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9 *behalf of himself and all others similarly situated*

10 SUPERIOR COURT OF CALIFORNIA
11 SAN MATEO COUNTY

12 MALOYD WILSON, on behalf of himself and all
13 others similarly situated,

14 Plaintiff,

15 vs.

16 HOMES.COM, INC., and Does 1 through 50,
17 inclusive,

18 Defendant.

Case No.:

CLASS ACTION COMPLAINT

Unlimited Civil Case

The Amount Demanded Exceeds \$25,000

1 Plaintiff Maloyd Wilson ("Plaintiff"), on behalf of himself, all others similarly situated
2 aggrieved employees, complains, and alleges as follows:

3 **SUMMARY OF CLAIMS**

4 1. That Home.com, Inc. ("Homes.com" or "Defendant"), engaged in unlawful conduct
5 by: (1) failing to pay Plaintiff, and proposed class members and aggrieved employees, all wages
6 due immediately or within seventy-two hours of termination, or resignation, as well as all
7 associated waiting time penalties, in violation of California Labor Code sections 201-203; (2)
8 making unlawful deductions from Plaintiff's, and proposed class member's and aggrieved
9 employees', earned wages in violation of California Labor Code sections 221-224; (3) failing to
10 provide Plaintiff, and proposed class members and aggrieved employees, a signed contract setting
11 forth the contemplated method of payment of the commissions, or provide a signed receipt of the
12 contract, in violation of California Labor Code section 2751; (4) failing to pay Plaintiff, and
13 proposed class members and aggrieved employees, all accrued vacation time at termination in
14 violation of California Labor Code section 227.3; (5) failing to provide Plaintiff, and proposed
15 class members and aggrieved employees, accurate wage statements in violation of California
16 Labor Code section 226, failing to provide actual wage statements in hard copy format, or make
17 hard copies available, and failing to set forth accrued sick time in violation of California Labor
18 Code section 246; and, (6) failing to adequately reimburse Plaintiff, and proposed class members
19 and aggrieved employees, for all costs incurred to do their jobs, including but not limited to, for
20 the use of their personal vehicle, associated costs related to the use of their personal vehicles, for
21 the cost of smart phones, cell service, including data usage charges, and internet service, and for
22 the costs of home offices, in violation of California Labor Code section 2802. These failures
23 further constitute unfair business practices, in violation of California Business and Professions
24 Code section 17200, et. seq., and violations of California Labor Code section 2698, et. seq., the
25 Private Attorneys General Act of 2004 ("the PAGA"), through which Plaintiff seeks civil
26 penalties.

27 **JURISDICTIONAL ALLEGATIONS**

28 2. Defendant is, and at all relevant times was, a corporation doing business within the

1 State of California, including its principal executive office located in Menlo Park, California, and
2 is an employer under applicable Industrial Welfare Commission (“IWC”) Wage Orders. Venue is
3 therefore proper in San Mateo County pursuant to California Code of Civil Procedure sections
4 395, subdivision (a) and 395.5, in that San Mateo County is a county where the Defendant resides
5 and is its principal place of business in California.

6 3. The California Superior Court has jurisdiction in this matter because Plaintiff is a
7 resident of California, Defendant is qualified to do business in California, and Defendant regularly
8 conducts business in California. Further, there is no federal question at issue, as the claims herein
9 are based solely on California law.

10 4. This action seeks relief for unremedied violations of California law, including, inter
11 alia; damages, reimbursements, restitution, penalties, interest and attorneys’ fees, as appropriate,
12 to Plaintiff, proposed class members, aggrieved employees, and to victims of the practices at issue,
13 who were not paid all wages due immediately or within seventy-two hours of termination, or
14 resignation, as well as all associated waiting time penalties, in violation of California Labor Code
15 sections 201-203; who were subject to unlawful deductions from earned wages in violation of
16 California Labor Code sections 221-224; who were not provided a signed contract setting forth the
17 contemplated method of payment of the commissions, or provided a signed receipt of the contract,
18 in violation of California Labor Code section 2751; who were not paid all accrued vacation at the
19 termination of employment in violation of California Labor Code section 227.3; who were not
20 actually provided accurate wage statements in violation of California Labor Code section 226(a),
21 including not reflecting accrued sick time in violation of California Labor Code section 246; and
22 who were not adequately reimbursed for all costs incurred to do their jobs, including but not
23 limited to, for the use of their personal vehicle, associated costs related to the use of their personal
24 vehicles, for the cost of smart phones, cell service, including data usage charges, and internet
25 service, and the costs of home offices, in violation of California Labor Code section 2802.
26 Plaintiff is informed and believes that the damages, reimbursements, restitution, penalties, interest
27 and attorneys’ fees do not exceed an aggregate of \$4,999,999.99 and that Plaintiff’s individual
28 claims do not exceed \$74,999.99.

