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ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 04 2021

Sherri R. Carter, Executive Officer/Clerk of Court
By: Tanya Herrera, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

21STCV04434

CIARLI HOPKINS as an aggrieved
employee and private attorney general,

Plaintiff,

vs.

CAREER GROUP, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

**(1) VIOLATION OF CALIFORNIA
LABOR CODE § 2699, ET SEQ.
(PRIVATE ATTORNEYS
GENERAL ACT)**

1 Plaintiff Ciarli Hopkins (“Plaintiff”), as an aggrieved employee and as a private attorney
2 general, based upon facts that either have evidentiary support or are likely to have evidentiary
3 support after a reasonable opportunity for further investigation and discovery, alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. Plaintiff brings this action against Defendants CAREER GROUP, INC. and
6 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) as a
7 representative action on behalf of herself and certain other current and former non-exempt
8 employees of Defendants against whom one or more of the alleged violations was committed
9 (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor
10 Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the
11 alleged violations was committed. The civil penalties sought by Plaintiff exceed the minimal
12 jurisdiction limits of the Superior Court and will be established according to proof at trial.

13 2. The Court has jurisdiction over this action pursuant to the California Constitution,
14 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”
15 except those given by statute to other courts. The statutes under which this action is brought do
16 not specify any other basis for jurisdiction.

17 3. This Court has jurisdiction over Defendants because, upon information and belief,
18 Defendants are citizens of California, have sufficient minimum contacts in California, or
19 otherwise intentionally avail themselves of the California market so as to render the exercise of
20 jurisdiction over them by the California courts consistent with traditional notions of fair play and
21 substantial justice.

22 4. Venue is proper in this Court because, upon information and belief, Defendants
23 maintain offices, have agents, and/or transact business in the State of California, County of Los
24 Angeles.

24 **PARTIES**

25 5. Plaintiff Ciarli Hopkins is an individual residing in the State of California, County
26 of Los Angeles.

27 6. Defendant CAREER GROUP, INC., is and at all times herein mentioned was, a
28

corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

7. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believe, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

8. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

9. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

GENERAL ALLEGATIONS

10. Defendants are job recruitment agencies.

11. Defendants employed Plaintiff to work as a Recruiting Associate from approximately January 2, 2020 to September 11, 2020.

12. At all relevant times set forth herein, Defendants employed Plaintiff and Aggrieved Employees as hourly-paid or non-exempt employees.

13. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff and Aggrieved Employees; to directly or indirectly control work rules,

1 working conditions, wages, working hours, and conditions of employment of Plaintiff and
2 Aggrieved Employees; and to hire and terminate the employment of Plaintiff and Aggrieved
3 Employees.

4 14. At all times herein mentioned, Defendants were subject to the Labor Code of the
5 State of California and the applicable Industrial Welfare Commission Orders.

6 15. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
7 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
8 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
9 Plaintiff and Aggrieved Employees to work off the clock without compensation, thereby failing
10 to pay them for all hours worked, including minimum and overtime wages. Defendants also failed
11 to pay overtime to Plaintiff and Aggrieved Employees for all overtime hours worked based on
12 regular rates of pay correctly calculated to include all applicable remuneration, including but not
13 limited to commissions. Defendants also implemented policies that prohibited Plaintiff and the
14 Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to
15 pay Plaintiff and the Aggrieved Employees all wages owed. In addition, Defendants routinely
16 failed to permit Plaintiff and the Aggrieved Employees to take timely and duty-free meal periods
17 and rest periods in violation of California law. Defendants also failed to reimburse Plaintiff and
18 the Aggrieved Employees for all necessary business-related expenses, unlawfully withheld or
deducted wages, and failed to all wages due upon termination of employment.

19 16. Throughout the time period involved in this case, Defendants have implemented
20 policies and practices which failed to provide Plaintiff and Aggrieved Employees with timely and
21 duty-free meal periods. Defendants routinely failed to relieve Plaintiff and Aggrieved Employees
22 of all duties during their meal periods, regularly failed to relinquish control over Plaintiff and
23 Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff and
24 Aggrieved Employees a reasonable opportunity to take their meal periods, and regularly impeded
25 or discouraged Plaintiff and Aggrieved Employees from taking thirty (30) minute uninterrupted
26 meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty
27 (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more
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1 than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by
2 Plaintiff and Aggrieved Employees.

3 17. Throughout the time period involved in this case, Defendants did not adequately
4 inform Plaintiff and Aggrieved Employees of their right to take meal periods under California
5 law. Moreover, Defendants systematically disregarded their own written policies regarding the
6 provision and timing of meal periods for Plaintiff and Aggrieved Employees. Instead,
7 Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a
8 way the prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
9 and Aggrieved Employees to work through their meal periods, for which they were not
10 compensated.

