

EXHIBIT B

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

BO AVERY, PHOEBE RODGERS, KRISTY
 CAMILLERI, AND JILL UNVERFERTH,
 individually, on behalf of themselves and on
 behalf of all others similarly situated,

Plaintiffs,

v.

TEKSYSTEMS, INC.

Defendant.

Case No.: CGC-22-597900

**FIRST AMENDED CLASS ACTION
 COMPLAINT**

1. Unpaid overtime, Lab. Code §§ 510, 1194, 1198
2. Failure to timely pay wages upon termination, Lab. Code §§ 201-03
3. Failure to provide and maintain timely, accurate, itemized wage statements, Lab. Code §§ 226, 1174
4. Meal break violations, Lab. Code §§ 226.7, 512
5. Rest break violations, Lab. Code § 226.7
6. Unlawful, unfair, and/or deceptive business practices, Bus. & Prof. Code § 17200, *et seq.*
7. Civil Penalties Under Private Attorney General Act, Cal. Lab. Code § 2698, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Bo Avery, Phoebe Rodgers, Kristy Camilleri, and Jill Unverferth (“Plaintiffs”),
 2 on behalf of themselves and all other persons similarly situated, known and unknown, file this
 3 First Amended Complaint against TEKsystems, Inc. (“Defendant”), and in support thereof state
 4 as follows:

5 **JURISDICTION AND VENUE**

6 1. This class action is brought pursuant to California Code of Civil Procedure
 7 section 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal
 8 jurisdiction limits of the Superior Court and will be established according to proof at trial.

9 2. This Court has jurisdiction over this action pursuant to the California
 10 Constitution, Article VI, Section 10. The statutes under which this action is brought do not
 11 specify any other basis for jurisdiction.

12 3. This Court has jurisdiction over Defendant because Defendant has sufficient
 13 minimum contacts in California, or otherwise intentionally avails itself of the California market
 14 so as to render the exercise of jurisdiction over it by the California courts consistent with
 15 traditional notions of fair play and substantial justice.

16 4. Venue is proper in this Court because Defendant transacts business in this county
 17 and the acts and omissions alleged herein took place in this county.

18 **SUMMARY OF CLAIMS**

19 5. This putative class action seeks the recovery of unpaid wages and penalties on
 20 behalf of current and former individuals employed by Defendant as salaried Recruiters.

21 6. Plaintiffs seek relief under Wage Order No. 4-2001; Unpaid Overtime, Labor
 22 Code §§ 510, 1194, 1198; Failure to Timely Pay Wages Upon Termination, Labor Code §§ 201-
 23 03; Failure to Provide and Maintain Timely, Accurate, Itemized Wage Statements, Labor Code
 24 §§ 226, 1174; Meal and Rest Break Violations, Labor Code §§ 226.7, 512; and Unlawful, Unfair,
 25 and/or Deceptive Business Practices, Bus. & Prof. Code § 17200, *et seq.*

26 7. Pursuant to the Private Attorney General Act of 2004 (“PAGA”), California
 27 Labor Code § 2698, *et seq.*, Plaintiff Rodgers provided the California Labor and Workforce
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1 Development Agency notice of her intent to seek penalties under PAGA for all Recruiters to
 2 whom Defendant failed to pay overtime wages and other claims, including the facts and theories
 3 to support the alleged violations, on January 28, 2022. Having received no response from the
 4 Agency within 65 days of providing their notice, Plaintiffs “may commence a civil action”
 5 alleging PAGA violations on behalf of Sales Representatives. Cal. Lab. Code
 6 2699.3(a)(2)(C)(B).

7 8. Defendant is a professional staffing agency that provides staffing services to its
 8 clients.

9 9. Plaintiffs worked for Defendant as Recruiters.

10 10. Defendant paid Plaintiffs a salary.

11 11. Plaintiffs were eligible to receive commissions.

12 12. Plaintiff Avery earned less than \$5,000.00 in commissions during his employment
 13 with Defendant.

14 13. Plaintiff Rodgers earned less than \$5,000.00 in commissions during her
 15 employment with Defendant.

16 14. Plaintiff Camilleri earned less than \$5,000.00 in commissions during her
 17 employment with Defendant.

18 15. Plaintiff Unverferth earned less than \$5,000.00 in commissions during her
 19 employment with Defendant.