1 5. The names and capacities of defendants sued herein under California Code of Civil
2 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
3 therefore sues these defendants by such fictitious names. Plaintiff will seek to amend this
4 Complaint and include these Doe defendants' names and capacities when they are ascertained.
5 Each fictitiously named defendant is responsible in some manner for the conduct alleged herein
6 and for the injuries suffered by Plaintiff, the members of the class, aggrieved employees, and the
7 general public.

8 6. At all times mentioned in the causes of action alleged herein, each and every
9 Defendant was an agent and/or employee of each and every other Defendant. In doing the things
10 alleged in the causes of action stated herein, each and every Defendant was acting within the
11 course and scope of this agency or employment and was acting with the consent, permission and
12 authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the
13 causes of action stated herein were ratified and approved by every other Defendant or their
14 officers or managing agents.

15 7. Plaintiff is a former employee of Defendant. Defendant employed Plaintiff as sales
16 representative. Plaintiff worked for Defendant for approximately five years before his resignation
17 on March 5, 2021. Plaintiff's job duties included traveling within his assigned sales territories to
18 sell real estate related software to potential real estate clients. Plaintiff was, and other sales
19 representatives are, paid on a hybrid hourly wage and commission basis.

20 **GENERAL ALLEGATIONS**

21 8. In approximately November 2020, while on disability leave Defendant deposited
22 funds into Plaintiff's personal bank account. Defendant therefore attempted to remove this
23 amount from Plaintiff's personal bank account, causing Plaintiff to incur fees related to the
24 money's withdrawal.

25 9. The next day, Plaintiff received a follow up call from an individual from
26 Defendant's payroll division informing Plaintiff that he would need to work for Defendant for six
27 months following his return from disability leave to repay Defendant for the amount deposited
28 into Plaintiff's account.

1 10. In approximately February 2021, Plaintiff's doctor released him to return to work
2 for Defendant. Upon returning to work, Defendant again informed Plaintiff that he would need to
3 repay the amount deposited into his account. Over the course of the next few weeks, Defendant
4 repeatedly harassed Plaintiff regarding the amount deposited into his account. On March 5, 2021,
5 due to the repeated harassment, Plaintiff resigned from his employment with Defendant.
6 Following Plaintiff's resignation, Defendant withheld Plaintiff's final paycheck, vacation time,
7 and paid time off to recoup the supposedly incorrect amount deposited into his account by the
8 payroll department. Furthermore, in an effort to exert pressure on Plaintiff, Defendant
9 immediately cut off Plaintiff's benefits and did not provide him information on COBRA.
10 Defendant's above-described actions violate California Labor Code sections 221-224, in that
11 Defendant unlawfully attempted to retrieve wages already paid to Plaintiff, and Defendant made
12 unlawful deductions from Plaintiff's final wages, Labor Code section 227.3, in that Defendant
13 failed to pay all accrued vacation time at Plaintiff's termination of employment, and sections 201-
14 203, in that Defendant did not provide Plaintiff his final wages within seventy-two hours of his
15 resignation and has yet to pay out associated waiting time penalties. On information and belief,
16 Plaintiff alleges that Defendant's practice of taking deductions from earned wages, failure to pay
17 all accrued vacation at termination, and failure to pay all wages within seventy-two hours of the
18 cessation of employment, applies to all California employees.

