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7 Attorneys for Plaintiffs
8 and Aggrieved Employees

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN DIEGO

11 GABRIELLE AVILLANOZA, an individual,
12 DIMETRIEZE WALKER, an individual,

13 Plaintiffs,

14 v.

15 RANDSTAD GENERAL PARTNER (US) LLC,
16 a Delaware limited liability company, TAYLOR
17 LUCERO, an individual , and DOES 1 through
18 50,

19 Defendants

)
) **Case No.:** 37-2022-00034713-CU-OE-
) CTL

)
) **DECLARATION OF IAN PANCER ISO**
) **STIPULATION AND [PROPOSED]**
) **ORDER APPROVING PAGA**
) **SETTLEMENT**
)

1 I, Ian Pancer, attorney of record for Plaintiffs Gabrielle Avillanoza and Dimetrieze Walker in the
2 above captioned action, declare as follows:

- 3 1. Attached hereto as Exhibit 1 is a true and correct copy of the long-form PAGA settlement
4 agreement.
- 5 2. Attached hereto as Exhibit 2 is a true and correct copy of the letter which the Parties propose
6 will be included in the mailing to each aggrieved employee.
- 7 3. Attached hereto as Exhibit 3 are true and correct copies of the PAGA notices sent to the
8 LWDA and Defendants.
- 9 4. The gross settlement of \$50,000 equates to an average gross settlement of **\$130.20 per pay**
10 **period and a net settlement of \$37.80 per pay period** for the release of civil penalties, which
11 is an excellent settlement.
- 12 5. The settlement agreement permits Plaintiffs' counsel to seek attorney fees of up to 35% of the
13 gross settlement, equaling \$17,500, and Plaintiffs' counsel seeks that sum. Additionally,
14 Plaintiffs' counsel incurred costs of \$7,981.73, for which Plaintiffs' counsel seeks
15 reimbursement.
- 16 6. The payment to each aggrieved employee shall be determined on a pro-rata basis based on the
17 number of pay periods that each aggrieved employee worked during the Settlement Period
18 divided by the total number of pay periods worked by all aggrieved employees during the
19 Settlement Period. With 28 PAGA members, the average share to individual employees will
20 be \$129.62.
- 21 7. In my opinion, the settlement is very good in view of the facts of the case and particularly
22 given the risks inherent in further litigation. The settlement is favorable given that the PAGA
23 members and the LWDA will be promptly compensated, rather than face uncertainties and
24 delays inherent in further litigation. Based on all considerations, this settlement (with a net
25 per pay period recovery of close to \$40) is highly favorable, fundamentally fair, adequate, and
26 a reasonable resolution of disputed issues and is in the best interests of the Settlement Class.

1 8. A true and correct copy of the PAGA Longform Settlement Agreement (included with this
2 declaration), and Plaintiff's stipulation and [Proposed] order will be filed with the LWDA
3 contemporaneously with the filing of the Stipulation and [Proposed] Order Approving PAGA
4 Settlement.

5 I declare under penalty of perjury of the laws of the State of California that the foregoing is true and
6 correct.

7 Executed on August 15, 2025 by /s/ Ian Pancer

8 Ian Pancer, Esq.
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EXHIBIT 1

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Attorney for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

GABRIELLE AVILLANOZA, an individual,
DIMETRIEZE WALKER, an individual,

Plaintiffs,

vs.

RANDSTAD GENERAL PARTNER (US)
LLC, a Delaware limited liability company,
and DOES 1 through 50,

Defendants.

CASE NO: 37-2022-00034713-CU-0E-CTL

Hon. James A. Mangione

PAGA SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made by and between Plaintiffs Gabrielle Avillanoza and Dimetrieze Walker (“Plaintiffs”), and Defendant Randstad General Partner (US), LLC (“Defendant” or “Randstad”). This Agreement refers to Plaintiffs and Randstad collectively as the “Parties.”

1. DEFINITIONS

1.1. The term “Action” means Plaintiffs’ Private Attorneys General Act (“PAGA”) lawsuit alleging wage and hour violations against Randstad captioned *Gabrielle Avillanoza, et al. v. Randstad General Partner (US), et al.*, Case No. 37-2022-00034713 (San Diego County Super. Ct.).

1.2. The term “Aggrieved Employee” means any person employed by Randstad at its San Diego, California Office during the PAGA Period, as defined below.

1.3. The term “Court” means the Superior Court of California, County of San Diego.

1.4. The term “Defendant’s Counsel” means Kabat Chapman & Ozmer LLP.

1.5. The term “Effective Date” means the date on which the Court enters a Final Judgment on its Order Approving the PAGA Settlement.

1.6. The term “Gross Settlement Amount” means \$50,000, which is the total amount Randstad agrees to pay under the Settlement, except as provided in Paragraph 6.2 below. The Gross Settlement Amount includes Individual PAGA Payments, the LWDA PAGA Payment, and all attorneys’ fees, costs, and expenses incurred by Plaintiffs’ Counsel in prosecuting this Action.

1.7. The term “PAGA Notice” means Plaintiff Gabrielle Avillanoza’s August 29, 2022 letter to Randstad and the LWDA, Plaintiff Gabrielle Avillanoza’s September 2, 2022 letter to Randstad and the LWDA, and Plaintiffs’ September 14, 2022 letter to Randstad and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.8. The term “PAGA Period” means the time from August 29, 2021 through December 3, 2024.

1.9. The term “Plaintiffs’ Counsel” means Pancer Law Corporation, the attorneys representing Plaintiffs in the Action.

1.10. The term “Released Parties” means Randstad and all of its successors, parents, related

entities, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, agents, attorneys, predecessors, successors, and assigns (and the officers, agents, attorneys, successors, and assigns of such parent or other affiliated corporations, divisions, partnerships, and subsidiaries).

1.11. The term “Settlement” means the disposition of the Action effected by this Agreement and the Final Judgment entered by the Court.

2. RECITALS

2.1. On or about August 29, 2022, Plaintiff Gabrielle Avillanoza commenced this Action by filing a Complaint asserting individual and class claims against Randstad based on alleged violations of the California Labor Code. On September 2, 2022, Plaintiff Gabrielle Avillanoza filed a First Amended Complaint asserting individual and class claims against Randstad based on alleged violations of the California Labor Code and California’s Fair Employment and Housing Act (“FEHA”), as well as a PAGA claim based on the same underlying alleged Labor Code violations. On September 14, 2022, Plaintiffs filed a Second Amended Complaint adding Plaintiff Dimetrieze Walker as a named Plaintiff in the Action. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Randstad and the LWDA by sending the PAGA Notice.

2.3. On November 1, 2022, Randstad removed the Action to the United States District Court for the Southern District of California, Case No. 3:22-cv-01704.

2.4. On January 30, 2023, the Parties entered into a stipulation to dismiss Plaintiffs’ individual and class claims and to remand Plaintiffs’ PAGA claims—the only claims remaining in the case—to the Superior Court of California, County of San Diego.

2.5. On February 22, 2023, the Parties participated in a mediation presided over by Joel Grossman, during which the Parties resolved Plaintiffs’ individual claims against Randstad. In exchange for adequate consideration, Plaintiffs released all claims against the Released Parties, save the PAGA claims at issue in this Action.

2.6. On December 3, 2024, the Parties participated in an all-day mediation presided over

1 by Joel Grossman, which led to this Agreement to settle the Action.

2 2.7. In negotiating this Settlement, Plaintiffs have taken into account the uncertainty and
3 risk of the outcome of further litigation, including the uncertainty and chance of success on their
4 individual PAGA claims in arbitration and their representative PAGA claims in Court. Plaintiffs
5 have also considered the expense and length of the proceedings necessary to litigate their claims
6 through trial and through any possible appeals, and the burdens of proof necessary to establish
7 liability for the claims asserted in the action, both generally and in response to Defendant's defenses
8 thereto, and the difficulties and delays inherent in such litigation. Based on the foregoing, Plaintiffs
9 have determined that the Settlement is fair and promotes PAGA's objectives. In addition, reaching
10 this Settlement now has the potential for having a higher value today than it might have later if this
11 litigation were to continue.

12 2.8. Randstad denies any wrongdoing or legal liability arising out of any of the facts or
13 conduct alleged in the Action, and believes it has valid defenses to Plaintiffs' claims, including based
14 on the statute of limitations and whether Plaintiffs are aggrieved employees entitled to recover under
15 PAGA. Neither this Agreement, nor any document referred to or contemplated herein, nor any
16 action taken to carry out this Settlement Agreement, may be construed as, or may be used as an
17 admission, concession or indication by or against Randstad of any fault, wrongdoing or liability
18 whatsoever, or of any concession that a representative action, other than for purposes of this
19 Settlement, would be appropriate in this or any other case.

20 2.9. Under California Law, the State may assess and collect civil penalties from
21 employers for violations of certain provisions of the Labor Code. See Cal. Lab. Code §§ 2699(a).
22 Under PAGA, however, if an "aggrieved" employee gives written notice to the State and the
23 employer of the specific provision of the Labor Code alleged to have been violated, and the State
24 thereafter decides not to investigate, or does investigate and determines that a citation against the
25 employer should not issue, the employee may, "as an alternative" to enforcement by the State, bring
26 a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current
27 or former employees." *Id.*

28 2.10. Labor Code section 2699(1)(2) provides that "[t]he superior court shall review and

approve any settlement of any civil action filed pursuant to this part.”

2.11. The Parties, Plaintiffs’ Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. SETTLEMENT CONSIDERATION

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 6.2 below, Randstad promises to pay \$50,000 and no more as the Gross Settlement Amount. Randstad has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.1 of this Agreement. Randstad will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Randstad.

3.2. Payments from the Gross Settlement Amount. Randstad will make the following payments from the Gross Settlement Amount as follows:

3.2.1. To Plaintiffs: In consideration for the promises and covenants made by the Parties as set forth in this Agreement, and in full release and settlement by Plaintiffs of any and all claims, whether known or unknown, Randstad shall pay Plaintiffs a total payment of Ten Thousand and 00/100 Dollars (\$10,000.00), which shall be paid as follows:

(a) Five Thousand and 00/100 Dollars (\$5,000) to Plaintiff Gabrielle Avillanoza, subject to all applicable withholdings and deductions, for which Randstad shall issue Plaintiff Avillanoza an IRS Form W2;

(b) Five Thousand and 00/100 Dollars (\$5,000) to Plaintiff Dimetrieze Walker, subject to all applicable withholdings and deductions, for which Randstad shall issue Plaintiff Avillanoza an IRS Form W2.

3.2.2. To Plaintiffs’ Counsel: Randstad agrees to pay Plaintiff’s Counsel attorney fees of 35% (thirty five percent) of the Gross Settlement Amount, equaling \$17,500 (seventeen thousand five hundred dollars) and reimbursement of actual costs in the amount of \$7,981.73, for a total of a total of Twenty-Five Thousand Four Hundred and Eighty-One and 73/100 Dollars (\$25,481.73) (“Attorneys’ Fees”), for which Randstad shall issue Pancer

Law Corporation an IRS Form 1099. Randstad will not oppose requests for Court approval of this payment provided that it does not exceed this amount. Plaintiffs and Randstad shall cooperate in the preparation of a stipulation and proposed order for the Court to review and approve this settlement, including Plaintiff's counsel's requested fees and costs award. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and holds Randstad harmless, and indemnifies Randstad, from any dispute or controversy regarding any division or sharing of any of the Attorneys' Fees.

3.2.3. To the LWDA and Aggrieved Employees: Randstad will pay a total of Fourteen Thousand Five Hundred and Eighteen and 27/100 Dollars (\$14,518.27) to the Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or that could have been alleged to have been violated in the Operative Complaint with respect to Aggrieved Employees based on the facts alleged in the PAGA Notice and the Operative Complaint for violation of PAGA, during the PAGA Period. Pursuant to PAGA, Seventy Five Percent (75%) of this amount (Ten Thousand Eight Hundred and Eighty-Eight and 70/100 Dollars (\$10,888.70)) will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (Three Thousand Six Hundred and Twenty-Nine and 57/100 Dollars (\$3,629.57)), will be paid to the Aggrieved Employees according to the following formula:

(a) Randstad will calculate: (i) the total number of weeks worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of weeks worked by all Aggrieved Employees during the PAGA Period.

(b) To determine each Aggrieved Employee's payment, Defendant will use the following formula: Settlement Payment = $\$3,629.57 \times [\text{Weeks Worked by Individual Aggrieved Employee During the PAGA Period} \div \text{Total Weeks Worked by All Aggrieved Employees during PAGA Period}]$.

4. RELEASE OF CLAIMS

4.1. Plaintiffs' Individual Releases.

1 4.1.1. In exchange for the additional consideration Plaintiffs are receiving from
2 Randstad under Paragraph 3.2.1 of this Agreement, Plaintiffs hereby settle with,
3 compromise, release, remit, acquit, discharge, and reach accord and satisfaction upon any
4 and all claims, demands, causes of action, remedies, obligations, damages, and liabilities
5 which they had or now have, whether known or unknown, against the Released Parties
6 arising at any point in the past, up to the Effective Date of this Agreement. This release
7 specifically includes, but is not limited to, any claims for wages, back pay, front pay,
8 bonuses, commissions, severance pay, emotional distress, liquidated damages, compensatory
9 damages, penalties, exemplary damages, or punitive damages arising out of or related to
10 Plaintiffs' employment or separation of employment with Randstad.

11 4.1.2. In exchange for the additional consideration Plaintiffs are receiving from
12 Randstad under Paragraph 3.2.1 of this Agreement, Plaintiffs further unconditionally release,
13 discharge, and hold each and every Released Party harmless from each and every claim,
14 cause of action, right, liability, or demand of any kind and nature in existence at the time this
15 Agreement is executed, and from any claims which may be derived therefrom, that Plaintiffs
16 had, have, or might claim to have against any Released Party, including, but not limited to,
17 Randstad, including, but not limited to, any and all claims:

18 (a) arising from Plaintiffs' employment and other terms and conditions of
19 their employment relationship with Randstad;

20 (b) relating to the separation of Plaintiffs' employment relationship with
21 Randstad;

22 (c) under the Civil Rights Acts of 1866, 1871, 1964, and 1991; 42 U.S.C.
23 §§ 1981 through 1988; the Americans With Disabilities Act, 42 U.S.C. § 12101 *et*
24 *seq.*; the Rehabilitation Act of 1973; the Employee Retirement Income Security Act
25 of 1974, 29 U.S.C. § 18 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*
26 (including the Equal Pay Act); the Uniform Services Employment and
27 Reemployment Act, 38 U.S.C. § 43 *et seq.*; the Age Discrimination in Employment
28 Act of 1967, 29 U.S.C. § 621 *et seq.*; the Older Workers Benefit Protection Act; the

1 Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*; the National Labor
2 Relations Act, 29 U.S.C. § 151 *et seq.*; the Occupational Safety and Health Act, 29
3 U.S.C. § 651 *et seq.*; Section 806 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. §
4 1514A; the California Family Rights Act; the California Constitution; the California
5 Fair Employment & Housing Act; the California Labor Code; the California Private
6 Attorneys General Act, all including any amendments and their respective
7 implementing regulations, and any other federal, state, local or foreign law (statutory,
8 regulatory, or otherwise); however, the identification of specific statutes is for
9 purposes of example only, and the omission of any specific statute or law shall not
10 limit the scope of this general release in any manner;

11 (d) based on any and all federal, state, or local laws regarding
12 employment discrimination, harassment, or retaliation on the basis of disability
13 (physical, mental or otherwise), perceived disability (physical, mental, or otherwise),
14 mental condition, perceived mental condition, race, color, religion, sex/gender,
15 sexual orientation, national origin, handicap, age, marital status, military or veteran
16 status, or any other category protected by law (further including any regulation of an
17 administrative agency or government authority, relating to discrimination,
18 harassment, or retaliation in employment);

19 (e) based on any failure to provide reasonable accommodation(s) and any
20 failure to engage in the interactive process;

21 (f) based on any claims arising under tort, contract (oral, written, implied-
22 in-fact, or otherwise), or quasi-contract laws or theories, whether arising under
23 common law, constitution, statute, code, ordinance, regulation, or other applicable
24 law, including but not limited to claims of breach of express or implied contract,
25 wrongful, retaliatory, or constructive discharge, fraud, negligence, whistleblowing,
26 defamation, negligent or intentional infliction of emotional distress, breach of
27 implied covenant of good faith and fair dealing, promissory estoppel, detrimental
28 reliance, invasion of privacy, false imprisonment, non-physical injury, or any other

harm;

(g) based on any and all claims for compensation of any type whatsoever;

(h) based on wrongful termination of employment, including wrongful termination in violation of public policy; and

(i) based on any other federal, state or local constitution, regulation, law (statutory or common), or legal theory, including any claims for monetary or equitable relief.

4.1.3. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

4.2. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. This includes, but is not limited to, all claims for penalties, damages, interest, attorneys' fees, costs, or any other amounts that the Aggrieved Employees may have or claim to have under the California Private Attorney General Act predicated on violations of the California Labor Code, the Fair Labor Standards Act, or any other wage and hour statute, regulation, code, ordinance, or law.

4.3. Release by Plaintiffs' Counsel. Plaintiffs' Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from any claims for attorneys' fees and costs that Plaintiffs, the Aggrieved Employees, or Plaintiffs' Counsel have, may have, or may claim to have in connection with the prosecution, litigation, or arbitration of the claims released in this Settlement.

5. SETTLEMENT APPROVAL AND DISTRIBUTION OF SETTLEMENT PAYMENTS

5.1. No later than thirty (30) days after the full execution of this Agreement, the Parties will jointly present this Agreement to the Court and request that the Court issue an order and judgment approving the Settlement and Agreement.

5.2. Within thirty (30) calendar days of the Effective Date, Randstad will cause checks to be issued to each Aggrieved Employee for his or her share of the Gross Settlement Amount along with an explanatory letter which will be mutually approved by the Parties, and a check to the LWDA for its share of the Gross Settlement Amount. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Checks will remain negotiable for one hundred twenty (120) days. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 120 days after issuance will be tendered to Controller of the State of California to be held pursuant to the Unclaimed Property Law (*see* Cal. Civ. Code § 1500, *et seq.*) for the benefit of those Aggrieved Employees who did not cash their checks. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which an IRS Form 1099 will be issued.

6. AGGRIEVED EMPLOYEE SIZE ESTIMATE AND ESCALATOR CLAUSE

6.1. Based on its records, Randstad represents that, as of the date of this Agreement, there are twenty-eight (28) Aggrieved Employees who worked three hundred and sixty-seven (367) Pay Periods during the PAGA Period.

6.2. If the total number of pay periods exceeds 367 by more than ten (10) percent, the Gross Settlement Amount shall increase by the excess percentage. For example, if the total number of pay periods exceeds 367 by eleven (11) percent, the total settlement payment shall increase by one (1) percent, for a payment of \$50,500. The excess shall be allocated proportionally to the Aggrieved Employees as set forth above in Paragraph 3.2.3.

7. CONTINUING JURISDICTION OF THE COURT

7.1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over

the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Final Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

8. ADDITIONAL PROVISIONS

8.1. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8.2. Tax Liability. Randstad makes no representation to Plaintiffs, Plaintiffs' Counsel, or the Aggrieved Employees as to the tax liability, if any, on any amounts paid pursuant to this Agreement.

8.3. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8.4. Amendment or Modification. This Agreement may be amended or modified only by a written instrument, signed by all Parties or their successors-in-interest or counsel for all Parties.

8.5. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

8.6. Binding on Successors and Assigns. This Agreement will be binding upon, and inure

to the benefit of, the successors or assigns of the Parties hereto.

8.7. Governing Law. All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

8.8. Execution and Counterparts. This Agreement may be executed in one or more counterparts, at different times and places. When all Parties have executed a counterpart of this Settlement Agreement, it shall be binding on all Parties notwithstanding that all of them may not have signed the same counterpart. A facsimile or other copy of an executed counterpart hereof, such as an e-mailed PDF copy, shall have the same effect as an original.

8.9. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after lengthy litigation and an arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

8.10. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

8.11. Headings. The headings and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

8.12. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

8.13. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

8.14. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

8.15. Representation by Counsel. The Parties acknowledge that they have been represented by competent counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full.

8.16. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement.

8.17. Media Contact. Plaintiffs and Plaintiffs' Counsel agree that they will not directly or indirectly issue any press release, hold any press conference, make any posting on any website (except such submissions or filings with the Court or the LWDA that relate to seeking approval of this settlement), instant messaging site, blog, or social networking site, initiate or respond to any contact with any members of the news media, including, but not limited to, any radio or television stations, newspapers, magazines, blogs, or social media sites regarding the Action, the Settlement, the Agreement, or the negotiation of the Settlement. If Plaintiffs of Plaintiffs' Counsel are asked about the Action or the Settlement, they may state only that "The matter has been resolved" or words to that effect.

8.18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all parties and agree it will be admissible and subject to disclosure only in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

1 8.19. Denial of Liability. The Parties expressly recognize that the making of this
2 agreement does not in any way constitute an admission or concession of wrongdoing on the part of
3 Randstad. Nothing in this Settlement, nor any action taken in implementation thereof, nor any
4 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
5 during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute,
6 be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
7 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local
8 law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
9 equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court
10 that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any
11 orders or judgments of the Court entered into in connection therewith.

12 8.20. Destruction of Documents. Within thirty (30) days of the Effective Date, Plaintiffs
13 shall destroy all documents and electronically stored information in their possession, custody, or
14 control related to Randstad, including, but not limited to, all documents and information produced
15 in any litigation, arbitration, mediation, or that are otherwise in Plaintiffs' possession, custody, or
16 control. Plaintiff's counsel may retain an archival copy of the case file that shall not be released to
17 any person outside of Plaintiff's counsel's office except based on a court order or subpoena; in the
18 event any Court order or subpoena would require Plaintiff's counsel to release a copy of the file or
19 any of its contents, Plaintiff's counsel will notify counsel Randstad of the same (pursuant to
20 paragraph 8.21) within 3 (three) days, and will cooperate with counsel for Randstad, through legal
21 means and consistent with ethical duties, as may be reasonably necessary in seeking to resist the
22 subpoena or Court order.

23 8.21. Notices. Unless otherwise specifically provided herein, all notices, demands or other
24 communications given hereunder shall be in writing and shall be deemed to have been duly given if
25 given electronically or if notice cannot be given electronically, then as of the third business day after
26 mailing by first class United States mail, return receipt requested, addressed:

27 **To Plaintiff and/or the Aggrieved Employees:**

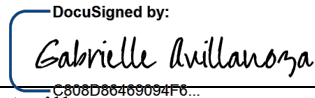
28 Pancer Law Corporation

Attn: Ian Pancer, Esq.
4603 Mission Blvd., Suite 220
San Diego, CA 92109
ian@sandiegolegal.net

To Randstad:

Kabat Chapman & Ozmer LLP
Attn: Nathan D. Chapman
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Los Angeles, California 90071
nchapman@kcozlaw.com

GABRIELLE AVILLANOZA

DocuSigned by:

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Gabrielle Avillanoza

Date: 3/22/2025

**RANDSTAD GENERAL PARTNER (US),
LLC**

By: 

Its: General Counsel & SVP

Date: 03/25/2025

DIMETRIEZE WALKER

Signed by:

E50AZ29D9868489...

Dimetrieze Walker

Date: 3/22/2025

PANCER LAW CORPORATION

/s/ Ian Pancer

Ian Pancer
Attorneys for Plaintiffs

Date: 03/21/2025

KABAT CHAPMAN & OZMER LLP


Nathan Chapman (Mar 25, 2025 15:15 EDT)

Nathan D. Chapman
Attorneys for Defendant
Randstad General Partner (US), LLC

Date: 03/25/2025

Randstad - Avillanoza - PAGA Longform Settlement Agreement

Final Audit Report

2025-03-25

Created:	2025-03-25
By:	Windy Catino (windy.catino@randstadusa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhXw-92ODj6II6KzwU7-m99ytdyiKhOcy

"Randstad - Avillanoza - PAGA Longform Settlement Agreement" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2025-03-22 - 8:11:20 PM GMT- IP address: 136.226.72.117
-  Document created by Windy Catino (windy.catino@randstadusa.com)
2025-03-25 - 6:38:45 PM GMT- IP address: 136.226.72.117
-  Document emailed to Windy Catino (windy.catino@randstadusa.com) for signature
2025-03-25 - 6:40:04 PM GMT
-  Document e-signed by Windy Catino (windy.catino@randstadusa.com)
Signature Date: 2025-03-25 - 6:40:38 PM GMT - Time Source: server- IP address: 136.226.72.117
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2025-03-25 - 6:40:48 PM GMT- IP address: 20.125.60.209
-  Signer nchapman@kcozlaw.com entered name at signing as Nathan Chapman
2025-03-25 - 7:15:43 PM GMT- IP address: 64.159.253.170
-  Document e-signed by Nathan Chapman (nchapman@kcozlaw.com)
Signature Date: 2025-03-25 - 7:15:45 PM GMT - Time Source: server- IP address: 64.159.253.170
-  Agreement completed.
2025-03-25 - 7:15:45 PM GMT

EXHIBIT 2

Notice of PAGA Settlement and Release of Claims

Date: / /2025

SIMID
NAME
ADDRESS

Dear Name:

You are receiving this Notice and enclosed check because the Superior Court for the State of California, County of San Diego, has approved a Settlement Agreement and Release (“Settlement”) of a claim under the California Labor Code Private Attorneys General Act (“PAGA”) in a lawsuit entitled *Gabrielle Avillanoza, et al. v. Randstad General Partner (US) LLC*, which was brought by Gabrielle Avillanoza and Dimetrieze Walker (“Plaintiffs”). The Court has never ruled on the merit of the claim and Defendant Randstad General Partner (US) LLC (“Randstad”) denies the claim has merit. The Settlement releases only claims for civil penalties under the PAGA and attorney fees and litigation costs incurred in connection with prosecuting those claims.