20 16. In one or more workweeks since January 2018, Plaintiff Avery worked in excess
 21 of forty (40) hours.

22 17. In one or more workdays since January 2018, Plaintiff Avery worked in excess of
 23 eight (8) hours in a workday.

24 18. In one or more workdays since January 2018, Plaintiff Avery worked in excess of
 25 twelve (12) hours in a workday.

26 19. In one or more workweeks since May 2018, Plaintiff Rodgers worked in excess of
 27 forty (40) hours.

1 20. In one or more workdays since May 2018, Plaintiff Rodgers worked in excess of
2 eight (8) hours in a workday.

3 21. In one or more workdays since May 2018, Plaintiff Rodgers worked in excess of
4 twelve (12) hours in a workday.

5 22. In one or more workweeks since January 2018, Plaintiff Camilleri worked in
6 excess of forty (40) hours.

7 23. In one or more workdays since January 2018, Plaintiff Camilleri worked in excess
8 of eight (8) hours in a workday.

9 24. In one or more workdays since January 2018, Plaintiff Camilleri worked in excess
10 of twelve (12) hours in a workday.

11 25. In one or more workweeks since January 2018, Plaintiff Unverferth worked in
12 excess of forty (40) hours.

13 26. In one or more workdays since January 2018, Plaintiff Unverferth worked in
14 excess of eight (8) hours in a workday.

15 27. In one or more workdays since January 2018, Plaintiff Unverferth worked in
16 excess of twelve (12) hours in a workday.

17 28. Defendant classified Plaintiffs and other Recruiters as exempt from the state
18 overtime laws and did not pay them overtime wages when they worked over forty (40) hours in
19 one or more individual workweeks, more than eight (8) hours in one or more workdays, or more
20 than twelve (12) hours in one or more workdays.

21 29. Defendant misclassified Plaintiffs and other Recruiters as exempt from the state
22 overtime laws.

23 30. Defendant's practices violate the state laws pled herein. Plaintiffs seek declaratory
24 relief; overtime compensation for all overtime work required, suffered, or permitted by
25 Defendant; and other damages and penalties as permitted by applicable law; other benefits
26 recoverable under applicable law and interest; and attorneys' fees and costs.

THE PARTIES

31. Plaintiff Bo Avery is a resident of Roseville, California.

32. Plaintiff Avery was employed by Defendant as a Recruiter from approximately May 2017 to April 2019.

33. Plaintiff Avery worked out of Defendant's Rancho Cordova Office.

34. Plaintiff Phoebe Rodgers is a resident of Irvine, California.

35. Plaintiff Rodgers was employed by Defendant as a Recruiter from approximately May 2018 to March 2020.

36. Plaintiff Rodgers worked out of Defendant's Orange County Office.

37. Plaintiff Kristy Camilleri is a resident of San Francisco, California.

38. Plaintiff Camilleri was employed by Defendant as a Recruiter from approximately June 2016 to July 2019.

39. Plaintiff Camilleri worked out of Defendant's San Francisco Office.

40. Plaintiff Jill Unverferth is a resident of San Francisco, California.

41. Plaintiff Unverferth was employed by Defendant as a Recruiter from approximately June 2017 to December 2019.

42. Plaintiff Unverferth worked out of Defendant's San Francisco Office.

43. During the relevant periods, Plaintiffs were Defendant's "employees" within the meaning of Lab. Code § 1171.

44. Defendant is a corporation organized and existing under the laws of the State of Maryland.

45. Defendant maintains its corporate headquarters in Hanover, Maryland.

46. At all times relevant hereto, Defendant has been Plaintiffs' "employer" within the meaning of Lab. Code § 1171.

FACTUAL ALLEGATIONS FOR ALL CLAIMS

47. Defendant employs Account Managers who are responsible for working directly with Defendant's clients. Account Managers obtain all of the information regarding the position

1 that a client is trying to fill. Clients advise Account Managers of the specific credentials and
2 qualifications required of a candidate. Account Managers in turn provide this information to
3 Recruiters.

4 48. Defendant's Account Managers supervise Recruiters and inform Recruiters of a
5 client's hiring needs.

