



Superior Court of California
County of Alameda

Superior Court of California, County of Alameda
Rene C. Davidson Alameda County Courthouse
1225 Fallon Street
Oakland, CA 94612

Receipt Nbr: 969730
Clerk: jdownie
Date: 03/25/2021

Type	Case Number	Description	Amount
Filing	RG21092909	Complaint - Other Employment	\$435.00

Total Amount Due: \$435.00
Prior Payment:
Current Payment: \$435.00
Balance Due: \$.00
Overage:
Excess Fee:
Change:

Payment Method:
Cash:
Check: \$435.00

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

PeopleReady, Inc.; and Does 1 through 20, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Fernando Magaña and Keenon Jefferson, individually and on behalf of all aggrieved employees

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
**ENDORSED
FILED
ALAMEDA COUNTY**

MAR 23 2021

CLERK OF THE SUPERIOR COURT

Deputy
MARGARET J. DOWNIE

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Rene C. Davidoson Courthouse,
1225 Fallon Street, Oakland CA 94612

CASE NUMBER: (Número del Caso):

RG 21092909

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jonathan M. Lebe, Lebe Law, APLC, 777 S. Alameda St. Los Angeles, CA 90021

DATE:

MAR 23 2021

(Fecha)

Chad Finke

Clerk, by

(Secretario)

MARGARET J. DOWNIE

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
 under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jonathan M. Lebe (SBN 284605) Lebe Law, APLC 777 S. Alameda Street, Los Angeles, CA 90021 TELEPHONE NO.: 213-358-7046 FAX NO. (Optional): ATTORNEY FOR (Name): Plaintiffs Fernando Magaña and Keenon Jefferson		FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY MAR 23 2021 CLERK OF THE SUPERIOR COURT Deputy MARGARET J. DOWNIE	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 1225 Fallon Street MAILING ADDRESS: 1225 Fallon Street CITY AND ZIP CODE: Oakland, CA 94612 BRANCH NAME: Rene C. Davidson Courthouse		CASE NUMBER: RG 21092909 JUDGE: DEPT.:	
CASE NAME: Magaña and Jefferson v. PeopleReady Inc.			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☐ Substantial amount of documentary evidence	d. ☐ Large number of witnesses e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. ☐ Substantial postjudgment judicial supervision
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3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): _____

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
 Date: March 22, 2021
 Jonathan M. Lebe

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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ENDORSED
FILED
ALAMEDA COUNTY

MAR 23 2021

CLERK OF THE SUPERIOR COURT
MARGARET J. DOWNING Deputy

Attorneys for Plaintiff Fernando Magaña and Keenon Jefferson,
Individually and on behalf of all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

Fernando Magaña and Keenon Jefferson,
individually and on behalf of all aggrieved
employees,

Plaintiff,

vs.

PeopleReady, Inc.; and Does 1 through 20,
inclusive,

Defendants.

CASE NO.: **RG 21092909**

**REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 ("PAGA")**

(1) PAGA Civil Penalties for Violations
of Labor Code §§ 1194, 1197.1 and the
Applicable Wage Order for Failure to Pay
All Minimum Wages;

(2) PAGA Civil Penalties for Violations
of Labor Code §§ 510, 1194, 1198 and the
Applicable Wage Order for Failure to Pay
All Overtime Wages;

(3) PAGA Civil Penalties for Violations
of Labor Code §§ 204, 210 and the
Applicable Wage Order for Failure to Pay
All Wages;

(4) PAGA Civil Penalties for Violations
of Labor Code §§ 226.7 and 512 and the
Applicable Wage Order for Failure to
Provide Timely and Compliant Meal
Periods;

(5) PAGA Civil Penalties for Violations
of Labor Code § 226.7 and the Applicable
Wage Order for Failure to Provide Timely
and Compliant Rest Periods;

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(6) PAGA Civil Penalties for Violations of Labor Code §§ 226(a) and 226.3 and the Applicable Wage Order for Failure to Provide Accurate and Itemized Wage Statements;

(7) PAGA Civil Penalties for Violations of Labor Code §§ 2802 and 2804 and the Applicable Wage Order for Failure to Reimburse All Reasonable and Necessary Business Related Expenses; And

(8) PAGA Civil Penalties for Violations of Labor Code §§ 201-203 for Failure to Timely Pay All Wages Due to Terminated/Separated Employees.

