab. Code § 1182.12). Employers must pay
17 employees no less than minimum wage for each hour worked. (Lab. Code § 1194; IWC Wage
18 Order 1-2001, Sect. 4.)

19 30. Any work in excess of eight hours in any workday and any work in excess of 40
20 hours in a workweek shall be compensated at a rate of no less than one and one-half times the
21 regular rate of pay for an employee. (Lab. Code § 510, subd. (a); IWC Wage Order 1-2001, Sect.
22 3(A)). Any work in excess of 12 hours in a workday shall be compensated at the rate of twice the
23 regular rate of pay for an employee. (*Ibid.*)

24 31. Any employee receiving less than the legal minimum wage or legal overtime
25 compensation is entitled to recover in a civil action the amount of unpaid wages and interests
26 thereon, attorneys' fees, and costs of suit. (Lab. Code § 1194, subd. (a)).

27 32. All wages earned in employment are due and payable twice during each calendar
28 month on dates designated in advance by the employer. (Lab. Code § 204).

1 33. Defendants utilized a policy for rounding Plaintiff's and Aggrieved Employees'
2 hours worked with an eye towards Defendants benefiting from the rounding. Defendants'
3 rounding policy was used in such a manner that resulted, over a period of time, in failure to
4 compensate the employees properly for all the time they have actually worked, and systematically
5 undercompensated Plaintiff and Aggrieved Employees. Defendants' rounding policy also resulted
6 in Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum wage, overtime
7 premiums, and/or double-time premiums for all hours worked in excess of eight (8) hours per day
8 and/or forty (40) hours per week for work performed for Defendants.

9 34. Defendants willfully violated the Labor Code by failing to pay Plaintiff and
10 Aggrieved Employees all wages, including both minimum wage and overtime. Defendants have
11 regularly violated the Labor Code with respect to meeting the requirements of paying wages
12 earned, including minimum wage, overtime, double-time and remuneration when calculating the
13 employees' regular rate of pay, as herein before alleged. Defendants intentionally excluded
14 remuneration that must be included in all employees' regular rate of pay in order to avoid payment
15 of overtime wages and other benefits in violation of the Labor Code and the order issued by the
16 IWC. Thereby, Defendants are able to reduce their overhead and operating expenses and gain an
17 unfair advantage over competing delivery companies who comply with state law.

18 35. Since the LWDA has not indicated that it will be investigating more than sixty-
19 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
20 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
21 of California, will seek any and all penalties otherwise capable of being collected by the Labor
22 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This
23 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
24 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510
25 and 1194.

26 36. Plaintiff is informed and believes that Defendants have violated, and continue to
27 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
28 minimum wages and overtime.

1 for all the time they have actually worked, and systematically undercompensated Plaintiff and
2 Aggrieved Employees, and Defendants' failure to accurately record Plaintiff's and Aggrieved
3 Employees' accurate number of hours worked, accurate rate of pay for each hour worked, accurate
4 amount of premiums wages earned, accurate net pay, and accurate gross pay.

5 42. Defendants knowingly and intentionally failed to provide timely and accurate
6 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
7 section 226, subdivision (a), by failing to record the accurate number of hours worked, the
8 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
9 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
10 Employees.

11 43. Further, an employee is deemed to suffer injury if the employer fails to provide a
12 wage statement containing all of the required information set forth in Labor Code section 226,
13 subdivision (a). (Lab. Code § 226, subd. (e)(2).) In particular, Defendants failed to keep accurate
14 wage statements by failing to include the accurate name and address of the legal entity that is the
15 employer. In particular, Plaintiff's wage statements list the employer as: NH Services, LLC,
16 Paychex PEO V LLC, 970 Lake Carillo Drive Suite 400, Saint Petersburg, FL 33716. Plaintiff is
17 informed and believes, and based thereon alleges, that Paychex PEO V LLC is an outsourced
18 human resource ("HR") department that provides, among other things, payroll administration,
19 and is not Plaintiff and Aggrieved Employees' employer. (See Paychex Solutions, "PEO
20 (Professional Employer Organization)" description, *available at* <https://www.paychex.com/peo>.)
21 Further, NH Services' business address is listed in its California Secretary of State, Statement of
22 Information as 21325 Superior Street, Chatsworth, CA 91311, and is not listed in Ms. Benjamin's
23 wage statements. (SOI, File No. 201410010305.)