11 18. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
12 and Aggrieved Employees premium wages for meal periods that were missed, late, interrupted,
13 or shortened in violation of California law. Defendants knew or should have known that Plaintiff
14 and Aggrieved Employees were entitled to receive all meal periods or payment of one additional
15 hour of pay at their regular rate of pay when a meal period was missed, short, late, and/or
16 interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
17 compliant meal periods to Plaintiff and Aggrieved Employees, and routinely failed pay one
18 additional hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a
meal period was missed, short, late, and/or interrupted.

19 19. Throughout the time period involved in this case, Defendants have implemented
20 policies and practices which prohibited Plaintiff and Aggrieved Employees from taking timely
21 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff
22 and Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift lasting
23 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
24 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
25 permit, and provide such rest breaks in the middle of each work period.

26 20. Throughout the time period involved in this case, Defendants did not adequately
27 inform Plaintiff and Aggrieved Employees of their right to take rest periods under California law.
28

Moreover, Defendants systematically disregarded their own written policies regarding the provision and timing of rest periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved Employees in a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly require Plaintiff and Aggrieved Employees to work through their rest periods.

21. Throughout the time period involved in this case, Defendants failed to pay Plaintiff and Aggrieved Employees premium wages for rest periods that were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit Plaintiff and Aggrieved Employees to take duty-free rest periods, and failed to pay one additional hour of pay to Plaintiff and Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late and/or interrupted.

22. Throughout the time period involved in this case, Defendant regularly required Plaintiff and Aggrieved Employees to perform work off-the-clock. Although Defendants prohibited overtime, Defendants still regularly required Plaintiff and Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff and Aggrieved Employees were regularly required to perform work off-the-clock for which they were not compensated.

23. Throughout the time period involved in this case, Defendants implemented policies that prohibited Plaintiff and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

24. Throughout the time period involved in this case, Plaintiff and Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

25. Throughout the time period involved in this case, Defendants regularly failed to pay overtime compensation to Plaintiff and Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.

1 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
2 receive certain wages for overtime or double overtime compensation and that they were not
3 receiving wages for overtime or double overtime compensation.

4 26. Throughout the time period involved in this case, Defendants failed to pay
5 overtime to Plaintiff and the Aggrieved Employees for all overtime hours worked based on
6 regular rates of pay correctly calculated to include all applicable remuneration including, *inter*
7 *alia*, commissions.

8 27. Throughout the time period involved in this case, Defendants regularly failed to
9 pay Plaintiff and Aggrieved Employees at least minimum wages for all hours worked. Defendants
10 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at
11 least minimum wages for all hours worked and that they were not receiving at least minimum
12 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*,
13 failing to pay Plaintiff and Aggrieved Employees at the required minimum wage pursuant to
14 California law, and requiring Plaintiff and Aggrieved Employees to perform work off the clock.

15 28. Throughout the time period involved in this case, Defendants regularly failed to
16 pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked.
17 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
18 to receive at least minimum wages for all hours worked and that they were not receiving at least
19 minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
20 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant
21 to California law, requiring Plaintiff and the Aggrieved Employees to perform work off the clock,
22 implementing inaccurate timekeeping practices that resulted in the systematic underpayment of
23 wages to Plaintiff and the Aggrieved Employees.

24 29. Throughout the time period involved in this case, Defendants regularly failed to
25 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
26 Defendant knew or should have known that Plaintiff and the Aggrieved Employees were entitled
27 to receive all wages owed to them upon termination within the time permissible under California
28 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all

1 final wages owed to them upon discharge or resignation, including overtime compensation and
2 minimum wages within any time permissible under California Labor Code section 202.

3 30. Throughout the time period involved in this case, Defendants regularly failed to
4 pay Plaintiff and Aggrieved Employees all wages within any time permissible under California
5 law, including, *inter alia*, California Labor Code section 204. Defendants knew or should have
6 known that Plaintiff and Aggrieved Employees were entitled to receive all wages owed to them
7 during their employment. Plaintiff and Aggrieved Employees did not receive payment of all
8 wages, including overtime compensation, minimum wages, and meal and rest period premiums,
9 within any time permissible under California Labor Code section 204.

10 31. Throughout the time period involved in this case, Defendants regularly failed to
11 provide complete or accurate wage statements to Plaintiff and Aggrieved Employees. Defendants
12 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
13 complete and accurate wage statements in accordance with California law, but, in fact, they did
14 not receive complete and accurate wage statements from Defendants. The deficiencies included,
15 *inter alia*, the failure to include the total number of hours worked, the actual gross wages earned,
16 the correct rates of pay and all applicable hourly rates.

