

AMBER B. DERHAM, SBN 255853
 abd@lawyersforlegal.com
 LAWYERS FOR LEGAL RIGHTS LLP
 6077 Coffee Road, Suite 4
 Bakersfield, CA 93308
 Telephone: (323) 676-6676
 E-service: service@lawyersforlegal.com

Attorneys for Plaintiff, JEREMY LICON,
 an individual and as a proxy for the State of California

ELECTRONICALLY

FILED

4/7/2025 2:58 PM

SAN LUIS OBISPO SUPERIOR COURT
 BY 
 Julie Vierra, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

[UNLIMITED CIVIL]

JEREMY LICON, an individual, and as a proxy
 for the State of California,

Plaintiff,

vs.

PEARCE SERVICES, LLC, a limited liability
 company; and DOES 1 through 5, inclusive,

Defendants.

Case No.: 25CVP-0059

Assigned for Allp Purposes the Hon. Judge
 Michael C. Kelly in Dept. P-2

FIRST AMENDED COMPLAINT FOR:

- 1. Retaliation in Violation of Labor Code § 1102.5**
- 2. Failure to Pay All Wages at The Time of Termination**
- 3. Failure to Provide Personnel Records**
- 4. Failure to Provide Payroll Records**
- 5. Failure to Provide Accurate Wage Statements**
- 6. Unpaid Wages In Violation of Labor Code 204, 210**
- 7. Private Attorneys General Act**

DEMAND FOR JURY TRIAL

Complaint Filed: February 7, 2025
 Trial Date: None Set

Plaintiff, JEREMY LICON, alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to hear the subject matter of this complaint. This Court also has jurisdiction over each defendant, as the unlawful business acts alleged herein occurred in California.

1 Plaintiff's claims arise out of and are related to all Defendant's contacts with California.

2 2. Venue is proper in this Court because all or some of the violations of law and unlawful
3 practices alleged herein occurred and are occurring in the County of San Luis Obispo.

4 **PARTIES**

5 3. Plaintiff is an individual who, at all relevant times, has resided in the State of California.

6 4. Defendant PEARCE SERVICES, LLC ("PEARCE SERVICES" or "DEFENDANT"), is
7 a limited liability company that conducted, and is conducting, business in the State of California,
8 including the county of San Luis Obispo. DEFENDANT employed Plaintiff within the State of
9 California. Defendant's principal place of business in California registered with the California Secretary
10 of State is 1222 Vine St., Ste 301, Paso Robles, CA 93446.

11 5. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
12 DOES 1-5, inclusive, and therefore sues these defendants by such fictitious names and capacities.
13 Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when
14 ascertained. Plaintiff is informed and believes and on that basis alleges that each fictitiously named
15 Defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's
16 injuries were proximately caused by the conduct of such defendant.

17 6. All of the Defendants, including DOES 1-5, are alleged to be co-conspirators with each
18 other, in that each agreed to participate, and participated in, the furtherance of the objective of civil
19 wrongs as alleged in this Complaint.

20 7. Plaintiff is informed and believes and thereupon alleges that at all times material herein,
21 each defendant was completely dominated and controlled by its, his or her co-Defendants, each was the
22 agent, representative, and alter ego of the others, and all aided and abetted the wrongful acts of the
23 others.

24 8. Plaintiff is informed and believes and thereupon alleges that at all times material herein,
25 each of the Defendants was the agent, employee and/or joint venturer of, or working in concert with, co-
26 Defendants and was acting within the course and scope of such agency, employment, and/or joint
27 venture or concerted activity. To the extent that said conduct and omissions were perpetrated by certain
28 Defendants, Plaintiff is informed and believes and thereupon alleges that the remaining Defendant

1 and/or Defendants confirmed and ratified said conduct and omissions.

2 9. Plaintiff is informed and believes and on that basis alleges that at all times relevant
3 herein, the corporate Defendants, and each of them, had the right to control, and controlled, Plaintiff's
4 wages, hours and working conditions, and has the right to control the manner in which Plaintiff
5 performed work duties, including but not limited to supervision of work, engaged Plaintiff, suffered and
6 permitted Plaintiff to work, and they were employers, joint employers, or co-employers of Plaintiff at all
7 relevant times alleged herein.

