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IN PRO PER

FILED
Superior Court of California
County of Los Angeles
06/02/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Ellis Deputy

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

CHRISTOPHER STONE, an
individual,

Plaintiff,

v.

CHARLES KIM, an individual,
Defendant.

CASE NO. 22STCV00607

**VERIFIED FIRST AMENDED
COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

**PRIVATE ATTORNEYS
GENERAL ACT**

Judge: Hon. Barbara Meiers

Department: 12

Trial Date: none

Plaintiff Christopher Stone alleges as follows on knowledge as to himself
and his own actions, and on information and belief as to all other matters:

VERIFIED FIRST AMENDED COMPLAINT
FOR DAMAGES AND INJUNCTIVE RELIEF

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2 1. The plaintiff was an employee of the defendant, who unlawfully
3 requires his employees to use their personal cellular data plans for routine work
4 tasks without reimbursement, and who unlawfully fails to report his employees'
5 sick leave hours in or with their wage statements.

6 2. Plaintiff Christopher Stone ("Plaintiff") is an individual and a
7 resident of Los Angeles County.
8

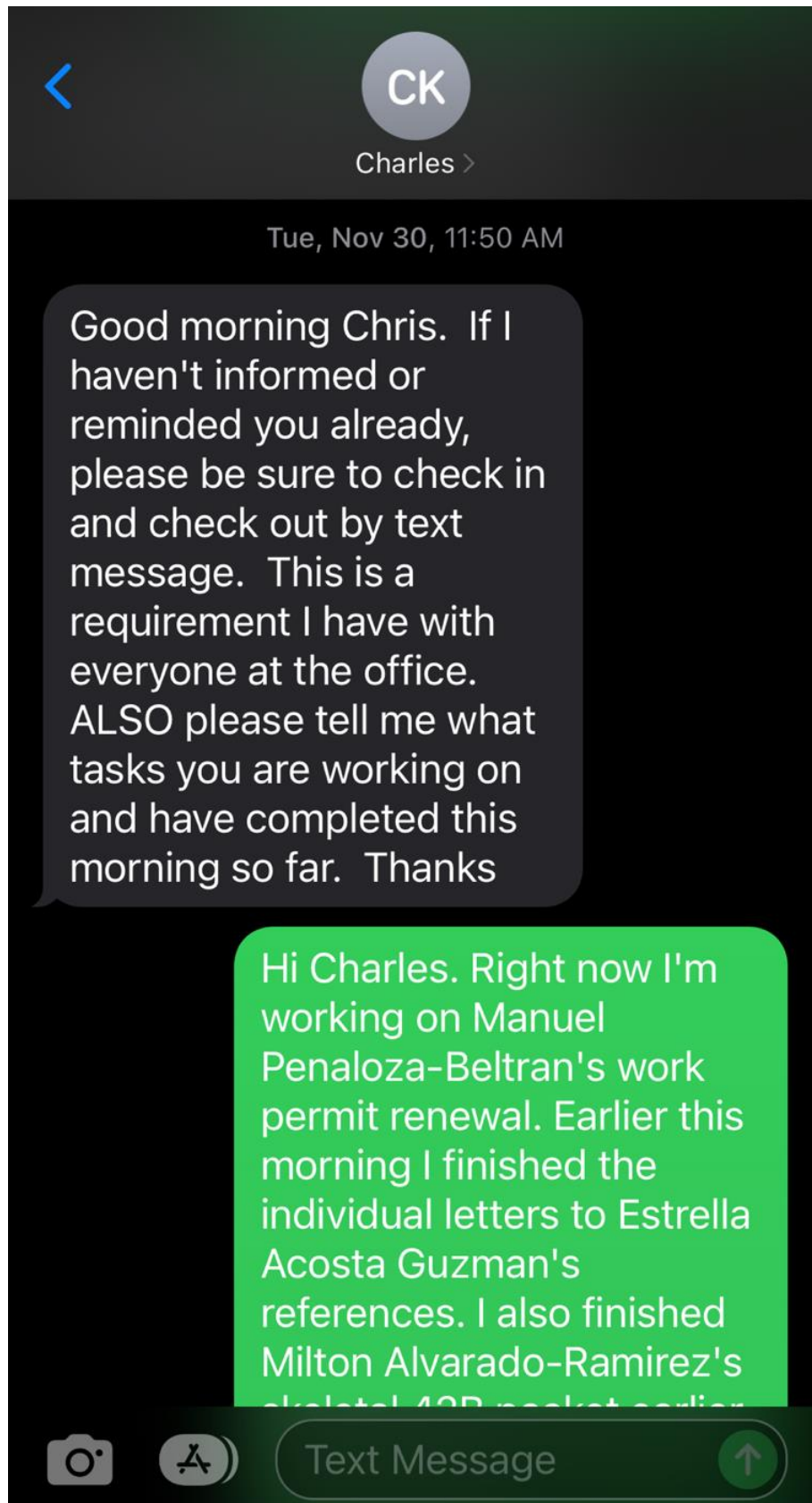
9 3. Defendant Charles Kim ("Defendant") is an individual and, on
10 information and belief, a resident of Los Angeles County.
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12 4. This Court has subject matter jurisdiction because the amount in
13 controversy exceeds \$25,000 and because Plaintiff seeks a permanent injunction.