24 44. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
25 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
26 initial pay period in which a violation occurs and one-hundred dollars (\$100.00) per employee for
27 each violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision
28 (e.)

1 45. Plaintiff, by virtue of his employment with Defendants, is an aggrieved employee
2 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
3 as a representative of the general public to enforce California's labor laws, and the penalty
4 provisions identified in Labor Code section 2699.5.

5 46. Plaintiff, as a representative of the people of the State of California, will seek any
6 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
7 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
8 that section 2699.3(a) applies to any alleged violation of the following provisions: 201, 202, 203,
9 226, 510, 512, 1174, and 1194.

10 47. Plaintiff, as a personal representative of the general public, will and does seek to
11 recover any and all penalties for each and every violation shown to exist or to have occurred
12 during the RELEVANT TIME PERIOD, in an amount according to proof, as to those penalties
13 that are otherwise only available to public agency enforcement actions. Funds recovered will be
14 distributed in accordance with the PAGA, with at least seventy five percent (75%) of the penalties
15 recovered being reimbursed to the LWDA.

16 48. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
17 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

18 **THIRD CAUSE OF ACTION**

19 **Violation of PAGA For Failure to Pay Wages Due Upon Termination of Employment**

20 **(Labor Code, sections 201, 203)**

21 **(Plaintiff against All Defendants)**

22 49. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
23 preceding paragraphs of this complaint as if fully set forth herein.

24 50. Plaintiff and certain members of the Aggrieved Employees who ended their
25 employment with Defendants during the RELEVANT TIME PERIOD, were entitled to be
26 promptly paid both minimum wage and lawful overtime compensation and other premiums, as
27 required by Labor Code sections 201 and 203.

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1 51. Defendants refused and/or failed to promptly compensate Plaintiff and Aggrieved
2 Employees wages owed as a result of Defendants' rounding policy which was used in such a
3 manner that resulted, over a period of time, in failure to compensate the employees properly for
4 all the time they have actually worked, and systematically undercompensated Plaintiff and
5 Aggrieved Employees, as well as in failure to pay Plaintiff and Aggrieved Employees all wages
6 owed.

7 52. Plaintiff, by virtue of his employment with Defendants, is an aggrieved employee
8 with standing to bring an action under the PAGA and has suffered injury as to one or more
9 violations committed by Defendants. Plaintiff has satisfied all prerequisites to serve as a
10 representative of the general public to enforce California's labor laws, and the penalty provisions
11 identified in Labor Code section 2699.5.

12 53. Plaintiff, as a representative of the people of the State of California, will seek any
13 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
14 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
15 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
16 201-203, 226, 510, 512, 1174, and 1194.

17 54. Plaintiff, as a personal representative of the general public, will and does seek to
18 recover any and all penalties for each and every violation shown to exist or to have occurred
19 during the RELEVANT TIME PERIOD, in an amount according to proof, as to those penalties
20 that are otherwise only available to public agency enforcement actions. Funds recovered will be
21 distributed in accordance with the PAGA, with at least seventy five percent (75%) of the penalties
22 recovered being reimbursed to the LWDA.

23 55. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
24 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of PAGA for Failure to Reimburse for Necessary Expenditures,**

3 **Cal. Labor Code § 2802**

4 **(Plaintiff against Defendants and Does 1-50)**

5 56. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
6 preceding paragraphs of this complaint as if fully set forth herein.

7 57. Labor Code section 2802 states, "An employer shall indemnify his or her
8 employee for all necessary expenditures or losses incurred by the employee in direct consequence
9 of the discharge of his or her duties..."

10 58. Plaintiff and the Aggrieved Employees were not reimbursed by Defendants for
11 necessary expenditures as a direct consequence of the discharge of their duties. Specifically,
12 Defendants did not reimburse Plaintiff and Aggrieved Employees for the expense of using their
13 personal cellphones which Defendants required them to do in order to communicate with
14 coworkers, both by placing calls and sending text messages, as well as installed about two or three
15 mobile applications to communicate with their coworkers, all without reimbursement.

16 59. Defendants knowingly, willingly and intentionally attempted to offset the cost of
17 doing business on the Plaintiff and Aggrieved Employees.

