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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TIFFANY ROBINSON, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

vs.

WILLIS TOWERS WATSON US LLC, a
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 37-2021-00036978-CU-OE-CTL

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

08/27/2021 at 11:58:23 AM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk

1 Plaintiff Tiffany Robinson (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant Willis Towers Watson US LLC and
6 Does 1 through 10 (Willis Towers Watson US LLC and Does 1 through 10 are collectively
7 referred to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004,
8 California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for
9 all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to pay all earned wages twice per month,
11 failure to maintain accurate records of hours worked and meal periods, failure to timely pay final
12 wages, failure to furnish accurate wage statements, and failure to indemnify for necessary
13 business expenditures.

14 2. For over 50 years, California’s courts and legislature have recognized that this
15 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
16 Wages are not ordinary debts. Because of the economic position of the average worker and his
17 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
18 that employees are promptly paid the minimum/overtime wages that the Legislature has required
19 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
20 criminalized certain types of violations. In extending extra protection to deter violations of these
21 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
22 other damages other than civil penalties—California has enacted the PAGA to permit an
23 individual to bring an action for PAGA penalties only, which is the precise and sole nature of this
24 action.

25 3. All California employees during the relevant statutes of limitations who are or
26 were harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved
27 Employees worked for Defendants as hourly-paid or non-exempt employees within the
28 applicable statutory period.

4. Plaintiff brings this action against Defendants seeking only to recover penalties on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for herself and all Aggrieved Employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including San Diego County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in San Diego, California from approximately June 2019 to approximately January 14, 2021.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief

1 alleges, that Defendant Willis Towers Watson US LLC is, and at all times herein mentioned,
2 was:

- 3 (a) A corporation qualified to do business and actually conducting business in
4 numerous counties throughout the State of California, including in San
5 Diego County; and,
- 6 (b) The former employer of Plaintiff, and the current and/or former employer
7 of the Aggrieved Employees because Defendant Willis Towers Watson US
8 LLC suffered and permitted Plaintiff and the Aggrieved Employees to
9 work, and/or controlled their wages, hours, or working conditions.

10 10. Plaintiff does not know the true names or capacities of the persons or entities sued
11 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
12 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
13 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
14 set forth the true names and capacities of these Defendants when they have been ascertained,
15 together with appropriate charging allegations, as may be necessary.

16 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
17 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
18 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
19 California.

20 12. Plaintiff is informed and believes and thereon alleges that at all relevant times
21 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
22 the other employees and exercised control over their wages, hours, and working conditions.
23 Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant
24 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
25 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of
26 some or all of the other Defendants, and was engaged with some or all of the other Defendants in
27 a joint enterprise for profit, and bore such other relationships to some or all of the other
28 Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff

1 is informed and believes and thereon alleges that each Defendant acted pursuant to and within the
2 scope of the relationships alleged above, that each Defendant knew or should have known about,
3 and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other
4 Defendants.

5 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

6 13. Plaintiff Tiffany Robinson worked for Defendants in San Diego, California from
7 approximately June 2019 to approximately January 14, 2021. At all times, Defendants paid
8 Plaintiff an hourly wage and classified her as non-exempt from overtime.

9 14. Throughout Plaintiff's employment, Defendants committed numerous labor code
10 violations under state law. As discussed below, Plaintiff's experience working for Defendants
11 was typical and illustrative.

12 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time,**
13 **and Overtime Wages**

14 15. Under California law, an employer must pay for all hours worked by an employee.
15 "Hours worked" is the time during which an employee is subject to the control of an employer,
16 and includes all the time the employee is suffered or permitted to work, whether or not required
17 to do so.

18 16. Labor Code § 510 provides that employees in California shall not be employed
19 more than eight hours in any workday or forty (40) hours in a workweek unless they receive
20 additional compensation beyond their regular wages in amounts specified by law.

21 17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
22 be employed more than eight hours in any workday unless they receive additional compensation
23 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
24 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

25 18. Throughout the statutory period, Defendants maintained a policy and practice of
26 not paying Plaintiff and the Aggrieved Employee for all hours worked, including minimum,
27 straight time, and overtime wages. Defendants denied Plaintiff and the Aggrieved Employees the
28 opportunity to take their legally mandated 30-minute, uninterrupted meal period. Plaintiff and

1 the Aggrieved Employees routinely worked through meal periods “off-the-clock,” and
2 Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time.
3 Much of this unpaid work should have been paid at the overtime rate. In failing to pay for all
4 hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the
5 Aggrieved Employees worked.

6 19. Additionally, throughout the statutory period, Defendants wrongfully failed to
7 include non-discretionary bonuses, commissions, incentive pay, production pay, performance
8 pay, and/or shift differentials in the calculation of Plaintiff’s and the other Aggrieved Employees’
9 regular rate of pay used to calculate their overtime rate for the payment of overtime wages.
10 Plaintiff and the other Aggrieved Employees earned non-discretionary bonuses, commissions,
11 incentive pay, production pay, performance pay, and/or shift differentials and overtime wages in
12 the same pay period where they worked overtime hours. Accordingly, Defendants failed to
13 compensate Plaintiff and the Aggrieved Employees for all overtime compensation they were
14 owed.