19 11. Defendant paid Plaintiff, and other sales representatives, on a hybrid commission
20 basis. However, Defendant did not provided Plaintiff, and other sales representatives, with a
21 signed written copy of the contract setting forth the contemplated method of payment of the
22 commissions. When Plaintiff began his employment with Defendant, Defendant provided him
23 with a document to review that outlined his commission structure. However, over his next
24 approximately five years of employment with Defendant, Defendant routinely changed the
25 parameters of the commission plan. Defendant never provided Plaintiff, or other sales
26 representatives, with a signed commission plan outlining the changes. Defendant's failure to
27 provide Plaintiff, and other sales representatives, with a signed copy of the contract setting forth
28 the contemplated method of payment of the commissions and a signed receipt of such contract

1 violates California Labor Code section 2751.

2 12. Defendant required Plaintiff, and other sales representatives, to travel in their
3 personal vehicles to scheduled sales appointments. Defendant further required Plaintiff, and other
4 sales representatives, to use their personal phones and internet and to have a home office in order
5 fulfill their job duties. Defendant only reimbursed Plaintiff, and other sales representatives, with a
6 monthly payment of \$300 for the costs incurred to drive their personal vehicles for work, which
7 was included in ordinary income and taxed, an insufficient amount, and did not fully reimburse
8 sales representatives for all costs incurred to comply with Defendant's other requirements. In
9 addition, Defendant only reimbursed other California employees for the costs incurred to drive
10 their personal vehicles for work at the rate of \$.40 cents per mile, an amount not sufficient to
11 reimburse for all costs incurred to drive their personal vehicles for work. Defendant's failure to
12 fully reimburse Plaintiff, other sales representatives, and California employees, for the costs
13 incurred to drive their personal vehicles for work, cell phones, internet, and the other costs of
14 home offices, violates California Labor Code section 2802.

15 13. Defendant also did not actually provide Plaintiff, and other employees with actual
16 wage statements, but only made wage statements available on-line. Defendant did not provide
17 computers or a location where employees could view and print their wage statements. In addition,
18 Defendant did not include the inclusive dates of the periods for which the employees are paid in
19 violation of California Labor Code section 226(a)(8). The wage statements also do not reflect the
20 accrued sick time for the employees in violation of California Labor Code section 246.

21 **CLASS ALLEGATIONS**

22 14. Plaintiff is, and at all relevant times was, a resident of the State of California.
23 Plaintiff sues on behalf of himself and the following subclasses of employees of Defendant in
24 California:

- 25 (1) Subclass A: all sales representatives, also referred to as account managers,
26 employed by Defendant in California during the four years preceding the filing
27 of this complaint to the present; and
28 (2) Subclass B: all employees employed by Defendant in California during the four

1 years preceding the filing of this complaint to the present whom Defendant
2 required to drive their personal vehicles for work;

3 (3) Subclass C: all employees employed by Defendant in California during the
4 three years preceding the filing of this complaint to the present to whom
5 Defendant provided wage statements;

6 (4) Subclass D: all employees employed by Defendant in California during the four
7 years preceding the filing of this complaint to the present whose employment
8 terminated; and,

9 (5) Subclass E: all employees employed by Defendant in California during the four
10 years preceding the filing of this complaint to the present from whose wages
11 Defendant took unauthorized deductions.

12 15. Because Defendant subjected Plaintiff, in his employment with Defendant as a
13 sales representative, to unlawful deductions from wages owed; failed to provide him with
14 signed written contracts that set forth the method by which commissions would be computed
15 and paid; did not provide full reimbursement for work-related expenses; did not provide all
16 wages due immediately or within seventy-two hours of termination or resignation, and all
17 associated waiting time penalties; did not actually provide accurate wage statements that set
18 forth the inclusive periods for which compensation was paid and set forth accrued sick leave,
19 Plaintiff's claims are typical of those of the proposed classes.

20 16. Plaintiff will fairly and adequately represent and protect the interests of the
21 members of the proposed classes in that he has no disabling conflict of interest that would be
22 antagonistic to those of the other members of the proposed classes. Plaintiff retained counsel
23 who are competent and experienced in the prosecution of class action wage and hour
24 violations.

25 17. The proposed classes are sufficiently numerous and the class members are
26 geographically dispersed throughout California, the joinder of whom in one action is
27 impracticable, such that the disposition of whose claims in a class action will provide
28 substantial benefits to both the parties and the Court.