More specifically, pursuant to the Settlement and the Court’s Order approving same, “Releasees” (who include Randstad and all of its successors, parents, related entities, and other affiliated corporations, divisions, subsidiaries, partnerships, officers, directors, shareholders, employees, agents, attorneys, predecessors, successors, and assigns (and the officers, agents, attorneys, successors, and assigns of such parent or other affiliated corporations, divisions, partnerships, and subsidiaries)) have been released from any and all claims for civil penalties under PAGA, whether known or unknown, that Plaintiffs and/or the PAGA Settlement Class (which includes you and other non-exempt employees who worked for Randstad’s San Diego, California Office at any time from August 29, 2021 through December 3, 2024) had, or may claim to have during the PAGA period (August 29, 2021 through December 3, 2024), that were alleged in Plaintiffs’ LWDA Letters and the operative Complaint, or which could have been alleged based on the facts alleged in the LWDA Letters and the Complaint, including but not limited to claims for PAGA civil penalties predicated on alleged: (a) failure to pay on a timely basis; (b) failure to provide accurate itemized wage statements; (c) failure to pay minimum wage, straight time, compliant overtime, double time, or any other types of wages; (d) failure to provide compliant meal periods and/or pay compliant meal period premiums; (e) failure to provide compliant rest breaks and/or to pay compliant rest break premiums; (f) failure to timely pay all wages due at termination, including claims for waiting time penalties; (g) failure to reimburse business expenses; and (h) failure to provide the opportunity to inspect employment records. As noted above, the Court has not rendered an opinion about the merit of these allegations and Randstad denies them.

As part of the Settlement, the Court ordered that a portion of the Settlement proceeds allocated to civil penalties under PAGA be distributed to certain non-exempt employees, including you, after certain portions of the penalties are paid to the State of California according to California law. The PAGA claim seeks civil penalties on behalf of the State of California and for which the State of California receives 75% of any civil penalties collected, with the PAGA Settlement Class receiving the remaining 25%. The enclosed check represents your portion of the Settlement. You may deposit or cash the check without any further obligation on your part, and there is no need for you to contact the parties or the Court.

This check will remain valid for 120 days from the date of issuance. If you do not cash your check within 120 days of issuance, the funds will be tendered to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. If you are still employed by Randstad, your decision to cash the check will not affect your employment.

EXHIBIT 3

The Law Office of
IAN PANCER
105 West F St. 4th Floor
San Diego, California 92101

Telephone (619) 955-6644

Facsimile (619) 374-7410

August 29, 2022

BY ONLINE FILING

Director
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay St. Ste. 801
Oakland, California 94612

BY CERTIFIED MAIL

Randstad General Partner (US) LLC
3625 Cumberland Blvd.
Atlanta, GA 30339

Re: Gabrielle Avillanoza v. Randstad General Partner (US) LLC

Dear Sir or Madame,

This letter shall serve as a notice pursuant to the California Private Attorneys General Act (“PAGA”), California Labor Code (hereafter, “Lab. Code”) § 2699, et seq., regarding Gabrielle Avillanoza’s (“Employee”) and other aggrieved employees’ claims against Randstad General Partner (US) LLC (hereafter, “Randstad” or “Employer”). The purpose of this letter is to exhaust administrative remedies as required under PAGA as to Employee and other aggrieved employees of Employer in the State of California. Employee alleges that she and other employees of Employer (collectively, “aggrieved employees”) suffered the Labor Code violations alleged.

Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of Lab. Code § 2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is a PAGA claim brought by Employee against Employer for violations of various California Labor Code provisions. Randstad is in the business of recruiting individuals seeking employment and contracting with clients or customers to supply workers to perform services for the clients or customers. In other words, Randstad is a staffing company. Randstad requires its employees to undergo training online through a system it refers to as “Randstad University.” Plaintiff was employed as non-exempt, hourly-paid employee from April 2021 through approximately August 27, 2021. Plaintiff’s employment was fully remote until the end of April 2021. Thereafter, her employment was in office.

A. FAILURE TO PAY WAGES AND WAITING TIME PENALTIES

Labor Code Section 204 codifies an employee's right to be paid wages and the time within which wages must be paid. Plaintiff and other aggrieved employees were required to undergo training off-the-clock through the Randstad University online training system. When Plaintiff and the Unpaid Wage Class participated in training they were subject to the control of Randstad and the training time was compensable. Rather than allow employees to participate in training through Randstad University at work, while on the clock, the vast majority of the time Randstad required employees to participate in training through Randstad University on their own time, including on weekends. Plaintiff recalls just one occasion on which she was allowed to participate in Randstad University training while on the clock during the workweek.

Randstad failed to pay Plaintiff and the Unpaid Wage Class for their training time. Labor Code Sections 201 and 202 place requirements on an employer to pay wages within a limited period of time upon termination of employment. Labor Code Section 203 provides for the imposition of penalties on an employer who fails to pay wages on termination of employment, in violation of Labor Code Sections 201 and 202. Randstad failed to pay monies owing for training time to employees upon termination of employment or within 72 hours thereof. Additionally, aggrieved employees, including Plaintiff, who were not paid all wages on cessation of employment or within 72 hours in the case of employees resigning without notice, were entitled to waiting time penalties. Randstad failed to pay waiting time penalties when due.

B. FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

Plaintiff received a number of Wage Statements from Randstad that appear inconsistent with each other and do not accurately set forth the information required by Labor Code Section Labor Code Section 226(a)(1), (2), (5), (6), and (9). For example:

- a. Plaintiff received a wage statement for August 9, 2021 through August 22, 2021 indicating 35 "Hrs/Units" of "Regular Earnings."
- b. Plaintiff received a wage statement for August 23, 2021 through August 27, 2021 indicating 52.07 "Hrs/Units" of "Regular Earnings."
- c. Plaintiff received a wage statement for July 26 23, 2021 through August 27, 2021 indicating 29.4 "Hrs/Units" of "Regular Earnings."

These statements cannot all be true, as the wage statement for the longer period, which encompasses the two shorter pay periods, shows fewer hours than the either of the wage statements for the two shorter periods contained therein. Additionally, the "Advice Date" on the wage statement for pay period ending August 22, 2021 is August 20, 2021. Assuming the Advice Date means the date of issuance, either the date of issuance or the inclusive dates of the pay period must be wrong because the wage statement cannot be issued before its inclusive dates. Adding to the confusion, the wage statements issued to Plaintiff by Randstad indicate a "Pay Rate" of "\$0.00." Elsewhere on the same page, the wage statements indicate a "Rate" of "27.41," but there is no dollar sign ("\$\$") next to the 27.41.

Along with the other deficiencies in the wage statements, the inclusion of the \$0.00 Pay Rate make the wage statements unclear. Unfortunately, Randstad has refused to produce Plaintiff's personnel file, pay records or time records, making it difficult or impossible for Plaintiff to consult records that would enable her to determine what is actually going on with the wage statements.

Additionally, the wage statements for aggrieved employees included sums for expense reimbursement in the figures for gross and net pay despite the fact expense reimbursements do not constitute wages.

For example, for Employee in the pay statement for pay period June 14, 2021 through June 27, 2021, gross pay was \$2,192.80, and taxes were \$380.55. Therefore, net pay was \$1,812.25. However, net pay is stated as \$1,908.57 because it improperly includes expense reimbursement of \$96.32.

Additionally, said pay statement misstates gross wages because it includes expense reimbursement in gross wages. Gross pay should be stated as \$2,192.80. Instead, it is stated as \$2,289.12, which is \$2,192.80 plus expense reimbursement of \$96.32.

In sum, Randstad failed to comply with Labor Code Section 226(a)(1, 2, 5, 6, and 9) by failing to state gross wages, net wages, hours worked, inclusive dates, and hourly rates. The violations alleged herein were not limited to Employee but instead were suffered by all aggrieved employees aggrieved by these violations and, thus, Employee brings this claim on a representative basis.

C. FAILURE TO PRODUCE PERSONNEL FILE (LABOR CODE SECTION 1198.5), PAY RECORDS (LABOR CODE SECTION 226(c), AND SIGNED INSTRUMENTS (LABOR CODE SECTION 432)

Employer violated Labor Code Sections 1198.5 and 226(c) as to Employee because Employer failed to produce Employee's personnel record, pay statements, and signed instruments when requested and required to do so. Employee sent record requests to Employer on three separate occasions. The first request was sent on March 24, 2022 by certified mail; the second request was sent by UPS with delivery tracking, which shows a date delivered on July 5, 2022. The third request was sent on August 22, 2022 via express delivery and received on August 23, 2022.

Receiving and failing to respond to these requests constituted a violation of Labor Code Section 226 and in particular 226(c), which provides:

“(c) An employer who receives a written or oral request to inspect or receive a copy of 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. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.”

Receiving and failing to respond to these requests was also a violation of Labor Code Section 1198.5 and in particular Labor Code Section 1198.5, which provides :

“(b) (1) The employer shall make the contents of those personnel records available for inspection to the current or 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...”

Employer violated Labor Code Section 432 by failing to produce any instruments signed by Employee in response to the three record requests.

The violations alleged herein were not limited to Employee but instead were suffered by all aggrieved employees aggrieved by these violations and, thus, Employee brings this claim on a representative basis.

D. MISCELLANEOUS LABOR CODE VIOLATIONS

On information and belief, and premised, in part, on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, Employee alleges as follows.

Employer failed to accurately state aggrieved employees' regular wages, over time wages, and double time wages, failed to provide meal and rest periods, issued inaccurate and non-compliant wage statements, failed to pay wages them in a timely manner, failed to pay waiting time penalties, failed to reimburse expenses, and failed to provide accurate wage statements compliant with Lab. Code § 226.

Further investigation and formal discovery will likely uncover other claims and additional facts supporting Employer's liability. The Labor Code § 2699 claims at issue, include, without limitation, violations of Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 432, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

II. REPRESENTATIVE NATURE OF CLAIMS

The wage and hour violations suffered by Employee and aggrieved employees and subject to the PAGA that are described herein are systematic in nature. Employee is informed and believes that her claims, including, without limitation, her PAGA claims, are representative because all of Employer's employees in the State of California are subject to the same harms and abuses that have been perpetrated on Employee, as well as other harms and abuses that are prosecutable per, *inter alia*, *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745. Employee seeks recover penalties as a representative of the State of California and other aggrieved employees.

III. NOTICE

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth in California Labor Code Lab. Code § 2699, et seq. By law, an employee alleging a violation of one of the above referenced Labor Code Sections must notify his or her

employer and the Labor and Workforce Development Agency (“LWDA”) before he or she can invoke the provisions of Lab. Code § 2699, et seq., by seeking redress in court. (Labor Code Lab. Code § 2699.3(a)(1)). The LWDA must then notify the employer and employee within 60 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code Lab. Code § 2699.3(a)(2)(B)). If the LWDA advises it will not investigate, or if no notice is provided within 60 calendar days, the employee may file a lawsuit invoking the provisions of Labor Code Lab. Code § 2699.3(a)(2)(A). Additionally, be advised that the notice and cure period for certain Labor Code violations is the shorter 33 day period specified in Lab. Code § 2699.3(c)(2)(a).

It is the intention of this office, by way of a civil complaint, to seek penalties under the PAGA and to bring the appropriate claims on behalf of herself, the State of California, and other aggrieved employees under Lab. Code § 2699, seeking remedies for Labor Code violations referenced in this letter.

We write this letter subject to and without waiver of our client’s rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

Ian Pancer
Ian Pancer

The Law Office of
IAN PANCER
105 West F St. 4th Floor
San Diego, California 92101

Telephone (619) 955-6644

Facsimile (619) 374-7410

September 2, 2022

BY ONLINE FILING

Director
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay St. Ste. 801
Oakland, California 94612

BY CERTIFIED MAIL

Randstad General Partner (US) LLC
3625 Cumberland Blvd.
Atlanta, GA 30339

Re: Gabrielle Avillanoza v. Randstad General Partner (US) LLC

Dear Sir or Madame,

This letter shall serve as an amended notice pursuant to the California Private Attorneys General Act ("PAGA"), California Labor Code (hereafter, "Lab. Code") § 2699, et seq., regarding Gabrielle Avillanoza's ("Employee") and other aggrieved employees' claims against Randstad General Partner (US) LLC (hereafter, "Randstad" or "Employer"). The purpose of this letter is to exhaust administrative remedies as required under PAGA as to Employee and other aggrieved employees of Employer in the State of California. Employee alleges that she and other employees of Employer (collectively, "aggrieved employees") suffered the Labor Code violations alleged.

Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of Lab. Code § 2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is a PAGA claim for violations of various California Labor Code provisions. The details of Employee's and other aggrieved employees' claims are discussed in the enclosed filing copy of the First Amended Complaint, which allegations are incorporated by reference as though set forth herein.

In summary, Employer did not pay Employee and fellow aggrieved employees all wages, failed to provide meal and rest periods, issued them inaccurate and non-compliant wage statements, failed to pay them in a timely manner, failed to pay waiting time penalties, failed to reimburse expenses, and failed to provide accurate wage statements compliant

with Lab. Code § 226.

Further investigation and formal discovery will likely uncover other claims and additional facts supporting Employer's liability. The Labor Code § 2699 claims at issue, as discussed in the draft Complaint, include, without limitation, violations of Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 432, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

II. REPRESENTATIVE NATURE OF CLAIMS

The wage and hour violations suffered by Employee and aggrieved employees and subject to the PAGA that are described herein are systematic in nature. Employee is informed and believes that her claims, including, without limitation, her PAGA claims, are representative because all of Employer's employees in the State of California are subject to the same harms and abuses that have been perpetrated on Employee, as well as other harms and abuses that are prosecutable per, *inter alia*, *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745. Employee seeks recover penalties as a representative of the State of California and other aggrieved employees.

III. NOTICE

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth in California Labor Code Lab. Code § 2699, et seq. By law, an employee alleging a violation of one of the above referenced Labor Code Sections must notify his or her employer and the Labor and Workforce Development Agency ("LWDA") before he or she can invoke the provisions of Lab. Code § 2699, et seq., by seeking redress in court. (Labor Code Lab. Code § 2699.3(a)(1)). The LWDA must then notify the employer and employee within 60 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code Lab. Code § 2699.3(a)(2)(B)). If the LWDA advises it will not investigate, or if no notice is provided within 60 calendar days, the employee may file a lawsuit invoking the provisions of Labor Code Lab. Code § 2699.3(a)(2)(A). Additionally, be advised that the notice and cure period for certain Labor Code violations is the shorter 33 day period specified in Lab. Code § 2699.3(c)(2)(a).

It is the intention of this office, by way of a civil complaint, to seek penalties under the PAGA and to bring the appropriate claims on behalf of herself, the State of California, and other aggrieved employees under Lab. Code § 2699, seeking remedies for Labor Code violations referenced in this letter.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

Ian Pancer

Ian Pancer

Ian Pancer (SBN 246600)
The Law Office of Ian Pancer
105 West F Street, Suite 400
San Diego, California 92101
Phone: (619) 955-6644
Facsimile: (619) 374-7410

Attorneys for Plaintiff GABRIELLE
AVILLANOZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

GABRIELLE AVILLANOZA, an individual,

Plaintiff,

v.

RANDSTAD GENERAL PARTNER (US) LLC,
a Delaware limited liability company, TAYLOR
LUCERO, an individual, and DOES 1 through
50,

Defendants

Case No.: 37-2022-00034713-CU-OE-
CTL

**FIRST AMENDED INDIVIDUAL,
CLASS ACTION, AND PAGA
COMPLAINT**

- 1. Class Action and PAGA Claim for Wage and Hour Violation**
- 2. Class Action and PAGA Claim For Violation Of Labor Code § 226**
- 3. Class Action and PAGA Claim For Failure to Indemnify/Reimburse Expenses**
- 4. Class Action and PAGA Claim for Unfair Competition**
- 5. Class Action and PAGA Claim for Failure To Produce Pay Records**
- 6. Class Action and PAGA Claim for Failure To Produce Personnel File**
- 7. Class Action and PAGA Claim for Failure To Produce Signed Instruments**
- 8. Individual Claim For Rest Period Violation**
- 9. Individual Claim for Gender Discrimination (Cal Gov't Code §§ 12940(A))**
- 10. Individual Claim For Sexual Harassment (Cal Gov't Code §§ 12940(J))**
- 11. Individual Claim for Failure To Prevent Harassment And/or Discrimination (Cal Gov't Code §§ 12940(K))**

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- 12. Individual Claim for Retaliation (Cal Gov't Code §§ 12940(H))
- 13. Individual Claim for Negligent Supervision
- 14. Individual Claim for Retaliation (Cal. Labor Code§ 1102.5)
- 15. Individual Claim for Wrongful Constructive Termination in Violation of Public Policy

1 Plaintiff GABRIELLE AVILLANOZA (“Plaintiff”), on behalf of herself and acting for the interests
2 of other current and former employees (“Plaintiffs”), alleges the following:

3 **NATURE OF THE ACTION**

4 1. Pursuant to Code of Civil Procedure § 382, Plaintiff brings this proposed class action against
5 Defendants for wage and hour abuses in violation of the California Labor Code and the Industrial
6 Welfare Commission Wage Orders (the “IWC Wage Orders”), all of which contribute to
7 Defendants’ deliberate unfair competition.

8 2. Plaintiff, on behalf of herself and all Class Members, brings this action seeking
9 reimbursement, penalties, restitution, injunctive and other equitable relief, reasonable attorneys’
10 fees, and costs.

11 **JURISDICTION AND VENUE**

12 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is
13 proper in the Superior Court of California, County of San Diego, State of California because
14 Plaintiff alleges claims arising under California law.

15 4. This Court has jurisdiction over the Defendants because each is an association, corporation,
16 business entity, or individual that conducts business in the State of California, County of San Diego,
17 and San Diego County is where Defendants employed Plaintiff.

18 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior
19 Court of California for the County of San Diego, State of California, because this is where Plaintiff
20 was employed, and Defendants do business in the County of San Diego.

21 **PARTIES**

22 6. Plaintiff is an individual over the age of 18 and a resident of the State of California.

23 7. Randstad General Partner (US) LLC. (hereafter, “Randstad”) is a Delaware limited liability
24 company doing business in the County of San Diego, California.

25 8. Taylor Lucero (hereafter, “Lucero”) is an individual residing in the County of San Diego.

26 9. The true names and capacities, whether individual, corporate, associate, or otherwise of the
27 Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs
28 therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of

1 Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and
2 capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed
3 and believes, and based thereon allege, that each of the DOE Defendants is in some manner liable to
4 Plaintiffs for the events and actions alleged herein.

5 10. The term “all Defendants” and “each Defendant,” as used herein, shall refer to all of the
6 named Defendants as well as DOES 1 through 50, collectively.

7 11. Plaintiffs are informed and believe, and based thereon allege, that at all times relevant herein
8 each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego
9 for each of the other Defendants, and each was a co-conspirator with respect to the acts and the
10 wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection
11 with the conspiracy and in proximate connection with the other Defendants.

12 12. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was
13 acting partly within and partly without the scope and course of their employment, and was acting
14 with the knowledge, permission, consent, and ratification of every other Defendant.

15 13. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants
16 was an agent, officer, director, managing general partner, managing member, owner, co-owner,
17 partner, employee, and/or representative of each of the Defendants, and were at all times material
18 hereto, acting within the purpose and scope of such agency, employment, contract and/or
19 representation, and that each of them are jointly and severally liable to Plaintiffs for the acts alleged
20 herein

21 14. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
22 are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint
23 employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set
24 forth below.

25 15. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
26 are part of an integrated enterprise and have acted or currently act as the employer and/or joint
27 employer of Plaintiff, making each of them liable for the violations alleged herein.

1 **CLASS ACTION ALLEGATIONS**

2 16. Plaintiff seeks class certification, pursuant to California Code of Civil Procedure section 382,
3 of a class of Plaintiffs consisting of the following subclasses:

- 4 a. All current and former non-exempt, hourly-paid employees of Randstad in the State of
5 California who participated in unpaid training through the “Randstad University” online
6 training system anytime from four years and 178 days prior to the filing of this action through
7 the date of preliminary approval (the “Unpaid Wage Class”); and
8 b. All members of the Unpaid Wage Class who ceased employment with Randstad at any time
9 from three years and 178 days prior to the filing of this action through the date of preliminary
10 approval (the “WT Penalty Class”); and
11 c. All current and former non-exempt, hourly-paid employees of Randstad in the State of
12 California who were issued wage statements that did not accurately state the employee’s gross
13 wages, net wages, hours worked, applicable hourly rates, or the inclusive dates of the period
14 for which the employee was paid any time from August 27, 2021 through the date of
15 preliminary approval, (the “Wage Statement Class”);
16 d. All current and former employees of Randstad in the State of California who, in the discharge
17 of their duties, incurred expenses that were not reimbursed by Randstad at any time from four
18 years and 178 days prior to the filing of this action through the date of preliminary approval
19 (the “Unreimbursed Expense Class”); and

20 17. **Numerosity and Ascertainability:** The members of the Class are so numerous
21 that joinder of all members would be impractical, if not impossible. The identity of the members
22 of the Class is readily ascertainable by review of Randstad records, including payroll records.

23 18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
24 necessary steps to represent fairly and adequately the interests of the Class defined above.
25 Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the Class and
26 the individual Plaintiff. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class
27 actions in the past and currently have wage-and-hour class actions pending in California state and
28 federal courts.

1 19. **Common Question of Law and Fact:** There are predominant common questions
2 of law and fact and a community of interest amongst Plaintiff and the Class concerning Ranstad's
3 consistent and uniform policy and practice of: (a) failing to pay for time spent on training, (b)
4 failing to pay all wages on cessation of employment or within 72 hours, as applicable, (c) failing to
5 provide accurate, itemized wage statements in violation of Labor Code section 226.

6 20. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
7 class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
8 manner as the Class Members. As with other non-exempt employees, Plaintiff attended training that
9 was unpaid, was not paid all wages at termination of employment, and was issued wage statements
10 that failed to accurately state Plaintiff's gross wages, net wages, hours worked, and inclusive dates
11 of the pay period. Therefore, Plaintiff is a member of the Class and has suffered the alleged
12 violations of Labor Code sections 201, 202, 203, 204, 226, and the UCL.

13 21. The California Labor Code upon which Plaintiff bases these claims are broadly
14 remedial in nature. These laws and labor standards serve an important public interest in
15 establishing minimum working conditions and standards in California. These laws and labor
16 standards protect the average working employee from exploitation by employers who may seek to
17 take advantage of superior economic and bargaining power in setting onerous terms and
18 conditions of employment.

19 22. The nature of this action and the format of laws available to Plaintiff and
20 members of the Class identified herein make the class action format a particularly efficient and
21 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
22 file an individual lawsuit, Randstad would necessarily gain an unconscionable advantage since it
23 would be able to exploit and overwhelm the limited resources of each individual plaintiff with their
24 vastly superior financial and legal resources. Requiring each Class Member to pursue an individual
25 remedy would also discourage the assertion of lawful claims by employees who would be
26 disinclined to file an action against their former and/or current employer for real and justifiable fear
27 of retaliation and permanent damage to their careers at subsequent places employment.

28 23. The prosecution of separate actions by the individual class members, even if

possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual Class members against Randstad and which would establish potentially incompatible standards of conduct for Randstad, and/or (b) adjudications with respect to individual Class members which would, as a practical matter, be dispositive of the interest of the other Class members not parties to the adjudications or which would substantially impair or impede the ability of the Class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

24. Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages, including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor Code sections 218.5 and 226, the applicable IWC Wage Orders, and Code of Civil Procedure section 1021.5.

25. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Plaintiff Class to recovery on the causes of action alleged herein.

26. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

FACTS COMMON TO ALL CAUSES OF ACTION

27. Randstad is in the business of recruiting individuals seeking employment and contracting with clients or customers to supply workers to perform services for the clients or customers.

28. In other words, Randstad is a staffing company.

29. Randstad requires its employees to undergo training online through a system it refers to as "Randstad University."

30. Plaintiff was employed as non-exempt, hourly-paid employee, with job title "Staffing

1 Manager,” from April 2021 through approximately August 27, 2021.

2 31. Plaintiff’s employment was fully remote until the end of April 2021. Thereafter, her
3 employment was in office.

4 32. Plaintiff’s direct supervisor was Defendant Taylor Lucero (hereafter, sometimes “Mr.
5 Lucero”).