6 49. Recruiters are required to follow specific protocols to find candidates who were
7 qualified for open positions. Recruiters were primarily responsible for searching employment
8 databases, including Indeed, Monster, LinkedIn, Careerbuilder, and Defendant's internal system
9 Connected, to assemble a list of names of potential candidates. Recruiters then contact these
10 potential candidates to see if they meet the qualifications set by Defendant's clients and are
11 interested in the open position.

12 50. Recruiters identify the names of candidates who meet the requirements for an
13 open position and are required to submit these names to Defendant's Account Managers.

14 51. Multiple Recruiters search for candidates for a single opening.

15 52. Account Managers have the full and ultimate authority to decide which candidates
16 will be presented to Defendant's clients. Recruiters do not have decision making authority.

17 53. Recruiters are not permitted to create or use their own recruiting strategies.

18 54. Recruiters are required to screen candidates according to Defendant's processes
19 and procedures.

20 55. Due to Defendant's productivity demands, Plaintiffs and other Recruiters would
21 routinely arrive to work at or earlier than 8:00 a.m. and stay past 5:00 p.m. They would also
22 regularly work through their lunch periods, work on weekends, and work late in the evening
23 from home.

24 56. Plaintiffs and other Recruiters routinely worked more than eight (8) hours each
25 day, more than twelve (12) hours each day, and more than fifty (50) hours each week. Working
26 overtime was integral to their employment.

27 57. Defendant classified Plaintiffs and other Recruiters as exempt and did not pay
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1 them overtime wages for the hours they worked over eight (8) in a workday, over twelve (12) in
2 a workday, and/or forty (40) in a work week.

3 CLASS ACTION ALLEGATIONS

4 58. Plaintiffs bring the Causes of Action on behalf of themselves and all others
5 similarly situated as a class action under California Code of Civil Procedure § 382.

6 59. All claims alleged herein arise under California law for which Plaintiffs seek
7 relief authorized by California law.

8 60. Plaintiffs' proposed Class consists of and is defined as follows:

9 All individuals who worked for Defendant in the state of California as Recruiters
10 and who were classified as exempt at any time from January 28, 2018, four years
11 from the date the original complaint was filed, through the date of certification
12 ("Class Period").

13 61. As explained below, a well-defined community of interest exists between and
14 among members of the Class.

15 62. **Ascertainable Class:** The proposed Class consists of readily ascertainable
16 persons. The identity of each class member is readily ascertainable via inspection of Defendant's
17 employment records.

18 63. **Numerosity** – Plaintiffs are informed and believe there are more than 200 class
19 members. The number of class members is so numerous that joinder of all members would be
20 unfeasible and highly impractical. Disposition of the class members' claims through a common
21 action will benefit both the parties and this Court. A class action will be efficient and prevent
22 redundancy of claims and inconsistent rulings.

23 64. **Typicality** – Plaintiffs' claims for damages, penalties, and restitution are typical
24 of the proposed class members' claims. Defendant's practice of uniformly classifying Recruiters
25 as exempt employees and failing to pay them overtime, failing to provide them with meal and
26 rest breaks, failing to pay all owed overtime at the time of separation, and failing to provide
27 timely, accurate, and itemized wage statements was consistent for all class members. Plaintiffs
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1 and class members suffered a common injury as a result of Defendant's conduct.

2 **65. Adequacy:** Plaintiffs are members of the proposed Class. Plaintiffs suffered
3 actual harm and damages as a result of Defendant's misclassification of Recruiters as exempt and
4 failure to pay them owed overtime pay, failure to provide meal and rest breaks, failure to pay all
5 owed wages at the time of separation, and failure to provide accurate and itemized wage
6 statements. Plaintiffs have been informed of their duties as a class representative and have
7 committed to serving in that capacity as an adequate representative. Plaintiffs' interests in the
8 pursuit of the case are not adverse to the interests of the other class members, and Plaintiffs are
9 aware of no conflicts of interest that are capable of destroying their adequacy to pursue the
10 claims made herein. Plaintiffs are informed and believe they have selected competent Class
11 Counsel who are experienced in handling both the procedural and substantive aspects of the case
12 as a class action. Plaintiffs will fairly protect the interests of the Class, have no interests
13 antagonistic to the Class, and will vigorously pursue this suit via attorneys who are competent,
14 skilled, and experienced in litigating employment matters and well-acquainted with class action
15 processes and procedures.