1 Plaintiffs Fernando Magaña and Keenon Jefferson (“Plaintiffs”), on behalf of themselves
2 and all other aggrieved employees allege as follows:

3 **INTRODUCTION**

4 1. Plaintiffs bring this representative action against Defendants PeopleReady, Inc.,
5 TrueBlue, Inc. and DOES 1 through 20, inclusive (collectively, “Defendants”), on behalf of
6 themselves individually and all other aggrieved employees by Defendants throughout California.
7 Plaintiffs were employed by Defendants as non-exempt hourly employees. Plaintiffs seek to
8 recover civil penalties for all California-based “aggrieved employees” during the “Relevant Time
9 Period” (defined as one year and 179 days before submission of the PAGA notice up to and
10 including the date of commencement of trial) who incurred wage and hour violations and losses
11 as hereinafter described.

12 2. On November 24, 2020, Plaintiffs gave notice of these claims to the California
13 Labor and Workforce Development Agency (“LWDA”) and to the agent for service of process
14 for each Defendant. Plaintiffs have not received any response from the LWDA indicating that it
15 intends to investigate these claims. Accordingly, Plaintiffs have exhausted all notice requirements
16 under the PAGA.

17 3. Plaintiffs assert claims for civil penalties as a representative of the State of
18 California, as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent
19 permitted by law, on behalf of aggrieved employees who held the positions identified herein and
20 suffered one or more of the violations alleged. Labor Code §§ 2698, *et seq.*

21 **JURISDICTION AND VENUE**

22 4. The relief sought by Plaintiffs on behalf of themselves and the aggrieved
23 employees below exceeds the minimal jurisdictional limits of the Superior Court and will be
24 established according to proof at trial. The Court has personal jurisdiction over each of the
25 parties because they are either citizens of this State, doing business in this State or otherwise
26 have minimum contacts with this State.

27 5. Based on information and belief, Plaintiffs allege that this entire action arises
28 solely under the laws of the State of California and applicable regulations of the health, safety

1 and wages of the employees residing in the State of California. Plaintiffs allege, on information
2 and belief, that no federal question is raised. Moreover, PAGA civil penalty actions are not
3 subject to federal jurisdiction.

4 6. Venue is proper in this Court because, upon information and belief, aggrieved
5 employees worked for Defendants in this county, Defendants transact business or have offices in
6 this county, and the acts and omissions alleged herein took place in this country.

7 **PARTIES**

8 **Plaintiff**

9 7. Plaintiffs are residents of California and worked for Defendants in California
10 during the relevant time periods as alleged herein.

11 **Defendants**

12 8. Defendants are corporations organized under the laws of the state of Washington
13 and headquartered in Tacoma, Washington. Defendants do businesses throughout the state of
14 California.

15 9. Plaintiffs are unaware of the true names or capacities of the defendants sued as
16 DOES 1 through 20 but will seek leave of this Court to amend this Complaint and serve such
17 fictitiously named defendants once their names and capacities become known.

18 10. Plaintiffs are informed and believe, and thereon allege, that each Defendant acted
19 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
20 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
21 are legally attributable to the other defendant. Furthermore, Defendants in all respects acted as
22 the employer and/or joint employer of Plaintiff and other aggrieved employees.

23 11. Plaintiffs are informed and believes, and thereon alleges, that each and all of the
24 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
25 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
26 the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
27 official policy of Defendants.

28 12. At all relevant times, Defendants, and each of them, acted within the scope of

1 such agency or employment, or ratified each and every act or omission complained of herein. At
2 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
3 each and all the other Defendants in proximately causing the damages herein alleged.

