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Attorneys for Plaintiff, TANIA RANGUELOVA,
as an aggrieved employee, and on behalf of all other
aggrieved employees,

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/07/2025 4:38 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

TANIA RANGUELOVA, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

INVESTCLOUD, INC., a Delaware
corporation; INVESTCLOUD, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25STCV10279**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1197.1 and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff TANIA RANGUELOVA (“Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Investcloud, Inc. (“Investcloud Inc.”) and Investcloud, LLC (“Investcloud LLC”), and any of their respective subsidiaries or affiliated companies within the State of California (Investcloud Inc., and Investcloud LLC, collectively with DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former California employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 6400, *et seq.*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 227.3, 558.1, and 2802, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants employ numerous Aggrieved Employees in Los Angeles County.

4. Plaintiff is informed and believes and based thereon alleges that, pursuant to California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the

1 County of Los Angeles because Defendants transact business within this judicial district and conduct
2 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
3 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
4 where the defendants committed Labor Code violations against some of its employees].)

5 5. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
6 Defendants during the applicable statutory period and suffered one or more of the Labor Code
7 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
8 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
9 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
10 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
11 employees of Defendants during the Civil Penalty Period.

12 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
13 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
14 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
15 PAGA allegations described herein is not required.

16 7. During the period beginning one (1) year preceding the provision of notice to the
17 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
18 Defendants violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 227.3, 558.1,
19 2802, *et seq.*, among others.

20 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
21 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
22 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
23 specified in Labor Code section 2699.3.

24 9. On or around January 31, 2025, Plaintiff provided written notice pursuant to Labor
25 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
26 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
27 as well as by certified mail, with return receipt requested to Defendants, and each of them.

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10. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the January 31, 2025 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

11. At all relevant times mentioned herein, Defendants used an accrual method for paying vacation benefits to Plaintiff and Aggrieved Employees. Pursuant to this accrual method, Plaintiff and Aggrieved Employees would be awarded vacation benefits based on the amount of time the employee worked. These vacation benefits were and are wages under California law. In about 2021, Defendants switched to an “unlimited PTO” policy in which Plaintiff and Aggrieved Employees did not accrue vacation benefits. Defendants should have promptly paid all accrued unused vacation benefits to Plaintiff and Aggrieved Employees upon Defendants switching to an “unlimited PTO” policy, but Defendants did not pay Plaintiff or Aggrieved Employees their accrued unused vacation benefits, which continues to the present date. Defendants also failed to pay accrued unused vacation benefits to Plaintiff and Aggrieved Employees when they were separated from employment.

12. At all relevant times mentioned herein, Defendants required or authorized Plaintiff and Aggrieved Employees to perform work for Defendants outside of Defendants' offices. Plaintiff and Aggrieved Employees incurred various reasonable expenses in connection with their work for Defendants, including without limitation: purchasing equipment for remote work, Internet service, and phone service. Defendants failed to reimburse Plaintiff and Aggrieved Employees for these expenses.

13. At all relevant times mentioned herein, Defendants have, at times, failed to pay Plaintiff and Aggrieved Employees, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay accrued unused vacation wages pursuant to Labor Code section 227.3.

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1 14. At all relevant times mentioned herein, Defendants have, at times, failed to furnish
2 Plaintiff and Aggrieved Employees, or some of them, with itemized wage statements that accurately
3 reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each hourly rate; and other
5 such information as required by Labor Code section 226(a). Defendants also continued to put on
6 Plaintiff and Aggrieved Employees' wage statements a dollar value of "Unlimited PTO". As a result
7 thereof, Defendants have on occasion further failed to furnish employees with an accurate
8 calculation of gross and net wages earned, as well as gross and net wages paid.

9 15. At all relevant times mentioned herein, Defendants have, at times, failed to pay
10 Plaintiff and Aggrieved Employees, or some of them, the full amount of their wages for labor
11 performed in a timely fashion as required under Labor Code section 204.

12 16. Plaintiff, on Plaintiff's own behalf and on behalf of Aggrieved Employees, brings
13 this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204,
14 210, 226, 226.7, 227.3, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of
15 Regulations, Title 8, section 11040, seeking damages and penalties for Defendants' failure to pay
16 timely wages, waiting time penalties, wage statement penalties, vacation benefits, and other such
17 provisions of California law, and reasonable attorneys' fees and costs.

18 17. Plaintiff, on Plaintiff's own behalf and on behalf of Aggrieved Employees, pursuant
19 to Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
20 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
21 appropriate and effective means to prevent further violations, as well as all monies owed but
22 withheld and retained by Defendants to which Plaintiff and Aggrieved Employees are entitled, as
23 well as restitution of amounts owed.

24 18. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
25 Code sections 210, 226.3, 558, 558.1, and 2699 for the herein-described acts, which violate the
26 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
27 Employees pursuant to PAGA.