16 **66. Superiority:** The class action mechanism provides a particularly efficient and
17 appropriate procedure to afford relief to Plaintiffs and the Class for the wrongs alleged herein, as
18 follows:

19 a. The case involves a large corporate defendant and a sufficiently numerous
20 group of individual class members, with many having relatively small claims, but all having
21 similar common issues of law and fact;

22 b. If each class member was required to file an individual lawsuit, the large
23 corporate Defendant would necessarily gain an unconscionable advantage because Defendant
24 would be able to exploit and overwhelm the limited resources of each individual class member
25 with Defendant's superior financial and legal resources;

26 c. Requiring each class member to pursue an individual remedy would
27 discourage class members from pursuing their claims because many would be disinclined to
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1 pursue an action against Defendant out of an appreciable and justifiable fear of retaliation and
 2 permanent damage to their careers.

3 d. Proof of common business practices and policies that the class members
 4 were all subject to will establish the right of each of the class members to recover on the causes
 5 of action alleged herein;

6 e. The prosecution of separate actions by individual class members would
 7 create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the
 8 individual class members against Defendant and may establish potentially incompatible
 9 standards of conduct for Defendant;

10 f. The cost to the court system of adjudicating individualized claims would
 11 be substantial.

12 **67. Existence and Predominance of Common Questions of Fact and Law:** There
 13 are common questions of law and fact as to the Class which predominate over questions
 14 affecting only individual class members, including, without limitation:

15 a. Whether Defendant classified Plaintiffs and class members as exempt
 16 from overtime;

17 b. Whether Defendant required Plaintiffs and class members to work over
 18 eight (8) hours per day, over twelve (12) hours per day and/or over forty (40) hours per week;

19 c. Whether Defendant failed to pay overtime compensation to Plaintiffs and
 20 class members;

21 d. Whether Defendant's policy and practice of classifying Plaintiffs and class
 22 members as exempt from overtime entitlement under California law and Defendant's policy and
 23 practice of failing to pay overtime to California class members violate applicable provisions of
 24 California law, including the California Unfair Competition Law, Bus. & Prof. Code § 17200, *et*
 25 *seq.*, the California Labor Code and related regulations, Labor Code §§ 201, 202, 203, 226,
 26 226.7, 510, 512, 1174, 1194, and 1198, as well as Wage Order No. 4-2001.

27 e. Whether Defendant unlawfully failed to keep and furnish class members
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1 with records of hours worked, in violation of Labor Code §§ 226 and 1174;

2 f. Whether Defendant deprived Plaintiffs and class members of meal
3 periods:

4 g. Whether Defendant deprived Plaintiffs and class members of rest periods;

5 h. Whether Defendant failed to timely pay wages due to Plaintiffs and class
6 members during their employment,

7 i. Whether Defendant failed to timely pay wages due to Plaintiffs and class
8 members upon their discharge;

9 j. Whether Defendant's failure to pay wages in accordance with the California
10 Labor Code was willful or reckless;

11 k. Whether Defendant engaged in unlawful, unfair and/or deceptive business
12 practices in violation of California Business & Professions Code § 17200, *et seq.*; and

13 l. The proper measure of damages sustained and the proper measure of
14 restitution recoverable by Plaintiffs and class members.

15 **68. Manageability of Class and Common Modes of Proof:** The nature of this
16 action makes the class action format a particularly efficient and appropriate procedure to address
17 the wrongs alleged herein. Specifically, Defendant maintains all records necessary to identify
18 each class member. Defendant maintained a common practice of misclassifying Recruiters as
19 exempt and failing to pay them overtime wages. Defendant had a common practice of failing to
20 provide Recruiters with meal and rest breaks, failing to pay them all owed compensation,
21 including overtime wages, at the time of their separation from employment, and failing to
22 provide them with timely, accurate, itemized wage statements reflecting their hours worked.
23 Further, Defendant utilized these uniform practices to gain an unfair competitive advantage over
24 competitors by essentially lowering operating costs in comparison to competitors. This action is
25 brought for the benefit of Plaintiffs and all affected employees, and to promote the public policy
26 of the State of California to protect employee wages and prevent unfair competition in
27 employment.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages)

Violation of Labor Code §§ 510, 1194, 1198; Wage Order No. 4-2001

69. Plaintiffs, on behalf of themselves and all members of the Class they seek to represent, reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

70. California law requires an employer, such as Defendant, to pay overtime compensation to all nonexempt employees for all hours worked over eight (8) per day, over twelve (12) per day or forty (40) per week.