4 13. Plaintiffs are informed and believe, and thereon allege, that each of said
5 Defendants is in some manner intentionally, negligently or otherwise responsible for the acts,
6 omissions, occurrences and transactions alleged herein.

7 **GENERAL ALLEGATIONS**

8 14. At all relevant times mentioned herein, Defendants employed Plaintiffs and
9 other aggrieved employees as non-exempt employees.

10 15. Defendants employed Plaintiffs during the relevant time period.

11 16. Plaintiffs are informed and believe, and thereon allege, that at all times
12 mentioned herein, Defendants were advised by skilled lawyers, employees, and other
13 professionals who were knowledgeable about California's wage and hour laws, employment
14 and personnel practices, and the requirements of California law.

15 17. Plaintiffs are informed and believe, and thereon allege that Defendants have
16 maintained a consistent policy of failing to pay Plaintiffs and other aggrieved employees for
17 all hours worked, including minimum, regular and overtime wages, by requiring Plaintiffs and
18 other aggrieved employees to work off-the-clock during meal periods and at the beginning and
19 end of their shifts. Defendants employed Plaintiffs and other aggrieved employees for more
20 than 8 hours per day and more than 40 hours per workweek, or in excess of twelve (12) hours
21 in a day and/or in excess of eight (8) hours on the seventh day of work in a work week, failed
22 to pay Plaintiffs and other aggrieved employees overtime and double time compensation for
23 the overtime and double time hours Plaintiffs and other aggrieved employees worked. As a
24 result, Defendants failed to pay Plaintiffs and other aggrieved employees all their earned wages
25 engaged in a systematic pattern of wage and hour violations under the California Labor Code
26 and IWC Wage Orders.

27 18. Plaintiffs are informed and believe, and thereon allege that Defendants failed to
28 provide Plaintiff and other aggrieved employees timely, uninterrupted, off-duty meal periods of

1 no less than thirty minutes before their fifth hour of work and failed to provide a second meal
2 period on shifts of more than ten hours. Defendants required Plaintiff and other aggrieved
3 employees to be “on duty” during meal periods. As a result, when Plaintiff and other aggrieved
4 employees took meal periods, they were regularly interrupted, less than thirty minutes, or on
5 duty, and failed to compensate Plaintiff and other aggrieved employees for these missed meal
6 periods.

7 19. Plaintiffs are informed and believe, and thereon allege that Defendants employed
8 Plaintiff and other aggrieved employees for work periods of four hours or major fraction thereof
9 without rest periods of ten minutes’ net rest time and failed to compensate Plaintiffs and other
10 aggrieved employees for these missed rest periods. As a result, when Plaintiffs and other
11 aggrieved employees took rest breaks, they were regularly interrupted, less than ten minutes, or
12 on duty.

13 20. Plaintiffs are informed and believe, and thereon allege that Defendants had a
14 consistent policy of failing to reimburse Plaintiffs and other aggrieved employees for all
15 necessary and reasonable business expenses incurred, in violation of California state wage and
16 hour laws. For example, Defendants failed to reimburse Plaintiffs and other aggrieved
17 employees for the use of their personal vehicle for traveling to the assigned locations and
18 equipment, such as helmet, gloves, steel toed boots, goggle, a safety vest, and power tools.

19 21. Plaintiffs are informed and believe, and thereon allege that Defendants have
20 intentionally and willfully failed to provide Plaintiffs and other aggrieved employees with
21 complete and accurate wage statements. The deficiencies include, among other things, the
22 failure to list the gross wages earned, net wages earned, and all hours worked.

23 22. Plaintiffs are informed and believe, and thereon allege, that Defendants have
24 intentionally and willfully failed to provide Plaintiff and other aggrieved employees with timely
25 payment of wages upon separation of employment. For example, Defendants failed to pay
26 Plaintiffs and aggrieved employees their final wages upon termination and instead waited until
27 the end of the pay period to issue their final wages. In violation of the California Labor Code,
28 Plaintiffs and these aggrieved employees did not receive payment of all wages including, but not
limited to, unpaid minimum and overtime wages, meal periods premiums, and rest break

1 premiums within permissible time periods.