15 **B. Failure to Provide Meal Periods**

16 20. Under California law, employers have an affirmative obligation to relieve
17 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than
18 the start of sixth hour of work in a workday, and to allow employees to take their second 30-
19 minute, duty-free meal period no later than the start of the eleventh hour of work in the workday.
20 Further, employees are entitled to be paid one hour of additional wages for each workday they
21 were not provided with all required meal period(s).

22 21. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
23 and the Aggrieved Employee with legally compliant meal periods. Defendants regularly, but not
24 always, required Plaintiff and the Aggrieved Employee to work in excess of five consecutive
25 hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every
26 five hours of work, or without compensating Plaintiff and the Aggrieved Employee for meal
27 periods that were not provided by the end of the fifth hour of work or tenth hour of work.
28 Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employee by

1 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
2 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the
3 Aggrieved Employee permission to take a meal period. Defendants also never informed Plaintiff
4 of her right to, nor permitted her to take, a second meal period when Plaintiff worked at least ten
5 hours of work in a workday. Accordingly, Defendants' policy and practice was not to provide
6 meal periods to Plaintiff and the Aggrieved Employee in compliance with California law.

7 22. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
8 additional wages for each workday he or she was not provided with all required meal period(s).
9 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the
10 additional wages to which they were entitled for meal periods that were not provided.

11 **C. Failure to Authorize and Permit Rest Periods**

12 23. Employers are required by California law to authorize and permit breaks of ten
13 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
14 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
15 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is
16 itself a violation of California's rest break laws.

17 24. Throughout the statutory period, Defendants wrongfully failed to authorize and
18 permit Plaintiff and the Aggrieved Employee to take legally compliant rest periods. Defendants
19 regularly, but not always, required Plaintiff and the Aggrieved Employee to work in excess of
20 four consecutive hours a day without Defendants authorizing and permitting them to take a 10-
21 minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of
22 four hours), or without compensating Plaintiff and the Aggrieved Employee for rest periods that
23 were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff
24 and the Aggrieved Employee by requiring, pressuring, or encouraging them to perform work
25 tasks which could not be completed without working in lieu of taking mandatory rest periods, or
26 by denying Plaintiff and the Aggrieved Employee permission to take a rest period. Accordingly,
27 Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved
28 Employee to take rest periods in compliance with California law.

1 25. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
2 additional wages for each workday he or she was not authorized and permitted to take all
3 required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved
4 Employees the additional wages to which they were entitled for rest periods and that they were
5 not authorized and permitted to take.

6 **D. Failure to Pay All Earned Wages Twice Per Month**

7 26. Based on Defendants' failure to pay Plaintiff and the Aggrieved Employees for all
8 wages as discussed above, Defendants also violated Labor Code § 204.

9 27. Labor Code § 204 requires employers to pay employees all earned wages two
10 times per month. Throughout the statutory period, employees were entitled to be paid twice a
11 month at their regular rates, including all meal period premium wages owed, rest period premium
12 wages owed, and wages owed for overtime hours worked. However, during all such times,
13 Defendants systematically failed and refused to pay the employees all wages due, and failed to
14 pay those wages twice a month, in that employees were not paid all wages for all meal periods
15 not provided by Defendants, all wages for all rest periods not authorized and permitted by
16 Defendants, and all wages for all hours worked. As a result, Defendants owe employees the
17 legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered
18 damages in those amounts.

19 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

20 28. Pursuant to California Labor Code § 1174.5, any person, including any entity,
21 employing labor who willfully fails to maintain accurate and complete records required by
22 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
23 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
24 begins and ends each work period. Meal periods and total hours worked daily shall also be
25 recorded

26 29. Defendants, however, failed to maintain accurate records of hours worked and all
27 meal periods taken or missed by Plaintiff and the Aggrieved Employees.
28

1 30. Defendants' failure to provide and maintain records required by the California
2 Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
3 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
4 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
5 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
6 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
7 Employees have suffered and continue to suffer, substantial losses related to the use and
8 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
9 to compel Defendants to fully perform its obligation under state law, all to their respective
10 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
11 comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
12 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
13 understanding, and disputing the wage payments paid to them.

14 **F. Failure to Timely Pay All Wages at Termination**

15 31. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
16 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
17 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
18 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
19 two (72) hours previous notice of his or her intention to quit, in which case the employee is
20 entitled to his or her wages at the time of quitting.

21 32. Throughout the statutory period, the employment of Plaintiff and many other
22 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
23 employment of others will be terminated. However, during the relevant time period, Defendants
24 failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without
25 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time
26 of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
27 unpaid wages include wages for unpaid work time (including minimum, straight time, and
28 overtime wages), missed meal period premium wages, and missed rest period premium wages.

1 33. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
2 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
3 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
4 at the same rate until paid or until an action is commenced; but the wages shall not continue for
5 more than thirty (30) days.

6 34. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from
7 Defendants their additionally accruing wages for each day they were not paid pursuant to Labor
8 Code § 203.