71. Under California law, Plaintiffs and the class members are nonexempt employees entitled to be paid overtime compensation for all overtime hours worked.

72. Throughout the Class Period, and continuing through the present, Plaintiffs and the class members worked in excess of eight (8) hours in a workday, twelve (12) hours in a workday and/or forty (40) hours in a workweek.

73. During the Class Period, Defendant misclassified Plaintiffs and class members as exempt from overtime pay entitlement and failed and refused to pay them overtime premium pay for their overtime hours worked.

74. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs and the class members have sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendant in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

SECOND CAUSE OF ACTION

(Failure to Pay Timely Wages During Employment and Upon Separation)

Labor Code §§ 201-03

75. Plaintiffs, on behalf of themselves and all members of the Class they seek to represent, reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

1 76. Labor Code §§ 201 and 202 require Defendant to pay its employees all wages due
2 within the time specified by law. Labor Code § 203 provides that if an employer willfully fails to
3 timely pay such wages, the employer must continue to pay the subject employees' wages until
4 the back wages are paid in full or an action is commenced, up to a maximum of thirty (30) days
5 of wages.

6 77. Plaintiffs and all class members who ceased employment with Defendant are
7 entitled to unpaid compensation, but to date have not received such compensation.

8 78. More than thirty (30) days have passed since Plaintiffs and certain other class
9 members left Defendant's employ.

10 79. As a consequence of Defendant's willful conduct in not paying compensation for
11 all hours worked, Plaintiffs and class members whose employment ended during the Class period
12 are entitled to thirty (30) days' wages under Labor Code § 203, together with interest thereon and
13 attorneys' fees and costs.

14 **THIRD CAUSE OF ACTION**

15 **(Failure to Provide and Maintain Accurate Wage Statements)**

16 **Labor Code §§ 226, 1174**

17 80. Plaintiffs, on behalf of themselves and all members of the Class they seek to
18 represent, reallege and incorporate by reference all other paragraphs as if they were set forth
19 again herein.

20 81. Defendant knowingly and intentionally failed to provide timely, accurate,
21 itemized wage statements including, inter alia, hours worked, to Plaintiffs and class members in
22 accordance with Labor Code § 226(a) and the Industrial Welfare Commission ("IWC") Wage
23 Order(s). Such failure caused injury to Plaintiffs and class members by, among other things,
24 impeding them from knowing the amount of wages to which they are and were entitled. At all
25 times relevant herein, Defendant has failed to maintain records of hours worked by Plaintiffs and
26 class members as required under Labor Code § 1174(d).

27 82. Plaintiffs and the Class are entitled to and seek injunctive relief requiring
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1 Defendant to comply with Labor Code §§ 226(a) and 1174(d), and further seek the amount
 2 provided under Labor Code §§ 226(e), including the greater of all actual damages or \$50.00 for
 3 the initial pay period in which a violation occurred and \$100.00 per employee for each violation
 4 in a subsequent pay period.

5 **FOURTH CAUSE OF ACTION**

6 **(Meal Break Violations)**

7 **Wage Order No. 4-2001; Labor Code §§ 226.7, 512**

8 83. Plaintiffs, on behalf of themselves and all members of the Class they seek to
 9 represent, reallege and incorporate by reference all other paragraphs as if they were set forth
 10 again herein.

11 84. At all relevant times set forth herein, the applicable IWC Wage Order(s) and
 12 Labor Code §§ 226.7 and 512(a) were applicable to Plaintiffs' and the other class members'
 13 employment with Defendant.

14 85. At all relevant times set forth herein, Labor Code § 512(a) provides that an
 15 employer may not require, cause, or permit an employee to work for a period of more than five
 16 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
 17 minutes.

18 86. Plaintiffs and class members regularly work and have worked in excess of five-
 19 hour shifts without being afforded at least a half-hour meal break in which they were relieved of
 20 all duty and more than ten-hour shifts without being afforded a second half-hour meal break in
 21 which they were relieved of all duty, as required by Labor Code §§ 226.7 and 512 and Wage
 22 Order No. 4-2001 § 11(a).