2 23. Plaintiffs suffered losses as detailed above as a result of these practices and is
3 therefore an aggrieved employee under Labor Code section 2699(c). Plaintiffs are informed and
4 believe that because the Defendants used identical procedures for all employees, there are many
5 other aggrieved employees who suffered the above violations including underpayment of wages,
6 non-compliant meal periods and rest breaks, failure to reimburse all reasonable and necessary
7 business expenses, and derivative violations for inaccurate pay and wage statements, and failure
8 to timely pay all wages due to employees who were separated or were terminated from
9 employment during the applicable limitations period, and for which recovery under PAGA is
10 owed.

11 **FIRST CAUSE OF ACTION**

12 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 1194,**
13 **1197.1 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL**
14 **MINIMUM WAGES**

15 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

16 24. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
17 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
18 LWDA dated November 24, 2020.

19 25. The Labor Code and the Wage Order provide that in the State of California an
20 employer must pay a minimum wage to an employee, which is eight dollars (\$8.00) per hour for
21 all hours worked effective January 1, 2008, nine dollars (\$9.00) per hour for all hours worked
22 effective July 1, 2014, ten dollars (\$10.00) per hour for all hours worked effective January 1,
23 2016, ten dollars and fifty cents (\$10.50) per hour for all hours worked effective January 1, 2017,
24 eleven dollars (\$11.00) per hour for all hours worked effective January 1, 2018, twelve dollars
25 (\$12.00) per hour for all hours worked effective January 1, 2019, thirteen dollars (\$13.00) per
26 hour for all hours worked effective January 1, 2020, and fourteen dollars (\$14.00) per hour for
27 all hours worked effective January 1, 2021.

28 26. Labor Code section 1194 states: “Notwithstanding any agreement to work for a

1 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
2 compensation applicable to the employee is entitled to recover in a civil action the unpaid
3 balance of the full amount of this minimum wage or overtime compensation, including interest
4 thereon, reasonable attorney's fees, and costs of suit."

5 27. Here, based on the foregoing, Defendants deprived Plaintiffs and similarly
6 aggrieved employees of their rightfully earned minimum wage compensation, including overtime
7 compensation at the minimum wage rate, as a direct and proximate result of Defendants' failure
8 to pay said compensation. Consequently, Plaintiffs, on behalf of themselves and other aggrieved
9 employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

10 28. Labor Code section 1197.1(a)(1) provides that: "For any initial violation that is
11 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
12 period for which the employee is underpaid. This amount shall be in addition to an amount
13 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
14 applicable penalties imposed pursuant to Section 203."

15 29. Labor Code section 1191.1(a)(2) provides that: "For each subsequent violation for
16 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
17 pay period for which the employee is underpaid regardless of whether the initial violation is
18 intentionally committed. This amount shall be in addition to an amount sufficient to recover
19 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties
20 imposed pursuant to Section 203.

21 30. Violations of the Wage Orders are governed by the civil penalty provisions of
22 Labor Code section 558: "(a) Any employer or other person acting on behalf of an employer who
23 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
24 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
25 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
26 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
27 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
28 employee was underpaid."

1 31. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
2 to Labor Code section 1197.1(a) for violations of statutes and subject to civil penalties for
3 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
4 according to proof.

5 32. Plaintiffs will seek recovery of attorneys' fees pursuant to Labor Code section
6 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
7 labor laws and applicable regulations is determined to be in the public interest and consistent
8 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
9 and subject to Court approval.

10 **SECOND CAUSE OF ACTION**

11 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 510,**
12 **1194, 1198 AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL**
13 **OVERTIME WAGES**

14 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

15 33. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
16 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
17 LWDA dated November 24, 2020.

18 34. Labor Code section 510(a) states in pertinent part that: "Eight hours of labor
19 constitutes a day's work. Any work in excess of eight hours in one workday and any work in
20 excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of
21 work in any one workweek shall be compensated at the rate of no less than one and one-half
22 times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall
23 be compensated at the rate of no less than twice the regular rate of pay for an employee."

