

BRONSKI, P.C.
1 Sansome Street, Suite 3500
San Francisco, CA 94104

Anastasia Bronski (SBN 339959)
BRONSKI, P.C.
1 Sansome Street, Suite 3500
San Francisco, CA 94104
Telephone: 415-903-5000
Email: ab@bronski.com

Attorney for Morgan Swift
As a Private Attorney General on
Behalf of the State of California

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SOLANO

MORGAN SWIFT, as a Private Attorney
General on Behalf of the State of California,

Plaintiff,

vs.

FAIRMONT MEMORIAL PARK, a
California Corporation, and DOES 1
through 20, inclusive,

Defendants

Case No.: CU25-03456

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

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

[JURY TRIAL DEMANDED]

COMES NOW Plaintiff, Morgan Swift (“Plaintiff”), as a Private Attorney General on
Behalf of the State of California, alleges as follows:

NATURE OF ACTION

1. Plaintiff Morgan Swift (“Plaintiff”) brings this representative action against
Defendant Fairmont Memorial Park, and Does 1 through 20, inclusive (collectively,

1 “Defendants”), on behalf of herself individually and as a Private Attorney General on behalf of the
2 State of California. Plaintiff seeks to recover civil penalties for all California-based aggrieved
3 employees during the “Relevant Time Period” (defined as one year before the date Plaintiff gave
4 notice of these claims to the California Labor and Workforce Development Agency (“LWDA”)
5 until the date of commencement of trial) who incurred wage and hour violations and losses as
6 hereinafter described.

7 2. Defendant Fairmont Memorial Park is a California corporation that provides
8 funeral services and employs individuals within the State of California.

9 3. On February 5, 2025, Plaintiff gave notice of these claims to the California Labor
10 and Workforce Development Agency (“LWDA”) and to the agent for service of process for each
11 Defendant. Plaintiff has not received a response from the LWDA indicating that it intends to
12 investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the
13 PAGA. Plaintiff asserts claims for civil penalties as a representative of the State of California, as
14 authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent permitted
15 by law, on behalf of aggrieved employees who held the positions identified herein and suffered
16 one or more of the violations alleged. Labor Code §§ 2698, et seq.

17 4. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
18 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
19 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
20 competition.

21 5. Plaintiff is informed and believes, and thereon alleges, that during the Relevant
22 Time Period, Defendants have increased their profits by violating state wage and hour laws by,
23 among other things:

1 (a) Failing to provide legally compliant meal periods or compensation in lieu
2 thereof;

3 (b) Failing to provide legally compliant rest breaks or provide compensation
4 in lieu thereof;

5 (c) Failing to timely pay minimum, regular, and/or overtime wages for all
6 hours worked;

7 (d) Failing to provide accurate, itemized wage statements;

8 (e) Failing to timely pay all final wages; and

9 (f) Failure to maintain accurate records.

10 6. Plaintiff brings this representative action seeking monetary relief against
11 Defendants on behalf of herself and all aggrieved employees to recover, among other things,
12 penalties, attorneys' fees, costs, and expenses pursuant to the PAGA. 7, 510, 512, 558, 1174,
13 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

14 **JURISDICTION AND VENUE**

15 7. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits of
16 the Superior Court and will be established according to proof at trial.

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

21 9. This Court has jurisdiction over all Defendants because, upon information an belief,
22 they are citizens of California, have sufficient minimum contacts in California or otherwise
23 intentionally avail themselves of the California market so as to render the exercise of jurisdiction

1 over them by the California courts consistent with traditional notions of fair play and substantial
2 justice.

3 10. Venue is proper in this Court because, upon information and belief, Defendants
4 reside, transact business or have offices in this county and the acts and omissions alleged herein
5 took place in this county.

6 **PARTIES**

7 11. Plaintiff Morgan Swift at all times relevant to this action, resided in Solano County,
8 California.

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

13 13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
14 under the fictitious names DOES 1 through 20 but will seek leave of this Court to amend this
15 Complaint and serve such fictitiously named Defendants once their names and capacities become
16 known.

17 14. Plaintiff is informed and believes and thereon alleges, that DOES 1 through 20 are
18 or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all
19 relevant times.

20 15. Plaintiff is informed and believes, and thereon alleges, that each Defendants acted
21 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants
23

1 are legally attributable to the other Defendants. Furthermore, defendants in all respects acted as
2 the employer and/or joint employer of Plaintiff and the aggrieved employees.

3 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
4 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
5 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's
6 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
7 policy of Defendants.

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

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

15 **GENERAL ALLEGATIONS**

16 19. At all relevant times mentioned herein, Defendants employed Plaintiff and other
17 aggrieved employees as non-exempt employees.

18 20. Plaintiff was employed in a non-exempt position by Defendants during the Relevant
19 Time Period.