6 **FACTS REGARDING SEXUAL HARASSMENT**

7 33. On Plaintiff’s first day in the office, Mr. Lucero, Plaintiff’s direct supervisor, invited
8 the “team” (the group of individuals with which Plaintiff worked) out for drinks.

9 34. During the second week Plaintiff was in the office, she was assigned to go on sales
10 calls with Mr. Lucero.

11 35. During the day, while Plaintiff was alone with Mr. Lucero while they were on sales
12 calls, Mr. Lucero began asking Plaintiff highly inappropriate questions.

13 36. Plaintiff is originally from Las Vegas, NV. Mr. Lucero began asking her a series of
14 questions about being from Las Vegas. He asked Plaintiff various questions about her female friends.
15 Eventually he asked Plaintiff which ones of her friends “got down.” Plaintiff asked Mr. Lucero what
16 he was implying. Mr. Lucero responded by laughing, and said to Plaintiff words to the effect of “hook
17 me up with your friends.”

18 37. It was clear Mr. Lucero was asking Plaintiff which ones of her friends were sexually
19 promiscuous and asking her to arrange an introduction for the purposes of facilitating sexual relations
20 between Mr. Lucero and Plaintiff’s friends.

21 38. Thereafter, Mr. Lucero would encourage Plaintiff to book a flight to Las Vegas where
22 he apparently wanted Plaintiff to set him up with her friends. Mr. Lucero even went so far as to send
23 Plaintiff his flight information, apparently in the hopes that Plaintiff would arrange to be in Las Vegas
24 with him and facilitate the relations Mr. Lucero was hoping for.

25 39. On one occasion thereafter, Mr. Lucero walked by Plaintiff’s desk where she had her
26 personal cell phone. Mr. Lucero grabbed it, picked it up and looked at the screen saver. The screen
27 saver was a photo of Plaintiff, her sister, and her friend. Mr. Lucero proceeded to make
28 inappropriate comments regarding Plaintiff and her companions, including asking “who are these

1 naughty girls?” Plaintiff asked Mr. Lucero to please not touch her personal belongings.

2 40. On May 14, 2021, early in the day, some of Plaintiff’s coworkers were discussing
3 boats and the possibility of taking a boat out in San Diego. Plaintiff mentioned that her boyfriend
4 owned a boat. Mr. Lucero heard Plaintiff’s statement and immediately began shouting that Plaintiff
5 had a “sugar daddy” – meaning an older man who gave Plaintiff money or gifts in exchange for
6 sexual favors.

7 41. Mr. Lucero was later conducting a Zoom meeting with a couple of Plaintiff’s
8 coworkers. Mr. Lucero loudly stated in the Zoom meeting that Plaintiff had a “60-year-old sugar
9 daddy.”

10 42. Mr. Lucero kept up with the remarks all day, making comments such as “you don’t
11 even have to work [because your sugar daddy supports you],” “I see how you roll, dirty girl,” and
12 “that’s why you lived in Vegas,” implying it was a town where Plaintiff could attract a wealthy man
13 who would be generous financially in exchange for sexual favors.

14 43. Plaintiff thereafter called Mr. Lucero’s superiors to complain about the harassment.

15 44. After Plaintiff made complaints to Mr. Lucero’s superiors, Mr. Lucero no longer
16 directed harassing comments directly to Plaintiff. However, Mr. Lucero’s campaign of harassment
17 did not end, and he began to retaliate against Plaintiff.

18 45. For example, Mr. Lucero called in several of Plaintiff’s male coworkers to his office
19 and complained to them that Plaintiff had “accused” him of sexual harassment. Mr. Lucero also
20 continued to make derogatory comments to Plaintiff’s coworkers about Plaintiff having sugar
21 daddies in Las Vegas, telling Plaintiff’s coworkers things such as “[Plaintiff] must love working out
22 of the Las Vegas office with the older men.”

23 46. Mr. Lucero, with the initial harassment and the subsequent harassment and
24 retaliation made the office a miserable place for Plaintiff to go. She absolutely hated going to the
25 office.

26 47. Ultimately, Plaintiff was forced to quit due to being so unhappy at the office as a
27 result of Mr. Lucero’s conduct.

1 EXHAUSTION OF ADMINISTRATIVE REMEDIES

2 48. Plaintiffs have sent, and will continue to send, their written notice to the Labor
3 Workforce Development Agency (LWDA) and Defendants of the specific sections of the California
4 Labor Code Defendants violated and continue to violate.

5 49. Plaintiffs will file an amended complaint once they have exhausted their
6 administrative remedies.

7 50. The Causes of Action alleged herein are appropriately suited for a Representative
8 Action under PAGA (Labor Code § 2698, et seq.) because:

- 9 a. This action alleges violations of California Labor Code provisions that provide for a
10 civil penalty to be assessed and collected by the LWDA or any departments, divisions,
11 commissions, boards, agencies, or employees;
- 12 b. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
13 by the alleged violator and had one or more of the Labor Code violations
14 alleged on this Complaint committed against them; and
- 15 c. Plaintiffs will have satisfied the procedural requirements of Labor Code
16 § 2699.3, as set forth above.

17 **FIRST CAUSE OF ACTION**

18 **INDIVIDUAL, CLASS ACTION, AND PAGA CLAIM**

19 **FOR WAGE AND HOUR VIOLATION**

20 **Labor Code 201, 202, 203, 204, and 510 et seq.**

21 **(BY PLAINTIFF, THE UNPAID WAGE CLASS, AND THE WT PENALTY CLASS**

22 **AGAINST RANDSTAD AND DOES 1 THROUGH 50)**

23 51. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
24 though fully set forth herein.

25 52. Labor Code Section 204 codifies an employee's right to be paid wages and the time within
26 which wages must be paid.

27 53. Plaintiff and the Unpaid Wage Class were required to undergo training off-the-clock through
28 the Randstad University online training system.

1 54. When Plaintiff and the Unpaid Wage Class participated in training they were subject to the
2 control of Randstad and the training time was compensable.

3 55. Rather than allow employees to participate in training through Randstad University at work,
4 while on the clock, the vast majority of the time Randstad required employees to participate in training
5 through Randstad University on their own time, including on weekends.

6 56. Plaintiff recalls just one occasion on which she was allowed to participate in Randstad
7 University training while on the clock during the workweek.

8 57. Randstad failed to pay Plaintiff and the Unpaid Wage Class for their training time.

9 58. Labor Code Sections 201 and 202 place requirements on an employer to pay wages within a
10 limited period of time upon termination of employment.

11 59. Labor Code Section 203 provides for the imposition of penalties on an employer who fails to
12 pay wages on termination of employment, in violation of Labor Code Sections 201 and 202.

13 60. Randstad failed to pay monies owing for training time to employees upon termination of
14 employment or within 72 hours thereof.

15 61. Such a pattern, practice and uniform administration of corporate policy as described herein is
16 unlawful and creates an entitlement to recovery by Plaintiff and the Unpaid Wage Class, in a civil
17 action, for the unpaid wages owing.

18 62. Additionally, Plaintiff is informed and believes that Randstad regularly failed to pay wages to
19 members of the Unpaid Wage Class within the time required by Labor Code Section 204, which
20 provides that “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month
21 shall be paid for between the 16th and the 26th day of the month during which the labor was
22 performed, and labor performed between the 16th and the last day, inclusive, of any calendar month,
23 shall be paid for between the 1st and 10th day of the following month.”

24 63. Unfortunately, Randstad has failed to produce Plaintiff’s time records, thereby preventing
25 Plaintiff from understanding the schedule on which Randstad paid wages to members of the Unpaid
26 Wage Class. Plaintiff suspects the schedule may involve paying members of the Wage Statement
27 Class for two days of work *before* the stated begin date of the pay period, and withholding, until the
28 next pay period, wages for the final two stated days of the pay period.

1 64. Additionally, members of the WT Penalty class are entitled to waiting time penalties pursuant
2 to Labor Code Section 203 as their employment ceased without payment of the full amount of wages
3 due in the time specified by Labor Code Sections 201 and 202.

4 65. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of herself, other aggrieved employees,
5 and the State of California, Plaintiff seeks from Randstad a penalty of one hundred dollars (\$100.00)
6 per employee per pay period for the violations alleged in this cause of action and two hundred dollars
7 (\$200) per employee per pay period for each subsequent violation, the exact amount of the applicable
8 penalty to be established according to proof at trial. Plaintiff also seeks attorney fees and costs.

9 **SECOND CAUSE OF ACTION**

10 **INDIVIDUAL, CLASS ACTION, AND PAGA CLAIM FOR**

11 **VIOLATION OF LABOR CODE § 226**

12 **(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST RANDSTAD AND**
13 **DOES 1 THROUGH 50)**

14 66. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
15 though fully set forth herein.

16 67. Pursuant to Lab. Code § 226(a)(1)-(9), employers must issue wage statements to their
17 employees that accurately include 9 distinct pieces of information. The failure to comply with
18 just one of these 9 requirements triggers an employer's liability for statutory damages pursuant to
19 Lab. Code § 226(e).

20 68. Randstad failed in its affirmative obligation to provide accurate itemized wage
21 statements to Plaintiff and Wage Statement Class Members, in violation of Labor Code section 226.
22 Plaintiff received Wage Statements from Randstad that are inconsistent with each other and do not
23 accurately set forth the information required by Labor Code Section 226(a)(1), (2), (5), (6), and (9).
24 For example, Plaintiff received a wage statement with pay date September 3, 2021 for the supposed
25 pay period beginning August 23, 2021 and ending August 27, 2021 indicating 52.07 "Hrs/Units" of
26 "Regular Earnings." Plaintiff received a wage statement with pay date August 27, 2021 for the
27 supposed pay period beginning July 26, 2021 and ending August 27, 2021 indicating 29.4
28 "Hrs/Units" of "Regular Earnings."

1 69. Simply looking at the wage statements on their face, without any further inquiry, reveals that
2 they are inaccurate, as the August 27, 2021 wage statement encompasses the period of time covered
3 by the September 3, 2021 wage statement yet shows fewer hours worked than in the shorter,
4 encompassed period.

5 70. The August 27, 2021 and September 3, 2021 wage statements also violated the law as follows:

- 6 a. In violation of Labor Code Section 226(a)(6), the September 3, 2021 wage statement does
7 not accurately set forth the inclusive dates of the pay period because Plaintiff did not work
8 52.07 hours during the stated dates of August 23, 2021 through August 27, 2021, and because
9 August 23, 2021 through August 27, 2021 was not actually a pay period at all. Similarly, the
10 August 27, 2021 wage statement does not accurately set forth the inclusive dates of the pay
11 period because Plaintiff did not work 29.4 hours during the stated dates of July 26, 2021
12 through August 27, 2021, and because July 26, 2021 through August 27, 2021 was not
13 actually a pay period at all.
- 14 b. In violation of Labor Code Section 226(a)(9), none of the wage statements Plaintiff has
15 access to accurately states her hourly rate. To the contrary, all of the wage statements state
16 that Plaintiff's "Pay Rate" is "\$0.00." Elsewhere on the wage statements, displayed less
17 prominently and missing the word "Pay" or a dollar sign ("\$\$\$"), the wage statements indicate
18 a "Rate" of "27.41."
- 19 c. In violation of Labor Code Section 226(a)(2), the September 3, 2021 wage statement does
20 not accurately indicate Plaintiff's hours worked because Plaintiff did not work 52.07 hours
21 during the stated dates of August 23, 2021 through August 27, 2021. Similarly, the August
22 27, 2021 wage statement does not accurately indicate Plaintiff's hours worked because
23 Plaintiff did not work 29.4 hours during the stated dates of July 26, 2021 through August 27,
24 2021.
- 25 d. In violation of Labor Code Section 226(a)(1), the September 3, 2021 wage statement does
26 not accurately indicate Plaintiff's gross wages because the wages reported on the September
27 3, 2021 wage statement are based on an incorrect number of hours. Similarly, the August
28 27, 2021 wage statement does not accurately indicate Plaintiff's gross wages because the

wages reported on the September 3, 2021 wage statement are based on an incorrect number of hours.

- e. In violation of Labor Code Section 226(a)(5), the September 3, 2021 wage statement does not accurately indicate Plaintiff's net wages because the wages reported on the September 3, 2021 wage statement are based on an incorrect number of hours. Similarly, the August 27, 2021 wage statement does not accurately indicate Plaintiff's net wages because the wages reported on the September 3, 2021 wage statement are based on an incorrect number of hours.

71. Plaintiff has access to eight wage statements, and not a single one of them accurately states the inclusive dates of the pay period, the pay rate, the hours worked, or the gross or net wages. Thus, Randstad's failure to accurately state the dates of the pay period is a "knowing and intentional failure" and is not an isolated and unintentional payroll error due to a clerical or inadvertent mistake.

72. Randstad does not have any set of policies or procedures to ensure its pay statements accurately state the information required by Labor Code Section 226(a)(1, 2, 5, 6, and 9). To the contrary, Randstad's policies and procedures caused every wage statement for every member of the Wage Statement class to misstate the required information.

73. Unfortunately, Randstad failed to produce Plaintiff's time records, thereby preventing Plaintiff from understanding exactly what formula Randstad used that caused such great and pervasive errors in the wage statements. However, Plaintiff suspects that the errors stem from a policy of paying members of the Wage Statement Class for two days of work *before* the stated begin date of the pay period, and withholding, until the next pay period, wages for the final two stated days of the pay period.

74. Plaintiff and the Wage Statement Class are not able to promptly and easily determine from the wage statement alone the information listed in, *inter alia*, Lab. Code § 226(e)(2)(B)(i).

75. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Wage Statement Class in a civil action, for all damages or penalties pursuant to Labor Code section 226, including interest

1 thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code section
2 226.

3 76. Pursuant to Lab. Code § 226(e)(1), Class Members are therefore entitled to a statutory penalty
4 of fifty dollars (\$50) for the initial violation, and one hundred dollars (\$100) per pay period for
5 each subsequent violation.

6 77. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of herself, other aggrieved employees,
7 and the State of California, Plaintiff seeks from Randstad a penalty of one hundred dollars (\$100.00)
8 per employee per pay period for the violations alleged in this cause of action and two hundred dollars
9 (\$200) per employee per pay period for each subsequent violation, the exact amount of the applicable
10 penalties to be established according to proof at trial. Plaintiff also seeks attorney fees and costs.

11 **THIRD CAUSE OF ACTION**

12 **INDIVIDUAL, CLASS ACTION, AND PAGA CLAIM FOR**

13 **FAILURE TO INDEMNIFY/REIMBURSE BUSINESS EXPENSES**

14 **IN VIOLATION OF CAL. LAB. CODE SECTION 2802**

15 **(BY PLAINTIFF AND THE UNREIMBURSED EXPENSE CLASS AGAINST RANDSTAD**
16 **AND DOES 1 THROUGH 50)**

17 78. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though
18 set forth herein.

19 79. California Labor Code § 2802 requires employers to indemnify their employees for
20 expenses and losses incurred while discharging their duties or in obedience to the directions of their
21 employer. California Labor Code § 2804 mandates that this statutory right cannot be waived.

22 80. The Unreimbursed Expense Class incurred losses in obedience to the directions of Defendants
23 including but not limited to vehicle-related expenses such as vehicle purchases and leases, fuel,
24 insurance, and maintenance, home office expenses, internet, fax machines, cell/home phone,
25 computer, computer repairs/upgrades/software, office space in their homes, gas and electric, water,
26 and other similar expenses.

27 81. Upon information and belief, Defendants maintained no consistently followed policy of
28 reimbursement for such expenses.

1 82. Evidencing the above, Plaintiff was required to use a cellular phone in the discharge of her
2 duties and drove her vehicle two to three times per week, yet her final wage statement reflects only
3 \$96.32 of expense reimbursement for the eight months of 2021.

4 83. The Unreimbursed Expense Class was required to purchase and provide their own equipment,
5 services, and supplies to work for Defendants.

6 84. As a direct result of Defendants' violations of California Labor Code § 2802, the Unreimbursed
7 Expense Class suffered and continues to suffer substantial losses related to unpaid expenses, the use
8 and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees in an amount to be
9 proven at the time of trial.

10 85. Defendants derived an unjust and inequitable economic benefit in failing to comply
11 with the law regarding indemnification and reimbursement of employees.

12 86. The Unreimbursed Expense Class seeks restitution of all monies owed, attorney fees, and
13 costs.

14 87. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of herself, other aggrieved employees,
15 and the State of California, Plaintiff seeks from Randstad a penalty of one hundred dollars (\$100.00)
16 per employee per pay period for the violations alleged in this cause of action and two hundred dollars
17 (\$200) per employee per pay period for each subsequent violation, the exact amount of the applicable
18 penalties to be established according to proof at trial. Plaintiff also seeks attorney fees and costs.

19 **FOURTH CAUSE OF ACTION**

20 **INDIVIDUAL AND CLASS ACTION CLAIM FOR VIOLATION**

21 **OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**

22 **(BY PLAINTIFF, THE UNPAID WAGE CLASS, AND THE UNREIMBURSED EXPENSE**
23 **CLASS AGAINST RANDSTAD AND DOES 1 THROUGH 50)**

24 88. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
25 though fully set forth herein.

26 89. Randstad has engaged and continues to engage in unfair and unlawful business practices in
27 California by failing to pay all wages due for time spent on training, as described more fully in the
28

1 First Cause of Action and failure to reimburse or indemnify for business expenses, as described more
2 fully in the Third Cause of Action.

3 90. Ranstad's utilization of such unfair and unlawful business practices constitutes unfair and
4 unlawful competition and provides an unfair advantage over Ranstad's competitors.

5 91. Plaintiff seeks, individually and on behalf of other members of the Unpaid Wage Class and
6 the Unreimbursed Expense Class, full restitution of monies, as necessary and according to proof, to
7 restore any and all monies withheld, acquired and/or converted by the Randstad by means of the
8 unfair practices complained of herein.

9 92. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned
10 Randstad has engaged in unlawful, deceptive and unfair business practices, as proscribed by
11 California Business & Professions Code section 17200, et seq., including those set forth herein above,
12 thereby depriving Plaintiff and other members of the Unpaid Wage Class and the Unreimbursed
13 Expense Class monies due. Plaintiff, on behalf of herself and the corresponding class, seeks payment
14 of the monies owed.

15 **FIFTH CAUSE OF ACTION**

16 **INDIVIDUAL AND PAGA CLAIM FOR**

17 **FAILURE TO PRODUCE PAY RECORDS**

18 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST RANDSTAD AND**

19 **DOES 1 THROUGH 50)**

20 93. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein
21 all previous and subsequent allegations in this complaint.

22 94. Under Labor Code § 226(c), "[a]n employer who receives a written or oral request
23 to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
24 employee shall comply with the request as soon as practicable, but no later than 21 calendar days
25 from the date of the request."

26 95. Plaintiff sent record requests to Randstad on three separate occasions. The first request
27 was sent on March 24, 2022 by certified mail; the second request was sent by UPS with delivery
28

1 tracking, which shows a date delivered on July 5, 2022. The third request was sent on August 22,
2 2022 via express delivery and received on August 23, 2022.

3 96. Ranstad failed to timely produce the records it was required to under Labor Code
4 § 226.

5 97. Ranstad produced no records at all until September 2, 2022, after this litigation
6 was filed, and then did not produce all records required.

7 98. Under Labor Code § 226(f), “[a] failure by an employer to permit a current or
8 former employee to inspect or receive a copy of records within the time set forth in subdivision (c)
9 entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-
10 fifty-dollar (\$750) penalty from the employer.”

11 99. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive
12 relief to ensure compliance with this section, and is entitled to an award of costs and reasonable
13 attorney’s fees.”

14 100. Under Labor Code § 226(h) and otherwise, Plaintiff seeks the \$750 penalty,
15 injunctive relief in the form of an order that Ranstad fully comply with its production obligations,
16 attorney’s fees, and costs.

17 101. More particularly, Plaintiff seeks three penalties from Randstad in the amount of
18 \$750 per penalty, as follows:

- 19 a. One \$750 penalty for Randstad’s failure to respond to the March 24, 2022
20 letter.
- 21 b. One \$750 penalty for Randstad’s failure to respond to the July 5, 2022 letter.
- 22 c. One \$750 penalty for Randstad’s failure to fully respond to the August 22,
23 2022 letter.

24 102. Plaintiff also alleges this cause of action on a representative basis pursuant to Labor Code §
25 2699, *et seq.*, on information and belief that other employees have been aggrieved by the same
26 conduct alleged in this cause of action.

27 103. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of herself, other aggrieved employees,
28 and the State of California, Plaintiff seeks a penalty of one hundred dollars (\$100.00) per employee

1 per pay period for the violations alleged in this cause of action and two hundred dollars (\$200) per
2 employee per pay period for each subsequent violation, the exact amount of the applicable penalties
3 to be established according to proof at trial. Plaintiff also seeks attorney fees and costs.

4 **SIXTH CAUSE OF ACTION**

5 **INDIVIDUAL AND PAGA CLAIM FOR**

6 **FAILURE TO PRODUCE PERSONNEL FILE**

7 **(BY PLAINTIFF AGAINST RANDSTAD AND DOES 1 THROUGH 50)**

8 104. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
9 previous and subsequent allegations in this complaint.

10 105. Under Labor Code § 1198.5, “[e]very current and former employee, or his or her
11 representative, has the right to inspect and receive a copy of the personnel records that the employer
12 maintains relating to the employee’s performance or to any grievance concerning the employee...
13 not later than 30 calendar days from the date the employer receives a written request...”

14 106. Plaintiff sent record requests to Randstad on three separate occasions. The first request was
15 sent on March 24, 2022 by certified mail; the second request was sent by UPS with delivery tracking,
16 which shows a date delivered on July 5, 2022. The third request was sent on August 22, 2022 via
17 express delivery and received on August 23, 2022.

18 107. Ranstad failed to timely produce the records it was required to under Labor Code §
19 1198.5.

20 108. Ranstad produced no records at all until September 2, 2022, after this litigation was
21 filed, and then did not produce all records required.

22 109. Under Labor Code § 1198.5(k), “...[i]f an employer fails to permit a current or former
23 employee, or his or her representative, to inspect or copy personnel records within the times
24 specified in this section, or times agreed to by mutual agreement as provided in this section, the
25 current or former employee or the Labor Commissioner may recover a penalty of seven hundred
26 fifty dollars (\$750) from the employer.”

27 110. Under Labor Code § 1198.5(l), “...[a] current or former employee may also bring an action
28 for injunctive relief to obtain compliance with this section, and may recover costs and reasonable

1 attorney's fees in such an action."

2 111. Under Labor Code § 1198.5(k),(l), and otherwise, Plaintiff seeks the \$750 penalty,
3 injunctive relief in the form of an order that Randstad fully comply with its production obligations,
4 attorney's fees, and costs.

5 112. More particularly, Plaintiff seeks three penalties from Randstad in the amount of \$750
6 per penalty, as follows:

- 7 a. One \$750 penalty for Randstad's failure to respond to the March 24, 2022 letter.
- 8 b. One \$750 penalty for Randstad's failure to respond to the July 5, 2022 letter.
- 9 c. One \$750 penalty for Randstad's failure to fully respond to the August 22, 2022 letter.

10 113. Plaintiff alleges this cause of action on a representative basis pursuant to Labor Code § 2699,
11 *et seq.*, on information and belief that other employees have been aggrieved by the same conduct
12 alleged in this cause of action.

13 114. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of herself, other aggrieved employees,
14 and the State of California, Plaintiff seeks a penalty of one hundred dollars (\$100.00) per employee
15 per pay period for the violations alleged in this cause of action and two hundred dollars (\$200) per
16 employee per pay period for each subsequent violation, the exact amount of the applicable penalties
17 to be established according to proof at trial. Plaintiff also seeks attorney fees and costs.

18 **SEVENTH CAUSE OF ACTION**

19 **INDIVIDUAL CLAIM FOR FAILURE TO PRODUCE SIGNED INSTRUMENTS**

20 **(BY PLAINTIFF AGAINST RANDSTAD AND DOES 1 THROUGH 50)**

21 115. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein
22 all previous and subsequent allegations in this complaint.

23 116. If an employee or applicant signs any instrument relating to the obtaining or holding
24 of employment, he shall be given a copy of the instrument upon request.

25 117. Plaintiff sent record requests to Randstad on three separate occasions. The first request
26 was sent on March 24, 2022 by certified mail; the second request was sent by UPS with delivery
27 tracking, which shows a date delivered on July 5, 2022. The third request was sent on August 22,
28 2022 via express delivery and received on August 23, 2022.

118. To date, Ranstad has not produced the records it was required to under Labor Code § 432.

119. Plaintiff seeks injunctive relief in the form of an order that Ranstad fully comply with its production obligations.

120. Plaintiff alleges this cause of action on a representative basis pursuant to Labor Code § 2699, *et seq.*, on information and belief that other employees have been aggrieved by the same conduct alleged in this cause of action.

121. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of herself, other aggrieved employees, and the State of California, Plaintiff seeks a penalty of one hundred dollars (\$100.00) per employee per pay period for the violations alleged in this cause of action and two hundred dollars (\$200) per employee per pay period for each subsequent violation, the exact amount of the applicable penalties to be established according to proof at trial. Plaintiff also seeks attorney fees and costs.

EIGHTH CAUSE OF ACTION

INDIVIDUAL CLAIM FOR REST PERIOD VIOLATION

(BY PLAINTIFF AGAINST RANDSTAD AND DOES 1 THROUGH 50)

122. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all previous and subsequent allegations in this complaint.

123. The applicable Wage Order and Lab. Code§ 226.7 are applicable to Plaintiff's employment by Randstad.

124. Lab. Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC.

125. The applicable Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof' unless the total daily work time is less than three and one-half (3½) hours.

1 126. Randstad willfully required Plaintiff to work four (4) or more hours without authorizing or
2 permitting ten (10) minute rest periods per each four (4) hour period worked.

3 127. Specifically, Plaintiff never had a " duty-free" rest period.

4 128. Furthermore, any period of rest provided to Plaintiff was not timely, nor was it provided for
5 the full ten minutes required.

6 129. Randstad failed to pay Plaintiff the rest period premium due pursuant to Lab. Code § 226.7.

7 130. Randstad's conduct violates the applicable Wage Order and Lab. Code§ 226.7.

8 131. Pursuant to the applicable Wage Order and Lab. Code§ 226.7(b), Plaintiff is entitled to
9 recover from Randstad one (1) additional hour of pay at her regular rate of compensation for each
10 work day that any rest period was not provided.

11
12 **NINTH CAUSE OF ACTION**

13 **INDIVIDUAL CLAIM FOR GENDER DISCRIMINATION**

14 **(CAL GOV'T CODE §§ 12940(A))**

15 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

16 132. Plaintiff re-alleges and incorporates by reference the foregoing and subsequent allegations,
17 as though set forth herein.

18 133. At all times mentioned herein, California Government Code§ 12940(a) was in full force and
19 effect and was binding on Defendants. This section provides that it is unlawful for an employer to
20 discriminate against an employee on the basis of gender.

21 134. Plaintiff performed work for Defendants, as an employee, as stated herein. Defendants
22 discriminated against Plaintiff in the terms, conditions and privileges of her employment, as stated
23 herein.

24 135. Plaintiff believes and thereon alleges that her gender was a motivating reason for
25 Defendants' discrimination against her.

26 136. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained
27 and continues to sustain lost earnings, employment benefits, and employment opportunities, and
28 Plaintiff has suffered economic losses in an amount to be determined at trial.

1 137. As a proximate result of Defendants' willful, knowing, and intentional discrimination
2 against Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss
3 of reputation, and mental anguish, all to her damage in a sum to be established according to proof.

4 138. As a result of Defendants' deliberate, outrageous, and despicable conduct, Plaintiff is
5 entitled to recover punitive and exemplary damages in an amount commensurate with each of
6 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

7 139. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
8 to recover prevailing party attorney's fees pursuant to Cal. Gov't. Code § 12965.

9 **TENTH CAUSE OF ACTION**

10 **INDIVIDUAL CLAIM FOR SEXUAL HARASSMENT (CAL GOV'T CODE §§ 12940(J))**

11 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

12 140. Plaintiff re-alleges and incorporates by reference the foregoing and subsequent allegations,
13 as though set forth herein.

14 141. Plaintiff was at all times material hereto an employee covered by California Government
15 Code § 12940 *et seq.*, which prohibits harassment in employment on the basis of gender.

16 142. Defendants are, and at all times material hereto were, an employer and/or person within the
17 meaning of the Fair Employment and Housing Act and, as such, barred from harassing Plaintiff on
18 the basis of her gender, as set forth in Cal. Gov't Code § 129400).

19 143. Plaintiff was subjected to unwanted and harassing conduct on the basis of her gender, as set
20 forth herein.

21 144. The harassing conduct was severe and pervasive, as stated herein.

22 145. A reasonable person in Plaintiff's circumstances would have considered the work
23 environment to be hostile or abusive, and Plaintiff did in fact consider the work environment to be
24 hostile or abusive.

25 146. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained
26 and continues to sustain substantial losses in earnings, employment benefits, and employment
27 opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at
28 time of trial. Plaintiff has sought to mitigate these damages.

1 147. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff suffered
2 emotional distress, to her damage, in a sum to be established according to proof.

3 148. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to
4 recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful
5 acts and sufficient to punish and deter future similar reprehensible conduct.

6 149. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
7 to recover attorney fees and costs pursuant to Cal. Gov't. Code§ 12965.

8 **ELEVENTH CAUSE OF ACTION**

9 **INDIVIDUAL CLAIM FOR FAILURE TO PREVENT HARASSMENT AND/OR**

10 **DISCRIMINATION (Cal Gov't Code §§ 12940(k))**

11 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

12 150. Plaintiff re-alleges and incorporates by reference the foregoing and subsequent allegations,
13 as though set forth herein.

14 151. Plaintiff was subjected to discriminatory and harassing conduct on the basis of her gender,
15 as set forth herein. Plaintiff was also subjected to retaliation for opposing said discrimination and
16 harassment, as described herein.

17 152. Defendants failed to take reasonable steps to prevent the discrimination, harassment, and
18 retaliation, as described herein.

19 153. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained
20 and continues to sustain substantial losses in earnings, employment benefits, employment
21 opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at
22 time of trial. Plaintiff has sought to mitigate these damages.

23 154. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
24 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and
25 physical pain and anguish, all to her damage in a sum to be established according to proof.

26 155. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to
27 recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful
28 acts and sufficient to punish and deter future similar reprehensible conduct.

1 156. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
2 to recover attorney fees and costs pursuant Cal. Gov't. Code § 12965.

3 **TWELFTH CAUSE OF ACTION**

4 **INDIVIDUAL CLAIM FOR RETALIATION (CAL GOV'T CODE §§ 12940(H))**

5 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

6 157. Plaintiff re-alleges and incorporates by reference the foregoing and subsequent allegations,
7 as though set forth herein.

8 158. At all times mentioned herein, Cal. Gov't Code§ 12940(h) was in full force and effect and
9 was binding on Defendants. This section requires Defendants, as an employer, to refrain from
10 retaliating against any employee who has opposed any practices forbidden under Cal. Gov't Code §
11 12940, or because the employee has filed a complaint, testified, or assisted in any proceeding under
12 Cal. Gov't Code§ 12940(h).

13 159. Defendants, by and through its employees and agents, engaged in conduct that, taken as a
14 whole, materially and adversely affected the terms and conditions of Plaintiff's employment, as
15 stated herein.

16 160. Plaintiff believes and thereon alleges that her opposition to the sexual harassment and
17 discrimination was a motivating reason for Defendants engaging in conduct that, taken as a whole,
18 materially and adversely affected the terms and conditions of Plaintiff's employment, as stated
19 herein.

20 161. Defendants' conduct in retaliating against Plaintiff in the terms, conditions, and privileges of
21 her employment, as stated herein, violated Cal. Gov't Code§ 12940(h).

22 162. As a direct, foreseeable and proximate result of Defendants' conduct, Plaintiff has sustained
23 and continues to sustain substantial losses in earnings, employment benefits, employment
24 opportunities, and other economic losses in an amount to be determined at the time of trial.

25 163. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
26 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and
27 physical pain and anguish, all to her damage in a sum to be established according to proof.

1 164. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to
2 recover punitive and exemplary damages in an amount commensurate with

3 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

4 165. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
5 to recover attorney fees and costs pursuant to Cal. Gov't, Code§ 12965.

6 **THIRTEENTH CAUSE OF ACTION**

7 **INDIVIDUAL CLAIM FOR NEGLIGENT SUPERVISION**

8 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

9 166. Plaintiff re-alleges and incorporates by reference the foregoing and subsequent allegations,
10 as though set forth herein.

11 167. Plaintiff performed work for Defendants as an employee, as stated herein.

12 168. Defendants had a legal duty to supervise all of their employees.

13 169. Defendants' supervisory employees took part in unlawful discriminatory, harassing, and
14 retaliatory conduct, as stated herein.

15 170. Defendants knew or should have known that their employees were engaging in unlawful,
16 discriminatory, harassing, and retaliatory practices, as stated herein.

17 171. Defendants failed to take reasonable steps necessary to prevent the unlawful, discriminatory,
18 harassing, and retaliatory conduct described herein.

19 172. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained
20 and continues to sustain substantial losses in earnings, employment benefits, employment
21 opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at
22 time of trial.

23 173. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
24 and continues to suffer humiliation, emotional distress, loss of reputation, and mental and anguish,
25 all to her damage in a sum to be established according to proof.

26 174. Plaintiff has incurred and continues to incur legal expenses and attorney's fees. In
27 addition to such other damages as may properly be recovered herein, Plaintiff is entitled to recover
28 prevailing party attorney fees.

1 **FOURTEENTH CAUSE OF ACTION**

2 **INDIVIDUAL CLAIM FOR RETALIATION (CAL. LABOR CODE§ 1102.5)**

3 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

4 175. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
5 preceding and subsequent paragraphs as though fully set forth herein.

6 176. California Labor Code § 1102.5(b) provides:

7 “An employer, or any Person acting on behalf of the employer, shall not retaliate against an
8 employee for disclosing information, or because the employer believes that the employee
9 disclosed or may disclose information, to a government or law enforcement agency, to a
10 person with authority over the employee or another employee who has the authority to
11 investigate, discover, or correct the violation or noncompliance . . . if the employee has
12 reasonable cause to believe that the information discloses a violation of state or federal
13 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
14 regardless of whether disclosing the information is part of the employee's job duties.”

15 177. At all times relevant herein, Plaintiff was an employee of Defendants. Plaintiff disclosed
16 information to Defendants and/or its employees that she reasonably believed constituted violations
17 of State or Federal laws, regulations and rules.

18 178. Plaintiff's disclosure of such information was a substantial motivating factor in Defendants'
19 decision to retaliate and discriminate against her in the terms and conditions of her employment, as
20 described herein.

21 179. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained
22 and continues to sustain substantial losses in earnings, employment benefits, employment
23 opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at
24 time of trial.

25 180. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
26 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and
27 physical pain and anguish, all to her damage in a sum according to proof.

1 181. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to
2 recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful
3 acts and sufficient to punish and deter future similar reprehensible conduct.

4 182. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
5 to a \$10,000 penalty for each violation of Cal. Labor Code§ 1102.5, pursuant to Cal. Labor Code§
6 1102.5(f), and attorney fees pursuant to Cal. Code Civ. Proc. § 1021.5.

7 **FIFTEENTH CAUSE OF ACTION**

8 **INDIVIDUAL CLAIM FOR WRONGFUL CONSTRUCTIVE**

9 **TERMINATION IN VIOLATION OF PUBLIC POLICY**

10 **(CAL. GOV'T CODE § 12940, *ET SEQ*)**

11 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

12 183. Plaintiff re-alleges all the foregoing and subsequent allegations as though fully set forth
13 herein.

14 184. Plaintiff performed work for Defendants, as an employee, as stated herein.

15 185. Defendants' management level employees engaged in unlawful, discriminatory, harassing,
16 and retaliatory conduct, in violation of Cal. Gov't Code § 12940 *et seq.*, as stated herein.

17 186. Plaintiff opposed the unlawful discriminatory, harassing, and retaliatory conduct.

18 187. Plaintiff was subjected to working conditions that violated public policy, in that Plaintiff
19 was treated intolerably for reasons including in retaliation for opposing the harassment.

20 188. Defendants intentionally created or knowingly permitted these working conditions.

21 189. These working conditions were so intolerable that a reasonable person in Plaintiff's position
22 would have had no reasonable alternative except to resign.

23 190. Plaintiff resigned because of these working conditions.

24 191. The working conditions were a substantial factor in causing Plaintiff's harm.

25 192. Such actions are unlawful, in violation of public policy of the State of California, and have
26 resulted in damage and injury to Plaintiff, as alleged herein.

27 193. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained
28 and continues to sustain substantial losses in earnings, employment benefits, employment

1 opportunities, and Plaintiff has suffered other economic losses in an amount to be determined at
2 time of trial.

3 194. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered
4 and continues to suffer humiliation, emotional distress, loss of reputation, and mental anguish, all to
5 her damage in a sum to be established according to proof.

6 195. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to
7 recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful
8 acts and sufficient to punish and deter future similar reprehensible conduct.

9 196. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled
10 to recover prevailing party attorney's fees.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for the following relief against Defendants, jointly and severally,
13 and judgment against Defendants as follows:

- 14 1. For an order certifying the proposed Class;
- 15 2. For an order appointing Plaintiff as the representative of the Class as described herein;
- 16 3. For an order appointing counsel for Plaintiff as class counsel;
- 17 4. Upon the First Cause of Action, on an individual and class action basis, for damages, including
18 wages owed, and penalties pursuant to California Labor Code Sections 201, 202, 204, and 510, for
19 costs, attorney fees, and interest, for waiting time penalties pursuant to Labor Code Section 203,
20 and, on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on
21 behalf of Plaintiff and other aggrieved employees.
- 22 5. Upon the Second Cause of Action, on an individual and class action basis, for damages or
23 penalties pursuant to California Labor Code section 226, and, on a representative basis, for penalties
24 pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of Plaintiff and other aggrieved
25 employees, and for costs and attorneys' fees.
- 26 6. Upon the Third Cause of Action, on an individual and class action basis, for restitution and
27 reimbursement of expenses incurred in the discharge of duties of employment, and for attorney fees
28

1 and costs, and, on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et*
2 *seq.* on behalf of Plaintiff and other aggrieved employees, and for costs and attorneys' fees.

3 7. Upon the Fourth Cause of Action, on an individual and class action basis, for restitution to
4 Plaintiff and other similarly affected members of the general public of all funds unlawfully acquired
5 by Defendants by means of any acts or practices declared by this Court to be in violation of
6 Business & Professions Code section 17200, *et seq.*, and for costs and attorneys' fees;

7
8 8. On the Fifth Cause of Action, on an individual basis, for penalties, attorney fees, and costs, and, on
9 a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of
10 Plaintiff and other aggrieved employees, and for costs and attorneys' fees.

11 9. On the Sixth Cause of Action, on an individual basis, for penalties, attorney fees, and costs, and,
12 on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of
13 Plaintiff and other aggrieved employees, and for costs and attorneys' fees.

14 10. On the Seventh Cause of Action, on an individual basis, for penalties, attorney fees, and costs,
15 and, on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on
16 behalf of Plaintiff and other aggrieved employees, and for costs and attorneys' fees.

17 11. On the Eighth Cause of Action, on an individual basis, one additional hour of pay at Plaintiff's
18 regular rate of compensation for each work day that any rest period was not provided; attorney fees;
19 costs; interest.

20 12. Upon the Ninth through Fourteenth causes of action, for special damages, general damages,
21 punitive damages, attorney fees, costs, interest, penalties, and all other remedies available
22 under the law, including, without limitation, Gov't, Code§ 12965, and Cal. Code Civ. Pro. §
23 1021.5, and/or other applicable laws;

24 13. On the Thirteenth Cause of Action, for a \$10,000 penalty for each violation of Cal. Labor Code§
25 1102.5, pursuant to Cal. Labor Code§ 1102.5(f), and attorney fees pursuant to Cal. Code Civ. Proc.§
26 1021.5.

1 14. On all causes of action, for attorneys' fees and costs as provided by all applicable law,
2 including, *inter alia*, California Labor Code sections 218.5 and 226, and Code of Civil Procedure §
3 1021.5

4 Dated: September 2, 2022

The Law Office of Ian Pancer

6 By: Ian Pancer

7 Ian Pancer, Esq.

8 Attorneys for Plaintiff

The Law Office of
IAN PANCER
105 West F St. 4th Floor
San Diego, California 92101

Telephone (619) 955-6644

Facsimile (619) 374-7410

September 14, 2022

BY ONLINE FILING

Director
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay St. Ste. 801
Oakland, California 94612

BY CERTIFIED MAIL

Randstad General Partner (US) LLC
3625 Cumberland Blvd.
Atlanta, GA 30339

Re: Gabrielle Avillanoza v. Randstad General Partner (US) LLC

Dear Sir or Madame,

This letter shall serve as an amended notice pursuant to the California Private Attorneys General Act ("PAGA"), California Labor Code (hereafter, "Lab. Code") § 2699, et seq., regarding Gabrielle Avillanoza's and Dimetrieze Walker's (collectively, "Employees") and other aggrieved employees' claims against Randstad General Partner (US) LLC (hereafter, "Randstad" or "Employer"). The purpose of this letter is to exhaust administrative remedies as required under PAGA as to Employees and other aggrieved employees of Employer in the State of California. Employees allege that they and other employees of Employer (collectively, "aggrieved employees") suffered the Labor Code violations alleged.

Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of Lab. Code § 2699, et seq.

I. FACTS & NATURE OF THE DISPUTE

This is a PAGA claim for violations of various California Labor Code provisions. The details of Employees' and other aggrieved employees' claims are discussed in the enclosed filing copy of the Second Amended Complaint, which allegations are incorporated by reference as though set forth herein.

In summary, Employer did not pay Employees and fellow aggrieved employees all wages, failed to provide meal and rest periods, issued them inaccurate and non-compliant wage statements, failed to pay them in a timely manner, failed to pay waiting time penalties, failed to reimburse expenses, and failed to provide accurate wage statements compliant with Lab. Code § 226. As discussed more fully in the enclosed filing copy of the Second

Amended Complaint, Employees and other aggrieved employees were not issued wage statements “as a detachable part of the check, draft, or voucher paying the employee’s wages.” That is to say, they were not issued wage statements at all, as any wage statements were only made available to download online. Additionally, the online wage statements were inconsistent with each other and do not accurately set forth the information required by Labor Code Section 226(a)(1), (2), (5), (6), and (9).

Further investigation and formal discovery will likely uncover other claims and additional facts supporting Employer’s liability. The Labor Code § 2699 claims at issue, as discussed in the draft Complaint, include, without limitation, violations of Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 432, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802, 2810.5, subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

II. REPRESENTATIVE NATURE OF CLAIMS

The wage and hour violations suffered by Employees and aggrieved employees and subject to the PAGA that are described herein are systematic in nature. Employees are informed and believe that their claims, including, without limitation, her PAGA claims, are representative because all of Employer’s employees in the State of California are subject to the same harms and abuses that have been perpetrated on Employees, as well as other harms and abuses that are prosecutable per, *inter alia*, *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745. Employees seek to recover penalties as representatives of the State of California and other aggrieved employees.

III. NOTICE

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth in California Labor Code Lab. Code § 2699, et seq. By law, an employee alleging a violation of one of the above referenced Labor Code Sections must notify his or her employer and the Labor and Workforce Development Agency (“LWDA”) before he or she can invoke the provisions of Lab. Code § 2699, et seq., by seeking redress in court. (Labor Code Lab. Code § 2699.3(a)(1)). The LWDA must then notify the employer and employee within 60 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code Lab. Code § 2699.3(a)(2)(B)). If the LWDA advises it will not investigate, or if no notice is provided within 60 calendar days, the employee may file a lawsuit invoking the provisions of Labor Code Lab. Code § 2699.3(a)(2)(A). Additionally, be advised that the notice and cure period for certain Labor Code violations is the shorter 33 day period specified in Lab. Code § 2699.3(c)(2)(a).

It is the intention of this office, by way of a civil complaint, to seek penalties under the PAGA and to bring the appropriate claims on behalf of Employees, the State of California, and other aggrieved employees under Lab. Code § 2699, seeking remedies for Labor Code violations referenced in this letter.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

Ian Pancer
Ian Pancer

Ian Pancer (SBN 246600)
The Law Office of Ian Pancer
105 West F Street, Suite 400
San Diego, California 92101
Phone: (619) 955-6644
Facsimile: (619) 374-7410

Attorneys for Plaintiff GABRIELLE
AVILLANOZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

GABRIELLE AVILLANOZA, an individual,
DIMETRIEZE WALKER, an individual,

Plaintiffs,

v.

RANDSTAD GENERAL PARTNER (US) LLC,
a Delaware limited liability company, TAYLOR
LUCERO, an individual , and DOES 1 through
50,

Defendants

Case No.: 37-2022-00034713-CU-OE-
CTL

**SECOND AMENDED INDIVIDUAL,
CLASS ACTION, AND PAGA
COMPLAINT**

- 1. Class Action and PAGA Claim for
Wage and Hour Violation**
- 2. Class Action and PAGA Claim For
Violation Of Labor Code § 226**
- 3. Class Action and PAGA Claim For
Failure to Indemnify/Reimburse
Expenses**
- 4. Class Action and PAGA Claim for
Unfair Competition**
- 5. Class Action and PAGA Claim for
Failure To Produce Pay Records**
- 6. Class Action and PAGA Claim for
Failure To Produce Personnel File**
- 7. Class Action and PAGA Claim for
Failure To Produce Signed
Instruments**
- 8. Individual Claim For Rest Period
Violation**
- 9. Individual Claim for Gender
Discrimination (Cal Gov't Code §§
12940(A))**
- 10. Individual Claim For Sexual
Harassment (Cal Gov't Code §§
12940(J))**
- 11. Individual Claim for Failure To
Prevent Harassment And/or
Discrimination (Cal Gov't Code §§
12940(K))**

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- 12. Individual Claim for Retaliation (Cal Gov’t Code §§ 12940(H))**
- 13. Individual Claim for Negligent Supervision**
- 14. Individual Claim for Retaliation (Cal. Labor Code§ 1102.5)**
- 15. Individual Claim for Wrongful Constructive Termination in Violation of Public Policy**

1 Plaintiffs GABRIELLE AVILLANOZA and DIMETRIEZE WALKER (“Named Plaintiffs”) on
2 behalf of themselves and acting for the interests of other current and former employees (hereinafter,
3 “Plaintiffs,” the “Class”), allege the following:

4 **NATURE OF THE ACTION**

5 1. Pursuant to Code of Civil Procedure § 382, Named Plaintiffs bring this proposed class action
6 against Defendants for wage and hour abuses in violation of the California Labor Code and the
7 Industrial Welfare Commission Wage Orders (the “IWC Wage Orders”), all of which contribute to
8 Defendants’ deliberate unfair competition.

9 2. Named Plaintiffs, on behalf of themselves and all Class Members, bring this action seeking
10 reimbursement, penalties, restitution, injunctive and other equitable relief, reasonable attorneys’
11 fees, and costs.

12 3. Additionally, Named Plaintiffs, themselves and on a representative basis, bring claims on
13 behalf of all *aggrieved employees*, which term as used herein shall refer to all employees of
14 Defendants in the State of California who were the victims of any California Labor Code violation
15 redressable under the PAGA within one year prior to the filing of the Complaint in this action.

16 **JURISDICTION AND VENUE**

17 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is
18 proper in the Superior Court of California, County of San Diego, State of California because
19 Plaintiffs allege claims arising under California law.

20 5. This Court has jurisdiction over the Defendants because each is an association, corporation,
21 business entity, or individual that conducts business in the State of California, County of San Diego,
22 and San Diego County is where Defendants employed Named Plaintiffs.

23 6. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior
24 Court of California for the County of San Diego, State of California, because this is where Named
25 Plaintiffs were employed, and Defendants do business in the County of San Diego.

26 **PARTIES**

27 7. Named Plaintiffs are individuals over the age of 18 and residents of the State of California.

28 8. Randstad General Partner (US) LLC. (hereafter, “Randstad”) is a Delaware limited liability

1 company doing business in the County of San Diego, California.

2 9. Taylor Lucero (hereafter, "Lucero") is an individual residing in the County of San Diego.

3 10. The true names and capacities, whether individual, corporate, associate, or otherwise of the
4 Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs
5 therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of
6 Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and
7 capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed
8 and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to
9 Plaintiffs for the events and actions alleged herein.

10 11. The term "all Defendants" and "each Defendant," as used herein, shall refer to all of the
11 named Defendants as well as DOES 1 through 50, collectively.

12 12. Plaintiffs are informed and believe, and based thereon allege, that at all times relevant herein
13 each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego
14 for each of the other Defendants, and each was a co-conspirator with respect to the acts and the
15 wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection
16 with the conspiracy and in proximate connection with the other Defendants.

17 13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was
18 acting partly within and partly without the scope and course of their employment, and was acting
19 with the knowledge, permission, consent, and ratification of every other Defendant.

20 14. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants
21 was an agent, officer, director, managing general partner, managing member, owner, co-owner,
22 partner, employee, and/or representative of each of the Defendants, and were at all times material
23 hereto, acting within the purpose and scope of such agency, employment, contract and/or
24 representation, and that each of them are jointly and severally liable to Plaintiffs for the acts alleged
25 herein

26 15. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants
27 are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint
28 employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set

1 forth below.

2 16. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants
3 are part of an integrated enterprise and have acted or currently act as the employer and/or joint
4 employer of Plaintiffs, making each of them liable for the violations alleged herein.