24 35. Labor Code section 1194 states: "Notwithstanding any agreement to work for a
25 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
26 compensation applicable to the employee is entitled to recover in a civil action the unpaid
27 balance of the full amount of this minimum wage or overtime compensation, including interest
28 thereon, reasonable attorney's fees, and costs of suit."

1 36. Each of these statutes is listed in Labor Code section 2699.5 as a statute for which
2 violation of has been established to be subject to the default civil penalty provisions in Labor
3 Code section 2699(f)(2). That section provides: “(f) For all provisions of this code except those
4 for which a civil penalty is specifically provided, there is established a civil penalty for a
5 violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person
6 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each
7 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
8 each aggrieved employee per pay period for each subsequent violation.”

9 37. Here, based on the foregoing, Defendants deprived Plaintiffs and similarly
10 aggrieved employees of their rightfully earned overtime compensation as a direct and proximate
11 result of Defendants’ failure to pay said compensation. Consequently, Plaintiffs, on behalf of
12 themselves and other aggrieved employees, intends to seek civil penalties pursuant to the PAGA
13 for the alleged violations.

14 38. Violations of the Wage Orders are governed by the civil penalty provisions of
15 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
16 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
17 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
18 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
19 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
20 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
21 employee was underpaid.”

22 39. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
23 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for
24 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
25 according to proof.

26 40. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section
27 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
28 labor laws and applicable regulations is determined to be in the public interest and consistent

1 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
2 and subject to Court approval.

3 **THIRD CAUSE OF ACTION**

4 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 204, 210 AND** 5 **THE APPLICABLE WAGE ORDER FOR FAILURE TO PAY ALL WAGES** 6 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

7 41. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
8 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
9 LWDA dated November 24, 2020.

10 42. Labor Code section 204(a) provides: “All wages, other than those mentioned in
11 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
12 payable twice during each calendar month, on days designated in advance by the Employers as
13 the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar
14 month shall be paid for between the 16th and the 26th day of the month during which the labor
15 was performed, and labor performed between the 16th and the last day, inclusive, of any calendar
16 month, shall be paid for between the 1st and 10th day of the following month.”

17 43. Labor Code section 210(a) provides: “(a) **In addition to, and entirely**
18 **independent and apart from, any other penalty provided in this article**, every person who
19 fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2,
20 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation,
21 one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
22 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to
23 pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

24 44. This statute is listed in Labor Code section 2699.5 as a statute for which violation
25 of has been established to be subject to the default civil penalty provisions in Labor Code section
26 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a
27 civil penalty is specifically provided, there is established a civil penalty for a violation of these
28 provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or

1 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per
2 pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee
3 per pay period for each subsequent violation.”

4 45. Here, based on the foregoing, Defendants deprived Plaintiffs and similarly
5 aggrieved employees of their rightfully earned compensation, including overtime compensation
6 and hours at the minimum wage rate, as a direct and proximate result of Defendants’ failure to
7 pay said compensation. Consequently, Plaintiffs, on behalf of themselves and other aggrieved
8 employees, intends to seek civil penalties pursuant to the PAGA for the alleged violations.

9 46. Violations of the Wage Orders are governed by the civil penalty provisions of
10 Labor Code section 558: “(a) Any Employers or other person acting on behalf of an Employers
11 who violates, or causes to be violated, a section of this chapter or any provision regulating hours
12 and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
13 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
14 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
15 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
16 employee was underpaid.”

17 47. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
18 to Labor Code section 2699.5 for violations of statutes and subject to civil penalties for
19 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
20 according to proof.

21 48. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section
22 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
23 labor laws and applicable regulations is determined to be in the public interest and consistent
24 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
25 and subject to Court approval.

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2 **FOURTH CAUSE OF ACTION**

3 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512,**
4 **AND THE APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE**
5 **TIMELY AND COMPLIANT MEAL PERIODS**

6 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

7 49. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
8 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
9 LWDA dated November 24, 2020.