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1 **PARTIES**

2 **A. Plaintiff**

3 19. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
4 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as an
5 exempt employee, with duties that included, but were not limited to, analyzing business
6 requirements for onboarding new clients, assisting clients with data integrations, and working with
7 clients to implement new products. Plaintiff is informed and believes, and based thereon alleges,
8 that Plaintiff worked for Defendants from approximately October of 2018 through approximately
9 November of 2024.

10 **B. Defendants**

11 20. Plaintiff is informed and believes and based thereon alleges that defendant
12 Investcloud, Inc., is, and at all times relevant hereto was, a California corporation organized,
13 authorized, and licensed to do business in the County of Los Angeles, State of California. At all
14 relevant times herein, defendant Investcloud, Inc., employed Plaintiff and aggrieved employees
15 within the County of Los Angeles in the State of California.

16 21. Plaintiff is informed and believes and based thereon alleges that defendant
17 Investcloud LLC is, and at all times relevant hereto was, a limited liability company organized,
18 authorized, and licensed to do business within the County of Los Angeles in the State of California.

19 22. Plaintiff is informed and believes and based thereon alleges that defendants
20 Investcloud, Inc., and Investcloud LLC are, and at all times relevant hereto were, “person[s]” as
21 defined in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

22 23. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
24 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
25 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
26 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
27 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
28 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is

1 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
2 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
3 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
4 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
5 include Investcloud, Inc., Investcloud LLC and any of their parent, subsidiary, or affiliated
6 companies within the State of California, as well as DOES 1 through 100 identified herein.

7 **JOINT LIABILITY ALLEGATIONS**

8 24. Plaintiff is informed and believes, and based thereon alleges, that at all times
9 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
10 representative, joint venture or co-conspirator of each of the other defendants, either actually or
11 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
12 employment, joint venture, and conspiracy.

13 25. All of the acts and conduct described herein of each and every corporate and limited
14 liability company defendant was duly authorized, ordered, and directed by the respective and
15 collective defendant corporate and limited liability company employers, and the officers, members
16 and management-level employees of said corporate and limited liability company employers. In
17 addition thereto, said corporate and limited liability company employers participated in the
18 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
19 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
20 company employees, agents, and representatives, the defendant corporation and limited liability
21 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
22 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
23 aforementioned corporate and limited liability company employees, agents and representatives.

24 26. Plaintiff is informed and believes, and based thereon allege, that there exists such a
25 unity of interest and ownership between Defendants, and each of them, that their individuality and
26 separateness have ceased to exist.

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27. As a result of the aforementioned facts, among others, Plaintiff is informed and believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared control of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and is conducted.

FIRST CAUSE OF ACTION

(Violation of PAGA – Against All Defendants)

28. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

29. At all relevant times herein, Labor Code section 204, requires and required that:

“[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month” and for payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned.

30. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

31. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as

1 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
2 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
3 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
4 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
5 for each subsequent violation in connection with each payment that was made in violation of Labor
6 Code section 204.

7 Civil Penalties Under Labor Code § 226.3

8 32. Defendants had and have a policy or practice of failing to comply with Labor Code
9 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
10 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
11 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate; and other such information as required
13 by Labor Code section 226, subdivision (a).

14 33. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
15 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
17 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

19 34. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
20 this section are in addition to any other penalty provided by law."

21 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to furnish non-exempt employees, including, without
23 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
24 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
25 the corresponding number of hours worked at each hourly rate; and other such information as
26 required by Labor Code section 226, subdivision (a).

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36. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

37. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(3) Wages recovered pursuant to this section shall be paid to the affected employee.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum wages, be paid timely wages during their employment and after their employment separation, receive accurate, itemized wage statements, to be provided with the opportunity to inspect employment records, and/or be paid out all paid time off and/or vested vacation wages owed at the proper rate of pay.

39. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars

1 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
2 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

3 Civil Penalties Under Labor Code § 2699

4 40. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
5 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
6 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
7 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
8 action brought by an aggrieved employee on behalf of himself or herself and other current or former
9 employees pursuant to the procedures specified in Labor Code section 2699.3.

10 41. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
11 Code except those for which a civil penalty is specifically provided, the established civil penalty for
12 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
13 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
14 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
15 employee per pay period for each subsequent violation.

16 42. Moreover, Plaintiff and other Aggrieved Employees within the State of California
17 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
18 connection with their herein-described claims for civil penalties.

19 **REQUEST FOR JURY TRIAL**

20 A. Plaintiff hereby requests a trial by jury.

21 **PRAYER**

22 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
23 judgment against Defendants as follows:

24 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 558.1,
25 1197.1, and 2699;

26 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
27 210, 226.3, 558, 558.1, 1197.1 and 2699;

28 C. Pre-judgment and post-judgment interest;

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