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and on behalf of all others similarly situated.

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Superior Court of California,
County of Alameda
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MATTHEW LANE, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

FERGUSON ENTERPRISES, LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. **22CV020738**

COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiff Matthew Lane, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Matthew Lane (“Plaintiff”) brings this representative action pursuant to
5 the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against defendants
6 Ferguson Enterprises, LLC, and DOES 1 through 20, inclusive (collectively, “Defendants”), on
7 Plaintiff’s own behalf and on behalf of California citizens who are and were employed by
8 Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) issuing wages through payment cards with fees required to obtain cash;
- 18 (c) failing to provide lawful meal periods or compensation in lieu thereof;
- 19 (d) failing to authorize or permit lawful rest breaks or provide compensation
20 in lieu thereof;
- 21 (e) failing to reimburse necessary business-related costs;
- 22 (f) failing to provide accurate itemized wage statements;
- 23 (g) failing to pay wages timely during employment; and
- 24 (h) failing to pay all wages due upon separation of employment.

25 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
26 others similarly situated in California to recover, civil penalties, attorneys’ fees, and costs
27 pursuant to Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 225.5, 226, 226.3, 226.7, 227.3,
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1 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, 2698, *et seq.*, and Code
2 of California Civil Procedure § 1021.5.

3 **JURISDICTION AND VENUE**

4 6. The monetary damages sought by Plaintiff exceed the minimal jurisdictional
5 limits of the Superior Court and will be established according to proof at trial.

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

10 8. This Court has jurisdiction over all Defendants because, upon information and
11 belief, they are citizens of California, have sufficient minimum contacts in California, or
12 otherwise intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play and
14 substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants
16 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
17 took place in this county.

18 **THE PARTIES**

19 10. Plaintiff is a resident of California and worked for Defendants during the relevant
20 time periods as alleged herein.

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

25 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
26 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
27 Complaint and serve such fictitiously named defendants once their names and capacities become
28 known.

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

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the aggrieved employees.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

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

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

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 California residents as non-exempt employees throughout California at Defendants' California
24 business location(s).

25 19. Defendants continue to employ non-exempt employees within California.

26 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
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1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Aggrieved employees were entitled to receive wages for all
5 time worked (including minimum wages and overtime wages) and that they were not receiving
6 all wages earned for work that was required to be performed. In violation of the Labor Code and
7 IWC Wage Orders, Plaintiff and Aggrieved employees were not paid all wages (including
8 minimum wages and overtime wages) for all hours worked at the correct rate and within the
9 correct time.

10 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and Aggrieved employees were entitled to receive wages in a
12 medium negotiable and payable in cash, on demand, without discount. In violation of the Labor
13 Code and IWC Wage Orders, Plaintiff and Aggrieved employees were paid through payment
14 cards that charged fees for obtaining cash

15 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and Aggrieved employees were entitled to receive all required
17 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
18 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
19 violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees did not
20 receive all meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
21 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

22 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and Aggrieved employees were entitled to receive all rest
24 breaks or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees'
25 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
26 Code and IWC Wage Orders, Plaintiff and Aggrieved employees did not receive all rest breaks
27 or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees' regular rate
28 of pay when a rest break was missed, late, or interrupted.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and Aggrieved employees were entitled to reimbursement
3 and/or indemnification for all necessary business expenditures or losses as a direct consequence
4 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
5 of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees incurred necessary
6 business expenses or losses, but were not reimbursed nor indemnified of such expenses or losses
7 that were incurred as a direct consequence of the discharge of their duties, or of their obedience
8 to the directions of Defendants.

9 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and Aggrieved employees were entitled to receive itemized
11 wage statements that accurately showed the following information pursuant to the Labor Code:
12 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
13 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
14 deductions, provided that all deductions made on written orders of the employee may be
15 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
16 which the employee is paid; (7) the name of the employee and only the last four digits of his or
17 her social security number or an employee identification number other than a social security
18 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at
20 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Aggrieved
21 employees were not provided with accurate itemized wage statements.

22 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that the aggrieved employees were entitled to timely payment of wages due
24 upon separation of employment. In violation of the Labor Code, the aggrieved employees did not
25 receive payment of all wages within the permissible time periods.

26 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known they had a duty to compensate Plaintiff and Aggrieved employees, and
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1 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
2 intentionally failed to do so in order to increase Defendants' profits.

3 29. Therefore, Plaintiff brings this lawsuit seeking attorneys' fees, civil penalties, and
4 costs.

5 **FIRST CAUSE OF ACTION**

6 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

7 30. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
8 as though fully set forth herein.

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

15 32. For all provisions of the Labor Code except those for which a civil penalty is
16 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
17 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
18 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
19 period in which Defendants violated these provisions of the Labor Code.

20 33. Defendants' conduct violates numerous Wage Order and Labor Code sections,
21 including, but not limited to, the following:

- 22 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 227.3, 510, 1182.12,
23 1194, 1197, and 1198 for failure to timely pay all earned wages
24 (including minimum wage, regular wages, vacation pay, and overtime
25 wages) owed to Plaintiff and other aggrieved employees during
26 employment and upon separation of employment as herein alleged;

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- b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- c. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- d. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees;
- f. violation of Labor Code §§ 212 and 213 for paying wages on a payment card that charges fees for obtaining cash; and
- g. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

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

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

36. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

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

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1. For civil penalties;
2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698 *et seq.*; and
3. For such other relief as the Court deems just and proper.

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