10 50. Labor Code section 226.7(b) provides that: “An employer shall not require an
11 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
12 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
13 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
14 Health.”

15 51. Labor Code section 226.7(c) provides: “If an employer fails to provide an
16 employee a meal or rest or recovery period in accordance with a state law, including, but not
17 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
18 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
19 Occupational Safety and Health, the Employers shall pay the employee one additional hour of
20 pay at the employee’s regular rate of compensation for each workday that the meal or rest or
21 recovery period is not provided.”

22 52. Labor Code section 512(a) states in pertinent part: “(a) An employer shall not
23 employ an employee for a work period of more than five hours per day without providing the
24 employee with a meal period of not less than 30 minutes, except that if the total work period per
25 day of the employee is no more than six hours, the meal period may be waived by mutual
26 consent of both the Employers and employee. An Employers shall not employ an employee for a
27 work period of more than 10 hours per day without providing the employee with a second meal
28 period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,

1 the second meal period may be waived by mutual consent of the Employers and the employee
2 only if the first meal period was not waived.”

3 53. Here, based on the foregoing, Defendants employed Plaintiffs and aggrieved
4 employees for work periods of more than five hours without a timely meal period of not less than
5 thirty minutes, where they were free from employer control, and failed to compensate them for
6 such meal periods, as required by Labor Code § 226.7 and the applicable Wage Order.

7 54. Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code
8 section 2699.5 as statutes for which violations of have been established to be subject to the
9 default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For
10 all provisions of this code except those for which a civil penalty is specifically provided, there is
11 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
12 the alleged violation, the person employs one or more employees, the civil penalty is one
13 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
14 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
15 violation.”

16 55. Violations of the Wage Orders are governed by the civil penalty provisions of
17 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
18 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
19 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
20 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
21 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
22 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
23 employee was underpaid.”

24 56. Accordingly, the Defendants are subject to assessment of civil penalties pursuant
25 to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
26 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
27 according to proof.

28 57. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section

1 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
2 labor laws and applicable regulations is determined to be in the public interest and consistent
3 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
4 and subject to Court approval.

5 **FIFTH CAUSE OF ACTION**

6 **PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE § 226.7 AND THE**
7 **APPLICABLE WAGE ORDER FOR FAILURE TO PROVIDE TIMELY**
8 **AND COMPLIANT REST PERIODS**

9 **(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)**

10 58. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein
11 by this reference as if all prior paragraphs were set forth in full, including the Notice to the
12 LWDA dated November 24, 2020.

13 59. Labor Code section 226.7(b) provides: “An employer shall not require an
14 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
15 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the
16 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
17 Health.”

18 60. Labor Code section 226.7(c) provides: “If an employer fails to provide an
19 employee a meal or rest or recovery period in accordance with a state law, including, but not
20 limited to, an applicable statute or applicable regulation, standard, or order of the Industrial
21 Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of
22 Occupational Safety and Health, the Employers shall pay the employee one additional hour of
23 pay at the employee’s regular rate of compensation for each workday that the meal or rest or
24 recovery period is not provided.”

25 61. Here, based on the foregoing, Defendants employed Plaintiffs and aggrieved
26 employees for work periods of four hours or major fraction thereof without timely rest periods of
27 ten minutes where they were free of employer control, and failed to compensate them for such
28 rest periods, as required by Labor Code section 226.7 and the applicable Wage Order.

1 62. Labor Code sections 226.7 is a statute specifically listed in Labor Code section
2 2699.5 as statutes for which violations of have been established to be subject to the default civil
3 penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all
4 provisions of this code except those for which a civil penalty is specifically provided, there is
5 established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of
6 the alleged violation, the person employs one or more employees, the civil penalty is one
7 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
8 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
9 violation.”

10 63. Violations of the Wage Orders are governed by the civil penalty provisions of
11 Labor Code section 558: “(a) Any employer or other person acting on behalf of an employer who
12 violates, or causes to be violated, a section of this chapter or any provision regulating hours and
13 days of work in any order of the Industrial Welfare Commission shall be subject to a civil
14 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee
15 for each pay period for which the employee was underpaid; (2) For each subsequent violation,
16 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
17 employee was underpaid.”