23 87. As a result of Defendant's failure to afford proper meal periods, Defendant is
 24 liable to Plaintiffs and the Class for one hour of additional pay at the regular rate of
 25 compensation for each workday that the proper meal periods were not provided, pursuant to
 26 Labor Code § 226.7 and Wage Order No. 4-2001 § 11(b).

FIFTH CAUSE OF ACTION

(Rest Break Violations)

Wage Order No. 4-2001; Labor Code § 226.7

88. Plaintiffs, on behalf of themselves and all members of the Class they seek to represent, reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

89. At all relevant times set forth herein, the applicable IWC Wage Order(s) and Labor Code § 226.7 were applicable to Plaintiffs' and class members' employment with Defendant.

90. At all relevant times, Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC.

91. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or a major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

92. Plaintiffs and class members regularly work and/or have worked without being afforded at least one ten-minute rest break, in which they were relieved of all duty, per four (4) hours of work performed or major fraction thereof, as required by Labor Code § 226.7 and Wage Order No. 4-2001 § 12.

93. As a result of Defendant's failure to afford proper rest periods, it is liable to Plaintiffs and class members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to Labor Code § 226.7 and Wage Order No. 4-2001 § 12(b).

SIXTH CAUSE OF ACTION

(California Unfair Competition Law)

Bus. & Prof. Code § 17200, *et seq.*

94. Plaintiffs, on behalf of themselves and all members of the Class they seek to represent, reallege and incorporate by reference all other paragraphs as if they were set forth again herein.

95. The foregoing conduct, as alleged, violates the Unfair Competition Law (“UCL”), Bus. & Prof. Code § 17200, *et seq.* Section 17200 of the Bus. & Prof. Code prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or practices.

96. During the Class Period, Defendant committed, and continues to commit, acts of unfair competition, as defined by the UCL by, among other things, engaging in the acts and practices described herein. Defendant’s conduct as herein alleged has injured Plaintiffs and the class members by wrongfully denying them earned wages, and therefore was substantially injurious to Plaintiffs and the class members.

97. Defendant engaged in unfair competition in violation of the UCL by violating, inter alia, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. Labor Code §§ 510, 1194, 1198;
- b. Labor Code §§ 201, 202, 203;
- c. Labor Code §§ 226, 1174; and
- d. Labor Code §§ 226.7, 512.

98. Defendant’s course of conduct, acts, and practices in violation of the laws mentioned in the above paragraph constitute a separate and independent violation of the UCL. Defendant’s conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

99. The unlawful and unfair business practices and acts of Defendant, described above, have injured class members in that they were wrongfully denied the payment of earned

1 overtime wages.

2 100. Plaintiffs, on behalf of themselves and the Class, seek restitution in the amount of
3 the respective unpaid wages earned and due at a rate of at least one and one-half times the
4 regular rate of pay for work performed in excess of eight (8) hours in a day, or forty (40) hours in
5 a workweek, and double the regular rate of pay for work performed in excess of twelve (12)
6 hours per day.

7 101. Plaintiffs, on behalf of themselves and the Class, seek recovery of attorneys' fees
8 and costs of this action to be paid by Defendant, as provided by the UCL and Labor Code §§
9 218.5 and 1194.

10 **SIXTH CAUSE OF ACTION**

11 **(Violation of the Private Attorney General Act ("PAGA"))**

12 **California Labor Code § 2698, *et seq.***

13 102. Plaintiffs, on behalf of themselves and all members of the Class they seek to
14 represent, reallege and incorporate by reference all other paragraphs as if they were set forth
15 again herein.

16 103. The Private Attorney General Act ("PAGA"), Cal. Lab. Code § 2698, *et seq.*,
17 authorizes Plaintiffs to recover civil penalties that otherwise would have been "assessed and
18 collected by the Labor and Workforce Development Agency" for violations of the Labor Code
19 through a "civil action brought by an aggrieved employee on behalf of himself or herself and
20 other current or former employees." Cal. Lab. Code § 2699(a).

21 104. Plaintiffs seek to recover, on behalf of themselves and all other current and former
22 aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
23 attorneys' fees and costs.