17 32. Throughout the time period involved in this case, Defendants regularly failed to
18 keep complete or accurate payroll records for Plaintiff and Aggrieved Employees. Defendants
19 knew or should have known that Defendants were required keep complete and accurate payroll
20 records for Plaintiff and Aggrieved Employees in accordance with California law, but, in fact, did
21 not keep complete and accurate payroll records.

22 33. Throughout the time period involved in this case, Defendants regularly failed to
23 maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods,
24 meal periods, total daily hours, hours per pay period, and applicable pay rates.

25 34. Throughout the time period involved in this case, Defendants regularly failed to
26 pay Plaintiff and Aggrieved Employees for vested but unused vacation time. Defendants knew or
27 should have known that Plaintiff and Aggrieved Employees were entitled to receive all wages
28 owed to them upon termination, including vested and unused vacation time. Plaintiff, the Class,

1 and Aggrieved Employees did not receive payment of all final wages owed to them upon
2 discharge or resignation, including vested and unused vacation time.

3 35. Throughout the time period involved in this Case, Defendants failed to reimburse
4 Plaintiff and the Aggrieved Employees for all necessary business-related expenses, including but
5 not limited to parking fees and cell phone usage. Defendants knew or should have known that
6 Defendants were required to reimburse Plaintiff and the Aggrieved Employees for all necessary
7 business-related expenses and costs, but, in fact, failed to do so in violation of California law.

8 36. Throughout the time period involved in this case, Defendants implemented
9 policies and practices that allowed Defendant to deduct or withhold the wages paid to Plaintiff
10 and the Aggrieved Employees. Defendant's policies and practices allowing for deduction of
11 wages does not comport with any exception enumerated in California Labor Code section 224,
12 and is therefore unlawful under California law.

13 37. Throughout the time period involved in this case, Defendants knew or should have
14 known that they had a duty to compensate Plaintiff and Aggrieved Employees pursuant to
15 California law. Defendants had the financial ability to pay such compensation, but willfully,
16 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and Aggrieved
17 Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

18 38. On or about November 30, 2020 Plaintiff notified Defendants via certified mail
19 and filed an online PAGA claim notice with the California Labor and Workforce Development
20 Agency ("LWDA") identifying Defendants' violations of the California Labor Code identified in
21 this Complaint and Plaintiff's intent to bring a claim for civil penalties under California Labor
22 Code section 2698 *et seq.* in accord with Cal. Lab. Code section 2699.3. As of the filing of this
23 Complaint, the LWDA has not responded to Plaintiff's PAGA claim notice.

24 **FIRST CAUSE OF ACTION**

25 **(Violation of California Labor Code § 2699, Et Seq.)**

26 **(Against All Defendants)**

27 39. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
28 every allegation set forth above.

1 40. Plaintiff brings her first and only cause of action as a representative action on
2 behalf of herself and similarly Aggrieved Employees in the capacity as a private attorney general
3 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et
4 seq. (“PAGA”).

5 41. PAGA specifically provides for a private right of action to recover civil penalties
6 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
7 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
8 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
9 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
10 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
11 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
2699(a).

12 42. Plaintiff was employed by Defendants and the Labor Code violations alleged above
13 were committed against her during her time of employment. Plaintiff and the other non-exempt
14 employees of Defendants are therefore “aggrieved employees” as defined by California Labor
15 Code section 2699(c) in that they are all current or former employees of Defendants, and one or
16 more of the alleged violations were committed against them.

17 43. As set forth in detail above, during all times relevant to this Action, Defendant
18 has routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
19 Codes by:

- 20 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
21 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 22 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
23 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 24 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
25 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
26 hour of premium pay for meal period violations in violation of Labor Code §§
27 226.7 and 512.

- d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.
- j. Unlawfully deducting, withholding or collecting wages paid to Plaintiff and Aggrieved Employees in violation of Labor Code §§ 221.
- k. Failing to pay Plaintiff and the Aggrieved Employees for all vested but unused vacation time in violation of Labor Code § 227.3.

44. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5 and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

45. Plaintiff has exhausted her administrative remedies pursuant to Labor Code § 2699.3. On November 30, 2020, Plaintiff, through her counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff’s November 30, 2020 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

46. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

47.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1.	For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;
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2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 225.5, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

3. For such other relief as the Court deems just and proper

1 Dated: February 4, 2021

2 **PROTECTION LAW GROUP**

3 By: 
4 Amir Nayebdadash
5 Heather Davis
6 S. Emi Minne
7 Attorneys for Plaintiff
8 CIARLI HOPKINS
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: February 4, 2021

PROTECTION LAW GROUP

By: 

Amir Nayebdadash
Heather Davis
S. Emi Minne

Attorneys for Plaintiff
CIARLI HOPKINS