18 64. Accordingly, Defendants are subject to assessment of civil penalties pursuant to
19 Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for
20 violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount
21 according to proof.

22 65. Plaintiffs will seek recovery of attorneys’ fees pursuant to Labor Code section
23 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California
24 labor laws and applicable regulations is determined to be in the public interest and consistent
25 with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof
26 and subject to Court approval.

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(By Plaintiffs on behalf of all similarly aggrieved employees and against each Defendant)

66. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein

67. Labor Code section 226(a) provides in pertinent part: “(a) An employer,

68. Labor Code section 226.3 provides in pertinent part: “Any employer who violates

69. Here, during Plaintiffs and aggrieved employees' employment with Defendants,

1 timely and accurate wage and hour statements showing, among other things, gross and net wages
2 earned, total hours worked, all hours worked at the applicable hourly rate, and all applicable
3 hourly rates in effect during each pay period and the corresponding number of hours worked at
4 each hourly rate.

5 70. Defendants systemically failed to provide such wage statements with accurate
6 information and engaged in a policy of failing to pay for all hours actually worked.

7 71. The aforementioned conduct violated Labor Code section 226(a). It also violated
8 the applicable Wage Order on required recordkeeping. Finally, the practices described herein
9 violate Labor Code section 226.3, which assigns a specific civil penalty scheme for enforcement
10 actions by the Department of Labor Standards and Enforcement (“DLSE”) or the LWDA.

11 72. Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for
12 which civil penalties may be recovered under the default civil penalty scheme outlined in Labor
13 Code section 2699(f)(2), cited above.

14 73. Labor Code section 226.3 provides an additional recoverable penalty “in the
15 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and
16 one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The
17 civil penalty assessments under Section 226.3 “are **in addition** to any other penalty provided by
18 law.” [Emphasis added.]

19 74. Consequently, Plaintiffs, on behalf of themselves and other aggrieved employees,
20 seeks to recover civil penalties pursuant to the PAGA for the alleged violations in an amount
21 according to proof and subject to Court approval.

22 75. Plaintiffs will also seek recovery of attorneys’ fees and litigation expenses
23 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
24 extent enforcement of California labor laws and applicable regulations is determined to be in the
25 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
26 amount according to proof and subject to Court approval.

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SEVENTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 2802, 2804 AND
THE APPLICABLE WAGE ORDER FOR FAILURE TO REIMBURSE ALL
REASONABLE AND NECESSARY BUSINESS EXPENSES**

(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)

76. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated November 24, 2020.

77. California Labor Code section 2802(a) provides: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

78. California Labor Code section 2802(b) provides: “All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

79. California Labor Code section 2802(c) provides: “For purposes of this section, the term ‘necessary expenditures or losses shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

80. California Labor Code section 2802(d) provides: “In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.”

1 81. California Labor Code section 1197.1 provides: “(1) For any initial violation that
2 is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
3 period for which the employee is underpaid. This amount shall be in addition to an amount
4 sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any
5 applicable penalties imposed pursuant to Section 203. (2) For each subsequent violation for the
6 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
7 pay period for which the employee is underpaid regardless of whether the initial violation is
8 intentionally committed. This amount shall be in addition to liquidated damages pursuant to
9 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

10 82. Business expenses incurred by employees for work are not waivable, and
11 Defendants are liable if the expenses were required in order to perform work. Here, Plaintiffs
12 and other aggrieved employees did not receive adequate reimbursement for necessary business
13 expenses, including but not limited to reimbursement for use of their personal vehicle and the
14 purchase of equipment, such as helmet, gloves, steel toed boots, goggles, a safety vest, and
15 power tools.

16 83. As a result of Defendants’ conduct, Plaintiffs, on behalf of themselves and other
17 aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged
18 failure to pay business-related expenses, in an amount according to proof and subject to Court
19 approval.