8 10. Plaintiff is informed and believes and on that basis alleges that at all times relevant herein,
9 the Defendant, and each of them, were an integrated enterprise in that they had an interrelation of
10 operations, centralized control of labor relations, common management, and common ownership or
11 financial control.

12 11. At all times pertinent hereto, California Civil Code section 3294(a) provided that as to
13 defendants who have been guilty of oppression, fraud, or malice, the plaintiff, in addition to the actual
14 damages, may recover exemplary damages for the sake of example and by way of punishing said
15 defendants.

16 12. At all times pertinent hereto, California Civil Code section 3294(a) provided that an
17 employer shall be liable for damages pursuant to subdivision (a) if the employer authorized or ratified
18 the wrongful conduct for which the damages are awarded or was personally guilty of oppression, fraud,
19 or malice.

20 GENERAL ALLEGATIONS

21 13. Defendant employed Plaintiff, as a Solar Director from July 19, 2021, to February 19,
22 2024 in the State of California.

23 14. In January 2024, Plaintiff was informed that a manger was approving timecards that did
24 not account for time employees were working to load tools, fuel equipment and trucks after reporting to
25 work but prior to arrival at the specific worksites. Plaintiff informed that manager that employees should
26 clock-in and be paid for time starting when he/she arrives.

27 15. On or around February 5, 2024, there was an human resources meeting discussing
28 California labor laws. While Plaintiff did not attend the meeting, he reviewed the materials and

1 comments that arose during the meeting and became concerned of labor code violations because
2 employees were not being compensated for all hours worked, including the time from when they were
3 required to report to the office until they arrived to the worksite. Plaintiff was aware that timecards
4 submitted by these employees were being approved by supervisors despite the supervisors knowing
5 employees were working longer hours. Plaintiff notified Defendant's human resources department to
6 report the suspected labor code violations so that any wrongdoing could be investigated and corrected.

7 16. On or around February 12, 2024, Plaintiff received an email from the Defendant's
8 Human Resources Manager notifying Plaintiff that the matter was being investigated.

9 17. On Friday, February 16, 2024, Plaintiff contacted the HR Manager to inquire the status of
10 of the investigation into what he believed to be unpaid wages and labor code violations. The HR
11 Manager informed Plaintiff that the matter had been passed up to his supervisor, and informed Plaintiff
12 that it appeared there could be up to \$300,000 in unpaid wages owed. Plaintiff asked to be kept in the
13 loop on the matter.

14 18. On Monday, February 19, 2024, Plaintiff was unexpectedly terminated for "poor
15 performance". Prior to termination, there were no prior criticisms of Plaintiff's performance, no
16 performance plans in place, no progressive discipline, no warnings, etc. In fact, Plaintiff received a merit
17 change bonus of 30% in 2023.

18 19. Defendant failed to issue Plaintiff his all wages owed at termination. At the time of
19 termination, specifically Plaintiff's earned, non-discretionary bonus. Defendant did not pay Plaintiff the
20 earned bonus at the time of his termination, but instead conditioned his earned bonus as a term of
21 consideration in exchange for Plaintiff signing a separation agreement and release. Plaintiff notified
22 Defendant that he was entitled to the earned bonus at the time of termination, which Defendant
23 acknowledged. However, Defendant willfully continued to withhold any of the earned bonus for 25 days
24 after Plaintiff's termination and when Defendant finally rendered payment, it was only a parital payment
25 of what Plaintiff was owed

26 20. Defendant failed to issue accurate itemized wage statements to Plaintiff wherein Plaintiff
27 last wage statement dated March 15, 2024 categorized his earned bonus as "severance pay" and
28 incorrectly states the pay period dates.

1 21. Plaintiff requested his payroll records and personnel file on February 28, 2024. While
2 Defendant produced some records in compliance with this request, Defendant failed to make a complete
3 production of Plaintiff's payroll records and personnel records as required by California law.