18 60. Defendants had a practice and policy of requiring Plaintiff and Aggrieved
19 Employees to shoulder the burden of Defendants' cost of doing business by failing to reimburse
20 Plaintiff and Aggrieved Employees for necessary business expenditures, specifically the cost of
21 cell phone and cell phone service provider purchase by Plaintiff and Aggrieved Employees for
22 use in their employment.

23 61. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
24 "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to,
25 attorney's fees and interest.

26 62. Plaintiff by virtue of his employment with Defendants, and the Defendant's policy
27 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendants' cost of
28 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary

1 expenditures, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
2 has satisfied all prerequisites to serve as a representative of the general public to enforce
3 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

4 63. Plaintiff, as a representative of the people of the State of California, will seek any
5 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
6 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
7 that section 2699.3, subdivision (a) applies to any alleged violation of the following provisions:
8 201-203, 226, 226.7, 510, 512, 1174, and 1194.

9 64. Plaintiff, as a personal representative of the general public, will and does seek to
10 recover any and all penalties for each and every violation shown to exist or to have occurred
11 during the RELEVANT TIME PERIOD, in an amount according to proof, as to those penalties
12 that are otherwise only available to public agency enforcement actions. Funds recovered will be
13 distributed in accordance with the PAGA, with at least seventy five percent (75%) of the penalties
14 recovered being reimbursed to the LWDA.

15 65. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
16 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

- 19 1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as
20 provided by law, including, but not limited to, those civil penalties provided by statute,
21 provided by PAGA and for unpaid wages pursuant to Labor Code section 558;
22 2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699,
23 subdivision (g), and any other statutory basis or pursuant to the Rules of Court;
24 3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g),
25 and any other statutory basis; and

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1 4. For all such other and further relief as the Court may deem just and proper.

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3 Dated: August 10, 2020

MAHONEY LAW GROUP, APC

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7 By:

8 _____
9 Kevin Mahoney, Esq.
10 Kate Nicole G. Blanco, Esq.
11 Attorney for Plaintiff KAMIKA BENJAMIN, as
12 an individual and on behalf of all aggrieved
13 employees
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Dated: August 10, 2020



Kevin Mahoney, Esq.
Kate Nicole G. Blanco, Esq.
Attorney for Plaintiff KAMIKA BENJAMIN, as
an individual and on behalf of all aggrieved
employees

EXHIBIT A



Kevin Mahoney, Esq.
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562.590.8400 facsimile
kmahoney@mahoney-law.net

June 5, 2020

VIA ELECTRONIC FILING

LABOR AND WORKFORCE DEVELOPMENT AGENCY
Attn: PAGA Administrator
<https://dir.tfaforms.net/266>

VIA U.S. CERTIFIED MAIL #7019 0700 0001 7572 1229

Return Receipt Requested

NH Services, LLC
21325 Superior Street
Chatsworth, CA 91311

VIA U.S. CERTIFIED MAIL #7019 0700 0001 7572 1236

Return Receipt Requested

Robert F. Kull, Esq.
o/b/o NH Services, LLC
1337 Ocean Avenue, Suite B
Santa Monica, CA 90401

VIA U.S. CERTIFIED MAIL #7019 0700 0001 7572 1243

Return Receipt Requested

Noble House Home Furnishings, LLC
21325 Superior Street
Chatsworth, CA 91311

VIA U.S. CERTIFIED MAIL #7019 0700 0001 7572 1250

Return Receipt Requested

Telos Legal Corp.
o/b/o Noble House Home Furnishings, LLC
1012 College Road, Suite 201
Dover, DE 19904

Re: Kamika Benjamin v. Noble House Home Furnishings, LLC and NH Services, LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 et seq.**

To: California Labor and Workforce Development Agency, Noble House Home Furnishings, LLC,
and NH Services, LLC