20 84. Plaintiffs will also seek recovery of attorneys’ fees and litigation expenses
21 pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the
22 extent enforcement of California labor laws and applicable regulations is determined to be in the
23 public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an
24 amount according to proof and subject to Court approval.

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EIGHTH CAUSE OF ACTION

**PAGA CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE §§ 201-203 FOR
FAILURE TO TIMELY PAY ALL WAGES DUE TO
TERMINATED/SEPARATED EMPLOYEES**

(By Plaintiffs on behalf of all similarly aggrieved employees against each Defendant)

85. Plaintiffs incorporate the preceding paragraphs of this Complaint expressly herein by this reference as if all prior paragraphs were set forth in full, including the Notice to the LWDA dated November 24, 2020.

86. Labor Code section 201 provides in part: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

87. Labor Code section 202 provides in part: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

88. Labor Code section 203 provides: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves or themselves to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment."

89. Labor Code section 203 is a statute listed under Labor Code section 2699.5 for which civil penalties may be recovered under the default civil penalty scheme outlined in Labor Code section 2699(f)(2), cited above.

90. Here, Plaintiffs and other aggrieved employees who were separated or were terminated from their employment within the applicable limitations period were not paid all wages due in a timely manner including as detailed above. Defendants failed to pay final wages upon termination and instead waited until the pay period ended to pay final wages.

91. Consequently, Plaintiffs, on behalf of themselves and other aggrieved employees, seeks to recover civil penalties pursuant to the PAGA for the alleged violations per pay period in an amount according to proof and subject to Court approval.

92. Plaintiffs will also seek recovery of attorneys' fees and litigation expenses pursuant to Labor Code section 2699(g) and/or Code of Civil Procedure section 1021.5 to the extent enforcement of California labor laws and applicable regulations is determined to be in the public interest and consistent with the Legislative intent stated in Labor Code section 90.5, in an amount according to proof and subject to Court approval.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of all other similarly aggrieved employees, pray for judgment against Defendants as follows:

1. For civil penalties against Defendants on behalf of all aggrieved employees;
2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure § 1021.5; and
3. For such other relief as the Court deems just and proper.

DATED: March 22, 2021

Lebe Law, APLC

By:

Jonathan M. Lebe

Attorney for Plaintiffs Fernando Magaña
and Keenon Jefferson, Individually and on behalf
of all other aggrieved employees

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title: Magaña and Jefferson v. PeopleReady, Inc.

Case Number:

CIVIL CASE COVER SHEET ADDENDUM

THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

[] Hayward Hall of Justice (447)

[X] Oakland, Rene C. Davidson Alameda County Courthouse (446)

[] Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[] 34 Auto tort (G) Is this an uninsured motorist case? [] yes [] no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	[] 75 Asbestos (D) [] 89 Product liability (not asbestos or toxic tort/environmental) (G) [] 97 Medical malpractice (G) [] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	[] 79 Bus tort / unfair bus. practice (G) [] 80 Civil rights (G) [] 84 Defamation (G) [] 24 Fraud (G) [] 87 Intellectual property (G) [] 59 Professional negligence - non-medical (G) [] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	[] 38 Wrongful termination (G) [X] 85 Other employment (G) [] 53 Labor comm award confirmation [] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	[] 04 Breach contract / Wrnty (G) [] 81 Collections (G) [] 86 Ins. coverage - non-complex (G) [] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	[] 18 Eminent domain / Inv Cdm (G) [] 17 Wrongful eviction (G) [] 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	[] 94 Unlawful Detainer - commercial [] 47 Unlawful Detainer - residential [] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [] Yes [] No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	[] 41 Asset forfeiture [] 62 Pet. re: arbitration award [] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [] Yes [] No [] 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	[] 77 Antitrust / Trade regulation [] 82 Construction defect [] 78 Claims involving mass tort [] 91 Securities litigation [] 93 Toxic tort / Environmental [] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[] 19 Enforcement of judgment [] 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	[] 90 RICO (G) [] 88 Partnership / Corp. governance (G) [] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[] 06 Change of name [] 69 Other petition