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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF CONTRA COSTA**

10 Talisha Wood, an individual, and on behalf
11 of all similarly situated
Plaintiff, individuals

12 vs.

13 Insight Global LLC, a limited liability com-
14 pany; Steven Kassity, an individual; and Does
1-10, inclusive,

15 Defendants.
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FILED

2021 SEP 28 A 8:24

KATE BIEKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: C. JACALA, DEPUTY CLERK

CASE NO. **C21-01934-**

CLASS ACTION COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2699, et seq.)**

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT. 359, FOR ALL
PURPOSES

1 Plaintiff Talisha Woods, in her representative capacity on behalf of herself and all other simi-
2 larly-situated current and former employees (“Aggrieved Employees”), by and through her counsel
3 of record, alleges as follows against Defendant Insight Global, LLC (“Insight Global” or “Defend-
4 ant”):

5 **PARTIES**

6 1. Plaintiff Talisha Woods (“Plaintiff”) is a resident of Contra Costa County, California.

7 2. Defendant Insight Global, LLC (“Insight Global”) is a Delaware corporation with its
8 principal business location at 1224 Hammond Drive, Suite 1500, Dunwoody, Georgia 30346.

9 3. Defendant Steven Kassity is the Director of Operations at Insight Global and a resident
10 of the State of California. Upon information and belief, since Mr. Luc is an owner, managing agent,
11 director, or officer of Insight Global, and because he caused or directed the acts described herein, he
12 is personally liable for the Labor Code violations and PAGA penalties complained herein per Labor
13 Code § 558.1.

14 4. Plaintiff is not currently aware of the names and true identities of defendants Does 1-
15 10. Plaintiff reserves the right to amend this complaint to allege their true names and capacities when
16 this information is available. Each Doe defendant is responsible for the damages alleged pursuant to
17 each of the causes of action asserted, either through its own conduct, or vicariously through the con-
18 duct of others. All further references in this complaint to any of the named Defendants includes the
19 fictitiously named defendants.

20 5. Except as otherwise noted herein, Defendants participated in the acts alleged herein
21 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
22 relevant to this complaint, Defendants were acting within the course, scope, and authority of their
23 agency and employment such that the acts of one defendant are legally attributable to the other De-
24 fendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and Ag-
25 grieved Employees in that each of them exercised control over the wages, hours, and/or working con-
26 ditions of Defendants’ hourly non-exempt employees.

27 **VENUE AND JURISDICTION**

28 6. The court has jurisdiction over all causes of action in this complaint pursuant to Article

VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Government Code and the Business & Professions Code. Because Defendant conducts substantial business in Alameda County, Defendant is within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

7. Venue as to Defendant is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. The unlawful acts alleged have directly affected Plaintiff and similarly situated employees as in Contra Costa County, where Plaintiff lives and she earned the wages at issue in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

FIRST CAUSE OF ACTION

Labor Code §§ 558, 2698, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

8. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in this paragraph, all the allegations of this Complaint.

9. California Labor Code § 226 mandates that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement” containing certain enumerating items of information.

10. Pursuant to California Labor Code § 246(i), all wages statements provided to employees under Section 226 shall include “the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave.” Labor Code § 246(i) (“An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages.”).

11. Furthermore, under California Labor Code § 248.2(d)(2)(A), starting as of the first next full day after March 2021 and through September 30, 2021, “COVID-19 supplemental paid sick

1 leave shall be set forth *separately* from paid sick days” “for purposes of the enforcement of subdivision
2 (i) of Section 246.”¹ (emphasis added).

3 12. Under California Labor Code §248.2(b)(4) provides, employers prohibited from “re-
4 quire[ing] a covered employee to use any other paid or unpaid leave, paid time off, or vacation time
5 provided by the employer to the covered employee before the covered employee uses COVID-19 sup-
6 plemental paid sick leave or in lieu of COVID-19 supplemental paid sick leave.

7 13. Defendants failed to provide employees correct and accurate written notice of the
8 amount of paid sick leave available on either employees’ itemized wage statements or in a separate
9 writing provided on Defendants’ regularly scheduled pay days.

10 14. Defendants also failed to separately provide correct and accurate notice of the amount
11 of COVID-19 supplemental paid sick leave on either employees’ itemized wage statements or in a
12 separate writing provided on Defendants’ regularly scheduled pay days.

13 15. Defendants further required covered employees to first use other paid or unpaid leave,
14 paid time off, and/or vacation time, before they were allowed to use COVID-19 supplemental paid
15 sick leave, by among other things, failing to inform employees of their entitled to COVID-19 supple-
16 mental paid sick leave.

17 16. Defendants’ actions constitute violations of Labor Code §§ 233 and 245, *et seq.*

18
19 ¹ See also Department of Industrial Relations, “2021 COVID-19 Supplemental Paid Sick Leave
20 FAQ,” *available at* <https://www.dir.ca.gov/dlse/COVID19Resources/FAQ-for-SPSL-2021.html>
21 (“Q. Should 2021 COVID-19 Supplemental Paid Sick Leave be listed separately from regular Paid
22 Sick Leave on the itemized paystub or separate writing at the time wages are paid? A. Yes. The 2021
23 COVID-19 Supplemental Paid Sick Leave law is clear that the obligation to provide COVID-19 Sup-
24 plemental Paid Sick Leave is in addition to regular paid sick leave. The itemized wage statement or
25 separate writing requirement ensures covered employees understand how many separate hours they
26 have available for 2021 COVID-specific sick leave. For example, consider a full-time covered em-
27 ployee who has used all of the covered employee’s regular paid sick leave but is entitled to 80 hours of
28 2021 COVID-19 Supplemental Paid Sick Leave. If an itemized wage statement specifies that there are
0 hours of paid sick leave and 80 hours of 2021 COVID-19 Supplemental Paid Sick Leave available,
the covered employee would be on notice that they lack available paid sick leave for non-COVID-re-
lated absences. On the other hand, if the itemized wage statement simply said 80 hours of paid sick
leave available without differentiating between paid sick leave and 2021 COVID-19 Supplemental Paid
Sick Leave, a covered employee might take paid sick leave for non-COVID related reasons without
realizing that there were no sick leave hours available.”).

1 17. Entitlement to Penalties. Under the California Private Attorneys General Act
2 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a
3 private attorney general, on behalf of herself and other current or former employees as well as the
4 general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage
5 Orders. These penalties are in addition to any other relief available under the Labor Code and are
6 allocated seventy-five percent to the Labor and Workforce Development Agency and twenty-five per-
7 cent to the affected employees.

8 18. These penalties may be “stacked” separately for each of Defendants’ violations of the
9 Labor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77
10 (C.D. Cal. June 22, 2012) (“[F]ederal courts applying California law have concluded that stacking is
11 appropriate.”); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at
12 *7 (N.D. Cal. June 30, 2016) (“Finally, Plaintiff ignore the potential for stacking of PAGA penalties
13 related to wage-and-hour claims other than the gratuities and expense reimbursement claim, i.e., meal
14 and rest breaks, minimum wage and overtime, and workers’ compensation.”).

15 19. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
16 during the applicable statutory period and suffered the Labor Code violations alleged herein. Accord-
17 ingly, she seeks to recover, on behalf of herself and all other current and former aggrieved employees
18 of Defendant, the civil penalties provided by PAGA, including civil penalties for Defendant’s viola-
19 tions of Labor Code §§ 226, 226.3, 233, 246, 248, 248.2, 248.5, plus reasonable attorneys’ fees and
20 costs.

21 20. Representative Action. Plaintiff seeks to recover the PAGA civil penalties through a
22 representative action as permitted by PAGA and the California Supreme Court in *Arias v. Superior*
23 *Court*, 46 Cal. 4th 969 (2009). Therefore, class certification of the PAGA claims is not required, but
24 Plaintiff may choose to seek certification of the PAGA claims.

25 21. Labor Code § 2699(a), which is part of PAGA, provides:

26 Notwithstanding any other provision of law, any provision of this code that
27 provides for a civil penalty to be assessed and collected by the Labor and
28 Workforce Development Agency or any of its departments, divisions, com-
 missions, boards, agencies, or employees, for a violation of this code, may, as
 an alternative, be recovered through a civil action brought by an aggrieved

employee on behalf of themselves or themselves and other current or former employees pursuant to the procedures specified in § 2699(a).

22. Penalties. Labor Code § 2699(f), which is part of PAGA, provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

23. Civil penalties are specifically provided for violations of Section 226: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Labor Code § 226.