From: Kamika Benjamin on behalf of herself and all other aggrieved employees.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ms. Kamika Benjamin (“Ms. Benjamin”), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. (“PAGA”) on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Noble House Home Furnishings, LLC (“Noble House”) manufactures and retails home furnishings and furniture. NH Services, LLC (“NH Services”) is an affiliate company of Noble House, and is a trucking and transportation company for related party home furnishings. Noble House is also NH Services’ “Manager or Managers” as provided in its Statement of Information filed with the California Secretary of State, Statement of Information (“SOI”) File No. 201410010305. Noble House and NH Services (collectively referred to herein as “Employers”) are thus alleged to be joint employers under the Labor Code and relevant case law. (*See, e.g., Martinez v. Combs*, 49 Cal.4th 35 (2010); Cal. Lab. Code § 2810.3.) Upon information and belief, Noble House and NH Services employ between 51 to 200 individuals, including truck drivers who transport Employers’ home furnishing products. NH Services’ principal office is located at 21325 Superior Street, Chatsworth, CA 91311, and Noble House’s “Chief Executive Office” is the same address. (State of California, Secretary of State Certificate of Conversion, File No. 201201010224.)

Ms. Benjamin alleges Employers violated various sections of the Labor Code, including §§ 201, 202, 203, 204, , 226, 510, 558, 1174, 1194, 1197, 2802, and Industrial Welfare Commission, Wage Order no. 9, subdivisions 3, 5, and 7 by failing to provide Ms. Benjamin and all other aggrieved employees all wages for all hours worked including, but not limited to, regular hours and overtime hours. Ms. Benjamin also alleges Employers violated the Labor Code for failing to provide accurate wage statements, including the accurate employer name and address. Finally, Ms. Benjamin alleges that Employers violated the Labor Code for failing to reimburse her and similarly aggrieved employees for necessary business expenditures. Ms. Benjamin worked for Employers as a truck driver from approximately July 2017 to November 2019. Ms. Benjamin and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employers as truck drivers during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

Based on currently available information, Employers utilized a rounding policy with respect to Ms. Benjamin’s and similarly aggrieved employees’ hours worked wherein the Employers benefitted from the rounding policy. Employers’ rounding policy was used in such a manner that resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked, and systematically undercompensated Ms. Benjamin and similarly aggrieved employees, as well as in failure to pay Ms. Benjamin and similarly aggrieved employees all wages owed.

As a result of Employers’ failure to pay all wages owed as described herein, Employers further failed to keep accurate payroll records and failed to provide Ms. Benjamin and other aggrieved employees with complete and accurate wage statements showing the true number of hours worked and accurate overtime/premium wages earned per pay period as a result of its rounding policy. Employers also do not have the accurate name and address of the employer in wage statements. In particular, the wage statements list the employer as:

**NH Services, LLC
Paychex PEO V LLC
970 Lake Carillon Drive Suite 400
Saint Petersburg FL 33716**

Upon information and belief, Paychex PEO V LLC is an outsourced human resource (“HR”) department that provides, among other things, payroll administration. (See Paychex Solutions, “PEO (Professional Employer Organization)” description, *available at* <https://www.paychex.com/peo>.) Further, NH Services’ business address is listed in its California Secretary of State, Statement of Information as 21325 Superior Street, Chatsworth, CA 91311, and is not listed in Ms. Benjamin’s wage statements. (SOI, File No. 201410010305.) This blatant inaccuracy in Ms. Benjamin’s and other aggrieved employees’ wage statements, including Employers’ failure to include the correct name and address of the employer, is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Employers’ failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees as a result of Employers’ rounding policy that systematically undercompensated Ms. Benjamin and similarly aggrieved employees.

Ms. Benjamin also alleges that she and other similarly aggrieved employees were required to pay for necessary business expenditures for which Employers failed to compensate them. Ms. Benjamin was required to use her personal cellphone to communicate with her coworkers both by placing a call and sending a text message, as well as installed about 2 or 3 mobile applications to communicate with her coworkers, all without reimbursement. Employers’ failure to provide full and complete reimbursement for all necessary business expenditures incurred by Ms. Benjamin and other similarly aggrieved employees is in violation of Labor Code § 2802, and actionable under PAGA.

The facts and claims contained herein are based on information available as of the date of this letter. If through discovery and/or expert review, Ms. Benjamin becomes aware of additional compensation owed or losses incurred by Ms. Benjamin or by any other similarly aggrieved employee, Ms. Benjamin expressly reserves the right to revise these facts and/or add any new claims by amending her claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Ms. Benjamin will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Noble House and NH Services. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,


Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC