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SUPERIOR COURT OF THE STATE OF CALIFORNIA**IN AND FOR THE COUNTY OF LOS ANGELES**

CHRISTOPHER ROMAIN and
TREVOR AVERS, on behalf of the
State of California, as private attorney
generals,

Plaintiffs,

vs.

WEST PUBLISHING
CORPORATION, a Corporation; and
Does 1 through 50, Inclusive,

Defendants.

Case No. 21STCV20170**REPRESENTATIVE ACTION
COMPLAINT**

1. Civil Penalties Pursuant to Labor Code §
2699, *et seq.*, for violations of Labor Code
§§ 201, 202, 203, 204 *et seq.*, 210, 221,
227.3, 246, 2802

1 Plaintiffs Christopher Romaine and Trevor Avers ("PLAINTIFFS"), on behalf of the
2 people of the State of California and as "aggrieved employees" acting as private attorney
3 generals under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA")
4 only, allege on information and belief, except for their own acts and knowledge which are based
5 on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFFS bring this action against Defendant WEST PUBLISHING
8 CORPORATION ("DEFENDANT") seeking only to recover PAGA civil penalties for
9 themselves, and on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFFS do **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699.** To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFFS do not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA to permit individuals to bring an action on
16 behalf of themselves and on behalf of others for PAGA penalties *only*, which is the precise and
17 sole nature of this action.

18 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
19 DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that
20 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
21 complaint should be construed as attempting to obtain any relief that would not be available in
22 a PAGA-only action.

23 **THE PARTIES**

24 4. Plaintiff Christopher Romaine worked for Defendant West Publishing
25 Corporation ("DEFENDANT") in California from January of 2020 to August of 2020 as a
26 Client Development Consultant. Plaintiff Trevor Avers worked for DEFENDANT in California
27 from October of 2019 to February of 2021 as a Client Development Consultant.
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1 5. DEFENDANT is a business owned by Thomson Reuters that publishes legal,
2 business, and regulatory information in print, and on electronic services such as Westlaw. Since
3 the late 19th century, West has been one of the most prominent publishers of legal materials in
4 the United States.

5 6. PLAINTIFFS, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, bring this Representative Action on behalf of the State of California with respect to
8 themselves and all individuals who are or previously were employed by DEFENDANT and
9 worked in California (“AGGRIEVED EMPLOYEES”) during the time period of March 11,
10 2020 until a date as determined by the Court (the "PAGA PERIOD").

11 7. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
12 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
13 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
14 DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
15 227.3, 246, 2802, and the applicable Wage Order(s).¹ Based upon the foregoing, PLAINTIFFS
16 and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor
17 Code § 2699, *et seq.*

18 8. The true names and capacities, whether individual, corporate, associate or
19 otherwise of the Defendants sued herein as DOES 1 through 50, inclusive, are presently
20 unknown to the PLAINTIFFS who therefore sue these Defendants by such fictitious names
21 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS are informed and believe, and based
22 thereon, allege that each of the Defendants designated herein is legally responsible in some
23 manner for the unlawful acts referred to herein. PLAINTIFFS will seek leave of Court to
24 amend this Complaint to reflect the true names and capacities of the Defendants when they have
25 been ascertained and become known.

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28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor Code
§558(a)(3).

1 9. The agents, servants and/or employees of the Defendants and each of them acting
2 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
3 agent, servant and/or employee of the Defendants, and personally participated in the conduct
4 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
5 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
6 all Defendants are jointly and severally liable to the PLAINTIFFS and the other AGGRIEVED
7 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
8 agents, servants and/or employees.

9
10 **THE CONDUCT**

11 10. DEFENDANT as a matter of corporate policy, practice and procedure,
12 intentionally and knowingly failed to reimburse and indemnify, PLAINTIFFS and the other
13 AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFFS and
14 other AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf
15 of DEFENDANT, including but not limited to for use of personal cellular telephones, personal
16 vehicles, and home offices. Under California Labor Code Section 2802, employers are required
17 to indemnify employees for all expenses incurred in the course and scope of their employment.
18 Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee
19 for all necessary expenditures or losses incurred by the employee in direct consequence of the
20 discharge of his or her duties, or of his or her obedience to the directions of the employer, even
21 though unlawful, unless the employee, at the time of obeying the directions, believed them to
22 be unlawful."

23 11. For example, in the course of their employment PLAINTIFFS and other
24 AGGRIEVED EMPLOYEES as a business expense, were required by DEFENDANT to use
25 their own personal cellular phones as a result of and in furtherance of their job duties as
26 employees for DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the
27 cost associated with the use of their personal cellular phones for DEFENDANT's benefit. By
28 example, DEFENDANT required PLAINTIFFS to use their personal cell phones to

1 communicate with DEFENDANT's employees and also with DEFENDANT's customers.
2 Additionally, DEFENDANT required PLAINTIFFS and other AGGRIEVED EMPLOYEES
3 to use their personal vehicles in order to meet with clients throughout California.
4 DEFENDANT failed to reimburse PLAINTIFFS and other AGGRIEVED EMPLOYEES for
5 all of their vehicle expenses incurred as a result of these job duties. Finally, DEFENDANT
6 failed to pay all necessary expenses incurred for the use of PLAINTIFFS' and AGGRIEVED
7 EMPLOYEES' home offices. DEFENDANT knew or should have known PLAINTIFFS were
8 using their own personal cell phones, personal vehicles and home offices to conduct company
9 business and DEFENDANT knew that PLAINTIFFS and AGGRIEVED EMPLOYEES were
10 not reimbursed correctly for all of their expenses incurred. As a result, in the course of their
11 employment with DEFENDANT the PLAINTIFFS and other AGGRIEVED EMPLOYEES
12 incurred unreimbursed business expenses which included, but were not limited to, costs related
13 to the use of their personal cellular phones, personal vehicles and home offices all on behalf of
14 and for the benefit of DEFENDANT.

