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Attorneys for Plaintiff DARRIUS BRADFORD
on behalf of himself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

DARRIUS BRADFORD, on behalf of himself
and other aggrieved employees,

Plaintiff,

vs.

MUFG UNION BANK, N.A.; and DOES 1 to
100, inclusive,

Defendants.

Case No.: **21STCV42716**

PAGA ACTION

**PLAINTIFF DARRIUS BRADFORD'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTION 2698, *et seq.***

COMES NOW Plaintiff DARRIUS BRADFORD ("Plaintiff"), who alleges and complains
against Defendants MUFG UNION BANK, N.A. and DOES 1 to 100, inclusive (collectively,
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of himself, the State of California,
and other current and former aggrieved employees of Defendants who worked as hourly, non-
exempt employees, in California during the relevant time period seeking civil penalties associated
with Defendants' violations of the California Labor Code based on the following: failure to pay
wages for all hours worked at the minimum wage rate; failure to pay overtime hours worked at the
overtime rate; failure to indemnify employees for employment-related losses/expenditures; failure

1 to timely pay earned wages during employment; failure to provide complete and accurate wage
2 statements; and failure to timely pay all due and owing wages following separation of employment.
3 Plaintiff seeks, on a representative basis following notice to the Labor and Workforce Development
4 Agency, civil penalties, reasonable attorney's fees pursuant to Labor Code section 2699(g)(1) and
5 costs brought on behalf of Plaintiff, the State of California, and other current and former aggrieved
6 California-based hourly non-exempt employees.

7 **II. JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over Plaintiff and the other current and former aggrieved
9 California-based hourly non-exempt employees' claims because Plaintiff's lawsuit seeks damages
10 in excess of \$25,000 and Defendants employed other current and former aggrieved California-based
11 hourly non-exempt employees' and injuries occurred in locations throughout California including
12 but not limited to Los Angeles County at 7014 Third Avenue, Los Angeles, CA 90043.

13 **III. PARTIES**

14 3. Plaintiff brings this action as a representative of the Labor and Workforce
15 Development Agency on behalf of himself, the State of California, and other current and former
16 aggrieved, hourly non-exempt employees. The named Plaintiff and the persons on whose behalf
17 this action is filed include current, former and/or future employees of Defendants who worked,
18 work, or will work for Defendants as non-exempt hourly employees in California. At all times
19 mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen of
20 California and was employed by Defendants in an hourly position at Defendants' location in Los
21 Angeles.

22 4. Plaintiff is informed and believes and thereon alleges that Defendant MUFG UNION
23 BANK, N.A. is authorized to do business within the State of California and is doing business in the
24 State of California and/or that Defendants DOES 1-33 are, and at all times relevant hereto were
25 persons acting on behalf of Defendant MUFG UNION BANK, N.A. in the establishment of, or
26 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant MUFG
27 UNION BANK, N.A. operates in Los Angeles County and employed Plaintiff and other current and
28 former aggrieved employees in Los Angeles County, including but not limited to, at 7014 Third

1 Avenue, Los Angeles, CA 90043.

2 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 34
3 through 66 are corporations or are other business entities or organizations of a nature unknown to
4 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
5 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and working
6 conditions of employment of Plaintiff and aggrieved employees.

7 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 67
8 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
9 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
10 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
11 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
12 Industrial Welfare Commission's wage orders regulating hours and days of work.

13 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
14 sues said defendants by said fictitious names and will amend this complaint when the true names
15 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
16 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
17 named defendants is in some manner responsible for the events and allegations set forth in this
18 complaint.

19 8. Plaintiff makes the allegations in this complaint without any admission that, as to
20 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
21 reserves all of Plaintiff's right to plead in the alternative.

22 **FIRST CAUSE OF ACTION**

23 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

24 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

25 **(Against all Defendants and DOE Defendants)**

26 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

27 10. During the period beginning one-year period preceding the sending of the initial
28 notice to the LWDA and to Defendants to the present ("the Civil Penalty Period), Defendants

1 violated Labor Code sections 201, 202, 203, 204, 226, 510, 1194, 1197, 2802, and the applicable
2 Wage Orders.