1 18. There is a well-defined community of interest in the questions of law and fact
2 involved affecting the parties to be represented. The questions of law and fact common to the
3 proposed classes predominate over questions that may affect individual class members, include
4 but are not limited to the following:

- 5 (a) Subclass A: Whether Defendant implement and engaged in a pattern and
6 practice whereby Defendant failed to provide Plaintiff and proposed members
7 of subclass A with a signed contract setting forth the contemplated method of
8 payment of commissions, or a signed receipt of the contract;
- 9 (b) Subclasses A and B: Whether Defendant implement and engaged in a pattern
10 and practice whereby Defendant failed to fully reimburse Plaintiff and
11 proposed members of subclasses A and B for all work-related expenses as
12 required by law;
- 13 (c) Subclasses A and D: Whether Defendant implemented and engaged in a
14 pattern and practice whereby Defendant failed to timely pay members of
15 subclasses A and D with all wages due, including accrued vacation time,
16 immediately or within seventy-two hours of termination or resignation, and all
17 associated waiting time penalties;
- 18 (d) Subclasses A & E: Whether Defendant implemented and engaged in a pattern
19 and practice whereby Defendant took unauthorized deductions from wages
20 owed to Plaintiff and proposed class members of subclasses A and E;
- 21 (e) Subclasses A & C: Whether Defendant implemented and engaged in a pattern
22 and practice whereby Defendant failed to actually provide accurate wage
23 statements to members of subclasses A & C; and
- 24 (f) Whether the acts and practices of Defendant as alleged herein violated, inter
25 alia, applicable provisions of the California Labor Code, including but not
26 limited to sections 201-203, 221, 224, 226, 246, 2751, 2802, the applicable
27 Industrial Welfare Commission Orders, California Business & Professions
28 Code section 17200, et seq., and the Private Attorneys General Act of 2004

1 (the PAGA), California Labor Code section 2698, et. seq.

2 19. Plaintiff and proposed class members have all similarly suffered irreparable harm
3 and damages as a result of Defendant's unlawful and wrongful conduct, including, but not limited
4 to, Defendant's pattern and practice of: (1) failing to provide Plaintiff and proposed class members
5 with a signed contract setting forth the contemplated method of payment of commissions, or a
6 signed receipt of the contract; (2) failing to reimburse Plaintiff and proposed class members for all
7 work-related expenses as required by law; (3) failing to timely pay all wages due, including
8 accrued vacation time, immediately or within seventy-two hours of termination or resignation, and
9 all associated waiting time penalties; (4) taking unauthorized deductions from Plaintiff and
10 proposed class members' wages; and (5) failing to provide accurate wage statements setting for
11 the inclusive dates for which employees are paid and accrued sick time. These failures further
12 constitute unfair business practices, in violation of California Business and Professions Code
13 section 17200, et. seq., and violations of California Labor Code section 2698, et. seq., the Private
14 Attorneys General Act of 2004 ("the PAGA"), through which Plaintiff seeks civil penalties.
15 These issues are common to all proposed class members, making class treatment especially
16 appropriate. Because the action of Defendant toward proposed class members follows common
17 patterns, all of which are reflected in the records possessed by Defendant, this action will provide
18 substantial benefits to all proposed class members. Absent this action, Defendant's unlawful
19 conduct will continue unremedied and uncorrected.

20 **FIRST CAUSE OF ACTION**

21
22 **(On Behalf of Plaintiff and Subclasses A & C)**
23 **(Failure To Pay All Wages At Termination: Cal. Lab. Code §§ 201-203; 227.3)**

24 20. Plaintiff and proposed class members incorporate by reference the allegations
25 contained the foregoing paragraphs of this complaint as if fully set forth herein.

26 21. During the relevant period, the employment of Plaintiff and proposed class
27 members in Subclasses A and B, employment with Defendant ended and they were not paid all
28 wages due either immediately or within seventy-two (72) hours of termination or resignation,
including all accrued vacation time, and Defendant failed to pay those sums for up to thirty (30)

1 days thereafter, in violation of California Labor Code sections 201, 202, and 227.3.

