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and on behalf of all others similarly situated.

ELECTRONICALLY

FILED

*Superior Court of California,
County of San Francisco*

12/29/2022

Clerk of the Court

BY: JEFFREY FLORES

Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

RAYMOND REED, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

THE SAN FRANCISCO BAR PILOTS;
and DOES 1 through 20, inclusive,

Defendants.

Case No.

CGC-22-603712

**COMPLAINT FOR ENFORCEMENT OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (CAL. LAB. CODE §§ 2698, EQ.
SEQ.)**

1 Plaintiff Raymond Reed, individually and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Raymond Reed (“Plaintiff”) brings this brings this representative action
5 pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against
6 defendants The San Francisco Bar Pilots, and DOES 1 through 20, inclusive (collectively,
7 “Defendants”), on behalf of himself and on behalf of other aggrieved employees who are and
8 were employed by 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) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment;
- 23 (g) failing to pay wages to piece-rate workers for non-productive time or
24 time spent in rest breaks and/or recovery periods; and
- 25 (h) failing to pay all wages due upon separation of employment.

26 5. Plaintiff is informed and believes, and thereon alleges, that Defendants violated
27 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.7, 510, 512, 1182.12, 1194, 1194.2,
28 1197, 1198, 2800, and 2802 and all applicable Wage Orders and other applicable laws.

6. Plaintiff brings this representative action against Defendants on behalf of himself and other aggrieved employees to recover, among other things, civil penalties, attorney's fees, and costs and expenses pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA")

JURISDICTION AND VENUE

7. This is a representative action pursuant to PAGA. The civil penalties sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

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

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

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

THE PARTIES

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

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

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

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

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

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

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

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

25 **GENERAL ALLEGATIONS**

26 19. At all relevant times mentioned herein, Defendants employed Plaintiff and other
27 California residents as non-exempt employees or piece rate employees throughout California at
28 Defendants' California business location(s).

1 20. Defendants continue to employ non-exempt employees and piece rate employees
2 within California.

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

7 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and Class Members were entitled to receive wages for all time
9 worked (including minimum wages and overtime wages) and that they were not receiving all
10 wages earned for work that was required to be performed. In violation of the Labor Code and
11 IWC Wage Orders, Plaintiff and aggrieved employees were not paid all wages (including
12 minimum wages and overtime wages) for all hours worked at the correct rate and within the
13 correct time. Further Defendants failed to properly calculate the overtime rate owed to Plaintiff
14 and aggrieved employees due to failure to properly include bonuses, and/or piece rate.

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
21 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal
22 period.

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

1 of pay when a rest break was missed, late, or interrupted.

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

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

23 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known they had a duty to separately compensate Plaintiff and aggrieved employees
25 who were piece-rate workers for time spent on non-productive tasks and during rest breaks. In
26 violation of the Labor Code, Defendants did not pay piece-rate workers separately for time
27 spent on non-productive tasks and during rest breaks.

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

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

FIRST CAUSE OF ACTION

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

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

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

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

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

a. violation of Labor Code §§ 201-203, 204, 210, 226.2, 510, 1194, 1194.2, 1197, and 1198 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Plaintiff and other

1 aggrieved employees during employment and upon separation of
2 employment as herein alleged;

3 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
4 periods to Plaintiff and other aggrieved employees and failure to pay
5 premium wages for missed meal periods as herein alleged;

6 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
7 Plaintiff and other aggrieved employees and failure to pay premium
8 wages for missed rest periods as herein alleged;

9 d. violation of Labor Code § 226 and 226.2 for failure to provide accurate
10 itemized wage statements to Plaintiff and other aggrieved employees as
11 herein alleged;

12 e. violation of Labor Code § 226.2 for failure to pay Plaintiff and other
13 aggrieved employees all wages for time spent in rest periods;

14 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
15 Plaintiff and aggrieved employees for necessary business related
16 expenses; and

17 g. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
18 accurate and complete records showing, among other things, the hours
19 worked daily by and the wages paid to aggrieved employees.

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

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

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

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

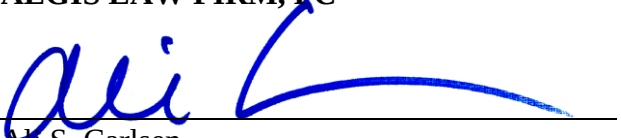
3 **PRAYER FOR RELIEF**

4 Plaintiff, on his own behalf and on behalf of all other aggrieved employees, prays for
5 relief and judgment against Defendants, jointly and severally, as follows:

- 6 1. For civil penalties against Defendants on behalf of all aggrieved employees;
7 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
8 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
9 2698, *et seq.*; and
10 3. For such other relief as the Court deems just and proper
11

12 Dated: December 29, 2022

AEGIS LAW FIRM, PC

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14 By: 

Ali S. Carlsen

Attorneys for Plaintiff Raymond Reed
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