15 12. DEFENDANT also underpaid sick pay wages to PLAINTIFFS and other
16 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay.
17 Specifically, PLAINTIFFS and other AGGRIEVED EMPLOYEES earned non-discretionary
18 remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick
19 pay to PLAINTIFFS and other AGGRIEVED EMPLOYEES at their base rates of pay.

20 13. At all times during the term of the their employment with DEFENDANT,
21 PLAINTIFFS and AGGRIEVED EMPLOYEES earned and accrued vested vacation and
22 holiday time on the date of their termination pursuant to DEFENDANT's uniform vacation
23 policies and applicable California law. The amount of vacation pay PLAINTIFFS and the other
24 AGGRIEVED EMPLOYEES earned and accumulated is evidenced by DEFENDANT's
25 business records. During the PAGA PERIOD, DEFENDANT executed the unlawful uniform
26 policy and systematic practice of improper accounting of earned vacation by instituting a "use
27 it or lose it policy" and thereby failed to pay PLAINTIFFS and other AGGRIEVED
28

1 EMPLOYEES the total amount of vacation pay due to them upon termination of their
2 employment with DEFENDANT. As a result of DEFENDANT's unlawful practice, policy and
3 procedure to deny paying the PLAINTIFFS and the other AGGRIEVED EMPLOYEES all of
4 their vested vacation and holiday time, DEFENDANT failed to pay the PLAINTIFFS and the
5 AGGRIEVED EMPLOYEES all vested vacation time as wages due upon employment
6 termination, in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. This
7 failure by DEFENDANT is believed to be the result of DEFENDANT's unlawful, unfair and
8 deceptive refusal to provide compensation for earned, accrued and vested vacation and holiday
9 time. DEFENDANT perpetrated this unlawful, unfair and deceptive practice to the detriment
10 of the PLAINTIFFS and the AGGRIEVED EMPLOYEES. DEFENDANT's uniform practice
11 and policy of failing to pay the AGGRIEVED EMPLOYEES for all vested vacation and holiday
12 time accumulated at employment termination violated and continues to violate Section 227.3
13 of the California Labor Code.

14 14. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
15 to collect or receive from an employee any part of wages theretofore paid by said employer to
16 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS and other
17 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
18 PLAINTIFFS and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
19 deductions from compensation payable to PLAINTIFFS and the AGGRIEVED EMPLOYEES,
20 and thereby failed to pay these employees all wages due at each applicable pay period and upon
21 termination. PLAINTIFFS and AGGRIEVED EMPLOYEES seek recovery of all illegal
22 deductions from wages according to proof, related penalties, interest, attorney fees and costs

23 15. All of the conduct and violations alleged herein occurred during the PAGA
24 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
25 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that
26 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
27 AJDAR 12157 (Certified for Publication 12/19/18).

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JURISDICTION AND VENUE

16. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

17. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT, reside in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFFS and the AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFFS and Against All Defendants)

18. PLAINTIFFS incorporate by reference the allegations set forth in the prior paragraphs as though fully set forth at this point.

19. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

20. PLAINTIFFS, and such persons that may be added from time to time who

1 satisfy the requirements and exhaust the administrative procedures under the Private
2 Attorney General Act, bring this Representative Action on behalf of the State of California
3 with respect to themselves and all individuals who are or previously were employed by
4 DEFENDANT and worked in California (the "AGGRIEVED EMPLOYEES") during the
5 time period of March 11, 2020 until a date as determined by the Court (the "PAGA
6 PERIOD").

7 21. On March 11, 2021, PLAINTIFFS gave written notice by electronic mail to
8 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
9 employer of the specific provisions of this code alleged to have been violated as required by
10 Labor Code § 2699.3. The statutory waiting period for PLAINTIFFS to add these
11 allegations to the Complaint has expired. As a result, pursuant to Section 2699.3,
12 PLAINTIFFS may now commence a representative civil action under PAGA pursuant to
13 Section 2699 as the proxies of the State of California with respect to all AGGRIEVED
14 EMPLOYEES as herein defined.

15 22. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to reimburse PLAINTIFFS and the
17 other AGGRIEVED EMPLOYEES for required expenses and (b) failed to pay
18 PLAINTIFFS and the other AGGRIEVED EMPLOYEES accrued vacation and sick pay
19 wages when due, all in violation of the applicable Labor Code sections listed in Labor Code
20 Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 227.3, 246, 2802, and the applicable
21 Industrial Wage Order(s), and thereby gives rise to civil penalties as a result of such
22 conduct.² PLAINTIFFS hereby seek recovery of only civil penalties as prescribed by the
23 Labor Code Private Attorney General Act of 2004 as the representatives of the State of
24 California for the illegal conduct perpetrated on PLAINTIFFS and the other AGGRIEVED
25 EMPLOYEES.

26 _____
27 ²Plaintiffs specifically exclude and/or do not allege any claims under California Labor Code
28 §558(a)(3).

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2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
4 severally, as follows:

5 1. On behalf of the State of California and with respect to all AGGRIEVED
6 EMPLOYEES:

7 A) Recovery of civil penalties as prescribed by the Labor Code Private
8 Attorneys General Act of 2004; and,

9 B) An award of attorneys' fees and cost of suit, as allowable under the
10 law, including, but not limited to, pursuant to Labor Code §2699.
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12 Dated: May 28, 2021

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP
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15 By: /s/ Norman Blumenthal
16 Norman B. Blumenthal
Attorneys for Plaintiff
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