2 22. Defendant's willful failure to pay wages to the Plaintiff and other proposed class
3 members violates California Labor Code section 203 because Defendant knew or should have
4 known wages were due to Plaintiff and other proposed class members, but Defendant failed to pay
5 them.

6 23. These violations give rise to civil penalties, pursuant to California Labor Code
7 section 203 and interest. Plaintiff also seeks penalties and attorneys' fees for Defendants'
8 violation of California Labor Code sections 201-203 and 227.3, and the PAGA,
9 including California Labor Code sections 2699(g)(1), 2699.3, and 2699.5.

10 24. Plaintiff and proposed class members are therefore entitled to the relief requested
11 below.

12 **SECOND CAUSE OF ACTION**

13 14 **(On Behalf of Plaintiff and Subclasses A & B)** 15 **(Failure to Fully Reimburse for Work-Related Expenses: Cal. Lab. Code § 2802)**

16 25. Plaintiff and proposed class members incorporate by reference the allegations
17 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

18 26. Pursuant to California Labor Code section 2802(a), "an employer shall indemnify
19 his or her employee for all necessary expenditures or losses incurred by the employee in direct
20 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
21 employer."

22 27. As a matter of Defendant's established policy, Plaintiff and proposed members of
23 Subclass A were and are required to personally incur work-related expenses in the course of their
24 employment, including, but not limited to, for all gas, maintenance, repairs, tolls, and other fees
25 incurred in driving their personal vehicles for work, for the costs associated with the usage of their
26 personal phones and usage of their personal internet, and for home office-related expenses.
27 Defendant failed to reimburse Plaintiff and proposed class members of subclass A for all expenses
28 incurred. While Defendants maintained a reimbursement plan which paid out a lump sum per
month, the amount was insufficient to cover all expenses incurred by Plaintiff and proposed

1 members of subclass A to do their jobs. In addition, with respect to the members of subclass B,
2 Defendant only reimbursed for the costs associated with driving their personal vehicles for work at
3 a rate of \$.40 cents per mile, a rate not sufficient to reimburse for the costs incurred to drive their
4 personal vehicles for work.

5 28. Defendant's work-related expense reimbursement policies applied to Plaintiff and
6 proposed members of subclasses A and B, such that all are due reimbursement, and interest
7 thereon, for Defendant's failure to comply with California Labor Code section 2802.

8 29. Plaintiff also seeks penalties and attorneys' fees for Defendants' violation
9 of California Labor Code section 2802, pursuant to sections 2802(b) and (c), and the PAGA,
10 including California Labor Code sections 2699(g)(1), 2699.3, and 2699.5.

11 30. Plaintiff and proposed class members are therefore entitled to the relief requested
12 below.

13 **THIRD CAUSE OF ACTION**

14 **(On Behalf of Plaintiff and Subclasses A & C)** 15 **(Failure to Provide Accurate Wage Statements: Cal. Lab. Code §§ 226(a), 246, 248.5, and** 16 **1198)**

17 31. Plaintiff and proposed class members incorporate by reference the allegations
18 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

19 32. At all relevant times herein set forth, California Labor Code section 226(a)
20 provides that every employer shall actually furnish each of his or her employees an accurate and
21 complete itemized wage statement in writing, including, but not limited to, the inclusive date of
22 the period for which the employees are paid. Labor Code section 246 also provides that employers
23 shall set forth on the wage statements accrued sick time.

24 33. At all relevant times, Defendant knowingly and intentionally failed to actually
25 provide Plaintiffs, and members of subclasses A and C with uniform, complete, and accurate wage
26 statements. Rather, employees can only obtain wage statements on-line. In addition, the wage
27 statements do not contain the inclusive date of the period for which the employees are paid or the
28 employees accrued sick time. Defendant's failure to comply with Labor Code section 226(a)(8)

1 and 246 and instead only making available wage incomplete and inaccurate wage statements was
2 knowing and intentional.

3 34. California Labor Code section 1198 provides that the maximum hours of work and
4 the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
5 the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any
6 employees for longer hours than those fixed by the order or under conditions of labor prohibited
7 by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to
8 keep accurate time records showing when the employee begins and ends each work period. At all
9 relevant times, Defendant failed, on a company-wide basis, to keep records of the inclusive dates
10 of employment and accrued sick time in violation of section 1198.

