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Superior Court of California
County of Riverside
5/7/2021
A. Vargas
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JAMES FLOURNOY, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2102372

**REPRESENTATIVE PAGA ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LAB. CODE § 2698, ET
SEQ.
DEMAND OVER \$25,000**

1 Plaintiff James Flournoy (“Plaintiff”) hereby submits this Representative Action
2 Complaint (“Complaint”) against Defendant Partners Personnel – Management Services, LLC
3 (“Defendant”) and Does 1-50 (collectively, “Defendants”), as an individual and on behalf of all
4 other similarly situated current and former employees of Defendants for penalties and/or
5 damages for failure to provide off-duty rest periods, failure to pay all wages owed upon
6 separation of employment, and failure to provide accurate itemized wage statements, in violation
7 of the California Labor Code as follows:

8 **INTRODUCTION**

9 1. This representative action is within the Court’s jurisdiction under California
10 Labor Code sections 201, 202, 203, 226(a), 226.7 and 2698 *et seq.*, and the applicable Wage
11 Orders of the California Industrial Welfare Commission (“IWC”).

12 2. This complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code against individuals who worked for Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 jointly and severally have acted intentionally and with deliberate indifference and conscious
16 disregard to the rights of all employees by failing to provide compliant off-duty rest periods,
17 failing to pay all wages owed upon separation of employment, and failing to provide accurate
18 itemized wage statements to Plaintiff and other employees, in compliance with the California
19 Labor Code.

20 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
21 engaged in, among other things a system of willful violations of the California Labor Code by
22 creating and maintaining policies, practices and customs that knowingly deny employees the
23 above stated rights and benefits.

24 **JURISDICTION AND VENUE**

25 5. The Court has jurisdiction over the violations of the California Labor Code
26 sections 201, 202, 203, 226(a), 226.7 and 2698 *et seq.*

27 6. Venue is proper in Riverside County because Plaintiff worked for Defendant in
28 this County.

PARTIES

7. Plaintiff was employed by Defendant for approximately two and a half years through various assignments. Plaintiff's most recent assignment began in or around January 2020 and ended on or about June 18, 2020. Plaintiff was employed as a Warehouse Stocker and worked as an hourly, non-exempt employee.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201, 202, 203, 226(a), 226.7 and 2698 *et seq.*, and the applicable IWC Wage Orders.

9. Plaintiff is informed and believes and based thereon alleges that Defendant Partners Personnel – Management Services, Inc. was and is a Delaware limited liability company doing business in the State of California, and in the County of Riverside. Plaintiff is informed and believes, and based thereon alleges, that Defendant is in the business of staffing and recruitment.

10. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code sections 201, 202, 203, 226(a), 226.7 and 2698 *et seq.*

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

12. At all times herein mentioned, each of said Defendants participated in the doing

1 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
2 Defendants, and each of them, were the agents, servants, and employees of each of the other
3 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
4 acting within the course and scope of said agency and employment.

5 13. Plaintiff is informed and believes and based thereon alleges that at all times
6 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
7 joint venturer of, or working in concert with each of the other co-defendants and was acting
8 within the course and scope of such agency, employment, joint venture, or concerted activity.
9 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
10 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
11 Defendants.

12 14. At all times herein mentioned, Defendants, and each of them, were members of,
13 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
14 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15 15. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
18 herein mentioned, Defendants, and each of them, ratified each and every act or omission
19 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
21 the damages as herein alleged.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTION 2698, *ET SEQ.***

24 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
25 **AGAINST ALL DEFENDANTS)**

26 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
27 though fully set forth herein.

28 17. Plaintiff brings this cause of action as a proxy for the State of California and in

1 this capacity, seeks penalties on behalf of all Aggrieved Employees from September 6, 2019,
2 through the present, for Defendant's violations of Labor Code sections 201, 202, 203, 226(a),
3 and 226.7, arising from Defendant's policy and practice of: (a) failing to authorize and permit
4 off-duty rest periods to Aggrieved Employees, or provide rest period premium compensation in
5 lieu thereof, in violation of Labor Code section 226.7; (b) failing to pay all earned wages upon
6 separation of employment to Aggrieved Employees, in violation of Labor Code sections 201,
7 202 and 203; and (c) failing to provide accurate, itemized wage statements to Aggrieved
8 Employees, in violation of Labor Code section 226(a).

9 18. Plaintiff and Aggrieved Employees regularly worked shifts of three and one-half
10 (3.5) hours or more per day, and accordingly had a right to take a 10-minute off-duty rest period
11 each day. Furthermore, Plaintiff and Aggrieved Employees who worked shifts of seven and one-
12 half (7.5) hours or more per day had a right to take a second 10-minute rest period.

13 19. At all relevant times, Defendant failed in its affirmative obligation to ensure that
14 Plaintiff and Aggrieved Employees had the opportunity to take off-duty rest periods in
15 accordance with the mandates of the California Labor Code and the applicable IWC Wage
16 Order. Specifically, Defendant required Plaintiff and Aggrieved Employees to remain on work
17 premises during their rest breaks. As a result of said policy and practice, Plaintiff and Aggrieved
18 Employees remained on-duty, and under Defendant's control. Thus, Defendant is responsible for
19 paying premium compensation for missed/noncompliant rest periods pursuant to Labor Code
20 section 226.7 and the applicable IWC Wage Order. However, as a pattern and practice,
21 Defendant failed to pay rest period premium compensation to Plaintiff and Aggrieved Employees
22 for each missed rest period.

23 20. Defendant failed in its affirmative obligation to provide accurate itemized wage
24 statements, in violation of Labor Code section 226(a). In particular, as a result of rest period
25 violations identified above, the wage statements issued to Plaintiff and Aggrieved Employees
26 failed to accurately identify the gross and net wages earned due to the unpaid rest period
27 premium pay.

28 21. As a pattern and practice, Defendant violated Labor Code sections 201, 202 and

203 by issuing final payment of wages to Plaintiff and Aggrieved Employees more than 72 hours after termination of employment. For example, while Plaintiff's employment ended on June 18, 2020, he did not receive his final paycheck until approximately two weeks later. Additionally, as a result of rest period violations identified above, Defendant failed to provide all rest period premium wages due and owing to Plaintiff and Aggrieved Employees upon separation of employment.

22. On or about March 3, 2021, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections 201, 202, 203, 226(a), and 226.7, pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). To date, the LWDA has not responded to Plaintiff's written notice. In addition to the LWDA, Plaintiff also sent his PAGA notice to Defendant via certified mail according to Labor Code section 2699.3.

23. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violations of Labor Code sections 201, 202, 203, 226(a) and 226.7, for the time period described above, on behalf of himself and all other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for the full amount of civil penalties according to the PAGA, Labor Code section 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

2. On all causes of action, for attorneys' fees and costs as provided by California Labor Code section 2699, and Code of Civil Procedure section 1021.5; and

3. For such other and further relief as the Court may deem just and proper.

DATED: May 7, 2021

DIVERSITY LAW GROUP, P.C.

By: 

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