14 5. Venue is proper in this Court because both parties are residents of
15 Los Angeles County, Defendant's place of business is situated in Los Angeles
16 County, and all acts or omissions complained of took place in Los Angeles County.
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18 6. Defendant is an attorney licensed in the States of Washington
19 (SBN 28956) and California (SBN 327006) with his law office located in
20 downtown Los Angeles. Plaintiff started to work full-time in Defendant's office as
21 a paralegal on November 15, 2021. Plaintiff worked alongside 4 other employees in
22 Defendants' office.
23

24 7. On November 30, 2021, Defendant sent Plaintiff a text message of
25 his policy requiring employees to use their personal cellphones as time clocks and
26 self-monitoring devices. A true and correct copy of that text message is below:
27



1
2 8. On December 16, 2021, Defendant texted Plaintiff after work
3 hours at 6:20pm, reminding him to always text to check out and asking what time
4 he checked out that day. Plaintiff replied citing authority that employers in
5 California had to reimburse employees for the use of their personal data plans.
6 Plaintiff also replied that he would be happy to use his cellphone in an emergency
7 or urgent matter, such as a problem at the court filing window or during a court
8 hearing or trial; but asked Defendant not to require him to use his personal
9 cellphone for routine daily tasks. Plaintiff suggested that Defendant install a card
10 key system or time clock instead.
11
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13 9. The next day in Defendant's office, Defendant again asked
14 Plaintiff to check in and out using his personal cellphone and never mentioned
15 reimbursement. Plaintiff declined. Defendant grew irritated and shouted profanities
16 at Plaintiff. Defendant complained that he could not afford a card key system or
17 time clock. After Defendant's outburst over cellphones, Plaintiff would email
18 Defendant from office computers whenever he checked in and out while Defendant
19 was not present at the office.
20
21

22 10. On information and belief, Defendant required and still requires
23 his other employees to continue checking in and out and self-reporting whatever
24 they were/are working on using their personal cellphones without reimbursement.
25 After Plaintiff began to use email to check in/out and self-report with Defendant,
26 Plaintiff's co-worker Jonah Oderberg told Plaintiff that Defendant still required
27 him (Mr. Oderberg) to check in/out and self-report using his personal cellular data.
28

Plaintiff suggested to Mr. Oderberg that he simply stop checking in/out and self-reporting on his cellphone, but Mr. Oderberg replied that he did not want to be reprimanded by Defendant and would continue doing as Defendant required.

11. A copy of Plaintiff's final paycheck from Charles Kim, with social security and bank account numbers redacted, is below:

12/24/2021

Christopher Stone

DD

DIRECT DEPOSIT *** DIRECT DEPOSIT *****

Christopher Stone
729 South Union Avenue
400
Los Angeles CA 90017

*** VOID ***

Christopher Stone				XXX-XX								EMP#:			
Check #: 48		Check Date: 12/24/2021													
Period Start: 12/13/2021		Period Ending: 12/24/2021													
Gross Wages					Withholding Taxes			Deductions/Benefits							
Desc	Hours	Rate	Amt	YTD	Desc	Amt	YTD	Desc	Ben	Amt	YTD				
Regular	54.000	20.000	1080.00	3860.00	SS	66.96	239.32								
					FIT	64.02	266.46								
					FIT (Supp)	0.00	0.00								
					MEDI	15.66	55.97								
					Add MEDI	0.00	0.00								
					SDI WTH-CA	12.96	46.32								
					SDI WTH-CA (Su	0.00	0.00								
					SIT-CA	18.04	83.98								
					SIT-CA (Supp)	0.00	0.00								
										0.00	0.00				
			1080.00	3860.00		177.64	692.05		0.00		0.00				
Accruals				ACH			Net Pay		Company						
				Account: [REDACTED] Amt: 902.36			Net: \$902.36		Charles Kim, Esq., Immigration A						
							Direct Deposit: \$902.36		643 S. Olive Street 410						
									Los Angeles CA 90014						

Christopher Stone				XXX-XX						EMP#:			
Check #: 48		Check Date: 12/24/2021											
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							Direct Deposit: \$902.36		643 S. Olive Street 410				
									Los Angeles CA 90014				