4 **FIRST CAUSE OF ACTION**

5 **RETALIATION IN VIOLATION OF LABOR CODE §1102.5**

6 **(AGAINST ALL DEFENDANTS AND DOES 1-5)**

7 22. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs
8 (the allegations that are relevant and necessary to state a claim for this cause of action) as though set
9 forth herein in full again.

10 23. An employer shall not retaliate against an employee because the employer believes that the
11 employee disclosed or may disclose information, to a person with authority over the employee or another
12 employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the
13 employee has reasonable cause to believe that the information discloses a violation of state or federal
14 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
15 whether disclosing the information is part of the employee's job duties. Cal. Lab. Code § 1102.5(b).

16 24. Plaintiff disclosed information, to a person with authority to investigate violations of
17 California Labor Code when Plaintiff informed Defendant's Human Resources Manager that Plaintiff
18 reasonably believed there were ongoing violations of California Labor Law related to employees not being
19 paid for all hours worked.

20 25. Defendant believed that Plaintiff disclosed information, to a person with authority to
21 investigate, discover or correct the violation or noncompliance (Human Resources), that Plaintiff
22 reasonably believed to be a violation of state statute.

23 26. Defendant retaliated against Plaintiff by terminating his employment.

24 27. Plaintiff's disclosures were a "contributing factor" in Defendant's decision to terminate
25 Plaintiff's employment.

26 28. Plaintiff was harmed by Defendant's conduct.

27 29. As a direct and proximate result of the actions of Defendant, and each of them, Plaintiff
28 suffered damages in an amount according to proof at trial, and in excess of this Court's minimal

jurisdiction.

30. The conduct of Defendant constituted oppression, fraud, malice and was motivated by hostility and ill will, thereby entitling Plaintiff to an award of punitive damages against Defendant in an amount appropriate to punish and make an example of said Defendant.

31. Defendant ordered, authorized, approved, and/or ratified the conduct herein alleged with intent to retaliate against Plaintiff in violation of fundamental public policies.

32. In doing, ordering, authorizing, approving, and ratifying the acts, policies, and practices alleged herein, Defendant acted in conscious and intentional disregard for the rights, health, and welfare of Plaintiff.

33. Defendant acted with oppression, as such term is defined in Civil Code section 3294(c)(2), in that Defendant engaged in despicable conduct that subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's Labor Code rights to not be retaliated against on the basis of protected activity.

34. Defendant acted with malice, as such term is defined in Civil Code section 3294(c)(1), in that Defendant engaged in despicable conduct carried out with a willful and conscious disregard for Plaintiff's Labor Code rights to not be discriminated against on the basis of protected activity.

35. Pursuant to Civil Code section 3294, as a consequence of Defendant, Plaintiff is entitled to recover actual damages, as well as exemplary damages against Defendant, in an amount deemed by the trier of fact sufficient to punish, deter, and make an example of said Defendant.

36. Pursuant to California Labor Code section 1102.5, Plaintiff is entitled to an award of attorneys' fees, and costs.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL WAGES AT TERMINATION

(AGAINST ALL DEFENDANTS AND DOES 1-5)

37. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs (the allegations that are relevant and necessary to state a claim for this cause of action) as though set forth herein in full again. "Wages" includes all amounts for labor performed by employees of every description, including bonus basis. Lab. Code § 200(a).

38. “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code § 201.

39. “An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.” Cal. Lab. Code § 206.5.

40. “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Cal. Lab. Code § 203.

41. Defendant willfully failed to timely pay Plaintiff all of Plaintiff’s owed wages, including his earned non-discretionary bonus, on Plaintiff’s last day of work, in violation of Cal. Labor Code § 201, and failed to pay Plaintiff the additional continuing wages as a penalty from the original due date, in violation of California Labor Code § 203.

42. Plaintiff has been harmed by Defendant’s conduct and is entitled to a statutory waiting time penalty, in an amount according to proof at trial, interest thereon, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE PERSONNEL RECORDS

(AGAINST ALL DEFENDANTS AND DOES 1-5)

43. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs (the allegations that are relevant and necessary to state a claim for this cause of action) as though set forth herein in full again.

44. The employer shall make personnel records available for inspection to the former employee, or his or her representative, at reasonable intervals and at reasonable times, but “not later than 30 calendar days from the date the employer receives a written request.” Cal. Lab. Code § 1198.5(b).