11 35. Plaintiffs and members of subclasses A and C are entitled to recover from
12 Defendant the greater of their actual damages caused by Defendant's failure to comply with
13 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars
14 (\$4,000) per employee. Plaintiff and members of subclasses A and C are entitled to recover from
15 Defendant the California Labor Code section 246, entitling aggrieved employees to penalties
16 under section 248.5, also not exceeding four thousand dollars (\$4,000) per employee.

17 36. Plaintiff and proposed class members are therefore entitled to the relief requested
18 below.

19 **FOURTH CAUSE OF ACTION**

20 **(On Behalf of Plaintiff and Subclasses A & E)** 21 **(Improper Deduction Violation: Cal. Lab. Code §§ 221, 224)**

22 37. Plaintiff and proposed class members incorporate by reference the allegations
23 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

24 38. Labor Code section 221 provides that it "shall be unlawful for any employer to
25 collect or receive from an employee and part of wages theretofore paid by said employer to said
26 employee." Labor Code section 224 likewise prohibits employers from taking deductions from
27 wages owed to employees.
28

1 39. Defendant willfully and intentionally takes unauthorized deductions from wages
2 owed to Plaintiff and the members of subclasses A and E, in violation of California Labor Code
3 sections 221 and 224.

4 40. A violation of Labor Code section 221 is a misdemeanor pursuant to Labor Code
5 section 225 and Defendant is also subject to civil penalties pursuant to Labor Code section 225.5,
6 as follows: For any initial violation, one hundred dollars (\$100) for each failure to pay each
7 employee. For each subsequent violation, or any willful or intentional violation, two hundred
8 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
9 withheld.

10 41. Plaintiff and proposed class members are therefore entitled to the relief requested
11 below.

FIFTH CAUSE OF ACTION

(On Behalf of Plaintiff and All Subclasses) (Unlawful, Unfair And Fraudulent Business Practices: Business & Professions Code § 17200, et seq.)

15 42. Plaintiff and proposed class members incorporate by reference the allegations
16 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

17 43. At all relevant times, California Business & Professions Code section 17200, et
18 seq., prohibited acts of unfair competition, defined as an “unlawful, unfair, or fraudulent business
19 act or practice.”

20 44. The aforementioned policies, acts and practices described were and are unlawful
21 business acts or practices because of Defendant’s (1) failure to pay Plaintiff, and proposed
22 members of subclasses A and D, all wages due immediately or within seventy-two hours of
23 termination, or resignation, as well as all associated waiting time penalties, in violation of
24 California Labor Code sections 201-203; (2) taking unlawful deductions from Plaintiff’s, and
25 proposed members of subclasses A and E’s, wages in violation of California Labor Code sections
26 221 and 224; (3) failure to provide Plaintiff, and proposed class members in subclass A, a signed
27 contract setting forth the contemplated method of payment of the commissions, or provide a
28 signed receipt of the contract, in violation of California Labor Code section 2751; (4) failure to

1 adequately reimburse Plaintiff, and proposed members of subclasses A and B, for all costs
2 incurred to do their jobs, including but not limited to, for the use of their personal vehicle,
3 associated costs related to the use of their personal vehicles, for the cost of smart phones, cell
4 service, including data usage charges, and internet service in violation of California Labor Code
5 section 2802; and (5) failure to provide accurate wage statements to the members of subclasses A
6 and C in violation of California Labor Code sections 226(a) and 246; violate applicable California
7 Labor Code sections, Industrial Welfare Commission Wage Orders, the Private Attorneys General
8 Act of 2004, Labor Code section 2698 et seq., and other provisions of California common and/or
9 statutory law. Plaintiff reserves the right to allege additional statutory and common law violations
10 by Defendant.

11 45. Further, the policies, acts or practices described herein were and are an unfair
12 business acts or practices because any justifications for Defendant's illegal and wrongful conduct
13 were and are vastly outweighed by the harm such conduct caused to Plaintiff, proposed class
14 members, aggrieved employees, and the members of the general public.