24. Additionally, under Labor Code § 226.3, “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

25. Furthermore, failure to comply with Sections 246 and 248 renders the employer liable for an administrative penalty that “shall include a sum of fifty dollars (\$50) for each day or portion thereof that the violation occurred or continued, not to exceed an aggregate penalty of four thousand dollars (\$4,000)” per employee. Labor Code § 248.5 (emphasis added).

26. Based on the foregoing, Plaintiff and aggrieved employees are entitled to civil penalties, to be paid by Defendant and allocated as required by PAGA or other statute, in an amount to be shown at trial subject to the following formula: (a) in an amount set forth as a civil penalty in the underlying statute; or (b) \$100 per initial violation per employee per pay period, and \$200 for each subsequent violation per employee per pay period.

27. Plaintiff, the aggrieved employees, and the State of California are entitled to recover

1 the maximum civil penalties allowed by law for the violations of the Labor Code and IWC Wage Orders
2 as alleged in this Complaint.

3 28. Procedural Requirements Met. Plaintiff filed a notice of claims with the LWDA and
4 sent a copy to Defendant by certified mail. **Exhibit A.** As of the date of filing this complaint, Plaintiff
5 has not received a response from the LWDA. As of 65 days from the date of that filing, should the
6 LWDA not take action in response to Plaintiff's filing, Plaintiff will meet all procedural requirements
7 necessary to bring this claim. Accordingly, Plaintiff is entitled to assert this claim. Labor Code
8 § 2699.3(a)(2).

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff respectfully prays judgment as follows:

- 11 A. For an Order:
- 12 a. Appointing Plaintiff as representative of the Aggrieved Employees and the State
13 of California;
- 14 b. Appointing Plaintiff's counsel as Class Counsel;
- 15 B. For statutory and civil penalties and special damages, according to proof at trial;
- 16 C. For pre- and post-judgment interest on monetary damages;
- 17 D. For preliminary and permanent injunctive relief;
- 18 E. For reasonable attorney's fees and costs and expert fees and costs; and
- 19 F. For such other relief as this Court deems just and proper.

20
21 Dated: September 27, 2021

Respectfully submitted,

22 **KING & SIEGEL LLP**

23
24
25 By: 
26 Elliot J. Siegel
27 Julian Burns King
28 Attorneys for Plaintiff and the Putative Class

Exhibit A



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September 27, 2021

Original filed online via the LWDA's PAGA Claim Notice Portal

Copy Sent via certified mail to:

INSIGHT GLOBAL, LLC.
1224 Hammond Drive, Suite 1500
Dunwoody, Georgia 30346

INSIGHT GLOBAL, LLC.
c/o CT Corporation
330 N. Brand Blvd, Suite 700
Glendale, CA 91203

Re: Talisha Woods v. Insight Global, LLC.

To Whom it May Concern:

We represent Talisha Woods ("Plaintiff") and a proposed class of current and former employees of defendant Insight Global, LLC. ("Defendants") in a lawsuit (the "Action") filed against Defendants in Contra Costa County Superior Court. A copy of the Complaint filed in the Action is enclosed as **Exhibit A**.

This letter serves as notice pursuant that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendants' employees employed from one year prior to filing of this Notice through trial on the Complaint (the "Aggrieved Employees").

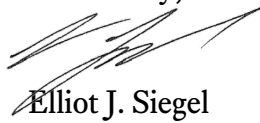
As set forth in the Complaint, Defendants violated their obligations under California Labor Code §§ 233 and 245, et seq., by failing to provide notice to employees of their sick leave balances, both regular and Covid-19 supplemental paid sick leave, available on either employees' itemized wage statements or in a separate writing

provided on Defendants' regularly scheduled pay days. Defendants further required covered employees to first use other paid or unpaid leave, paid time off, and/or vacation time, before they were allowed to use COVID-19 supplemental paid sick leave, by among other things, failing to inform employees of their entitled to COVID-19 supplemental paid sick leave

Together with this correspondence, the enclosed complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf the Aggrieved Employees. *See* Cal. Lab. Code §§ 2699, *et seq.*

Please feel free to contact us with any questions.

Sincerely,



Elliot J. Siegel
KING & SIEGEL LLP