45. Defendant did not timely provide Plaintiff’s complete personnel file, including all signed

documents and bonus structures/plans

46. “If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.” Cal. Lab. Code § 1198.5(k).

47. Because Defendant failed to timely provide the personnel records, Plaintiff is entitled to injunctive relief, for an order that Defendant turn over the complete records, and for an award of attorneys’ fees pursuant Cal. Lab. Code § 1198.5(l).

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE PAYROLL RECORDS (AGAINST ALL DEFENDANTS AND DOES 1-5)

41. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs (the allegations that are relevant and necessary to state a claim for this cause of action) as though set forth herein in full again.

42. Labor Code section 226(c) provides: “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” Cal. Lab. Code § 226(c).

43. Labor Code section 226(f) provides: “A failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.” Cal. Lab. Code § 226(f).

44. Plaintiff requested his records, by and through his authorized representative, on February 28, 2024. Despite confirmation of receipt and partial production of payroll records, Defendant failed to provide a complete copy of payroll records including Plaintiff’s final wage statement, documents related to bonus payments made to Plaintiff through out his employment, or information regarding the calculation of the final bonus paid to Plaintiff on or around March 15, 2025.

46. Plaintiff is entitled to all statutory penalties, costs and attorneys fees as a result of Defendant's violation of Labor Code 226(c).

FIFTH CAUSE OF ACTION

FAILURE TO ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS AND DOES 1-5)

47. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs (the allegations that are relevant and necessary to state a claim for this cause of action) as though set forth herein in full again.

48. Labor Code § 226 (a) provides that: (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j),... (6) the inclusive dates of the period for which the employee is paid...

49. The wage statement provided to Plaintiff on March 15, 2024, nearly a month after Plaintiff's termination, did not accurately state, among other things, the description of the wages earned, the rate of pay, and the inclusive dates of the period for which the employee was paid.

50. Labor Code § 226 (e) (2) provides: (A) “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement. (B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following: (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

51. Labor Code § 226 (e) (1) provides: “An employee suffering injury as a result of a

1 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
 2 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
 3 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
 4 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
 5 reasonable attorney's fees."

6 52. Defendant knowingly and intentionally failed to issue Plaintiff a final wage statement
 7 that complied with Labor Code 226(a).

8 53. Plaintiff suffered an injury as a result of Defendant's actions.

9 54. Plaintiff is entitled to be his statutory penalties, costs and attorneys fees as a result of
 10 Defendant's violation of Labor Code 226(a).

SIXTH CAUSE OF ACTION

UNPAID WAGES - CALIFORNIA LABOR CODE § 204, 210

(AGAINST ALL DEFENDANTS AND DOES 1-5)

14 55. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs
 15 (the allegations that are relevant and necessary to state a claim for this cause of action) as though set
 16 forth herein in full again.

17 56. "Wages" includes all amounts for labor performed by employees of every description,
 18 including bonus basis. Lab. Code § 200(a).

19 57. "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2,
 20 earned by any person in any employment are due and payable twice during each calendar month, on
 21 days designated in advance by the employer as the regular paydays." Lab. Code § 204(a).

22 58. "(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2,
 23 earned by any person in any employment are due and payable twice during each calendar month, on
 24 days designated in advance by the employer as the regular paydays. Labor performed between the 1st
 25 and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of
 26 the month during which the labor was performed, and labor performed between the 16th and the last
 27 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
 28 month. However, salaries of executive, administrative, and professional employees of employers

covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

59. California Labor Code Section 210 (a) provides: In 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, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (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.

60. Despite Defendant terminating Plaintiff on February 19, 2024, Defendant waited to issue Plaintiff non-discretionary bonus which was earned before termination. Defendant finally issued a partial payment on March 15, 2024, however, Defendant failed to render the entire amount owed to Plaintiff pursuant to the bonus agreement between Plaintiff and Defendant. To date, Defendant has not paid Plaintiff the full amount owed for his earned, non-discretionary bonus.