20 21. Defendants continue to employ non-exempt employees throughout California.

21 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
23

1 were knowledgeable about California's wage and hour laws, employment and personnel practices
2 and the requirements of California law.

3 23. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
4 pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

5 24. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to
6 provide Plaintiff and other aggrieved employees timely, uninterrupted, off-duty meal periods of
7 no less than thirty minutes for each period of five hours worked. Plaintiff and other aggrieved
8 employees would also often be required to work through meal periods or would be otherwise
9 interrupted during their meal periods.

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

17 26. Upon information and belief, Defendants failed to provide Plaintiff and other
18 aggrieved employees timely, uninterrupted, on-the-clock rest period of no less than ten minutes
19 for every four hours worked, or every major fraction thereof. Defendants also routinely failed to
20 provide Plaintiff and other aggrieved employees with a second rest period for shifts lasting longer
21 than six hours, or a third rest period for shifts lasting longer than ten hours. These policies, among
22 others, have resulted in a denial of these employees' rights to a ten-minute rest period in violation
23 of California law.

1 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
3 breaks or payment of one (1) additional hour of pay at Plaintiff and other aggrieved employees'
4 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC Wage
5 Orders, Plaintiff and other aggrieved employees did not receive all rest breaks or payment of one
6 (1) additional hour of pay at Plaintiff and other aggrieved employees' regular rate of pay when a
7 rest break was missed.

8 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
10 for all hours worked and that they were not receiving all wages earned for work that was required
11 to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
12 aggrieved employees were not paid wages (including minimum wages and overtime wages) when
13 Defendants required Plaintiff and other aggrieved employees to work off-the clock. For example,
14 Plaintiff and other aggrieved employees' workloads could not be reasonably completed within
15 their scheduled hours, and Defendants directed, pressured, compelled, and/or otherwise coerced
16 Plaintiff and other aggrieved employees to regularly perform their job duties while clocked out for
17 their meal periods, and Defendant improperly considered time spent by Plaintiff and other
18 aggrieved employees working through meal periods as non-compensable and failed to provide any
19 remuneration.

20 29. 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 receive wages
22 for all overtime hours worked and that they were not receiving all wages earned for work that was
23 required to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and

1 other aggrieved employees were not paid overtime wages at the correct regular rate when
2 Defendants failed to include all bonuses in their regular rate calculation and failed to pay all
3 bonuses earned.

4 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other aggrieved employees were entitled to receive itemized
6 wage statements that accurately showed their gross and net wages earned, inclusive dates of pay
7 periods, total hours worked, and all applicable hourly rates in effect and the number of hours
8 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
9 Plaintiff and other aggrieved employees were not provided with accurate itemized wage
10 statements.

11 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Defendants were required to maintain accurate and complete records. In
13 violation of the Labor Code, Defendants failed to accurately record employee hours worked and/or
14 paid including wages owed for off-the-clock time and meal and rest premiums.

15 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Defendants were required to pay all wages to Plaintiff and other aggrieved
17 employees at the separation of their employment but, in violation of the Labor Code, failed to do
18 so.

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

23

FIRST CAUSE OF ACTION

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

34. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

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

36. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two hundred dollars (\$200.000) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

37. Defendants’ conduct with respect to Plaintiff and other aggrieved employees violates numerous Labor Code sections including, but not limited to, the following:

- a. Violation of Labor Code §§ 218, 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199(c) for failure to pay all wages for all hours worked, including minimum, regular, and overtime wages;
- b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods or compensation in lieu thereof;

- 1 c. Violation of Labor Code § 226.7 for failure to authorize or permit rest breaks or provide
2 compensation in lieu thereof;
- 3 d. Violation of Labor Code § 226 for failure to provide accurate, itemized wage statements;
- 4 e. Violation of Labor Code §§ 201-204, 256, 1198, and 2699 for failure to timely pay all
5 wages due during and upon termination of employment; and
- 6 f. Violation of Labor Code §§ 226, 1174, and 1174.5 for failure to maintain accurate and
7 complete records.

8 38. Plaintiff is an “aggrieved employee” because she was employed by the alleged
9 violator and had one or more of the alleged violations committed against him, and therefore are
10 properly suited to represent the interests of all other aggrieved employees.

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

14 40. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
15 recover civil penalties for violations of the Labor Code sections cited above.

16 41. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
17 herein.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, on his own behalf and on behalf of all other aggrieved employees, prays for relief
20 and judgment against Defendants, jointly and severally, as follows:

- 21 a. For civil penalties against Defendants on behalf of all aggrieved employees;
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- b. For reasonable attorney’s fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure § 1021.5; and
- c. For such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: April 14, 2025

BRONSKI, P.C.

Anastasia Bronski
Anastasia Bronski, Esq.
Attorney for Plaintiff Morgan Swift, as a
Private Attorney General on Behalf of the State
of California