5 **CLASS ACTION ALLEGATIONS**

6 17. Plaintiff seek class certification, pursuant to California Code of Civil Procedure section 382,
7 of a class of Plaintiffs consisting of the following subclasses:

- 8 a. All current and former non-exempt, hourly-paid employees of Randstad in the State of
9 California who participated in unpaid training through the “Randstad University” online
10 training system anytime from four years and 178 days prior to the filing of this action through
11 the date of preliminary approval (the “Unpaid Wage Class”); and
12 b. All members of the Unpaid Wage Class who ceased employment with Randstad at any time
13 from three years and 178 days prior to the filing of this action through the date of preliminary
14 approval (the “WT Penalty Class”); and
15 c. All current and former non-exempt, hourly-paid employees of Randstad in the State of
16 California who were not issued wage statements that accurately stated the employee’s gross
17 wages, net wages, hours worked, applicable hourly rates, or the inclusive dates of the period
18 for which the employee was paid any time from August 27, 2021 through the date of
19 preliminary approval, (the “Wage Statement Class”);
20 d. All current and former employees of Randstad in the State of California who, in the discharge
21 of their duties, incurred expenses that were not reimbursed by Randstad at any time from four
22 years and 178 days prior to the filing of this action through the date of preliminary approval
23 (the “Unreimbursed Expense Class”); and

24 18. **Numerosity and Ascertainability:** The members of the Class are so numerous
25 that joinder of all members would be impractical, if not impossible. The identity of the members
26 of the Class is readily ascertainable by review of Randstad records, including payroll records.

27 19. **Adequacy of Representation:** The Named Plaintiffs are fully prepared to take all
28 necessary steps to represent fairly and adequately the interests of the Class defined above.

1 Named Plaintiffs' attorneys are ready, willing, and able to fully and adequately represent the Class
2 and the individual Plaintiffs. Named Plaintiffs' attorneys have prosecuted and settled wage-and-
3 hour class actions in the past and currently have wage-and-hour class actions pending in California
4 state and federal courts.

5 20. **Common Question of Law and Fact:** There are predominant common questions
6 of law and fact and a community of interest amongst Named Plaintiffs and the Class concerning
7 Ranstad's consistent and uniform policy and practice of: (a) failing to pay for time spent on training,
8 (b) failing to pay all wages on cessation of employment or within 72 hours, as applicable, (c) failing
9 to provide accurate, itemized wage statements in violation of Labor Code section 226.

10 21. **Typicality:** The claims of Named Plaintiffs are typical of the claims of all members of the
11 class in that Named Plaintiffs have suffered the harms alleged in this Complaint in a similar and
12 typical manner as the Class Members. As with other non-exempt employees, Named Plaintiffs
13 attended training that was unpaid, were not paid all wages at termination of employment, and were
14 not issued wage statements "as a detachable part of the check, draft, or voucher paying the
15 employee's wages." That is to say, Named Plaintiffs, as with the Class, were not issued wage
16 statements at all, as any wage statements were only made available to download online.
17 Additionally, even the online wage statements were inadequate as they failed to accurately state
18 Named Plaintiffs' and the Class's gross wages, net wages, hours worked, and inclusive dates of the
19 pay period. Therefore, Named Plaintiffs are members of the Class and have suffered the alleged
20 violations of Labor Code sections 201, 202, 203, 204, 226, and the UCL.

21 22. The California Labor Code upon which Plaintiffs base their claims are broadly
22 remedial in nature. These laws and labor standards serve an important public interest in
23 establishing minimum working conditions and standards in California. These laws and labor
24 standards protect the average working employee from exploitation by employers who may seek to
25 take advantage of superior economic and bargaining power in setting onerous terms and
26 conditions of employment.

27 23. The nature of this action and the format of laws available to Named Plaintiffs and
28 members of the Class identified herein make the class action format a particularly efficient and

1 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
2 file an individual lawsuit, Randstad would necessarily gain an unconscionable advantage since it
3 would be able to exploit and overwhelm the limited resources of each individual plaintiff with their
4 vastly superior financial and legal resources. Requiring each Class Member to pursue an individual
5 remedy would also discourage the assertion of lawful claims by employees who would be
6 disinclined to file an action against their former and/or current employer for real and justifiable fear
7 of retaliation and permanent damage to their careers at subsequent places employment.

8 24. The prosecution of separate actions by the individual class members, even if
9 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
10 to individual Class members against Randstad and which would establish potentially
11 incompatible standards of conduct for Randstad, and/or (b) adjudications with respect to
12 individual Class members which would, as a practical matter, be dispositive of the interest of the
13 other Class members not parties to the adjudications or which would substantially impair or
14 impede the ability of the Class members to protect their interests. Further, the claims of the
15 individual members of the Class are not sufficiently large to warrant vigorous individual
16 prosecution considering all of the concomitant costs and expenses.

17 25. Such a pattern, practice and uniform administration of corporate policy regarding
18 illegal employee compensation described herein is unlawful and creates an entitlement to
19 recovery by Named Plaintiffs and the Class identified herein, in a civil action, for unpaid wages,
20 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
21 according to the mandate of California Labor Code sections 218.5 and 226, the applicable IWC
22 Wage Orders, and Code of Civil Procedure section 1021.5.

23 26. Proof of a common business practice or factual pattern, which the Named Plaintiffs
24 experienced and are representative of, will establish the right of each of the members of the
25 Class to recovery on the causes of action alleged herein.

26 27. The Class is commonly entitled to a specific fund with respect to the compensation illegally
27 and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds
28

1 being improperly withheld by Defendants. This action is brought for the benefit of the entire Class
2 and will result in the creation of a common fund.

3 **FACTS COMMON TO ALL CAUSES OF ACTION**

4 28. Randstad is in the business of recruiting individuals seeking employment and contracting with
5 clients or customers to supply workers to perform services for the clients or customers.

6 29. In other words, Randstad is a staffing company.

7 30. Randstad requires its employees to undergo training online through a system it refers to as
8 “Randstad University.”

9 31. Named Plaintiffs were each employed as a non-exempt, hourly-paid employee, with
10 job title “Staffing Manager.” Ms. Avillanoza was in this position from from April 2021 through
11 approximately August 27, 2021. Plaintiff Walker was employed in this position from March 2021
12 through approximately the end of August or beginning of September 2021.

13 32. Plaintiffs Avillanoza’s employment was fully remote until the end of April 2021.
14 Thereafter, Ms. Avillanoza’s employment was in office.

15 33. Named Plaintiffs’ direct supervisor was Defendant Taylor Lucero (hereafter,
16 sometimes “Mr. Lucero”).

17 **FACTS REGARDING SEXUAL HARASSMENT**

18 34. On Ms. Avillanoza’s first day in the office, Mr. Lucero, Ms. Avillanoza’s direct
19 supervisor, invited the “team” (the group of individuals with whom Ms. Avillanoza worked) out for
20 drinks.

21 35. During the second week Ms. Avillanoza was in the office, she was assigned to go on
22 sales calls with Mr. Lucero.

23 36. During the day, while Ms. Avillanoza was alone with Mr. Lucero while they were on
24 sales calls, Mr. Lucero began asking Ms. Avillanoza highly inappropriate questions.

25 37. Ms. Avillanoza is originally from Las Vegas, NV. Mr. Lucero began asking her a
26 series of questions about being from Las Vegas. He asked Ms. Avillanoza various questions about
27 her female friends. Eventually he asked Ms. Avillanoza which ones of her friends “got down.” Ms.
28 Avillanoza asked Mr. Lucero what he was implying. Mr. Lucero responded by laughing, and said to

1 Ms. Avillanoza words to the effect of “hook me up with your friends.”

2 38. It was clear Mr. Lucero was asking Ms. Avillanoza which ones of her friends were
3 sexually promiscuous and asking her to arrange an introduction for the purposes of facilitating sexual
4 relations between Mr. Lucero and Ms. Avillanoza’s friends.

5 39. Thereafter, Mr. Lucero would encourage Ms. Avillanoza to book a flight to Las Vegas
6 where he apparently wanted Ms. Avillanoza to set him up with her friends. Mr. Lucero even went so
7 far as to send Ms. Avillanoza his flight information, apparently in the hopes that Ms. Avillanoza
8 would arrange to be in Las Vegas with him and facilitate the relations Mr. Lucero was hoping for.

9 40. On one occasion thereafter, Mr. Lucero walked by Ms. Avillanoza’s desk where she
10 had her personal cell phone. Mr. Lucero grabbed it, picked it up and looked at the screen saver. The
11 screen saver was a photo of Ms. Avillanoza, her sister, and her friend. Mr. Lucero proceeded to
12 make inappropriate comments regarding Ms. Avillanoza and her companions, including asking
13 “who are these naughty girls?” Ms. Avillanoza asked Mr. Lucero to please not touch her personal
14 belongings.

15 41. On May 14, 2021, early in the day, some of Ms. Avillanoza’s coworkers were
16 discussing boats and the possibility of taking a boat out in San Diego. Ms. Avillanoza mentioned
17 that her boyfriend owned a boat. Mr. Lucero heard Ms. Avillanoza statement and immediately
18 began shouting that Ms. Avillanoza had a “sugar daddy” – meaning an older man who gave her
19 money or gifts in exchange for sexual favors.

20 42. Mr. Lucero was later conducting a Zoom meeting with a couple of Ms. Avillanoza’s
21 coworkers. Mr. Lucero loudly stated in the Zoom meeting that she had a “60-year-old sugar daddy.”

22 43. Mr. Lucero kept up with the remarks all day, making comments such as “you don’t
23 even have to work [because your sugar daddy supports you],” “I see how you roll, dirty girl,” and
24 “that’s why you lived in Vegas,” implying it was a town where she could attract a wealthy man who
25 would be generous financially in exchange for sexual favors.

26 44. Ms. Avillanoza thereafter called Mr. Lucero’s superiors to complain about the
27 harassment.

28 45. After she made complaints to Mr. Lucero’s superiors, Mr. Lucero no longer directed

1 harassing comments directly to Ms. Avillanoza. However, Mr. Lucero's campaign of harassment
2 did not end, and he began to retaliate against Ms. Avillanoza.

3 46. For example, Mr. Lucero called in several of Ms. Avillanoza male coworkers to his
4 office and complained to them that Ms. Avillanoza had "accused" him of sexual harassment. Mr.
5 Lucero also continued to make derogatory comments to Ms. Avillanoza coworkers about Ms.
6 Avillanoza having sugar daddies in Las Vegas, telling Ms. Avillanoza's coworkers things such as
7 "[Ms. Avillanoza] must love working out of the Las Vegas office with the older men."

8 47. Mr. Lucero, with the initial harassment and the subsequent harassment and
9 retaliation made the office a miserable place for Ms. Avillanoza to go. She absolutely hated going to
10 the office.

11 48. Ultimately, Ms. Avillanoza was forced to quit due to being so unhappy at the office
12 as a result of Mr. Lucero's conduct.

13 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

14 49. Named Plaintiffs have sent, and will continue to send, their written notice to the Labor
15 Workforce Development Agency (LWDA) and Defendants of the specific sections of the California
16 Labor Code Defendants violated and continue to violate.

17 50. Named Plaintiffs will file an amended complaint once they have exhausted their
18 administrative remedies.

19 51. The Causes of Action alleged herein are appropriately suited for a Representative
20 Action under PAGA (Labor Code § 2698, et seq.) because:

- 21 a. This action alleges violations of California Labor Code provisions that provide for a
22 civil penalty to be assessed and collected by the LWDA or any departments, divisions,
23 commissions, boards, agencies, or employees;
- 24 b. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
25 by the alleged violator and had one or more of the Labor Code violations
26 alleged on this Complaint committed against them; and
- 27 c. Plaintiffs will have satisfied the procedural requirements of Labor Code
28 § 2699.3, as set forth above.

FIRST CAUSE OF ACTION
INDIVIDUAL, CLASS ACTION, AND PAGA CLAIM
FOR WAGE AND HOUR VIOLATION
Labor Code 201, 202, 203, 204, and 510 et seq.
(BY NAMED PLAINTIFFS, THE UNPAID WAGE CLASS, AND THE WT PENALTY
CLASS AGAINST RANDSTAD AND DOES 1 THROUGH 50)

52. Plaintiffs re-allege and incorporate by reference the preceding and subsequent paragraphs as though fully set forth herein.

53. Labor Code Section 204 codifies an employee's right to be paid wages and the time within which wages must be paid.

54. Named Plaintiffs and the Unpaid Wage Class were required to undergo training off-the-clock through the Randstad University online training system.

55. When Named Plaintiffs and the Unpaid Wage Class participated in training they were subject to the control of Randstad and the training time was compensable.

56. Rather than allow employees to participate in training through Randstad University at work, while on the clock, the vast majority of the time Randstad required employees to participate in training through Randstad University on their own time, including on weekends.

57. Ms. Avillanoza recalls just one occasion on which she was allowed to participate in Randstad University training while on the clock during the workweek.

58. Randstad failed to pay Named Plaintiffs and the Unpaid Wage Class for their training time.

59. Labor Code Sections 201 and 202 place requirements on an employer to pay wages within a limited period of time upon termination of employment.

60. Labor Code Section 203 provides for the imposition of penalties on an employer who fails to pay wages on termination of employment, in violation of Labor Code Sections 201 and 202.

61. Randstad failed to pay monies owing for training time to employees upon termination of employment or within 72 hours thereof.

1 62. Such a pattern, practice and uniform administration of corporate policy as described herein is
2 unlawful and creates an entitlement to recovery by Named Plaintiffs and the Unpaid Wage Class, in
3 a civil action, for the unpaid wages owing.

4 63. Additionally, Named Plaintiffs are informed and believes that Randstad regularly failed to pay
5 wages to members of the Unpaid Wage Class within the time required by Labor Code Section 204,
6 which provides that “[l]abor performed between the 1st and 15th days, inclusive, of any calendar
7 month shall be paid for between the 16th and the 26th day of the month during which the labor was
8 performed, and labor performed between the 16th and the last day, inclusive, of any calendar month,
9 shall be paid for between the 1st and 10th day of the following month.”

10 64. Unfortunately, Randstad has failed to produce Ms. Avillanoza’s time records, thereby
11 preventing Ms. Avillanoza from understanding the schedule on which Randstad paid wages to
12 members of the Unpaid Wage Class. Named Plaintiffs suspect the schedule may involve paying
13 members of the Wage Statement Class for two days of work *before* the stated begin date of the pay
14 period, and withholding, until the next pay period, wages for the final two stated days of the pay
15 period.

16 65. Additionally, members of the WT Penalty class are entitled to waiting time penalties pursuant
17 to Labor Code Section 203 as their employment ceased without payment of the full amount of wages
18 due in the time specified by Labor Code Sections 201 and 202.

19 66. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of themselves, other aggrieved
20 employees, and the State of California, Named Plaintiffs seek from Randstad a penalty of one
21 hundred dollars (\$100.00) per employee per pay period for the violations alleged in this cause of
22 action and two hundred dollars (\$200) per employee per pay period for each subsequent violation, the
23 exact amount of the applicable penalty to be established according to proof at trial. Plaintiff also
24 seeks attorney fees and costs.

SECOND CAUSE OF ACTION
INDIVIDUAL, CLASS ACTION, AND PAGA CLAIM FOR
VIOLATION OF LABOR CODE § 226
(BY NAMED PLAINTIFFS AND THE WAGE STATEMENT CLASS AGAINST
RANDSTAD AND DOES 1 THROUGH 50)

67. Plaintiffs re-allege and incorporates by reference the preceding and subsequent paragraphs as though fully set forth herein.

68. Pursuant to Lab. Code§ 226(a)(1)-(9), employers must issue wage statements to their employees that accurately include 9 distinct pieces of information. The failure to comply with just one of these 9 requirements triggers an employer's liability for statutory damages pursuant to Lab. Code § 226(e).

69. Randstad failed in its affirmative obligation to provide accurate itemized wage statements to Named Plaintiffs and the Wage Statement Class, in violation of Labor Code section 226. Named Plaintiffs and the Wage Statement Class were not issued wage statements “as a detachable part of the check, draft, or voucher paying the employee’s wages.” That is to say, Named Plaintiffs, as with the Class, were not issued wage statements at all, as any wage statements were only made available to download online. Additionally, the online wage statements for Named Plaintiffs and the Wage Statement Class were inconsistent with each other and do not accurately set forth the information required by Labor Code Section 226(a)(1), (2), (5), (6), and (9). For example, Plaintiff Avillanoza received a wage statement with pay date September 3, 3021 for the supposed pay period beginning August 23, 2021 and ending August 27, 2021 indicating 52.07 “Hrs/Units” of “Regular Earnings.” Plaintiff Avillanoza received a wage statement with pay date August 27, 2021 for the supposed pay period beginning July 26, 2021 and ending August 27, 2021 indicating 29.4 “Hrs/Units” of “Regular Earnings.”

70. Simply looking at the wage statements on their face, without any further inquiry, reveals that they are inaccurate, as the August 27, 2021 wage statement encompasses the period of time covered by the September 3, 2021 wage statement yet shows fewer hours worked than in the shorter, encompassed period.

1 71. Setting aside the fact that Named Plaintiffs and the relevant Class did not receive wage
2 statements at all since the statements were only online, Plaintiff Avillanoza's August 27, 2021 and
3 September 3, 2021 online wage statements also violated the law as follows:

- 4 a. In violation of Labor Code Section 226(a)(6), the September 3, 2021 wage statement does
5 not accurately set forth the inclusive dates of the pay period because Plaintiff Avillanoza did
6 not work 52.07 hours during the stated dates of August 23, 2021 through August 27, 2021,
7 and because August 23, 2021 through August 27, 2021 was not actually a pay period at all.
8 Similarly, the August 27, 2021 wage statement does not accurately set forth the inclusive
9 dates of the pay period because Plaintiff Avillanoza did not work 29.4 hours during the
10 stated dates of July 26, 2021 through August 27, 2021, and because July 26, 2021 through
11 August 27, 2021 was not actually a pay period at all.
- 12 b. In violation of Labor Code Section 226(a)(9), none of the wage statements Plaintiff
13 Avillanoza has access to accurately states her hourly rate. To the contrary, all of the wage
14 statements state that Plaintiff Avillanoza's "Pay Rate" is "\$0.00." Elsewhere on the wage
15 statements, displayed less prominently and missing the word "Pay" or a dollar sign ("\$"),
16 the wage statements indicate a "Rate" of "27.41."
- 17 c. In violation of Labor Code Section 226(a)(2), the September 3, 2021 wage statement does
18 not accurately indicate Plaintiff Avillanoza's hours worked because Plaintiff did not work
19 52.07 hours during the stated dates of August 23, 2021 through August 27, 2021. Similarly,
20 the August 27, 2021 wage statement does not accurately indicate Plaintiff Avillanoza's hours
21 worked because Plaintiff Avillanoza did not work 29.4 hours during the stated dates of July
22 26, 2021 through August 27, 2021.
- 23 d. In violation of Labor Code Section 226(a)(1), the September 3, 2021 wage statement does
24 not accurately indicate Plaintiff Avillanoza's gross wages because the wages reported on the
25 September 3, 2021 wage statement are based on an incorrect number of hours. Similarly, the
26 August 27, 2021 wage statement does not accurately indicate Plaintiff Avillanoza's gross
27 wages because the wages reported on the September 3, 2021 wage statement are based on
28 an incorrect number of hours.

1 e. In violation of Labor Code Section 226(a)(5), the September 3, 2021 wage statement does
2 not accurately indicate Plaintiff Avillanoza's net wages because the wages reported on the
3 September 3, 2021 wage statement are based on an incorrect number of hours. Similarly, the
4 August 27, 2021 wage statement does not accurately indicate Plaintiff Avillanoza's net
5 wages because the wages reported on the September 3, 2021 wage statement are based on
6 an incorrect number of hours.

7 72. Plaintiff Avillanoza has access to eight wage statements, and not a single one of them
8 accurately states the inclusive dates of the pay period, the pay rate, the hours worked, or the gross or
9 net wages. Thus, Randstad's failure to accurately state the dates of the pay period is a "knowing and
10 intentional failure" and is not an isolated and unintentional payroll error due to a clerical or
11 inadvertent mistake.

12 73. Randstad does not have any set of policies or procedures to ensure its pay statements
13 accurately state the information required by Labor Code Section 226(a)(1, 2, 5, 6, and 9). To the
14 contrary, Randstad's policies and procedures caused every wage statement for every member of the
15 Wage Statement class to misstate the required information.

16 74. Unfortunately, Randstad failed to produce Plaintiff Avillanoza's time records, thereby
17 preventing Plaintiff Avillanoza from understanding exactly what formula Randstad used that caused
18 such great and pervasive errors in the wage statements. However, Named Plaintiffs suspect that the
19 errors stem from a policy of paying Named Plaintiffs and members of the Wage Statement Class for
20 two days of work *before* the stated begin date of the pay period, and withholding, until the next pay
21 period, wages for the final two stated days of the pay period. As with Plaintiff Avillanoza, Plaintiff
22 Walker did not receive wage statements at all as any wage statements were available online only, and
23 were not furnished "as a detachable part of the check, draft, or voucher paying the employee's wages."
24 Setting aside the failure to produce wage statements at all, Plaintiff Walker's wage statements were
25 inaccurate as to the provisions of Labor Code Section 226(a)(1, 2, 5, 6, and 9), as they failed to
26 accurately state gross wages, net wages, inclusive dates of the pay period, hours worked, or hourly
27 rates. As with Plaintiff Avillanoza and the Wage Statement Class, Plaintiff Walker is informed and
28 believes that the great and pervasive errors in the online wage statements stem from a policy of paying

1 Named Plaintiffs and members of the Wage Statement Class for two days of work *before* the stated
2 begin date of the pay period, and withholding, until the next pay period, wages for the final two stated
3 days of the pay period.

4 75. Named Plaintiffs and the Wage Statement Class are not able to promptly and easily determine
5 from the wage statement alone the information listed in, *inter alia*, Lab. Code § 226(e)(2)(B)(i).

6 76. Such a pattern, practice and uniform administration of corporate policy as described herein is
7 unlawful and creates an entitlement to recovery by the Named Plaintiffs and the Wage Statement
8 Class in a civil action, for all damages or penalties pursuant to Labor Code section 226, including
9 interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code
10 section 226.

11 77. Pursuant to Lab. Code § 226(e)(1), Class Members are therefore entitled to a statutory penalty
12 of fifty dollars (\$50) for the initial violation, and one hundred dollars (\$100) per pay period for
13 each subsequent violation.

14 78. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of themselves, other aggrieved
15 employees, and the State of California, Named Plaintiffs seek from Randstad a penalty of one
16 hundred dollars (\$100.00) per employee per pay period for the violations alleged in this cause of
17 action and two hundred dollars (\$200) per employee per pay period for each subsequent violation, the
18 exact amount of the applicable penalties to be established according to proof at trial. Plaintiffs also
19 seek attorney fees and costs.

20 **THIRD CAUSE OF ACTION**

21 **INDIVIDUAL, CLASS ACTION, AND PAGA CLAIM FOR**

22 **FAILURE TO INDEMNIFY/REIMBURSE BUSINESS EXPENSES**

23 **IN VIOLATION OF CAL. LAB. CODE SECTION 2802**

24 **(BY NAMED PLAINTIFFS AND THE UNREIMBURSED EXPENSE CLASS AGAINST**
25 **RANDSTAD AND DOES 1 THROUGH 50)**

26 79. Plaintiffs re-allege and incorporate by reference the foregoing and subsequent allegations as
27 though set forth herein.

28 80. California Labor Code § 2802 requires employers to indemnify their employees for

1 expenses and losses incurred while discharging their duties or in obedience to the directions of their
2 employer. California Labor Code § 2804 mandates that this statutory right cannot be waived.

3 81. The Unreimbursed Expense Class incurred losses in obedience to the directions of Defendants
4 including but not limited to vehicle-related expenses such as vehicle purchases and leases, fuel,
5 insurance, and maintenance, home office expenses, internet, fax machines, cell/home phone,
6 computer, computer repairs/upgrades/software, office space in their homes, gas and electric, water,
7 and other similar expenses.

8 82. Upon information and belief, Defendants maintained no consistently followed policy of
9 reimbursement for such expenses.

10 83. Evidencing the above, Named Plaintiffs were required to use a cellular phone in the discharge
11 of their duties and drove their vehicles two to three times per week, yet their final wage statements
12 reflect far too little in the way of expense reimbursement – e.g., Plaintiff Avillanoza’s wage
13 statements reflect only \$96.32 of expense reimbursement for the eight months of 2021.

14 84. The Unreimbursed Expense Class was required to purchase and provide their own equipment,
15 services, and supplies to work for Defendants.

16 85. As a direct result of Defendants' violations of California Labor Code § 2802, the Unreimbursed
17 Expense Class suffered and continues to suffer substantial losses related to unpaid expenses, the use
18 and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees in an amount to be
19 proven at the time of trial.

20 86. Defendants derived an unjust and inequitable economic benefit in failing to comply
21 with the law regarding indemnification and reimbursement of employees.

22 87. The Unreimbursed Expense Class seeks restitution of all monies owed, attorney fees, and
23 costs.