61. Plaintiff is entitled to be his unpaid wages, statutory penalties, costs and attorneys fees as a result of Defendant's failure to pay all wages pursuant to Labor Code Sections 201, 204.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS AND DOES 1-5)

48. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs (the allegations that are relevant and necessary to state a claim for this cause of action) as though set forth herein in full again.

49. Pursuant to the California Labor Code Private Attorneys General Act ("PAGA"), "Notwithstanding any other provision of law, any provision of [the California Labor Code] that provides

for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a). “For all provisions of [the California Labor Code] except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions.” Cal. Lab. Code § 2699(f).

50. This PAGA suit “is fundamentally a law enforcement action.” *Arias v. Super. Ct.*, 46 Cal. 4th 969, 986 (2009); *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 386-387 (2014) (“[E]very PAGA action, whether seeking penalties for Labor Code violations as to only one aggrieved employee—the plaintiff bringing the action—or as to other employees as well, is a representative action on behalf of the state.”); *Williams v. Super. Ct.*, 3 Cal. 5th 531, 538 (2017) (“a PAGA suit, essentially a qui tam action filed on behalf of the state to assist it with labor law enforcement”). An employee who brings such an action is acting as an agent of state enforcement agencies. *Kim v. Reins Intl. Cal., Inc.*, 9 Cal.5th 73, 81 (2020).

20. A PAGA “violation” includes, and is used in these allegations to mean, a failure to comply with any requirement of the Labor Code. Cal. Lab. Code § 22.

51. This PAGA action is intended to “remediate present violations and deter future ones.” *Williams*, 3 Cal. 5th at 546. The relevant period for the following PAGA allegations in this cause of action is from January 29, 2024, to present and ongoing.

Labor Code Violations §§ 1102.5, 1198.5, 226(a), 201, 203, 226(c)

§ 1102.5

52. Pursuant to Labor Code § 1102.5, it is unlawful for an employer, or someone acting on their behalf, from retaliating against an employee who discloses information to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, that the employee reasonably believes is a violation of the law.

53. Labor Code § 1102.5 (f) (1) provides that, “an employer is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section to be awarded

1 to the employee who was retaliated against.”

2 54. Defendant retaliated against Plaintiff after he reported to Defendant’s human resources
3 department that he believed employees were not being compensated for all hours worked, including the
4 time from when they were required to report to the office until they arrived at specific worksites.
5 Plaintiff reported that these employees submitted timecards which were being approved by supervisors
6 despite the supervisors knowing the employees were working longer hours. Plaintiff reported what he
7 believed to be ongoing violations to Defendant’s human resources department so the violations could be
8 investigated and corrected. Plaintiff initially made this report on or around February 12, 2024, and
9 followed up on Friday, February 16, 2024. The following business day on Monday February 19, 2024,
10 Plaintiff was unexpectedly terminated in retaliation for making the disclosures.

11 56. Therefore, Defendant violated Labor Code 1102.5. California Labor Code § 1102.5 (f)
12 (1) provides that, “an employer is liable for a civil penalty not exceeding ten thousand dollars (\$10,000)
13 per employee for each violation of this section to be awarded to the employee who was retaliated
14 against.” The relevant period of the foregoing allegations for this notice is from one year preceding this
15 letter, to present and ongoing.

16 **§ 1198.5**

17 57. Labor Code section 1198.5 provides that an employer shall make personnel records
18 available for inspection to the former employee, or his or her representative, at reasonable intervals and
19 at reasonable times, but “not later than 30 calendar days from the date the employer receives a written
20 request.” Lab. Code § 1198.5(b).

21 58. Defendant failed to provide the complete personnel records that Plaintiff requested within
22 30 days from the date of the request. Plaintiff did provide some records requested, however that
23 production was still incomplete.

24 59. Defendant also did this to other aggrieved employees. Plaintiff and other aggrieved
25 employees will therefore seek PAGA default penalties as Labor Code Section 2699(f)(2) applies. The
26 relevant period of the foregoing allegations for this notice is from one year preceding this letter, to
27 present and ongoing.

28 **§ 226(a)**

60. Labor Code § 226 (a) provides that: (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j),... (6) the inclusive dates of the period for which the employee is paid...