3 11. Specifically, Defendants have committed the following violations of California
4 Labor Code:

5 12. **Failure to pay wages for all hours worked at the legal minimum wage:**
6 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
7 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
8 which includes all time that an employee is under control of the employer and all time the employee
9 is suffered and permitted to work. This includes the time an employee spends, either directly or
10 indirectly, performing services which inure to the benefit of the employer.

11 13. Labor Code sections 1194 and 1197 require an employer to compensate employees
12 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
13 Wage Orders.

14 14. In this case, Plaintiff and other current and former aggrieved California-based hourly
15 non-exempt employees worked more minutes per shift than Defendants credited them with having
16 worked. Specifically, Defendants failed to pay Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees all wages at the applicable minimum wage for all
18 hours worked due to Defendants’ policies, practices, and/or procedures including, but not limited
19 to:

20 (a) Requiring Plaintiff and other current and former aggrieved California-based
21 hourly non-exempt employees who worked remotely to spend time setting up their work from home
22 computer workstation with computer equipment provided by Defendants and download
23 applications, including an application called “RSA” on their personal cell phones that were required
24 for their employment with Defendants without being paid for this time; and,

25 (b) Requiring Plaintiff and other current and former aggrieved California-based
26 hourly non-exempt employees who worked remotely to follow a specific log in procedure each and
27 every workday prior to being able to clock in for the start of their shift without being paid for this
28 time. Assuming everything went smoothly, this log in procedure took a minimum of five minutes

1 daily and required Plaintiff and other current and former aggrieved California-based hourly non-
2 exempt employees who worked remotely to complete the following tasks off the clock:

- 3 i. Turn on or wake up the laptop computer provided by Defendants;
- 4 ii. Wait for the computer to complete initial booting and take the user to
5 log in screen;
- 6 iii. Enter log in credentials to log on the computer;
- 7 iv. Wait additional time for the computer to continue booting and
8 complete the loading of its operating system;
- 9 v. Launch a “VPN” application and wait for it to load;
- 10 vi. Once loaded, log into the “VPN” application;
- 11 vii. Wait additional time to load after entering log in credentials into
12 “VPN” application;
- 13 viii. Enter log in credentials at second screen in “VPN” application;
- 14 ix. Launch “RSA” application on personal cell phone;
- 15 x. Utilize the personal cell phone’s face recognition, fingerprint, or other
16 applicable security technology to log into the “RSA” application;
- 17 xi. Receive a code from the computer’s “VPN” application on their
18 personal device in the “RSA” application;
- 19 xii. Enter the code received on their personal device’s “RSA” application
20 into the “VPN” application on the computer to log into Defendant’s operating system;
- 21 xiii. Once in Defendant’s operating system, launch a phone application
22 called “Avaya 1 X Communicator” and wait for it to load;
- 23 xiv. Once loaded, use credentials to log into “Avaya 1 X Communicator”;
- 24 xv. Launch a second phone system application called “UB Soft Phone”
25 and wait for it to load;
- 26 xvi. Once loaded, use credentials to log into “UB Soft Phone”;
- 27 xvii. Once both phone systems have loaded, use a web browser to navigate
28 to “Service Now Application”;

xviii. Once inside the "Service now Application," navigate to the "SSS Dashboard" to report available or ready; and

xix. Finally, clock in for the start of the shift.

15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current and former aggrieved California-based hourly non-exempt employees to be subject to Defendants' control without paying wages for that time. This resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees working time for which they were not compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable Wage Order.

16. **Failure to pay wages for overtime hours worked at the overtime rate of pay:** Defendants employed many of their employees, including Plaintiff, as hourly non-exempt employees. In California, an employer is required to pay hourly employees for all "hours worked," which includes all time that an employee is under control of the employer and all time the employee is suffered and permitted to work. This includes the time an employee spends, either directly or indirectly, performing services that inure to the benefit of the employer.

17. Labor Code sections 510 and 1194 require an employer to compensate employees a higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

Any work in excess of eight (8) hours in one workday, any work in excess of forty (40) hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of work in any one (1) workweek, shall be compensated at the rate of no less than one-and-one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

Labor Code section 510.