15 46. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendant reaped
16 unfair benefits and illegal profits at the expense of Plaintiff and proposed class members.
17 Defendant should be made to disgorge ill-gotten gains and provide restitution to Plaintiff and
18 proposed class members for the wrongfully withheld wages pursuant to Business and Professions
19 Code section 17203.

20 47. Accordingly, Plaintiff and proposed class members respectfully request that the
21 Court award judgment and relief in their favor, to provide restitution, and other types of equitable
22 relief.

23 48. Plaintiff and the proposed class members are therefore entitled to the relief
24 requested below.

25 **SIXTH CAUSE OF ACTION**

26 **(Labor Code Private Attorneys General Act of 2004 (the "PAGA")):** 27 **Cal. Lab. Code § 2698, et. seq.)**

28 49. Plaintiff and proposed class members incorporate by reference the allegations

1 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

2 50. The policies, acts and practices heretofore described were and are unlawful
3 because Defendant's (1) failure to pay Plaintiff, and proposed members of subclasses A and D, all
4 wages due immediately or within seventy-two hours of termination, or resignation, as well as all
5 associated waiting time penalties, in violation of California Labor Code sections 201-203; (2)
6 taking of unlawful deductions from Plaintiff's, and proposed members of subclasses A and E's,
7 wages in violation of California Labor Code sections 221 and 224; (3) failure to provide Plaintiff,
8 and proposed class members in subclass A, a signed contract setting forth the contemplated
9 method of payment of the commissions, or provide a signed receipt of the contract, in violation of
10 California Labor Code section 2751; (4) failure to adequately reimburse Plaintiff, and proposed
11 members of subclasses A and B, for all costs incurred to do their jobs, including but not limited
12 to, for the use of their personal vehicle, associated costs related to the use of their personal
13 vehicles, for the cost of smart phones, cell service, including data usage charges, and internet
14 service in violation of California Labor Code section 2802; and (5) failure to provide accurate
15 wage statements to the members of subclasses A and C in violation of California Labor Code
16 sections 226(a) and 246; violates applicable California Labor Code sections and gives rise to
17 statutory and civil penalties as a result of such conduct, including but not limited to penalties as
18 provided by Labor Code sections 203, 2698, 2699(f), 2699.3, and 2699.5, and applicable
19 Industrial Welfare Commission Wage Orders. Plaintiff, as an aggrieved employee, hereby seeks
20 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
21 on behalf of himself and other current and former employees of Defendant against whom one or
22 more of the violations of the Labor Code was committed.

23 51. On June 16, 2021, Plaintiff exhausted his administrative resources by filing a
24 PAGA complaint with the California Department of Industrial Relations, alleging that Defendant
25 violated the California Labor Code.

26 52. Plaintiff seeks attorneys' fees to achieve the same, pursuant to the Labor Code
27 section 2699(g)(1).
28

1 **PRAYER FOR RELIEF**

2 WHEREFORE Plaintiff prays for judgment and relief as follows:

- 3 1. An order certifying that the action may be maintained as a class action;
- 4 2. Compensatory and statutory damages, penalties and restitution, as appropriate and
- 5 available under each cause of action, in an amount to be proven at trial based
- 6 on, inter alia, the unpaid balance of compensation Defendant owes;
- 7 3. Reasonable attorneys' fees pursuant to the California Labor Code sections 226(e),
- 8 248.5, 2802, 2698, et seq.;
- 9 4. Costs of this suit;
- 10 5. Pre- and post-judgment interest; and
- 11 6. Such other and further relief as the Court deems just and proper.

12 **JURY DEMAND**

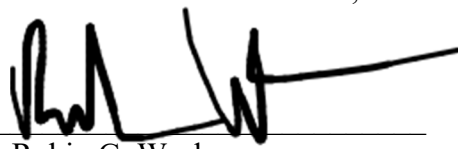
13 Plaintiff hereby demands a trial by jury.

14

15 Date: June 16, 2021

WORKMAN LAW FIRM, PC

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17 By: 

18 Robin G. Workman

19 *Attorneys for Maloyd Wilson, and all others*

20 *similarly situated*

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