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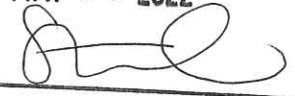
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Attorneys for Plaintiff Thomas Foster Byler III, individually,
and on behalf of all others similarly situated.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 18 2022

BY


Stephanie Paniagua
DEPUTY

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

THOMAS FOSTER BYLER III,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CROWN CASTLE USA INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No.

CIV SB 22 10 251

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

1 Plaintiff Thomas Foster Byler III, individually and on behalf of other aggrieved
2 employees, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Thomas Foster Byler III (“Plaintiff”) brings this representative action
5 against defendants Crown Castle USA Inc.; and DOES 1 through 20, inclusive (collectively,
6 “Defendants”), on Plaintiff’s own behalf and on behalf of aggrieved employees who are and
7 were employed by Defendants as non-exempt employees throughout California.

8 2. Defendants are in the business of property management

9 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
12 competition.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (d) failing to reimburse necessary business-related costs;
- 20 (e) failing to provide accurate itemized wage statements; and
- 21 (f) failing to pay all wages due upon separation of employment.

22 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
23 others aggrieved employees in California to recover, among other things, civil penalties
24 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.

25 **JURISDICTION AND VENUE**

26 6. This is a representative action pursuant to Private Attorneys General Act of 2004
27 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the
28

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at
2 trial.

3 7. This Court has jurisdiction over this action pursuant to the California
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
5 except those given by statutes to other courts. The statutes under which this action is brought do
6 not specify any other basis for jurisdiction.

7 8. This Court has jurisdiction over all Defendants because, upon information and
8 belief, they are citizens of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play and
11 substantial justice.

12 9. Venue is proper in this Court because, upon information and belief, Defendants
13 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
14 took place in this county.

15 **THE PARTIES**

16 10. Plaintiff is a resident of California and worked for Defendants during the relevant
17 time periods as alleged herein.

18 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
19 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
20 employers, whose employees were and are engaged throughout this county and the State of
21 California.

22 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
24 Complaint and serve such fictitiously named defendants once their names and capacities become
25 known.

26 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
27 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
28 all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the class members.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees throughout California at Defendants' California business location(s).

19. Defendants continue to employ non-exempt employees within California.

20. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive wages

1 for all time worked (including minimum wages and overtime wages) and that they were not
2 receiving all wages earned for work that was required to be performed. In violation of the Labor
3 Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid all wages
4 (including minimum wages and overtime wages) for all hours worked at the correct rate of pay.

5 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved employees were entitled to receive all
7 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
8 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
9 period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved
10 employees did not receive all meal periods or payment of one (1) additional hour of pay at
11 Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive a timely,
12 uninterrupted meal period.

13 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
15 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
16 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
17 Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest
18 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
19 regular rate of pay when a rest break was missed, late, or interrupted.

20 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
22 and/or indemnification for all necessary business expenditures or losses as a direct consequence
23 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
24 of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees incurred
25 necessary business expenses or losses, including but not limited to personal cell phone use,
26 among others, but were not adequately reimbursed nor indemnified of such expenses or losses
27 that were incurred as a direct consequence of the discharge of their duties, or of their obedience
28 to the directions of Defendants.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive itemized wage statements that accurately showed the following information pursuant to the Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and other aggrieved employees were not provided with accurate itemized wage statements.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that the aggrieved employees were entitled to timely payment of wages due upon separation of employment. In violation of the Labor Code, the aggrieved employees did not receive payment of all wages within the permissible time periods.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and other aggrieved employees, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

28. Therefore, Plaintiff brings this lawsuit seeking monetary relief against Defendants on Plaintiff's own behalf and on behalf of all other aggrieved employees to recover, among other things, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* (“PAGA”)

29. Plaintiff re-alleges and incorporates by reference the previous paragraphs as though fully set forth herein.

1 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development
3 Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or
4 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
5 action brought by an aggrieved employee on behalf of himself or herself and other current or
6 former employees pursuant to the procedures specified in Labor Code § 2699.3.

7 31. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
9 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
10 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
11 period in which Defendants violated these provisions of the Labor Code.

12 32. Defendants’ conduct violates numerous Labor Code sections, including, but not
13 limited to, the following:

14 (a) violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 558, 1182.12, 1194,
15 1194.2, 1197, 1197.1 and 1198 for failure to timely pay all earned wages (including
16 overtime wages) owed to Plaintiff and other aggrieved employees during employment
17 and upon separation of employment as herein alleged;

18 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
19 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
20 meal periods as herein alleged;

21 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
22 other aggrieved employees and failure to pay premium wages for missed rest periods
23 as herein alleged;

24 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
25 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
26 and
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1 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate
2 and complete records showing, among other things, the hours worked daily and the
3 wages paid to aggrieved employees as herein alleged; and

4 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
5 other aggrieved employees for necessary business expenses as herein alleged.

6 33. Plaintiff is an “aggrieved employee” because he was employed by the alleged
7 violator and had one or more of the violations committed against her, and therefore is properly
8 suited to represent the interests of all other aggrieved employees.

9 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
10 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and
11 all other aggrieved employees under PAGA.

12 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
13 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
14 cited above.

15 36. For bringing this action, Plaintiff is entitled to attorneys’ fees and costs incurred
16 herein.

17 **PRAYER FOR RELIEF**

18 On Plaintiff’s own behalf and on behalf of all others similarly situated, Plaintiff prays
19 for relief and judgment against Defendants, jointly and severally, as follows:

20 1. For civil penalties against Defendants on behalf of all aggrieved employees and
21 the LWDA pursuant to Labor Code § 2698, *et seq.*;

22 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted
23 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698
24 *et seq.*; and;

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3. For such other relief as the Court deems just and proper.

Dated: May 18, 2022

AEGIS LAW FIRM, PC

By: 
Fawn F. Bekam
Attorneys for Plaintiff Thomas Foster Byler III