18. In this case, Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours worked due to Defendants' policies, practices, and/or procedures including, but not limited to:

(a) Requiring Plaintiff and other current and former aggrieved California-based

1 hourly non-exempt employees who worked remotely to spend time setting up their work from home
2 computer workstation with computer equipment provided by Defendants and download
3 applications, including an application called “RSA” on their personal cell phones that were required
4 for their employment with Defendants without being paid for this time; and,

5 (b) Requiring Plaintiff and other current and former aggrieved California-based
6 hourly non-exempt employees who worked remotely to follow a specific log in procedure each and
7 every workday prior to being able to clock in for the start of their shift without being paid for this
8 time. Assuming everything went smoothly, this log in procedure took a minimum of five minutes
9 daily and required Plaintiff and other current and former aggrieved California-based hourly non-
10 exempt employees who worked remotely to complete the following tasks off the clock:

- 11 i. Turn on or wake up the laptop computer provided by Defendants;
- 12 ii. Wait for the computer to complete initial booting and take the user to
13 log in screen;
- 14 iii. Enter log in credentials to log on the computer;
- 15 iv. Wait additional time for the computer to continue booting and
16 complete the loading of its operating system;
- 17 v. Launch a “VPN” application and wait for it to load;
- 18 vi. Once loaded, log into the “VPN” application;
- 19 vii. Wait additional time to load after entering log in credentials into
20 “VPN” application;
- 21 viii. Enter log in credentials at second screen in “VPN” application;
- 22 ix. Launch “RSA” application on personal cell phone;
- 23 x. Utilize the personal cell phone’s face recognition, fingerprint, or other
24 applicable security technology to log into the “RSA” application;
- 25 xi. Receive a code from the computer’s “VPN” application on their
26 personal device in the “RSA” application;
- 27 xii. Enter the code received on their personal device’s “RSA” application
28 into the “VPN” application on the computer to log into Defendant’s operating system;

- xiii. Once in Defendant's operating system, launch a phone application called "Avaya 1 X Communicator" and wait for it to load;
- xiv. Once loaded, use credentials to log into "Avaya 1 X Communicator";
- xv. Launch a second phone system application called "UB Soft Phone" and wait for it to load;
- xvi. Once loaded, use credentials to log into "UB Soft Phone";
- xvii. Once both phone systems have loaded, use a web browser to navigate to "Service Now Application";
- xviii. Once inside the "Service now Application," navigate to the "SSS Dashboard" to report available or ready; and
- xix. Finally, clock in for the start of the shift.

19. The foregoing policies, practices, and/or procedures resulted in time during each workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt employees were under the control of Defendants but were not compensated. To the extent that the foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved California-based hourly non-exempt employees worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code sections 510 and 1194 and the applicable Wage Order.

20. **Failure to Indemnify for Losses and Expenditures Incurred as Part of Employment:** California law requires that every employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

21. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff and other current and former aggrieved California-based non-exempt hourly employees' necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a policy, practice, and procedure including, but not limited to:

1 (a) Requiring Plaintiff and other current and former aggrieved California-based
2 hourly non-exempt employees who work remotely to use or purchase their own tools and/or
3 resources in order to work for Defendants, including but not limited to computer cables, internet,
4 and /or cell phone (including both telephone use and cellular data use) for work-related purposes—
5 without reimbursing Plaintiff and other current and former aggrieved California-based hourly non-
6 exempt employees who worked remotely for such use.

7 22. Moreover, Defendants employed policies and procedures which ensured Plaintiff and
8 aggrieved employees would not receive indemnification for their employment related expenses.
9 This practice resulted in Plaintiff and aggrieved employees not receiving such indemnification in
10 compliance with California law.

11 23. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
12 employment related expenses, including but not limited to costs related to use of their personal cell
13 phones and costs associated with their uniforms pursuant to Labor Code section 2802.

14 24. **Failure to timely pay earned wages during employment:** In California, wages
15 must be paid at least twice during each calendar month on days designated in advance by the
16 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned
17 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and
18 the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any
19 calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll
20 periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7)
21 calendar days following the close of the payroll period in which wages were earned. Labor Code
22 section 204(d).