9 **G. Failure to Furnish Accurate Itemized Wage Statements**

10 35. Labor Code § 226(a) provides that every employer shall furnish each of his or her
11 employees an accurate itemized wage statement in writing showing nine pieces of information,
12 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
13 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
14 (4) all deductions, provided that all deductions made on written orders of the employee may be
15 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
16 which the employee is paid, (7) the name of the employee and the last four digits of his or her
17 social security number or an employee identification number other than a social security number,
18 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each
20 hourly rate by the employee. An employee is presumed to suffer an injury if this information is
21 missing. (Labor Code § 226(e)(2)(B)(iii).)

22 36. The statute further provides: "An employee suffering injury as a result of a
23 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
24 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
25 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
26 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled
27 to an award of costs and reasonable attorney's fees." (Labor Code § 226(e)(1).)

28 37. Throughout the statutory period, Defendants failed to furnish Plaintiff and the

1 Aggrieved Employee with accurate, itemized wage statements showing all applicable hourly
2 rates, and all gross and net wages earned (including correct hours worked, correct wages for meal
3 periods that were not provided in accordance with California law, and correct wages for rest
4 periods that were not authorized and permitted to take in accordance with California law).

5 38. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
6 Employees suffered injury and damage to their statutorily protected rights. Accordingly,
7 Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater
8 of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an
9 aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

10 **H. Failure to Indemnify for Necessary Expenditures**

11 39. Labor Code § 2802(a) provides that employers shall indemnify his or her
12 employees for all necessary business expenditures or losses that have been incurred by the
13 employees in direct discharge of his or her duties. Throughout the statute of limitations period
14 applicable to this cause of action, Defendants wrongfully required Plaintiff and the Aggrieved
15 Employees to pay expenses that they incurred in direct discharge of their duties for Defendants.
16 Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-
17 related expenses, including, without limitation, home office equipment. Plaintiff and the
18 Aggrieved Employees incurred substantial expenses as a direct result of performing their job
19 duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved Employees
20 for these employment-related expenses.

21 **FIRST CAUSE OF ACTION**

22 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
23 **2004, Cal. Lab. Code § 2698 et seq.)**

24 40. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
25 though fully set forth herein.

26 41. At all times herein mentioned, Defendants were subject to the Labor Code of the
27 State of California and the applicable Industrial Welfare Commission Orders.

28 42. California Labor Code § 2699(a) specifically provides for a private right of action

1 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
2 law, any provision of this code that provides for a civil penalty to be assessed and collected by
3 the Labor and Workforce Development Agency or any of its departments, divisions,
4 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
5 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
6 herself and other current or former employees pursuant to the procedures specified in Section
7 2699.3.”

8 43. Plaintiff has exhausted her administrative remedies pursuant to California Labor
9 Code § 2699.3. On March 1, 2021, she gave written notice by online filing to the Labor and
10 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
11 provisions of the Labor Code that Defendants have violated against Plaintiff and current and
12 former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff
13 also paid the filing fee on March 1, 2021. Plaintiff’s PAGA case number is LWDA-
14 CM-823161-21 (*Tiffany Robinson v. Willis Towers Watson US, LLC*).

15 44. The statute of limitations is tolled while a plaintiff exhausts her administrative
16 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor
17 Code § 2699.3(d).)

18 45. The statute of limitations is also tolled from April 6, 2020 to October 1, 2020
19 pursuant to Rule 9(a) of the Emergency Rules Related to COVID-19.

20 46. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the
21 LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations
22 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
23 under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in
24 this Complaint. These penalties include, but are not limited to, penalties under California Labor
25 Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

26 47. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
27 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
28 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown

1 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

2 48. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
3 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
4 shall be entitled to an award of reasonable attorney's fees and costs."

5 **PRAYER FOR RELIEF**

6 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
7 against Defendants, jointly and severally, as follows:

8 1. That the Court declare, adjudge and decree that Defendants violated the California
9 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
10 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all
11 earned wages twice per month, failing to maintain accurate records of hours worked and meal
12 periods, failing to timely pay final wages, failing to furnish accurate wage statements, and failing to
13 indemnify for necessary business expenditures;

14 2. An award of civil penalties on behalf of herself and all similarly aggrieved
15 employees pursuant to PAGA;

16 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

17 4. Attorneys' fees and costs reasonably incurred;

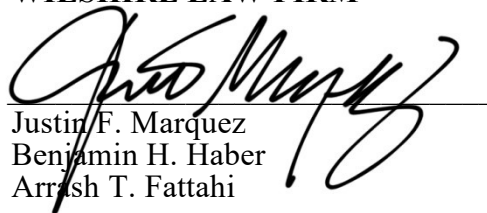
18 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

19 6. Such other and further relief that the Court deems proper.
20

21 Respectfully submitted,

22 Dated: August 27, 2021

23 **WILSHIRE LAW FIRM**

24 By: 

25 Justin F. Marquez
Benjamin H. Haber
Arrish T. Fattahi

26 Attorneys for Plaintiff Tiffany Robinson
27
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