24 105. Plaintiffs seek to recover the PAGA civil penalties through a representative action
25 as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th
26 969 (2009). Therefore, class certification of the PAGA claims is not required, but Plaintiffs may
27 choose to seek certification of the PAGA claims.

106. Plaintiffs have satisfied the requirements for bringing a civil action under PAGA, as set forth in California Labor Code § 2699.3.

107. In a letter submitted online on January 28, 2022, Plaintiff Rodgers provided notice to the California Labor and Workforce Development Agency of her intent to seek penalties under PAGA for all Recruiters that Defendant unlawfully failed to pay overtime compensation for all hours worked over 40 in a workweek and/or over eight hours in a workday to California Sales Development Representatives, in violation of Cal. Labor Code §§ 510, 1194, 1198 and the applicable Wage Order. Additionally, Plaintiff Rodgers alleged that Defendant violated California law by: (1) failing to provide timely, accurate, and itemized wage statements in accordance with Cal. Labor Code §§ 226, 226.3, 1174, and 1174.5; (2) failing to timely pay wages during employment and upon separation in accordance with Cal. Labor Code §§ 201-204; and (3) failing to provide meal and rest breaks in accordance with Cal. Labor Code §§ 218.5, 226.7, 512, and the applicable Wage Order. A copy of the letter transmitted to the Agency is attached hereto as Exhibit A. A confirmation of online submission is attached hereto as Exhibit B.

108. Plaintiffs did not receive a response from the California Labor and Workforce Development Agency within 65 calendar days of the submission date of Plaintiff's notice to the California Labor and Workforce Development Agency. *See* Cal. Lab. Code § 2699.6(a)(2)(A).

109. Under California Labor Code § 2699(f)(2), Defendant is subject to the following civil penalties:

- a. Cal. Labor Code § 510 (overtime compensation): \$100 for initial violations and \$200 for subsequent violations;
- b. Cal. Labor Code § 226 (wage statements): \$250 for initial violations and \$1,000 for subsequent violations;
- c. Cal. Lab. Code §§ 226.7 & 512 (meal and rest breaks): \$100 for initial violations and \$200 for subsequent violations; and
- d. Cal. Lab. Code Labor Code § 204 (waiting time penalties): \$100 for initial

violations and \$200 for subsequent violations, plus 25 percent of the amount unlawfully withheld.

110. Plaintiffs, on behalf of themselves and all other aggrieved employees, request relief as described below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for relief and judgment against Defendant as follows:

a. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees and costs in excess of twenty-five thousand dollars (\$25,000.00).

Class Certification

b. Certification of this action as a class action on behalf of the members of the Class;
c. Designation of Plaintiffs as Representatives of the Class;
d. Designation of the attorneys at Lichten & Liss-Riordan, P.C. and Werman Salas P.C.;

Additional Relief

e. A declaratory judgment that the practices complained of herein are unlawful under applicable state law;

f. An award of actual, consequential and incidental damages and restitution to be paid by Defendant according to proof;

g. All unpaid regular and overtime wages owed to Plaintiffs and all class members;

h. Statutory wage penalties pursuant to Labor Code § 203 for all class members who have left Defendant's employ;

i. Statutory penalties and injunctive relief pursuant to Labor Code § 226(e) and (h); and

j. An award to Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided pursuant to Labor Code § 226.7(b);

k. An award to Plaintiffs and class members of one (1) hour of pay at each

employee's regular rate of compensation for each workday that a rest period was not provided pursuant to Labor Code § 226.7(b);

l. Pre-judgement interest on any unpaid regular or overtime wages, unpaid meal premiums, and unpaid rest premiums, commencing from the date such amounts were due;

m. An award of civil penalties pursuant to California Labor Code § 2698, *et seq.*, with twenty-five (25) percent accruing to aggrieved employees, California Labor Code § 2699(i);

n. Appropriate injunctive and equitable relief, including an order enjoining Defendant from continuing its unlawful practices;

o. Pre-judgment and post-judgment interest, as provided by law;

p. Reasonable attorneys' fees and costs, including expert fees and costs;

q. For such other and further relief as the Court may deem equitable and appropriate; and

r. For such other injunctive relief as the Court may deem just and proper.

Date: April 4, 2022

Respectfully submitted,



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*Attorneys for Plaintiffs and the Putative
Collective and Class*

*Application for admission *pro hac vice*
forthcoming

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand a jury trial.