24 88. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of themselves, other aggrieved
25 employees, and the State of California, Named Plaintiffs seek from Randstad a penalty of one
26 hundred dollars (\$100.00) per employee per pay period for the violations alleged in this cause of
27 action and two hundred dollars (\$200) per employee per pay period for each subsequent violation, the
28

1 exact amount of the applicable penalties to be established according to proof at trial. Plaintiffs also
2 seeks attorney fees and costs.

3 **FOURTH CAUSE OF ACTION**

4 **INDIVIDUAL AND CLASS ACTION CLAIM FOR VIOLATION**
5 **OF BUSINESS AND PROFESSIONS CODE § 17200, ET SEQ.**

6 **(BY NAMED PLAINTIFFS, THE UNPAID WAGE CLASS, AND THE UNREIMBURSED**
7 **EXPENSE CLASS AGAINST RANDSTAD AND DOES 1 THROUGH 50)**

8 89. Plaintiffs re-allege and incorporates by reference the preceding and subsequent paragraphs as
9 though fully set forth herein.

10 90. Randstad has engaged and continues to engage in unfair and unlawful business practices in
11 California by failing to pay all wages due for time spent on training, as described more fully in the
12 First Cause of Action and failure to reimburse or indemnify for business expenses, as described more
13 fully in the Third Cause of Action.

14 91. Ranstad's utilization of such unfair and unlawful business practices constitutes unfair and
15 unlawful competition and provides an unfair advantage over Ranstad's competitors.

16 92. Named Plaintiffs seek, individually and on behalf of other members of the Unpaid Wage Class
17 and the Unreimbursed Expense Class, full restitution of monies, as necessary and according to proof,
18 to restore any and all monies withheld, acquired and/or converted by the Randstad by means of the
19 unfair practices complained of herein.

20 93. Named Plaintiffs are informed and believe, and based thereon allege, that at all times herein
21 mentioned Randstad has engaged in unlawful, deceptive and unfair business practices, as proscribed
22 by California Business & Professions Code section 17200, et seq., including those set forth herein
23 above, thereby depriving Named Plaintiffs and other members of the Unpaid Wage Class and the
24 Unreimbursed Expense Class monies due. Named Plaintiffs, on behalf of themselves and the
25 corresponding class, seeks payment of the monies owed.

FIFTH CAUSE OF ACTION
INDIVIDUAL AND PAGA CLAIM FOR
FAILURE TO PRODUCE PAY RECORDS
(BY NAMED PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST
RANDSTAD AND DOES 1 THROUGH 50)

94. Plaintiffs hereby incorporates by reference and re-alleges as if fully stated herein all previous and subsequent allegations in this complaint.

95. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to inspect or receive a copy of 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.”

96. Plaintiff Avillanoza sent record requests to Randstad on three separate occasions. The first request was sent on March 24, 2022 by certified mail; the second request was sent by UPS with delivery tracking, which shows a date delivered on July 5, 2022. The third request was sent on August 22, 2022 via express delivery and received on August 23, 2022.

97. Ranstad failed to timely produce the records it was required to under Labor Code § 226.

98. Ranstad produced no records at all until September 2, 2022, after this litigation was filed, and then did not produce all records required.

99. Under Labor Code § 226(f), “[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.”

100. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s fees.”

101. Under Labor Code § 226(h) and otherwise, Plaintiff Avillanoza seeks the \$750 penalty, injunctive relief in the form of an order that Ranstad fully comply with its production

obligations, attorney's fees, and costs.

102. More particularly, Plaintiff Avillanoza seeks three penalties from Randstad in the amount of \$750 per penalty, as follows:

- a. One \$750 penalty for Randstad's failure to respond to the March 24, 2022 letter.
- b. One \$750 penalty for Randstad's failure to respond to the July 5, 2022 letter.
- c. One \$750 penalty for Randstad's failure to fully respond to the August 22, 2022 letter.

103. Named Plaintiffs also allege this cause of action on a representative basis pursuant to Labor Code § 2699, *et seq.*, on information and belief that other employees have been aggrieved by the same conduct alleged in this cause of action.

104. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of themselves, other aggrieved employees, and the State of California, Named Plaintiffs seeks a penalty of one hundred dollars (\$100.00) per employee per pay period for the violations alleged in this cause of action and two hundred dollars (\$200) per employee per pay period for each subsequent violation, the exact amount of the applicable penalties to be established according to proof at trial. Named Plaintiffs and aggrieved employees also seek attorney fees and costs.

SIXTH CAUSE OF ACTION

INDIVIDUAL AND PAGA CLAIM FOR

FAILURE TO PRODUCE PERSONNEL FILE

(BY NAMED PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST RANDSTAD AND DOES 1 THROUGH 50)

105. Plaintiffs hereby incorporate by reference and re-allege as if fully stated herein all previous and subsequent allegations in this complaint.

106. Under Labor Code § 1198.5, "[e]very current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee... not later than 30 calendar days from the date the employer receives a written request..."

1 107. Plaintiff Avillanoza sent record requests to Randstad on three separate occasions. The first
2 request was sent on March 24, 2022 by certified mail; the second request was sent by UPS with
3 delivery tracking, which shows a date delivered on July 5, 2022. The third request was sent on August
4 22, 2022 via express delivery and received on August 23, 2022.

5 108. Ranstad failed to timely produce the records it was required to under Labor Code §
6 1198.5.

7 109. Ranstad produced no records at all until September 2, 2022, after this litigation was
8 filed, and then did not produce all records required.

9 110. Under Labor Code § 1198.5(k), "...[i]f an employer fails to permit a current or former
10 employee, or his or her representative, to inspect or copy personnel records within the times
11 specified in this section, or times agreed to by mutual agreement as provided in this section, the
12 current or former employee or the Labor Commissioner may recover a penalty of seven hundred
13 fifty dollars (\$750) from the employer."

14 111. Under Labor Code § 1198.5(l), "...[a] current or former employee may also bring an action
15 for injunctive relief to obtain compliance with this section, and may recover costs and reasonable
16 attorney's fees in such an action."

17 112. Under Labor Code § 1198.5(k),(l), and otherwise, Plaintiff Avillanoza seeks the \$750
18 penalty, injunctive relief in the form of an order that Ranstad fully comply with its production
19 obligations, attorney's fees, and costs.

20 113. More particularly, Plaintiff Avillanoza seeks three penalties from Randstad in the
21 amount of \$750 per penalty, as follows:

- 22 a. One \$750 penalty for Randstad's failure to respond to the March 24, 2022 letter.
- 23 b. One \$750 penalty for Randstad's failure to respond to the July 5, 2022 letter.
- 24 c. One \$750 penalty for Randstad's failure to fully respond to the August 22, 2022 letter.

25 114. Named Plaintiffs alleges this cause of action on a representative basis pursuant to Labor Code
26 § 2699, *et seq.*, on information and belief that other employees have been aggrieved by the same
27 conduct alleged in this cause of action.

1 115. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of themselves, other aggrieved
2 employees, and the State of California, Named Plaintiffs seek a penalty of one hundred dollars
3 (\$100.00) per employee per pay period for the violations alleged in this cause of action and two
4 hundred dollars (\$200) per employee per pay period for each subsequent violation, the exact amount
5 of the applicable penalties to be established according to proof at trial. Plaintiffs also seeks attorney
6 fees and costs.

7 **SEVENTH CAUSE OF ACTION**

8 **INDIVIDUAL AND PAGA CLAIM FOR FAILURE TO PRODUCE SIGNED**
9 **INSTRUMENTS (BY NAMED PLAINTIFFS AND AGGRIEVED EMPLOYEES AGAINST**
10 **RANDSTAD AND DOES 1 THROUGH 50)**

11 116. Plaintiffs hereby incorporate by reference and re-allege as if fully stated herein all
12 previous and subsequent allegations in this complaint.

13 117. If an employee or applicant signs any instrument relating to the obtaining or holding
14 of employment, he shall be given a copy of the instrument upon request.

15 118. Plaintiff Avillanoza sent record requests to Randstad on three separate occasions. The
16 first request was sent on March 24, 2022 by certified mail; the second request was sent by UPS with
17 delivery tracking, which shows a date delivered on July 5, 2022. The third request was sent on August
18 22, 2022 via express delivery and received on August 23, 2022.

19 119. To date, Ranstad has not produced the records it was required to under Labor
20 Code § 432.

21 120. Plaintiff Avillanoza seeks injunctive relief in the form of an order that Ranstad fully
22 comply with its production obligations.

23 121. Named Plaintiffs allege this cause of action on a representative basis pursuant to Labor
24 Code § 2699, *et seq.*, on information and belief that other employees have been aggrieved by the same
25 conduct alleged in this cause of action.

26 122. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of themselves, other aggrieved
27 employees, and the State of California, Plaintiffs seeks a penalty of one hundred dollars (\$100.00)
28 per employee per pay period for the violations alleged in this cause of action and two hundred dollars

1 (\$200) per employee per pay period for each subsequent violation, the exact amount of the applicable
2 penalties to be established according to proof at trial. Plaintiffs also seek attorney fees and costs.

3 **EIGHTH CAUSE OF ACTION**

4 **INDIVIDUAL CLAIM FOR REST PERIOD VIOLATION**

5 **(BY NAMED PLAINTIFFS AGAINST RANDSTAD AND DOES 1 THROUGH 50)**

6 123. Plaintiffs hereby incorporate by reference and re-allege as if fully stated herein all previous
7 and subsequent allegations in this complaint.

8 124. The applicable Wage Order and Lab. Code§ 226.7 are applicable to Named Plaintiffs'
9 employment by Randstad.

10 125. Lab. Code § 226.7 provides that no employer shall require an employee to work during any
11 rest period mandated by an applicable order of the IWC.

12 126. The applicable Wage Order provides that "[e]very employer shall authorize and permit all
13 employees to take rest periods, which insofar as practicable shall be in the middle of each work
14 period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten
15 (10) minutes net rest time per four (4) hours or major fraction thereof ' unless the total daily work
16 time is less than three and one-half (3½) hours.

17 127. Randstad willfully required Named Plaintiffs to work four (4) or more hours without
18 authorizing or permitting ten (10) minute rest periods per each four (4) hour period worked.

19 128. Specifically, Named Plaintiffs never had a " duty-free" rest period.

20 129. Furthermore, any period of rest provided to Named Plaintiffs was not timely, nor was it
21 provided for the full ten minutes required.

22 130. Randstad failed to pay Named Plaintiffs the rest period premiums due pursuant to Lab. Code
23 § 226.7.

24 131. Randstad's conduct violates the applicable Wage Order and Lab. Code§ 226.7.
25
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27
28

1 132. Pursuant to the applicable Wage Order and Lab. Code§ 226.7(b), Named Plaintiffs are
2 entitled to recover from Randstad one (1) additional hour of pay at their regular rate of
3 compensation for each work day that any rest period was not provided.

4 **NINTH CAUSE OF ACTION**

5 **INDIVIDUAL CLAIM FOR GENDER DISCRIMINATION**

6 **(CAL GOV'T CODE §§ 12940(A))**

7 **(BY PLAINTIFF AVILLANOZA AGAINST ALL DEFENDANTS)**

8 133. Plaintiff Avillanoza re-alleges and incorporates by reference the foregoing and subsequent
9 allegations, as though set forth herein.

10 134. At all times mentioned herein, California Government Code§ 12940(a) was in full force and
11 effect and was binding on Defendants. This section provides that it is unlawful for an employer to
12 discriminate against an employee on the basis of gender.

13 135. Ms. Avillanoza performed work for Defendants, as an employee, as stated herein.
14 Defendants discriminated against Ms. Avillanoza in the terms, conditions and privileges of her
15 employment, as stated herein.

16 136. Ms. Avillanoza believes and thereon alleges that her gender was a motivating reason for
17 Defendants' discrimination against her.

18 137. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza has
19 sustained and continues to sustain lost earnings, employment benefits, and employment
20 opportunities, and Ms. Avillanoza has suffered economic losses in an amount to be determined at
21 trial.

22 138. As a proximate result of Defendants' willful, knowing, and intentional discrimination
23 against Ms. Avillanoza, Ms. Avillanoza has suffered and continues to suffer humiliation, emotional
24 distress, loss of reputation, and mental anguish, all to her damage in a sum to be established
25 according to proof.

26 139. As a result of Defendants' deliberate, outrageous, and despicable conduct, Ms. Avillanoza is
27 entitled to recover punitive and exemplary damages in an amount commensurate with each of
28 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

1 140. In addition to such other damages as may properly be recovered herein, Ms. Avillanoza is
2 entitled to recover prevailing party attorney's fees pursuant to Cal. Gov't. Code§ 12965.

3 **TENTH CAUSE OF ACTION**

4 **INDIVIDUAL CLAIM FOR SEXUAL HARASSMENT (CAL GOV'T CODE §§ 12940(J))**
5 **(BY PLAINTIFF AVILLANOZA AGAINST ALL DEFENDANTS)**

6 141. Plaintiff Avillanoza re-alleges and incorporates by reference the foregoing and subsequent
7 allegations, as though set forth herein.

8 142. Ms. Avillanoza was at all times material hereto an employee covered by California
9 Government Code § 12940 *et seq.*, which prohibits harassment in employment on the basis of
10 gender.

11 143. Defendants are, and at all times material hereto were, an employer and/or person within the
12 meaning of the Fair Employment and Housing Act and, as such, barred from harassing Ms.
13 Avillanoza on the basis of her gender, as set forth in Cal. Gov't Code§ 129400).

14 144. Ms. Avillanoza was subjected to unwanted and harassing conduct on the basis of her gender,
15 as set forth herein.

16 145. The harassing conduct was severe and pervasive, as stated herein.

17 146. A reasonable person in Ms. Avillanoza's circumstances would have considered the work
18 environment to be hostile or abusive, and Ms. Avillanoza did in fact consider the work environment
19 to be hostile or abusive.

20 147. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza has
21 sustained and continues to sustain substantial losses in earnings, employment benefits, and
22 employment opportunities, and Ms. Avillanoza has suffered other economic losses in an amount to
23 be determined at time of trial. Ms. Avillanoza has sought to mitigate these damages.

24 148. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza
25 suffered emotional distress, to her damage, in a sum to be established according to proof.

26 149. As a result of Defendants' deliberate, outrageous, despicable conduct, Ms. Avillanoza is
27 entitled to recover punitive and exemplary damages in an amount commensurate with Defendants'
28 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

1 150. In addition to such other damages as may properly be recovered herein, Ms. Avillanoza is
2 entitled to recover attorney fees and costs pursuant to Cal. Gov't. Code§ 12965.

3 **ELEVENTH CAUSE OF ACTION**

4 **INDIVIDUAL CLAIM FOR FAILURE TO PREVENT HARASSMENT AND/OR**
5 **DISCRIMINATION (Cal Gov't Code §§ 12940(k))**
6 **(BY PLAINTIFF AVILLANOZA AGAINST ALL DEFENDANTS)**

7 151. Plaintiff Avillanoza re-alleges and incorporates by reference the foregoing and subsequent
8 allegations, as though set forth herein.

9 152. Ms. Avillanoza was subjected to discriminatory and harassing conduct on the basis of her
10 gender, as set forth herein. Ms. Avillanoza was also subjected to retaliation for opposing said
11 discrimination and harassment, as described herein.

12 153. Defendants failed to take reasonable steps to prevent the discrimination, harassment, and
13 retaliation, as described herein.

14 154. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza has
15 sustained and continues to sustain substantial losses in earnings, employment benefits, employment
16 opportunities, and Ms. Avillanoza has suffered other economic losses in an amount to be
17 determined at time of trial. Ms. Avillanoza has sought to mitigate these damages.

18 155. As a further direct, foreseeable, and proximate result of Defendants' conduct, Ms.
19 Avillanoza has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
20 and mental and physical pain and anguish, all to her damage in a sum to be established according to
21 proof.

22 156. As a result of Defendants' deliberate, outrageous, despicable conduct, Ms. Avillanoza is
23 entitled to recover punitive and exemplary damages in an amount commensurate with Defendants'
24 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

25 157. In addition to such other damages as may properly be recovered herein, Ms. Avillanoza is
26 entitled to recover attorney fees and costs pursuant Cal. Gov't. Code § 12965.

1 **TWELFTH CAUSE OF ACTION**

2 **INDIVIDUAL CLAIM FOR RETALIATION (CAL GOV'T CODE §§ 12940(H))**

3 **(BY PLAINTIFF AVILLANOZA WAGAINST ALL DEFENDANTS)**

4 158. Plaintiff Avillanoza re-alleges and incorporates by reference the foregoing and subsequent
5 allegations, as though set forth herein.

6 159. At all times mentioned herein, Cal. Gov't Code§ 12940(h) was in full force and effect and
7 was binding on Defendants. This section requires Defendants, as an employer, to refrain from
8 retaliating against any employee who has opposed any practices forbidden under Cal. Gov't Code §
9 12940, or because the employee has filed a complaint, testified, or assisted in any proceeding under
10 Cal. Gov't Code§ 12940(h).

11 160. Defendants, by and through its employees and agents, engaged in conduct that, taken as a
12 whole, materially and adversely affected the terms and conditions of Ms. Avillanoza's employment,
13 as stated herein.

14 161. Ms. Avillanoza believes and thereon alleges that her opposition to the sexual harassment and
15 discrimination was a motivating reason for Defendants engaging in conduct that, taken as a whole,
16 materially and adversely affected the terms and conditions of Ms. Avillanoza's employment, as
17 stated herein.

18 162. Defendants' conduct in retaliating against Ms. Avillanoza in the terms, conditions, and
19 privileges of her employment, as stated herein, violated Cal. Gov't Code§ 12940(h).

20 163. As a direct, foreseeable and proximate result of Defendants' conduct, Ms. Avillanoza has
21 sustained and continues to sustain substantial losses in earnings, employment benefits, employment
22 opportunities, and other economic losses in an amount to be determined at the time of trial.

23 164. As a further direct, foreseeable, and proximate result of Defendants' conduct, Ms.
24 Avillanoza has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
25 and mental and physical pain and anguish, all to her damage in a sum to be established according to
26 proof.

27 165. As a result of Defendants' deliberate, outrageous, despicable conduct, Ms. Avillanoza is
28 entitled to recover punitive and exemplary damages in an amount commensurate with

Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

166. In addition to such other damages as may properly be recovered herein, Ms. Avillanoza is entitled to recover attorney fees and costs pursuant to Cal. Gov't, Code§ 12965.

THIRTEENTH CAUSE OF ACTION

INDIVIDUAL CLAIM FOR NEGLIGENT SUPERVISION

(BY PLAINTIFF AVILLANOZA AGAINST ALL DEFENDANTS)

167. Plaintiff Avillanoza re-alleges and incorporates by reference the foregoing and subsequent allegations, as though set forth herein.

168. Ms. Avillanoza performed work for Defendants as an employee, as stated herein.

169. Defendants had a legal duty to supervise all of their employees.

170. Defendants' supervisory employees took part in unlawful discriminatory, harassing, and retaliatory conduct, as stated herein.

171. Defendants knew or should have known that their employees were engaging in unlawful, discriminatory, harassing, and retaliatory practices, as stated herein.

172. Defendants failed to take reasonable steps necessary to prevent the unlawful, discriminatory, harassing, and retaliatory conduct described herein.

173. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza has sustained and continues to sustain substantial losses in earnings, employment benefits, employment opportunities, and Ms. Avillanoza has suffered other economic losses in an amount to be determined at time of trial.

174. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and anguish, all to her damage in a sum to be established according to proof.

175. Ms. Avillanoza has incurred and continues to incur legal expenses and attorney's fees. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled to recover prevailing party attorney fees.

1 **FOURTEENTH CAUSE OF ACTION**

2 **INDIVIDUAL CLAIM FOR RETALIATION (CAL. LABOR CODE§ 1102.5)**

3 **(BY PLAINTIFF AVILLANOZA AGAINST ALL DEFENDANTS)**

4 176. Plaintiff Avillanoza re-alleges and incorporates by reference each and every allegation
5 contained in the preceding and subsequent paragraphs as though fully set forth herein.

6 177. California Labor Code § 1102.5(b) provides:

7 “An employer, or any Person acting on behalf of the employer, shall not retaliate against an
8 employee for disclosing information, or because the employer believes that the employee
9 disclosed or may disclose information, to a government or law enforcement agency, to a
10 person with authority over the employee or another employee who has the authority to
11 investigate, discover, or correct the violation or noncompliance . . . if the employee has
12 reasonable cause to believe that the information discloses a violation of state or federal
13 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
14 regardless of whether disclosing the information is part of the employee's job duties.”

15 178. At all times relevant herein, Ms. Avillanoza was an employee of Defendants. Ms.
16 Avillanoza disclosed information to Defendants and/or its employees that she reasonably believed
17 constituted violations of State or Federal laws, regulations and rules.

18 179. Ms. Avillanoza’s disclosure of such information was a substantial motivating factor in
19 Defendants’ decision to retaliate and discriminate against her in the terms and conditions of her
20 employment, as described herein.

21 180. As a direct, foreseeable, and proximate result of Defendants’ conduct, Ms. Avillanoza has
22 sustained and continues to sustain substantial losses in earnings, employment benefits, employment
23 opportunities, and Ms. Avillanoza has suffered other economic losses in an amount to be
24 determined at time of trial.

25 181. As a further direct, foreseeable, and proximate result of Defendants’ conduct, Ms.
26 Avillanoza has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
27 and mental and physical pain and anguish, all to her damage in a sum according to proof.
28

1 182. As a result of Defendants' deliberate, outrageous, despicable conduct, Ms. Avillanoza is
2 entitled to recover punitive and exemplary damages in an amount commensurate with Defendants'
3 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

4 183. In addition to such other damages as may properly be recovered herein, Ms. Avillanoza is
5 entitled to a \$10,000 penalty for each violation of Cal. Labor Code§ 1102.5, pursuant to Cal. Labor
6 Code§ 1102.5(f), and attorney fees pursuant to Cal. Code Civ. Proc.§ 1021.5.

7 **FIFTEENTH CAUSE OF ACTION**

8 **INDIVIDUAL CLAIM FOR WRONGFUL CONSTRUCTIVE**

9 **TERMINATION IN VIOLATION OF PUBLIC POLICY**

10 **(CAL. GOV'T CODE § 12940, *ET SEQ*)**

11 **(BY PLAINTIFF AVILLANOZA AGAINST ALL DEFENDANTS)**

12 184. Plaintiff Avillanoza re-alleges all the foregoing and subsequent allegations as though fully
13 set forth herein.

14 185. Ms. Avillanoza performed work for Defendants, as an employee, as stated herein.

15 186. Defendants' management level employees engaged in unlawful, discriminatory, harassing,
16 and retaliatory conduct, in violation of Cal. Gov't Code § 12940 *et seq.*, as stated herein.

17 187. Ms. Avillanoza opposed the unlawful discriminatory, harassing, and retaliatory conduct.

18 188. Ms. Avillanoza was subjected to working conditions that violated public policy, in that
19 Plaintiff was treated intolerably for reasons including in retaliation for opposing the harassment.

20 189. Defendants intentionally created or knowingly permitted these working conditions.

21 190. These working conditions were so intolerable that a reasonable person in Ms. Avillanoza's
22 position would have had no reasonable alternative except to resign.

23 191. Ms. Avillanoza resigned because of these working conditions.

24 192. The working conditions were a substantial factor in causing Ms. Avillanoza's harm.

25 193. Such actions are unlawful, in violation of public policy of the State of California, and have
26 resulted in damage and injury to Ms. Avillanoza, as alleged herein.

27 194. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza has
28 sustained and continues to sustain substantial losses in earnings, employment benefits, employment

opportunities, and Ms. Avillanoza has suffered other economic losses in an amount to be determined at time of trial.

195. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms. Avillanoza has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental anguish, all to her damage in a sum to be established according to proof.

196. As a result of Defendants' deliberate, outrageous, despicable conduct, Ms. Avillanoza is entitled to recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

197. In addition to such other damages as may properly be recovered herein, Ms. Avillanoza is entitled to recover prevailing party attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief against Defendants, jointly and severally, and judgment against Defendants as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, on an individual and class action basis, for damages, including wages owed, and penalties pursuant to California Labor Code Sections 201, 202, 204, and 510, for costs, attorney fees, and interest, for waiting time penalties pursuant to Labor Code Section 203, and, on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of Named Plaintiffs and other aggrieved employees.
5. Upon the Second Cause of Action, on an individual and class action basis, for damages or penalties pursuant to California Labor Code section 226, and, on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of Named Plaintiffs and other aggrieved employees, and for costs and attorneys' fees.
6. Upon the Third Cause of Action, on an individual and class action basis, for restitution and reimbursement of expenses incurred in the discharge of duties of employment, and for attorney fees

1 and costs, and, on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et*
2 *seq.* on behalf of Named Plaintiffs and other aggrieved employees, and for costs and attorneys' fees.

3 7. Upon the Fourth Cause of Action, on an individual and class action basis, for restitution to
4 Named Plaintiffs and other similarly affected members of the general public of all funds unlawfully
5 acquired by Defendants by means of any acts or practices declared by this Court to be in violation
6 of Business & Professions Code section 17200, *et seq.*, and for costs and attorneys' fees;

7 8. On the Fifth Cause of Action, on an individual basis, for penalties, attorney fees, and costs, and, on
8 a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of
9 Plaintiff and other aggrieved employees, and for costs and attorneys' fees.