23 25. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed to
24 timely pay Plaintiff's and other current and former aggrieved California-based hourly non-exempt
25 employees' earned wages (including minimum wages, and/or overtime wages), in violation of Labor
26 Code section 204. Defendants' aforementioned policies, practices, and/or procedures resulted in
27 their failure to pay Plaintiff's and other current and former aggrieved California-based hourly non-
28 exempt employees' their earned wages within the applicable time frames outlined in Labor Code

1 section 204.

2 26. **Failure to provide complete and accurate wage statements:** Labor Code section
3 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee
4 his or her wages, the employer must “furnish each of his or her employees ... an itemized statement
5 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
6 employee whose compensation is solely based on a salary and who is exempt from payment of
7 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
8 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
9 is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders
10 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
11 dates of the pay period for which the employee is paid, (7) the name of the employee and his or her
12 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee.”

15 27. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
16 and other current and former aggrieved California-based hourly non-exempt employees all wages
17 earned (including minimum wages, and/or overtime wages) rendered Plaintiff’s and other current
18 and former aggrieved California-based hourly non-exempt employees’ wage statements inaccurate,
19 in violation of Labor Code section 226.

20 28. **Failure to pay employees all wages due at time of termination/resignation:** An
21 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
22 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
23 hours of resignation (Labor Code section 202).

24 29. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
25 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all
26 their earned wages (including minimum wages, and/or overtime wages), Defendants failed to pay
27 those employees timely after each employee’s termination and/or resignation, in violation of Labor
28 Code sections 201, 202, and 203.

1 30. Defendants' violations of Wage Order 6 constituted violations of Labor Code section
2 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

3 31. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
4 on behalf of himself or herself and other current or former employees, to bring a civil action to
5 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
6 section 2699.3.

7 32. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
8 section 2699.3. On September 3, 2021, Plaintiff filed notice with LWDA and provided notice to
9 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
10 alleged to have been violated, including the facts and theories to support the violations alleged. On
11 September 14, 2021, Plaintiff filed notice with LWDA and provided an amended notice to
12 Defendants by certified mail which provided notice of the specific provisions of the Labor Code
13 alleged to have been violated, including the facts and theories to support the violations alleged.

14 33. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
15 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
16 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
17 parties notice within 60 days of the date of Plaintiff's letter or amended letter that the LWDA intends
18 to investigate Plaintiff's claims.

19 34. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
20 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 510, 1194, 1197,
21 2802, during the Civil Penalty Period in the following amounts:

22 a. For violations of Labor Code sections 201, 202, 203, 204, and 2802; one
23 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
24 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation
25 [penalty amounts established by Labor Code section 2699(f)(2)].

26 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
27 for each employee for each pay period for the initial violation, and for each subsequent violation,
28 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts

1 established by Labor Code section 226.3].

2 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
3 employee for each pay period for the initial violation, and for each subsequent violation, one
4 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
5 established by Labor Code section 558] and any unpaid wages.

6 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
7 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
8 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
9 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

10 35. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
11 reasonable attorney's fees and costs in connection with his claims for civil penalties

12 **PRAYER FOR RELIEF**

13 **WHEREFORE, PLAINTIFF, ON HIS BEHALF, ON BEHALF OF THE STATE OF**
14 **CALIFORNIA, AND ON BEHALF OF OTHER CURRENT AND FORMER AGGRIEVED**
15 **CALIFORNIA-BASED EMPLOYEES PRAYS AS FOLLOWS:**

16 **ON THE FIRST CAUSE OF ACTION:**

17 1. That the Defendants be found to have violated the provisions of the Labor Code and
18 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

19 2. For any and all legally applicable penalties during the relevant statute of limitations
20 subject to any permissible tolling, including but not limited to that recoverable under California
21 Labor Code, including but not limited to sections 2699(f).

22 3. For attorneys' fees and costs of suit, including but not limited to that recoverable
23 under California Labor Code section 2699(g); and,

24 4. For such and other further relief, in law and/or equity, as the Court deems just or
25 appropriate.

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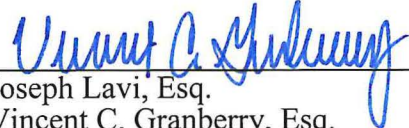
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Dated: November 19, 2021

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: 

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Attorneys for Plaintiff
DARRIUS BRADFORD
on behalf of himself and current and former
aggrieved employees