VERIFIED FIRST AMENDED COMPLAINT
FOR DAMAGES AND INJUNCTIVE RELIEF

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2 12. Plaintiff's above final paycheck, like all his paychecks from
3 Defendant, did not include any earned sick leave hours. Defendant never provided
4 Plaintiff any report of his sick leave hours on a separate document either. Plaintiff
5 once compared his wage statements with that another employee named Sergio
6 Muleiro, and they realized that neither one of them had any documentation of their
7 sick leave hours.
8

9 13. After Defendant terminated Plaintiff's employment, Plaintiff
10 informed Defendant that his wage statements did not include available sick leave
11 hours. Defendant never acknowledged the problem and never said that he would
12 correct the problem for other employees.
13

14 14. Plaintiff is an "aggrieved employee" under PAGA because he was
15 employed by Defendant and suffered the Labor Code violations set forth herein.
16 Plaintiff seeks to recover on his behalf, on behalf of the State of California, and on
17 behalf of all current and other former aggrieved employees of Defendant, the civil
18 penalties provided by PAGA.
19

20 15. On February 17, 2022, Plaintiff filed a notice pursuant to Labor
21 Code Sections 2699 et seq., otherwise known as the Private Attorneys General Act
22 ("PAGA"), the Labor & Workforce Development Agency ("LWDA") and
23 Defendant alleging the facts herein articulated. The LWDA has not responded to
24 Plaintiff's notice after 65 days. Therefore, Plaintiff is entitled to file a PAGA claim
25 pursuant to Labor Code Section 2699.3(a)(2)(c).
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2 16. After 65 days had passed since Plaintiff filed his PAGA notice,
3 Defendant told Plaintiff in an email sent on April 27, 2022 that he still had not
4 cured his violations of Labor Code Sections 246(i) or 2802(a) because he believes
5 “there is nothing to cure.” Informed by Defendant’s April 27, 2022 email, Plaintiff
6 believes that Defendant still requires all his employees to use their personal cellular
7 data plans for routine office tasks without reimbursement in violation of Labor
8 Code Section 2802(a), and still fails to notify his employees of their earned sick
9 leave in violation of Labor Code Section 246(i).
10

11 17. PAGA imposes a civil penalty of one hundred dollars (\$100) per
12 pay period, per aggrieved employee for initial violations, and two hundred dollars
13 (\$200) per pay period, per aggrieved employee for subsequent violations for all
14 Labor Code violations in which a civil penalty is not specifically provided. Cal.
15 Labor Code § 2699(f)(2). No civil penalty is specifically provided for violations of
16 Labor Code Section 2802; therefore, Plaintiff seeks a civil penalty of one hundred
17 dollars (\$100) per pay period, per aggrieved employee for initial violations, and two
18 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent
19 violations, plus reasonable reimbursement, for Defendant’s use of his aggrieved
20 employees’ cellular data plans.
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24 18. The consequences of violating Labor Code Section 246(i) include
25 “the payment of an additional sum, not to exceed an aggregate penalty of four
26 thousand dollars (\$4,000), as liquidated damages in the amount of fifty dollars (\$50)
27 to each employee or person whose rights under this article were violated for each
28

1 day or portion thereof that the violation occurred or continued, plus, if the employer
2 has unlawfully withheld paid sick days to an employee, the dollar amount of paid
3 sick days withheld from the employee multiplied by three; or two hundred fifty
4 dollars (\$250), whichever amount is greater; and reinstatement in employment or
5 injunctive relief[.]” Cal. Labor Code § 248.5(e). Furthermore, a violation of Labor
6 Code Section 246(i) entails “a sum of fifty dollars (\$50) for each day or portion
7 thereof that the violation occurred or continued, not to exceed an aggregate penalty
8 of four thousand dollars (\$4,000)” payable to the State of California. Cal. Labor
9 Code § 248.5(b)(3). Plaintiff seeks these liquidated damages, the sum payable to the
10 State of California, and a permanent injunction ordering Defendant to report his
11 employees’ paid sick leave in or with each wage statement.
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18 Dated: May 16, 2022

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21 By: _____
22 CHRISTOPHER STONE
23 IN PRO PER
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VERIFICATION

I, Christopher Stone, declare:

1. I am the plaintiff in the matter of CHRISTOPHER STONE,
an individual, v. CHARLES KIM, an individual;

2. I have read the foregoing verified First Amended Complaint and
know the contents thereof.

3. The same is true of my own knowledge, except as to those matters
that are therein stated on information and belief, and, as to those matters, I believe it
to be true.

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

Executed this 16th day of May 2022 in Los Angeles, California.



CHRISTOPHER STONE