10 9. On the Sixth Cause of Action, on an individual basis, for penalties, attorney fees, and costs, and,
11 on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of
12 Named Plaintiffs and other aggrieved employees, and for costs and attorneys' fees.

13 10. On the Seventh Cause of Action, on an individual basis, for penalties, attorney fees, and costs,
14 and, on a representative basis, for penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on
15 behalf of Named Plaintiffs and other aggrieved employees, and for costs and attorneys' fees.

16 11. On the Eighth Cause of Action, on an individual basis, one additional hour of pay at Named
17 Plaintiffs' regular rate of compensation for each work day that any rest period was not provided;
18 attorney fees; costs; interest.

19 12. Upon the Ninth through Fourteenth causes of action, for special damages, general damages,
20 punitive damages, attorney fees, costs, interest, penalties, and all other remedies available
21 under the law, including, without limitation, Gov't, Code§ 12965, and Cal. Code Civ. Pro. §
22 1021.5, and/or other applicable laws;

23 13. On the Thirteenth Cause of Action, for a \$10,000 penalty for each violation of Cal. Labor Code§
24 1102.5, pursuant to Cal. Labor Code§ 1102.5(f), and attorney fees pursuant to Cal. Code Civ. Proc. §
25 1021.5.

1 14. On all causes of action, for attorneys' fees and costs as provided by all applicable law,
2 including, *inter alia*, California Labor Code sections 218.5 and 226, and Code of Civil Procedure §
3 1021.5

4 Dated: September 14, 2022

The Law Office of Ian Pancer

6 By: Ian Pancer

7 Ian Pancer, Esq.

8 Attorneys for Plaintiff
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February 19, 2024

BY ONLINE FILING

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333 S. Grand Avenue, Suite 2225
Los Angeles, CA 90071

Re: Gabrielle Avillanoza v. Randstad General Partner (US) LLC

Dear Sir or Madame,

This letter shall serve as a supplement to the previously submitted notices pursuant to the California Private Attorneys General Act (“PAGA”), California Labor Code (hereafter, “Lab. Code”) § 2699, et seq., regarding Gabrielle Avillanoza’s and Dimetrieze Walker’s (collectively, “Employees”) and other aggrieved employees’ claims against Randstad General Partner (US) LLC (hereafter, “Randstad” or “Employer”). This letter is to advise you of several developments: Judge Mangione of the San Diego Superior Court granted Randstad’s motion to compel arbitration of Employees’ individual PAGA claims and stay litigation as to Employees’ representative PAGA claims. Subsequently, Avillanoza and Walker, respectively, filed their demands for arbitration of their individual PAGA claims with the American Arbitration Association.

The arbitration demands and Arbitration Complaints filed by Avillanoza and Walker are enclosed herewith. The purpose of this letter is to exhaust administrative remedies as required under PAGA as to Employees and other aggrieved employees of Employer in the State of California. Employees allege that they and other employees of Employer (collectively, “aggrieved employees”) suffered the Labor Code violations alleged in the previous PAGA notices, the enclosures therewith, this PAGA Notice, and the enclosures herewith.

The wage and hour violations suffered by Employees and aggrieved employees and subject to the PAGA that are described herein are systematic in nature. Employees are informed and believe that their claims, including, without limitation, her PAGA claims, are representative because all of Employer’s employees in the State of California are subject to the same harms and abuses that have been perpetrated on Employees, as well as other harms and abuses that are prosecutable per, *inter alia*, *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745. Employees seek to recover penalties as

representatives of the State of California and on behalf of other aggrieved employees.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

Ian Pancer
Ian Pancer

Enclosures:

Gabrielle Avillanoza's arbitration demand and Arbitration Complaint

Dimetrieze Walker's arbitration demand and Arbitration Complaint



To ensure your demand is processed promptly, please file online at www.adr.org/support. Complete this form, provide last known email addresses and include a copy of the Arbitration Agreement, Plan or Contract.

Parties (Claimant)

Name of Claimant: Gabrielle Avillanoza

Address: c/o Pancer Law Corporation 105 West F St. #400

City: San Diego

State: California



Zip Code: 92101

Phone No.: 619 955 6644

Email Address: ian@sandiegolegal.net

Representative's Name (if known): Ian Pancer

Firm (if applicable): Pancer Law Corporation

Representative's Address: 105 West F St. #400

City: San Diego

State: California



Zip Code: 92101

Phone No.: 619 955 6644

Email Address: ian@sandiegolegal.net**Parties (Respondent)**

Name of Respondent: Randstad General Partner (US) LLC

Address: c/o Kabat Chapman & Ozmer LLP 333 S. Grand Ave. Suite 2225

City: Los Angeles

State: California

Zip Code: 90071

Phone No.: 213 493 3980

Email Address: nchapman@kcozlaw.com

Representative's Name (if known): Nathan Chapman, Esq.

Firm (if applicable): Kabat Chapman & Ozmer LLP

Representative's Address: 333 S. Grand Ave. Suite 2225

City: Los Angeles

State: California

Zip Code: 90071

Phone No.: 213 493 3980

Email Address: nchapman@kcozlaw.com**Mediation:** If you would like the AAA to contact the other parties and attempt to arrange mediation, please check this box ☐.Claim: What was/is the employee/worker's annual wage range? ☒ Less than \$100,000 ☐ \$100,000-\$250,000 ☐ Over \$250,000
Note: This question is required by California law.

Amount of Claim:

Claim involves: ☒ Statutorily Protected Rights ☐ Non-Statutorily Protected Rights

In detail, please describe the nature of each claim. You may attach additional pages if necessary:

See attached Arbitration Complaint



Other Relief Sought: ☒ Attorneys Fees ☐ Interest ☒ Arbitration Costs ☐ Punitive/ Exemplary
☐ Other:

Please describe the qualifications for arbitrator(s) to hear this dispute:

Hearing: Estimated time needed for hearings overall: _____ hours or 5 _____ days

Hearing Locale: San Diego, California

(check one) ☐ Requested by Claimant ☐ Locale provision included in the contract

Filing Fee requirement or \$350 (max amount per AAA)

Filing by Company: ☐ \$2,450 single arbitrator ☐ \$3,050 three arbitrator panel

Notice: To begin proceedings, **please file online at www.adr.org/fileonline**. You will need to upload a copy of this Demand and the Arbitration Agreement, and pay the appropriate fee.

Signature (may be signed by a representative):

Date:

February 8, 2024

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. Only those disputes arising out of employer plans are included in the consumer definition. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact the AAA's Western Case Management Center at 1-800-778-7879. If you have any questions regarding the waiver of administrative fees, AAA Customer Service can be reached at 1-800-778-7879. Please visit our website at www.adr.org/support to file this case online.

1 Ian Pancer (SBN 246600)
2 Pancer Law Corporation
3 105 West F Street, Suite 400
4 San Diego, California 92101
5 Phone: (619) 955-6644
6 Facsimile: (619) 374-7410

7 Attorneys for Plaintiff GABRIELLE
8 AVILLANOZA

9 AMERICAN ARBITRATION ASSOCIATION

10 COUNTY OF SAN DIEGO

11 GABRIELLE AVILLANOZA,

12 Plaintiff,

13 v.

14 RANDSTAD GENERAL PARTNER (US) LLC,
15 a Delaware limited liability company,

16 Defendants

) Case No.:

) ARBITRATION COMPLAINT

-) 1. PAGA Claim for Failure To Pay
) Wages And Waiting Time Penalties
) 2. PAGA Claim for Failure To Provide
) Rest Periods, Pay Rest Period
) Premium Pay, And Pay Waiting
) Time Penalties
) 3. PAGA Claim For Violation Of Labor
) Code § 226
) 4. PAGA Claim For Failure to
) Indemnify/Reimburse Expenses
) 5. PAGA Claim for Failure To Produce
) Pay Records
) 6. PAGA Claim for Failure To Produce
) Personnel File
) 7. PAGA Claim for Failure To Produce
) Signed Instruments
) 8. PAGA Claim for Retaliation (Cal.
) Labor Code§ 1102.5)

1 Plaintiff GABRIELLE AVILLANOZA (“Plaintiff” or “Ms. Avillanoza”) alleges the following:

2 1. Plaintiff brings this action on her behalf and as a representative of the State of California
3 under the Private Attorneys General Act (“PAGA”) seeking civil penalties for her individual PAGA
4 claims, reasonable attorneys’ fees, and costs.

5 **PARTIES**

6 2. Plaintiff is an individual over the age of 18 and a resident of the State of California.

7 3. Randstad General Partner (US) LLC. (hereafter, “Randstad”) is a Delaware limited liability
8 company doing business in the County of San Diego, California.

9 4. The true names and capacities, whether individual, corporate, associate, or otherwise of the
10 Defendants named herein as DOES 1 through 50, are unknown to Plaintiff at this time. Plaintiff
11 therefore sues said Defendants by such fictitious names pursuant to § 474 of the California Code of
12 Civil Procedure. Plaintiff will seek leave to amend this Complaint to allege the true names and
13 capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiff is informed
14 and believes, and based thereon alleges, that each of the DOE Defendants is in some manner liable
15 to Plaintiff for the events and actions alleged herein.

16 5. The term “all Defendants” and “each Defendant,” as used herein, shall refer to all of the
17 named Defendants as well as DOES 1 through 50, collectively.

18 6. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein
19 each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego
20 for each of the other Defendants, and each was a co-conspirator with respect to the acts and the
21 wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection
22 with the conspiracy and in proximate connection with the other Defendants.

23 7. Plaintiff is informed and believes, and based thereon alleges, that each Defendant was
24 acting partly within and partly without the scope and course of their employment, and was acting
25 with the knowledge, permission, consent, and ratification of every other Defendant.

26 8. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
27 was an agent, officer, director, managing general partner, managing member, owner, co-owner,
28 partner, employee, and/or representative of each of the Defendants, and were at all times material

1 hereto, acting within the purpose and scope of such agency, employment, contract and/or
2 representation, and that each of them are jointly and severally liable to Plaintiff for the acts alleged
3 herein

4 9. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
5 are liable to Plaintiff under legal theories and doctrines including but not limited to (1) joint
6 employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set
7 forth below.

8 10. Plaintiff is informed and believes, and based thereon alleges, that all Defendants are part of
9 an integrated enterprise and have acted or currently act as the employer and/or joint employer of
10 Plaintiff, making each of them liable for the violations alleged herein.

11 11. All causes of action alleged in this Arbitration Complaint are alleged by Plaintiff, on behalf
12 of herself and as a representative of the State of California, against all Defendants, both named and
13 fictitious.

14 **FACTS COMMON TO ALL CAUSES OF ACTION**

15 12. Randstad is in the business of recruiting individuals seeking employment and contracting with
16 clients or customers to supply workers to perform services for the clients or customers.

17 13. In other words, Randstad is a staffing company.

18 14. Randstad requires its employees to undergo training online through a system it refers to as
19 “Randstad University.”

20 15. Plaintiff was employed as a non-exempt, hourly-paid employee, with job title
21 “Staffing Manager.” Ms. Avillanoza was in this position from from April 2021 through approximately
22 August 27, 2021.

23 16. Plaintiff Avillanoza’s employment was fully remote until the end of April 2021.
24 Thereafter, Ms. Avillanoza’s employment was in office.

25 17. Plaintiff’ direct supervisor was Defendant Taylor Lucero (hereafter, sometimes “Mr.
26 Lucero”).

1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 18. Plaintiff sent the required notice advising the Labor Workforce Development Agency
3 (LWDA) and Defendant of the specific sections of the California Labor Code Defendants violated
4 and continue to violate.

5 19. The Causes of Action alleged herein are appropriately suited for a Representative
6 Action under PAGA (Labor Code § 2698, et seq.) because:

7 a. This action alleges violations of California Labor Code provisions that provide for a
8 civil penalty to be assessed and collected by the LWDA or any departments, divisions,
9 commissions, boards, agencies, or employees;

10 b. Plaintiff is an "aggrieved employee" because Plaintiff was employed
11 by the alleged violator and had one or more of the Labor Code violations
12 alleged on this Complaint committed against her; and

13 c. Plaintiff has satisfied the procedural requirements of Labor Code
14 § 2699.3, as set forth above.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES AND WAITING TIME PENALTIES**

17 **Labor Code 201, 202, 203, 204, and 510 et seq.**

18 20. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
19 though fully set forth herein.

20 21. Labor Code Section 204 codifies an employee's right to be paid wages and the time within
21 which wages must be paid.

22 22. Plaintiff was required to undergo training off-the-clock through the Randstad University
23 online training system.

24 23. When Plaintiff participated in training she was subject to the control of Randstad and the
25 training time was compensable.

26 24. Rather than allow Plaintiff to participate in training through Randstad University at work,
27 while on the clock, Randstad required Plaintiff to participate in training through Randstad University
28 on her own time, including on weekends.

1 25. Ms. Avillanoza recalls just one occasion on which she was allowed to participate in Randstad
2 University training while on the clock during the workweek.

3 26. Randstad failed to pay Plaintiff for her training time.

4 27. Labor Code Sections 201 and 202 place requirements on an employer to pay wages within a
5 limited period of time upon termination of employment.

6 28. Labor Code Section 203 provides for the imposition of penalties on an employer who fails to
7 pay wages on termination of employment, in violation of Labor Code Sections 201 and 202.

8 29. The PAGA provides for the imposition of penalties on an employer who fails to pay wages
9 on termination of employment, in violation of Labor Code Sections 201, 202 and 203, and who fails
10 to pay the waiting time penalty, when owed, in violation of Labor Code Section 203.

11 30. Plaintiff's employment ceased without payment of the full amount of wages due in the time
12 specified by Labor Code Sections 201 and 202.

13 31. Randstad is subject to PAGA penalties due to its failure to pay wages owing for training time,
14 and its failure to pay waiting time penalties for wages that were owed at the termination of
15 employment or within 72 hours thereof. Indeed, waiting time penalties, and the associated PAGA
16 penalties for failure to pay the waiting time penalties, continued accruing until at least 30 days, if not
17 30 days plus 72 hours, from the termination of Plaintiff's employment, which terminated on
18 approximately August 27, 2021.

19 32. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
20 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST PERIODS, PAY REST PERIOD PREMIUM PAY,**

23 **AND PAY WAITING TIME PENALTIES**

24 **Labor Code 201, 202, 203, 204, and 510 et seq.**

25 33. Lab. Code § 226.7 provides that no employer shall require an employee to work during any
26 rest period mandated by an applicable order of the IWC.

27 34. The applicable Wage Order provides that "[e]very employer shall authorize and permit all
28 employees to take rest periods, which insofar as practicable shall be in the middle of each work

1 period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten
2 (10) minutes net rest time per four (4) hours or major fraction thereof ' unless the total daily work
3 time is less than three and one-half (3½) hours.

4 35. Randstad willfully required Plaintiff to work four (4) or more hours without authorizing or
5 permitting ten (10) minute rest periods per each four (4) hour period worked.

6 36. Specifically, Plaintiff never had a " duty-free" rest period.

7 37. Furthermore, any period of rest provided to Plaintiff was not timely, nor was it provided for
8 the full ten minutes required.

9 38. Pursuant to Lab. Code Section 226.7, Randstad was required to pay Plaintiff premium pay as
10 a result of the deprivation of rest periods.

11 39. Labor Code Sections 201 and 202 place requirements on an employer to pay wages, including
12 rest period premium pay, within a limited period of time upon termination of employment.

13 40. Labor Code Section 203 provides for the imposition of penalties on an employer who fails to
14 pay wages, including rest period premium pay in the time prescribed by Labor Code Sections 201
15 and 202.

16 41. The PAGA provides for the imposition of penalties on an employer who fails to pay wages
17 on termination of employment, in violation of Labor Code Sections 201, 202 and 203, and who fails
18 to pay the waiting time penalty, when owed, in violation of Labor Code Section 203.

19 42. Randstad is subject to PAGA penalties due to its failure to provide rest periods or pay rest
20 period premium pay to Plaintiff upon termination of employment or within 72 hours thereof, as
21 required by Labor Code Sections 201, 202, and 203.

22 43. Furthermore, pursuant to Labor Code Section 203, Randstad became obligated to pay Plaintiff
23 waiting time penalties as a result of Randstad's initial and continuing failure to pay monies owing for
24 rest period premium pay to Plaintiff upon termination of employment or within 72 hours thereof.

25 44. Randstad is further subject to PAGA penalties for its failure to pay the waiting time penalty
26 as required by Labor Code Section 203. Indeed, PAGA penalties for failure to pay the waiting time
27 penalty continued accruing until at least 30 days, if not 30 days plus 72 hours, from the termination
28 of Plaintiff's employment, which terminated on approximately August 27, 2021.

1 45. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
2 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

3 **THIRD CAUSE OF ACTION**

4 **PAGA CLAIM FOR VIOLATION OF LABOR CODE § 226**

5 46. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
6 though fully set forth herein.

7 47. Pursuant to Lab. Code§ 226(a)(1)-(9), employers must issue wage statements to their
8 employees that accurately include 9 distinct pieces of information. The failure to comply with
9 just one of these 9 requirements triggers an employer's liability for statutory damages pursuant to
10 Lab. Code § 226(e).

11 48. Randstad failed in its affirmative obligation to provide accurate itemized wage
12 statements to Plaintiff, in violation of Labor Code section 226. Plaintiff was not issued wage
13 statements “as a detachable part of the check, draft, or voucher paying the employee’s wages.” That
14 is to say, Plaintiff was not issued wage statements at all, as any wage statements were only made
15 available to download online. Additionally, the online wage statements for Plaintiff were
16 inconsistent with each other and do not accurately set forth the information required by Labor Code
17 Section 226(a)(1), (2), (5), (6), and (9). For example, Plaintiff Avillanoza received a wage
18 statement with pay date September 3, 3021 for the supposed pay period beginning August 23, 2021
19 and ending August 27, 2021 indicating 52.07 “Hrs/Units” of “Regular Earnings.” Plaintiff
20 Avillanoza received a wage statement with pay date August 27, 2021 for the supposed pay period
21 beginning July 26, 2021 and ending August 27, 2021 indicating 29.4 “Hrs/Units” of “Regular
22 Earnings.”

23 49. Simply looking at the wage statements on their face, without any further inquiry, reveals that
24 they are inaccurate, as the August 27, 2021 wage statement encompasses the period of time covered
25 by the September 3, 2021 wage statement yet shows fewer hours worked than in the shorter,
26 encompassed period.

1 50. Setting aside the fact that Plaintiff did not receive wage statements at all since the statements
2 were only online, Plaintiff Avillanoza's August 27, 2021 and September 3, 2021 online wage
3 statements also violated the law as follows:

- 4 a. In violation of Labor Code Section 226(a)(6), the September 3, 2021 wage statement does
5 not accurately set forth the inclusive dates of the pay period because Plaintiff Avillanoza did
6 not work 52.07 hours during the stated dates of August 23, 2021 through August 27, 2021,
7 and because August 23, 2021 through August 27, 2021 was not actually a pay period at all.
8 Similarly, the August 27, 2021 wage statement does not accurately set forth the inclusive
9 dates of the pay period because Plaintiff Avillanoza did not work 29.4 hours during the
10 stated dates of July 26, 2021 through August 27, 2021, and because July 26, 2021 through
11 August 27, 2021 was not actually a pay period at all.
- 12 b. In violation of Labor Code Section 226(a)(9), none of the wage statements Plaintiff
13 Avillanoza has access to accurately states her hourly rate. To the contrary, all of the wage
14 statements state that Plaintiff Avillanoza's "Pay Rate" is "\$0.00." Elsewhere on the wage
15 statements, displayed less prominently and missing the word "Pay" or a dollar sign ("\$\$\$"),
16 the wage statements indicate a "Rate" of "27.41."
- 17 c. In violation of Labor Code Section 226(a)(2), the September 3, 2021 wage statement does
18 not accurately indicate Plaintiff Avillanoza's hours worked because Plaintiff did not work
19 52.07 hours during the stated dates of August 23, 2021 through August 27, 2021. Similarly,
20 the August 27, 2021 wage statement does not accurately indicate Plaintiff Avillanoza's hours
21 worked because Plaintiff Avillanoza did not work 29.4 hours during the stated dates of July
22 26, 2021 through August 27, 2021.
- 23 d. In violation of Labor Code Section 226(a)(1), the September 3, 2021 wage statement does
24 not accurately indicate Plaintiff Avillanoza's gross wages because the wages reported on the
25 September 3, 2021 wage statement are based on an incorrect number of hours. Similarly, the
26 August 27, 2021 wage statement does not accurately indicate Plaintiff Avillanoza's gross
27 wages because the wages reported on the September 3, 2021 wage statement are based on
28 an incorrect number of hours.

1 e. In violation of Labor Code Section 226(a)(5), the September 3, 2021 wage statement does
2 not accurately indicate Plaintiff Avillanoza's net wages because the wages reported on the
3 September 3, 2021 wage statement are based on an incorrect number of hours. Similarly, the
4 August 27, 2021 wage statement does not accurately indicate Plaintiff Avillanoza's net
5 wages because the wages reported on the September 3, 2021 wage statement are based on
6 an incorrect number of hours.

7 51. Plaintiff Avillanoza has access to eight wage statements, and not a single one of them
8 accurately states the inclusive dates of the pay period, the pay rate, the hours worked, or the gross or
9 net wages. Thus, Randstad's failure to accurately state the dates of the pay period is a "knowing and
10 intentional failure" and is not an isolated and unintentional payroll error due to a clerical or
11 inadvertent mistake. Randstad does not have any set of policies or procedures to ensure its pay
12 statements accurately state the information required by Labor Code Section 226(a)(1, 2, 5, 6, and 9).

13 52. Unfortunately, Randstad failed to produce Plaintiff Avillanoza's time records, thereby
14 preventing Plaintiff Avillanoza from understanding exactly what formula Randstad used that caused
15 such great and pervasive errors in the wage statements. However, Plaintiff suspect that the errors may
16 stem, in part, from a policy of paying Plaintiff a fixed sum for one pay period – regardless of the hours
17 worked - and truing up the amount the following pay period, in an alternating fashion.

18 53. Plaintiff is not able to promptly and easily determine from the wage statement alone the
19 information listed in, *inter alia*, Lab. Code § 226(e)(2)(B)(i).

20 54. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
21 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

22 **FOURTH CAUSE OF ACTION**

23 **PAGA CLAIM FOR**

24 **FAILURE TO INDEMNIFY/REIMBURSE BUSINESS EXPENSES**

25 **IN VIOLATION OF CAL. LAB. CODE SECTION 2802**

26 55. Plaintiff re-alleges and incorporates by reference the foregoing and subsequent allegations as
27 though set forth herein.

28 56. California Labor Code § 2802 requires employers to indemnify their employees for

1 expenses and losses incurred while discharging their duties or in obedience to the directions of their
2 employer. California Labor Code § 2804 mandates that this statutory right cannot be waived.

3 57. Plaintiff incurred losses in obedience to the directions of Defendants including but not limited
4 to vehicle-related expenses such as vehicle purchases and leases, fuel, insurance, and maintenance,
5 home office expenses, internet, fax machines, cell/home phone, computer, computer
6 repairs/upgrades/software, office space in her home, gas and electric, water, and other similar
7 expenses.

8 58. Upon information and belief, Defendants maintained no consistently followed policy of
9 reimbursement for such expenses.

10 59. Evidencing the above, Plaintiff was required to use a cellular phone in the discharge of her
11 duties and drove her vehicles two to three times per week, yet her final wage statements reflect far
12 too little in the way of expense reimbursement – i.e., Plaintiff Avillanoza’s wage statements reflect
13 only \$96.32 of expense reimbursement for the eight months of 2021.

14 60. As a direct result of Defendants' violations of California Labor Code § 2802, Plaintiff suffered
15 and continues to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies
16 owed, lost interest on monies owed, and attorneys' fees.

17 61. Defendants derived an unjust and inequitable economic benefit in failing to comply
18 with the law regarding indemnification and reimbursement of employees.

19 62. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
20 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

21 **FIFTH CAUSE OF ACTION**

22 **INDIVIDUAL AND PAGA CLAIM FOR**

23 **FAILURE TO PRODUCE PAY RECORDS**

24 63. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
25 previous and subsequent allegations in this complaint.

26 64. Under Labor Code § 226(c), “[a]n employer who receives a written or oral request to
27 inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former
28 employee shall comply with the request as soon as practicable, but no later than 21 calendar days

1 from the date of the request.”

2 65. Plaintiff Avillanoza sent record requests to Randstad on three separate occasions. The first
3 request was sent on March 24, 2022 by certified mail; the second request was sent by UPS with
4 delivery tracking, which shows a date delivered on July 5, 2022. The third request was sent on August
5 22, 2022 via express delivery and received on August 23, 2022.

6 66. Ranstad failed to timely produce the records it was required to under Labor Code §
7 226.

8 67. Ranstad produced no records at all until September 2, 2022, after this litigation was
9 filed, and then did not produce all records required.

