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7 Attorney for Plaintiff
 Greta Mathews

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF LOS ANGELES

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 12 GRETA MATHEWS, on behalf of herself and all) NO. **22STCV13033**
 Aggrieved Employees,)
 13) COMPLAINT FOR PAGA PENALTIES
 Plaintiff,)
 14 v.)
)
 15 ASSIGNMENT AMERICA, LLC, and DOES 1)
 to 100,)
 16)
 Defendants.)
 17

20 PRELIMINARY ALLEGATIONS

- 21 1. Plaintiff Greta Mathews is a resident of Los Angeles County.
- 22 2. Defendant Assignment America, LLC is a Florida limited liability company that is
 23 authorized to transact business in California.
- 24 3. Plaintiff performed work for Assignment America in Los Angeles, so Los Angeles County
 25 is the correct venue.
- 26 4. Plaintiff does not know the names and capacities of Does 1 to 100 and therefore use
 27 fictitious names. Plaintiff will amend pursuant to Code of Civil Procedure section 474 when the
 28 names and capacities are known.

1 5. Plaintiff alleges that the named and Doe defendants are equally liable for the below.

2 6. On January 21, 2022, Plaintiff sent a PAGA letter by certified mail to Assignment America,
3 LLC and uploaded the letter to the Labor and Workforce Development Agency website.

4 7. Since it has been more than 65 days since the letter was sent and the Labor and Workforce
5 Development Agency has not sent a notice of any intent to investigate, Plaintiff may now proceed
6 with this PAGA case.

7 8. Pursuant to Labor Code section 2698, et seq., Plaintiff seeks to represent all non-exempt
8 employees of Defendants who were employed from January 21, 2021 through the final disposition
9 of this action. ("Aggrieved Employees")

10 9. Defendants are temporary service employers pursuant to Labor Code section 201.3(a)(1).

11 10. Since Defendants are temporary service employers, they were required to pay Plaintiff and
12 the Aggrieved Employees on a weekly basis pursuant to Labor Code section 201.3. However,
13 Defendants paid Plaintiff and the Aggrieved Employees on a bi-weekly basis.

14 11. Furthermore, since Defendants are temporary service employers, they were required to
15 include the rate of pay and the total hours worked for each temporary services assignment on the
16 wage statements issued to the Aggrieved Employees, but failed to do so.

17 12. Defendants employed an unlawful rounding policy and practice which resulted in the
18 underpayment of wages to the Aggrieved Employees.

19 13. As a result of Defendants' unlawful rounding policy and practice, the Aggrieved Employees
20 were not paid all minimum or overtime wages earned.

21 14. Throughout Plaintiff's and the Aggrieved Employees' employment, they could not take
22 compliant meal or rest breaks, however they were still required to mark down that they took breaks,
23 when in fact they did not.

24 15. Additionally, due to Defendants' unlawful rounding policies and practice, Defendants
25 rounded the Aggrieved Employees' meal period clock in and clock out times such that non-
26 compliant meal breaks appeared compliant.

27 16. Even though Plaintiff and the Aggrieved Employees could not take meal and rest breaks,
28 they still did not receive premium pay pursuant to Labor Code section 226.7.

17. Additionally, the Aggrieved Employees were required to clock out for meal breaks but continue working, resulting in unpaid minimum wage and overtime.

18. Next, the wage statements issues to the Aggrieved Employees were incomplete and inaccurate based on the following: 1) they did accurately list the total hours worked by the Aggrieved Employees because they listed rounded hours instead of actual hours, 2) they did not provide the full contact information or legal name of the employer, and 3) they did not list each temporary service assignment as set forth above.

19. The Aggrieved Employees are all employees who were assigned to work by Defendants anytime from January 21, 2021 to the final disposition of this action.

FIRST CAUSE OF ACTION

PAGA PENALTIES

Against All Defendants

16. Plaintiff incorporates by reference paragraphs 1 to 19 of the complaint.

17. For the wage statement violations, the PAGA penalties in Labor Code sections 226.3 and 2699 apply.

18. For the missed meal break violations, the PAGA penalties in Labor Code section 558 apply.

19. For the missed rest break violations, the PAGA penalties in Labor Code section 2699 apply.

20. For the premium pay violations, the PAGA penalties in Labor Code section 2699 apply.

21. For the unpaid minimum and overtime wage violations, the PAGA penalties in Labor Code section 1197.1 apply.

22. Further, Plaintiff is entitled to attorney fees and costs under Labor Code section 2699.

PRAYER

First Cause of Action

1. All applicable PAGA penalties

2. Attorney fees and costs

3. Other relief the court deems proper

1 Date: April 19, 2022

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/s/ Adam Rose
Attorney for Plaintiff
Greta Mathews

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