Date: April 4, 2022

Respectfully submitted,



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***Attorneys for Plaintiffs and the Putative
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EXHIBIT A



77 West Washington Street, Suite 1402, Chicago, IL 60602 Tel: 312-419-1008 | Fax: 312-419-1025 www.flisalaw.com

VIA ONLINE SUBMISSION

California Labor and Workforce Development
AgencyAttn: PAGA Administrator

Re: PAGA Notice of California Labor Code Claims against TEKsystems

Dear PAGA Administrator:

This letter is submitted on behalf of Phoebe Rodgers, a former Recruiter at TEKsystems, Inc. ("TEKsystems"). Ms. Rodgers worked for TEKsystems from approximately May 2018 through March 2020. As set forth below, Ms. Rodgers alleges that TEKsystems failed to pay her and other similarly situated employees as required by California law.

Ms. Rodgers alleges that TEKsystems unlawfully failed to pay overtime compensation for all hours worked over 40 in a workweek and/or over eight hours in a workday to California Recruiters, in violation of Cal. Labor Code §§ 510, 1194, 1198 and the applicable Wage Order. Additionally, Ms. Rodgers alleges that TEKsystems violated California law by: (1) failing to provide timely, accurate, and itemized wage statements in accordance with Cal. Labor Code §§ 226, 226.3, 1174, and 1174.5; (2) failing to timely pay wages during employment and upon separation in accordance with Cal. Labor Code §§ 201-204; and (3) failing to provide meal breaks in accordance with Cal. Labor Code §§ 218.5, 226.7, 512, and the applicable Wage Order.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 *et seq.*, on behalf of Ms. Rodgers and similarly situated Recruiters who worked for TEKsystems in the State of California at any time in the past year. Ms. Rodgers alleges that TEKsystems violated numerous provisions of the California Labor Code, including, but not limited to: Sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802 and provisions of the applicable Wage Order. Ms. Rodgers will seek all applicable civil penalties on behalf of herself and all similarly situated Recruiters, including but not limited to penalties pursuant to the aforementioned statutes and California Labor Code §§ 210, 218.5, 226.3, 226.6, 558, 1174.5, and 2699, and the applicable Wage Order.

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if through further review or informal or formal discovery, Ms. Rodgers becomes aware of additional compensation or penalties owed to her and other current or former Recruiters or of additional claims against TEKsystems, she reserves the right to revise these facts and/or add any new claims by amending this letter.

Based on the foregoing, Ms. Rodgers intends to file a civil action to pursue claims against TEKsystems and to seek PAGA remedies for these violations. Ms. Rodgers respectfully requests that the Labor & Workforce Development Agency notify her if it intends to investigate the above allegations pursuant to PAGA.

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at 312-419-1008.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sally J. Abrahamson", with a long horizontal flourish extending to the right.

Sally J. Abrahamson
Werman Salas P.C.

EXHIBIT B

Sally Abrahamson

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, January 28, 2022 1:51 PM
To: Sally Abrahamson
Subject: Thank you for submission of your PAGA Case.

1/28/2022

LWDA Case No. LWDA-CM-865220-22
Law Firm : Werman Salas
Plaintiff Name : P. Rodgers
Employer: TEKsystems, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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Counsel for Plaintiffs and the Putative Class

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

BO AVERY, PHEOBE RODGERS, KRISTY
CAMILLERI, and JILL UNVERFERTH,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

TEKSYSTEMS, INC.,

Defendant.

Case No. CGC-22-597900

PROOF OF SERVICE

PROOF OF SERVICE

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 729 Boylston Street, Suite 2000, Boston, MA 02116.

On the date of execution hereof, I caused to be served the following attached document(s):

FIRST AMENDED COMPLAINT

on Defendant in this action, addressed as follows:

ANDREW L. SCROGGINS
SEYFARTH SHAW LLP
233 S. Wacker Dr., Suite 8000
Chicago, IL 60606-6448
Telephone: 312-460-5000
Fax No.: 312-460-7275

using the following service method(s):

☒ **(BY ELECTRONIC SERVICE)** By electronically serving a true and correct copy through File and Serve Express. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 4, 2022 at Boston, Massachusetts.

By: A. Kramer
Anne Kramer