10 68. Under Labor Code § 226(h), “[a]n employee may also bring an action for injunctive relief
11 to ensure compliance with this section, and is entitled to an award of costs and reasonable attorney’s
12 fees.”

13 69. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
14 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

15 **SIXTH CAUSE OF ACTION**

16 **PAGA CLAIM FOR**

17 **FAILURE TO PRODUCE PERSONNEL FILE**

18 70. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
19 previous and subsequent allegations in this complaint.

20 71. Under Labor Code § 1198.5, “[e]very current and former employee, or his or her
21 representative, has the right to inspect and receive a copy of the personnel records that the employer
22 maintains relating to the employee’s performance or to any grievance concerning the employee...
23 not later than 30 calendar days from the date the employer receives a written request...”

24 72. Plaintiff Avillanoza sent record requests to Randstad on three separate occasions. The first
25 request was sent on March 24, 2022 by certified mail; the second request was sent by UPS with
26 delivery tracking, which shows a date delivered on July 5, 2022. The third request was sent on August
27 22, 2022 via express delivery and received on August 23, 2022.

28 73. Ranstad failed to timely produce the records it was required to under Labor Code §

1 1198.5.

2 74. Ranstad produced no records at all until September 2, 2022, after this litigation was
3 filed, and then did not produce all records required.

4 75. Under Labor Code § 1198.5(l), "...[a] current or former employee may also bring an action
5 for injunctive relief to obtain compliance with this section, and may recover costs and reasonable
6 attorney's fees in such an action."

7 76. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
8 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

9 **SEVENTH CAUSE OF ACTION**

10 **PAGA CLAIM FOR FAILURE TO PRODUCE SIGNED INSTRUMENTS**

11 77. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
12 previous and subsequent allegations in this complaint.

13 78. If an employee or applicant signs any instrument relating to the obtaining or holding of
14 employment, he shall be given a copy of the instrument upon request.

15 79. Plaintiff Avillanoza sent record requests to Randstad on three separate occasions. The first
16 request was sent on March 24, 2022 by certified mail; the second request was sent by UPS with
17 delivery tracking, which shows a date delivered on July 5, 2022. The third request was sent on August
18 22, 2022 via express delivery and received on August 23, 2022.

19 80. To date, Ranstad has not produced the records it was required to under Labor Code §
20 432.

21 81. Plaintiff Avillanoza seeks injunctive relief in the form of an order that Ranstad fully
22 comply with its production obligations.

23 82. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
24 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

1 **EIGHTH CAUSE OF ACTION**

2 **PAGA CLAIM FOR RETALIATION (CAL. LABOR CODE§ 1102.5)**

3 **(BY PLAINTIFF)**

4 83. Plaintiff Avillanoza re-alleges and incorporates by reference each and every
5 allegation contained in the preceding and subsequent paragraphs as though fully set forth herein.

6 84. On Ms. Avillanoza's first day in the office, Taylor Lucero (hereafter, "Mr. Lucero"),
7 Ms. Avillanoza's direct supervisor, invited the "team" (the group of individuals with whom Ms.
8 Avillanoza worked) out for drinks.

9 85. During the second week Ms. Avillanoza was in the office, she was assigned to go on
10 sales calls with Mr. Lucero.

11 86. During the day, while Ms. Avillanoza was alone with Mr. Lucero while they were on
12 sales calls, Mr. Lucero began asking Ms. Avillanoza highly inappropriate questions.

13 87. Ms. Avillanoza is originally from Las Vegas, NV. Mr. Lucero began asking her a
14 series of questions about being from Las Vegas. He asked Ms. Avillanoza various questions about
15 her female friends. Eventually he asked Ms. Avillanoza which ones of her friends "got down." Ms.
16 Avillanoza asked Mr. Lucero what he was implying. Mr. Lucero responded by laughing, and said to
17 Ms. Avillanoza words to the effect of "hook me up with your friends."

18 88. It was clear Mr. Lucero was asking Ms. Avillanoza which ones of her friends were
19 sexually promiscuous and asking her to arrange an introduction for the purposes of facilitating sexual
20 relations between Mr. Lucero and Ms. Avillanoza's friends.

21 89. Thereafter, Mr. Lucero would encourage Ms. Avillanoza to book a flight to Las Vegas
22 where he apparently wanted Ms. Avillanoza to set him up with her friends. Mr. Lucero even went so
23 far as to send Ms. Avillanoza his flight information, apparently in the hopes that Ms. Avillanoza
24 would arrange to be in Las Vegas with him and facilitate the relations Mr. Lucero was hoping for.

25 90. On one occasion thereafter, Mr. Lucero walked by Ms. Avillanoza's desk where she
26 had her personal cell phone. Mr. Lucero grabbed it, picked it up and looked at the screen saver. The
27 screen saver was a photo of Ms. Avillanoza, her sister, and her friend. Mr. Lucero proceeded to
28 make inappropriate comments regarding Ms. Avillanoza and her companions, including asking

1 “who are these naughty girls?” Ms. Avillanoza asked Mr. Lucero to please not touch her personal
2 belongings.

3 91. On May 14, 2021, early in the day, some of Ms. Avillanoza’s coworkers were
4 discussing boats and the possibility of taking a boat out in San Diego. Ms. Avillanoza mentioned
5 that her boyfriend owned a boat. Mr. Lucero heard Ms. Avillanoza statement and immediately
6 began shouting that Ms. Avillanoza had a “sugar daddy” – meaning an older man who gave her
7 money or gifts in exchange for sexual favors.

8 92. Mr. Lucero was later conducting a Zoom meeting with a couple of Ms. Avillanoza’s
9 coworkers. Mr. Lucero loudly stated in the Zoom meeting that she had a “60-year-old sugar daddy.”

10 93. Mr. Lucero kept up with the remarks all day, making comments such as “you don’t
11 even have to work [because your sugar daddy supports you],” “I see how you roll, dirty girl,” and
12 “that’s why you lived in Vegas,” implying it was a town where she could attract a wealthy man who
13 would be generous financially in exchange for sexual favors.

14 94. Ms. Avillanoza thereafter called Mr. Lucero’s superiors to complain about the
15 harassment.

16 95. After she made complaints to Mr. Lucero’s superiors, Mr. Lucero no longer directed
17 harassing comments directly to Ms. Avillanoza. However, Mr. Lucero’s campaign of harassment
18 did not end, and he began to retaliate against Ms. Avillanoza.

19 96. For example, Mr. Lucero called in several of Ms. Avillanoza male coworkers to his
20 office and complained to them that Ms. Avillanoza had “accused” him of sexual harassment. Mr.
21 Lucero also continued to make derogatory comments to Ms. Avillanoza coworkers about Ms.
22 Avillanoza having sugar daddies in Las Vegas, telling Ms. Avillanoza’s coworkers things such as
23 “[Ms. Avillanoza] must love working out of the Las Vegas office with the older men.”

24 97. Mr. Lucero, with the initial harassment and the subsequent harassment and
25 retaliation made the office a miserable place for Ms. Avillanoza to go. She absolutely hated going to
26 the office.

27 98. Ultimately, Ms. Avillanoza was forced to quit due to being so unhappy at the office
28 as a result of Mr. Lucero’s conduct, including his retaliation against Ms. Avillanoza for complaining

1 about Mr. Lucero's conduct.

2 99. California Labor Code § 1102.5(b) provides:

3 "An employer, or any Person acting on behalf of the employer, shall not retaliate against an
4 employee for disclosing information, or because the employer believes that the employee
5 disclosed or may disclose information, to a government or law enforcement agency, to a
6 person with authority over the employee or another employee who has the authority to
7 investigate, discover, or correct the violation or noncompliance . . . if the employee has
8 reasonable cause to believe that the information discloses a violation of state or federal
9 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation,
10 regardless of whether disclosing the information is part of the employee's job duties."

11 100. At all times relevant herein, Ms. Avillanoza was an employee of Defendants. Ms.
12 Avillanoza disclosed information to Defendants and/or its employees that she reasonably believed
13 constituted violations of State or Federal laws, regulations and rules.

14 101. Ms. Avillanoza's disclosure of such information was a substantial motivating factor
15 in Defendants' decision to retaliate and discriminate against her in the terms and conditions of her
16 employment, as described herein.

17 102. As a direct, foreseeable, and proximate result of Defendants' conduct, Ms.
18 Avillanoza has sustained and continues to sustain substantial losses in earnings, employment
19 benefits, employment opportunities, and Ms. Avillanoza has suffered other economic losses in an
20 amount to be determined at time of trial.

21 103. As a further direct, foreseeable, and proximate result of Defendants' conduct, Ms.
22 Avillanoza has suffered and continues to suffer humiliation, emotional distress, loss of reputation,
23 and mental and physical pain and anguish.

24 104. Pursuant to Labor Code § 2699, *et seq.*, and on behalf of herself and the State of
25 California, Plaintiff seeks civil penalties for the retaliation she suffered from Mr. Lucero in violation
26 of Labor Code Section 1102.5, among other sections of the California Labor Code, the exact amount
27 of the applicable penalties to be established according to proof at trial. Plaintiff also seeks attorney
28 fees and costs.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff pray for the following relief against Defendants, jointly and severally,
3 and judgment against Defendants as follows:

- 4 1. For penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of Plaintiff and the State
5 of California;
6 2. Attorney fees;
7 3. Costs
8 4. A determination that Plaintiff is an aggrieved employee.

9 Dated: February 8, 2024

The Law Office of Ian Pancer

10
11 By: Ian Pancer

12 Ian Pancer, Esq.

13 Attorneys for Plaintiff
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To ensure your demand is processed promptly, please file online at www.adr.org/support. Complete this form, provide last known email addresses and include a copy of the Arbitration Agreement, Plan or Contract.

Parties (Claimant)

Name of Claimant: Dimetrieze Walker

Address: c/o Pancer Law Corporation 105 West F St. #400

City: San Diego

State: California



Zip Code: 92101

Phone No.: 619 955 6644

Email Address: ian@sandiegolegal.net

Representative's Name (if known): Ian Pancer

Firm (if applicable): Pancer Law Corporation

Representative's Address: 105 West F St. #400

City: San Diego

State: California



Zip Code: 92101

Phone No.: 619 955 6644

Email Address: ian@sandiegolegal.net**Parties (Respondent)**

Name of Respondent: Randstad General Partner (US) LLC

Address: c/o Kabat Chapman & Ozmer LLP 333 S. Grand Ave. Suite 2225

City: Los Angeles

State: California

Zip Code: 90071

Phone No.: 213 493 3980

Email Address: nchapman@kcozlaw.com

Representative's Name (if known): Nathan Chapman, Esq.

Firm (if applicable): Kabat Chapman & Ozmer LLP

Representative's Address: 333 S. Grand Ave. Suite 2225

City: Los Angeles

State: California

Zip Code: 90071

Phone No.: 213 493 3980

Email Address: nchapman@kcozlaw.com**Mediation:** If you would like the AAA to contact the other parties and attempt to arrange mediation, please check this box ☐.Claim: What was/is the employee/worker's annual wage range? ☒ Less than \$100,000 ☐ \$100,000-\$250,000 ☐ Over \$250,000
Note: This question is required by California law.

Amount of Claim:

Claim involves: ☒ Statutorily Protected Rights ☐ Non-Statutorily Protected Rights

In detail, please describe the nature of each claim. You may attach additional pages if necessary:

See attached Arbitration Complaint



Other Relief Sought: ☒ Attorneys Fees ☐ Interest ☒ Arbitration Costs ☐ Punitive/ Exemplary
☐ Other:

Please describe the qualifications for arbitrator(s) to hear this dispute:

Hearing: Estimated time needed for hearings overall: _____ hours or 5 _____ days

Hearing Locale: San Diego, California

(check one) ☐ Requested by Claimant ☐ Locale provision included in the contract

Filing Fee requirement or \$350 (max amount per AAA)

Filing by Company: ☐ \$2,450 single arbitrator ☐ \$3,050 three arbitrator panel

Notice: To begin proceedings, **please file online at www.adr.org/fileonline**. You will need to upload a copy of this Demand and the Arbitration Agreement, and pay the appropriate fee.

Signature (may be signed by a representative):

Date:

February 8, 2024

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. Only those disputes arising out of employer plans are included in the consumer definition. If you believe that you meet these requirements, you must submit to the AAA a declaration under oath regarding your monthly income and the number of persons in your household. Please contact the AAA's Western Case Management Center at 1-800-778-7879. If you have any questions regarding the waiver of administrative fees, AAA Customer Service can be reached at 1-800-778-7879. Please visit our website at www.adr.org/support to file this case online.

Ian Pancer (SBN 246600)
Pancer Law Corporation
105 West F Street, Suite 400
San Diego, California 92101
Phone: (619) 955-6644
Facsimile: (619) 374-7410

Attorneys for Plaintiff DIMETRIEZE
WALKER

AMERICAN ARBITRATION ASSOCIATION

COUNTY OF SAN DIEGO

DIMETRIEZE WALKER,

Case No.:

Plaintiff,

ARBITRATION COMPLAINT

V.

- 1. PAGA Claim for Failure To Pay Wages And Waiting Time Penalties**
- 2. PAGA Claim for Failure To Provide Rest Periods, Pay Rest Period Premium Pay, And Pay Waiting Time Penalties**
- 3. PAGA Claim For Violation Of Labor Code § 226**
- 4. PAGA Claim For Failure to Indemnify/Reimburse Expenses**

RANDSTAD GENERAL PARTNER (US) LLC,
a Delaware limited liability company,

Defendants

1 Plaintiff DIMETRIEZE WALKER (“Plaintiff” or “Mr. Walker”) alleges the following:

2 1. Plaintiff brings this action on his behalf and as a representative of the State of California
3 under the Private Attorneys General Act (“PAGA”) seeking civil penalties for his individual PAGA
4 claims, reasonable attorneys’ fees, and costs.

5 **PARTIES**

6 2. Plaintiff is an individual over the age of 18 and a resident of the State of California.

7 3. Randstad General Partner (US) LLC. (hereafter, “Randstad”) is a Delaware limited liability
8 company doing business in the County of San Diego, California.

9 4. The true names and capacities, whether individual, corporate, associate, or otherwise of the
10 Defendants named herein as DOES 1 through 50, are unknown to Plaintiff at this time. Plaintiff
11 therefore sues said Defendants by such fictitious names pursuant to § 474 of the California Code of
12 Civil Procedure. Plaintiff will seek leave to amend this Complaint to allege the true names and
13 capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiff is informed
14 and believes, and based thereon alleges, that each of the DOE Defendants is in some manner liable
15 to Plaintiff for the events and actions alleged herein.

16 5. The term “all Defendants” and “each Defendant,” as used herein, shall refer to all of the
17 named Defendants as well as DOES 1 through 50, collectively.

18 6. Plaintiff is informed and believes, and based thereon alleges, that at all times relevant herein
19 each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego
20 for each of the other Defendants, and each was a co-conspirator with respect to the acts and the
21 wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection
22 with the conspiracy and in proximate connection with the other Defendants.

23 7. Plaintiff is informed and believes, and based thereon alleges, that each Defendant was
24 acting partly within and partly without the scope and course of their employment, and was acting
25 with the knowledge, permission, consent, and ratification of every other Defendant.

26 8. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
27 was an agent, officer, director, managing general partner, managing member, owner, co-owner,
28 partner, employee, and/or representative of each of the Defendants, and were at all times material

1 hereto, acting within the purpose and scope of such agency, employment, contract and/or
2 representation, and that each of them are jointly and severally liable to Plaintiff for the acts alleged
3 herein

4 9. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
5 are liable to Plaintiff under legal theories and doctrines including but not limited to (1) joint
6 employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set
7 forth below.

8 10. Plaintiff is informed and believes, and based thereon alleges, that all Defendants are part of
9 an integrated enterprise and have acted or currently act as the employer and/or joint employer of
10 Plaintiff, making each of them liable for the violations alleged herein.

11 11. All causes of action alleged in this Arbitration Complaint are alleged by Plaintiff, on behalf
12 of himself and as a representative of the State of California, against all Defendants, both named and
13 fictitious.

14 **FACTS COMMON TO ALL CAUSES OF ACTION**

15 12. Randstad is in the business of recruiting individuals seeking employment and contracting with
16 clients or customers to supply workers to perform services for the clients or customers.

17 13. In other words, Randstad is a staffing company.

18 14. Randstad requires its employees to undergo training online through a system it refers to as
19 "Randstad University."

20 15. Plaintiff was employed as a non-exempt, hourly-paid employee, with job title
21 "Staffing Manager." Mr. Walker was in this position from from March 2021 through approximately
22 the beginning of September 2021.

23 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

24 16. Plaintiff sent the required notice advising the Labor Workforce Development Agency
25 (LWDA) and Defendant of the specific sections of the California Labor Code Defendants violated
26 and continue to violate.

27 17. The Causes of Action alleged herein are appropriately suited for a Representative
28 Action under PAGA (Labor Code § 2698, et seq.) because:

- a. This action alleges violations of California Labor Code provisions that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;
- b. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the Labor Code violations alleged on this Complaint committed against her; and
- c. Plaintiff has satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES AND WAITING TIME PENALTIES

Labor Code 201, 202, 203, 204, and 510 et seq.

18. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as though fully set forth herein.

19. Labor Code Section 204 codifies an employee's right to be paid wages and the time within which wages must be paid.

20. Plaintiff was required to undergo training off-the-clock through the Randstad University online training system.

21. When Plaintiff participated in training he was subject to the control of Randstad and the training time was compensable.

22. Rather than allow Plaintiff to participate in training through Randstad University at work, while on the clock, Randstad required Plaintiff to participate in training through Randstad University on his own time, including on weekends.

23. Randstad failed to pay Plaintiff for his training time.

24. Labor Code Sections 201 and 202 place requirements on an employer to pay wages within a limited period of time upon termination of employment.

25. Labor Code Section 203 provides for the imposition of penalties on an employer who fails to pay wages on termination of employment, in violation of Labor Code Sections 201 and 202.

1 26. The PAGA provides for the imposition of penalties on an employer who fails to pay wages
2 on termination of employment, in violation of Labor Code Sections 201, 202 and 203, and who fails
3 to pay the waiting time penalty, when owed, in violation of Labor Code Section 203.

4 27. Plaintiff's employment ceased without payment of the full amount of wages due in the time
5 specified by Labor Code Sections 201 and 202.

6 28. Randstad is subject to PAGA penalties due to its failure to pay wages owing for training time,
7 and its failure to pay waiting time penalties for wages that were owed at the termination of
8 employment or within 72 hours thereof. Indeed, waiting time penalties, and the associated PAGA
9 penalties for failure to pay the waiting time penalties, continued accruing until at least 30 days, if not
10 30 days plus 72 hours, from the termination of Plaintiff's employment, which terminated on
11 approximately the beginning of September 2021.

12 29. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
13 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE REST PERIODS, PAY REST PERIOD PREMIUM PAY,**
16 **AND PAY WAITING TIME PENALTIES**

17 **Labor Code 201, 202, 203, 204, and 510 et seq.**

18 30. Lab. Code § 226.7 provides that no employer shall require an employee to work during any
19 rest period mandated by an applicable order of the IWC.

20 31. The applicable Wage Order provides that "[e]very employer shall authorize and permit all
21 employees to take rest periods, which insofar as practicable shall be in the middle of each work
22 period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten
23 (10) minutes net rest time per four (4) hours or major fraction thereof' unless the total daily work
24 time is less than three and one-half (3½) hours.

25 32. Randstad willfully required Plaintiff to work four (4) or more hours without authorizing or
26 permitting ten (10) minute rest periods per each four (4) hour period worked.

27 33. Specifically, Plaintiff never had a "duty-free" rest period.
28

1 34. Furthermore, any period of rest provided to Plaintiff was not timely, nor was it provided for
2 the full ten minutes required.

3 35. Pursuant to Lab. Code Section 226.7, Randstad was required to pay Plaintiff premium pay as
4 a result of the deprivation of rest periods.

5 36. Labor Code Sections 201 and 202 place requirements on an employer to pay wages, including
6 rest period premium pay, within a limited period of time upon termination of employment.

7 37. Labor Code Section 203 provides for the imposition of penalties on an employer who fails to
8 pay wages, including rest period premium pay in the time prescribed by Labor Code Sections 201
9 and 202.

10 38. The PAGA provides for the imposition of penalties on an employer who fails to pay wages
11 on termination of employment, in violation of Labor Code Sections 201, 202 and 203, and who fails
12 to pay the waiting time penalty, when owed, in violation of Labor Code Section 203.

13 39. Randstad is subject to PAGA penalties due to its failure to provide rest periods or pay rest
14 period premium pay to Plaintiff upon termination of employment or within 72 hours thereof, as
15 required by Labor Code Sections 201, 202, and 203.

16 40. Furthermore, pursuant to Labor Code Section 203, Randstad became obligated to pay Plaintiff
17 waiting time penalties as a result of Randstad's initial and continuing failure to pay monies owing for
18 rest period premium pay to Plaintiff upon termination of employment or within 72 hours thereof.

19 41. Randstad is further subject to PAGA penalties for its failure to pay the waiting time penalty
20 as required by Labor Code Section 203. Indeed, PAGA penalties for failure to pay the waiting time
21 penalty continued accruing until at least 30 days, if not 30 days plus 72 hours, from the termination
22 of Plaintiff's employment, which terminated on approximately the beginning of September 2021.

23 42. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
24 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

1 **THIRD CAUSE OF ACTION**

2 **PAGA CLAIM FOR VIOLATION OF LABOR CODE § 226**

3 43. Plaintiff re-alleges and incorporates by reference the preceding and subsequent paragraphs as
4 though fully set forth herein.

5 44. Pursuant to Lab. Code § 226(a)(1)-(9), employers must issue wage statements to their
6 employees that accurately include 9 distinct pieces of information. The failure to comply with
7 just one of these 9 requirements triggers an employer's liability for statutory damages pursuant to
8 Lab. Code § 226(e).

9 45. Randstad failed in its affirmative obligation to provide accurate itemized wage
10 statements to Plaintiff, in violation of Labor Code section 226. Plaintiff was not issued wage
11 statements "as a detachable part of the check, draft, or voucher paying the employee's wages." That
12 is to say, Plaintiff was not issued wage statements at all, as any wage statements were only made
13 available to download online.

14 46. Additionally, the online wage statements for Plaintiff were inconsistent with each other and
15 do not accurately set forth the information required by Labor Code Section 226(a)(1), (2), (5), (6),
16 and (9). More particularly, but not by way of limitation, Plaintiff believes that the errors in his wage
17 statements may stem, in part, from a policy of paying Plaintiff a fixed sum for one pay period –
18 regardless of the hours worked - and truing up the amount the following pay period, in an alternating
19 fashion. By making payment of a fixed sum every other pay period, rather than paying based on the
20 actual number of hours worked, Plaintiff's pay statements were necessarily incorrect as to gross
21 wages, net wages, total hours worked, hours worked at each hourly rate, deductions, and the
22 applicable dates included in the pay period.

23 47. Plaintiff is not able to promptly and easily determine from the wage statement alone the
24 information listed in, *inter alia*, Lab. Code § 226(e)(2)(B)(i).

25 48. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
26 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

1 **FOURTH CAUSE OF ACTION**

2 **PAGA CLAIM FOR**

3 **FAILURE TO INDEMNIFY/REIMBURSE BUSINESS EXPENSES**

4 **IN VIOLATION OF CAL. LAB. CODE SECTION 2802**

5 49. Plaintiff re-alleges and incorporates by reference the foregoing and subsequent allegations as
6 though set forth herein.

7 50. California Labor Code § 2802 requires employers to indemnify their employees for
8 expenses and losses incurred while discharging their duties or in obedience to the directions of their
9 employer. California Labor Code § 2804 mandates that this statutory right cannot be waived.

10 51. Plaintiff incurred losses in obedience to the directions of Defendants including but not limited
11 to vehicle-related expenses such as vehicle purchases and leases, fuel, insurance, and maintenance,
12 home office expenses, internet, fax machines, cell/home phone, computer, computer
13 repairs/upgrades/software, office space in his home, gas and electric, water, and other similar
14 expenses.

15 52. Upon information and belief, Defendants maintained no consistently followed policy of
16 reimbursement for such expenses and did not reimburse all such expenses to Plaintiff.

17 53. As a direct result of Defendants' violations of California Labor Code § 2802, Plaintiff suffered
18 and continues to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies
19 owed, lost interest on monies owed, and attorneys' fees.

20 54. Defendants derived an unjust and inequitable economic benefit in failing to comply
21 with the law regarding indemnification and reimbursement of employees.

22 55. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks maximum penalties under the PAGA
23 in an amount according to proof at trial. Plaintiff also seeks attorney fees and costs.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff pray for the following relief against Defendants, jointly and severally,
26 and judgment against Defendants as follows:

27 1. For penalties pursuant to Cal. Lab. Code Section 2699, *et seq.* on behalf of Plaintiff and the State
28 of California;

1 2. Attorney fees;

2 3. Costs

3 4. A determination that Plaintiff is an aggrieved employee.

4 Dated: February 8, 2024

The Law Office of Ian Pancer

6 By: Ian Pancer

7 Ian Pancer, Esq.

8 Attorneys for Plaintiff