61. The last wage statement Defendant provided to Plaintiff allegedly for his final payment of wages did not accurately state, among other things, (1) the wages earned and the rate calculation; or the inclusive dates of the period for which the employer was paid.

62. Labor Code Section 226 does not provide for its own self-contained "civil" penalty within the statute. Thus, Labor Code Section 2699(f)(2) applies to provide a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 201, 203

63. Plaintiff did not timely receive all of his final wages within the required timeframe from his discharge date. Specifically, Defendant failed to pay Plaintiff for his earned, non-discretionary bonus at the time of discharge and did not compensate Plaintiff for waiting time penalties under the law.

64. Thus, Defendant violated Labor Code sections 201, 203. Defendant has also done this to other aggrieved employees. Labor Code Sections 201-203 do not provide for their own self-contained civil penalty within the statute. Thus, Labor Code Section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 226 (c)

65. Labor Code section 226(c) provides that "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Lab. Code § 226(c).

66. Defendant violated Labor Code section 226(c) by failing to provide Defendant with her

1 payroll records, and are liable for civil penalties for this separate violation. Specifically, Defendant's
2 failed to provide copies of Plaintiff's complete wage statements including the wage statement for the
3 payment he received via direct deposit on or around March 15, 2024.

4 67. Thus, Defendant violated Labor Code sections 226(c). Defendant has also done this to
5 other aggrieved employees. Labor Code Sections 226(c) does not provide for their own self-contained
6 civil penalty within the statute. Thus, Labor Code Section 2699(f)(2) applies. The relevant period of the
7 foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

8 ***Exhaustion of Administrative Remedies***

9 67. On January 29, 2025, Plaintiff provided notice to the California Labor and Workforce
10 Development Agency ("LWDA"), pursuant to Labor Code § 2699.3, detailing the specific provisions of
11 the foregoing Labor Code sections that have been violated, including the facts and theories to support
12 the violations. The LWDA file number is LWDA-CM-1076480-25. The notice was sent by certified
13 mail on or January 28, 2025, to Pearce Services, LLC, (9214 8902 6089 5008 660 667) and Pearce
14 Services, LLC's Agent for Service of Process, (9214 8902 6089 5008 660 674). Plaintiff submitted a
15 \$75.00 fee to the LWDA.

16 68. The LWDA has not, within 65 days of Plaintiff's Notice of violations of the Labor Code,
17 sent Plaintiff notice that it intends to investigate the violations. Thus, Plaintiff has exhausted Plaintiff's
18 administrative remedies, pursuant to Labor Code section 2699.3(a), as a prerequisite to assert a civil
19 action, for civil penalties pursuant to Labor Code section 2699. Defendant has not sent any notice to
20 the LWDA attempting to cure the alleged violations of Labor Code statutes not enumerated in Labor
21 Code section 2699.5. Thus, Plaintiff has exhausted Plaintiff's administrative remedies, pursuant to
22 Labor Code section 2699.3(c), as a prerequisite to assert a civil action, for civil penalties pursuant to
23 Labor Code section 2699.

24 **PRAYER**

25 WHEREFORE, Plaintiff prays:

- 26 1. For compensatory special damages, in an amount according to proof at the time of trial.
27 2. For compensatory general damages, in an amount according to proof at the time of trial.
28 3. For statutory penalties pursuant to the California Labor Code.

4. For liquidated damages pursuant to the California Labor Code.

5. For exemplary and punitive damages in an amount deemed sufficient by trier of fact to punish, deter, and make an example of Defendant in an amount according to proof at the time of trial.

6. For injunctive relief in the form of an order enjoining the Defendant from continuing violations of the Labor Code and Government Code.

7. For reasonable attorneys' fees pursuant to the California Labor Code, Government Code and Code of Civil Procedure.

8. For costs of suit including expert witness fees.

9. For prejudgment interest.

10. For civil penalties pursuant to the California Labor Code.

11. For such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiff JEREMY LICON hereby demands a trial by jury.

Dated: April 7, 2025

LAWYERS FOR LEGAL RIGHTS LLP

By:



Amber B. Derham

Attorneys for Plaintiff, JEREMY LICON, an individual and as a proxy for the State of California