

1 **MANAHAN O'DELL LLP**
2 Amanda E. Manahan (SBN 199197)
3 amanahan@manahanodell.com
4 Shaheen Anthony Etemadi (SBN 319138)
5 setemadi@manahanodell.com
6 7700 Irvine Center Drive, Suite 180
7 Irvine, California 92618
8 Tel: (949) 799-8002

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/05/2025 3:48 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Sam, Deputy Clerk

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

10 SEAN FENNING, individually and on behalf of
11 all other aggrieved employees,

12 Plaintiff,

13 v.

14 KROLL, LLC; and DOES 1 through 10,
15 inclusive,

16 Defendants.
17 ,
18
19
20
21
22
23
24
25
26
27
28

Case No. **25SMCV04005**

**REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL PENALTIES
AND INJUNCTIVE RELIEF UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

**REQUEST FOR PUBLIC INJUNCTIVE
RELIEF**

1 Plaintiff SEAN FENNING (“Plaintiff”), individually and on behalf of all other aggrieved
2 employees, hereby brings this individual and representative action Complaint against KROLL, LLC
3 and DOES 1 through 10 inclusive (collectively, “Defendants” or “Kroll”), and hereby alleges with
4 knowledge with respect to his own acts and on information and belief as to other matters as follows:

5 **INTRODUCTION**

6 1. Kroll is a financial and risk advisory firm established in 1932. Kroll maintains three
7 California offices in Los Angeles, San Francisco, and Sunnyvale.

8 2. Plaintiff brings this action on behalf of himself and all other current and former
9 employees of Defendants employed in California during the PAGA Period, including exempt, non-
10 exempt, and/or misclassified employees (collectively, “Aggrieved Employees”). The term “PAGA
11 Period” is defined as commencing from one year prior to the submission of Plaintiff’s notice of Labor
12 Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendants
13 through the date of final judgment.

14 3. During the PAGA Period, Kroll employed Plaintiff as a fully remote field appraiser.
15 Plaintiff’s job duties included processing data he obtained from the field and evaluating buildings.
16 Kroll incorrectly classified Plaintiff and other Aggrieved Employees as “exempt” when they are
17 actually “nonexempt.” On information and belief, Kroll erroneously applied the “administrative” and
18 “professional” exemptions to Plaintiff and other Aggrieved Employees. Kroll’s misclassification of
19 Plaintiff and other Aggrieved Employees deprived these employees of their legally required pay, meal
20 breaks, rest breaks, and other protections.

21 4. This representative action is brought under, *inter alia*, the California Industrial Welfare
22 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations,
23 California Code of Civil Procedure § 1021.5, and Labor Code §§ 201, 202, 203, 204, 206, 210, 221,
24 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
25 1198, 1199, 2800, 2802, and 2804.

26 5. Defendants have engaged in a systematic pattern of wage and hour violations under the
27 Labor Code. During the PAGA Period, Defendants maintained a consistent practice and policy of
28 violating state wage and hour laws by, among other things, failing to timely pay all wages, failing to

1 provide compliant meal periods or compensation in lieu thereof, failing to provide compliant rest
2 periods or compensation in lieu thereof, failing to reimburse necessary business expenditures, failing
3 to timely pay all wages due upon separation of employment, failing to provide accurate itemized wage
4 statements, and failing to maintain accurate records.

5 6. Accordingly, Plaintiff brings this individual and representative action for recovery of
6 civil penalties and injunctive relief under Labor Code §§ 2698 *et seq.*

7 **JURISDICTION AND VENUE**

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

13 8. Venue in this County is proper under California Code of Civil Procedure § 395.5
14 because a substantial part of Defendants' unlawful conduct, acts, and omissions alleged in this
15 Complaint occurred in this County, Defendants conduct substantial business in this County, and/or
16 Defendants' liability arose in this County.

17 **PARTIES**

18 9. Plaintiff is an individual over the age of eighteen (18). Within the statute of limitations
19 periods applicable to the only cause of action pled in this Complaint, Plaintiff was employed by
20 Defendants as an "exempt" employee when he was actually "non-exempt."

21 10. Defendant Kroll, LLC is a Delaware limited liability company. Kroll, LLC is, and at
22 all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is
23 informed, believes, and thereon alleges that the practices and policies Kroll, LLC that are complained
24 of by way of this Complaint were implemented during the PAGA Period.

25 11. Plaintiff does not know the true names or capacities, whether individual, partner, or
26 corporate, of the defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said
27 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to further
28 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and

1 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
2 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and
3 proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
4 employment practices, wrongs, injuries and damages complained of herein.

5 12. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
6 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

7 13. At all relevant times, each of said Defendants participated in the doing of the acts
8 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and
9 each of them, were the agents, servants, and employees of each and every one of the other Defendants,
10 as well as the agents of all Defendants, and at all times herein mentioned were acting within the course
11 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
12 and/or otherwise ratified each and every one of the acts or omissions complained of in this Complaint.

13 14. At all times mentioned herein, Defendants, and each of them, were members of and
14 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
15 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
16 that all Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

17 **GENERAL ALLEGATIONS**

18 15. Defendants have consistently maintained and enforced unlawful employment practices
19 and policies against Plaintiff and other Aggrieved Employees which violate the Labor Code and IWC
20 Wage Orders.

21 16. **Unpaid Wages:** During the PAGA Period, Defendants failed to pay Plaintiff and other
22 Aggrieved Employees minimum, regular, overtime, and/or double time wages for all hours worked at
23 the legally mandated rates. During the PAGA Period, Plaintiff and other Aggrieved Employees
24 regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per
25 workweek. During the PAGA Period, Defendants required Plaintiff and other Aggrieved Employees
26 to complete work-related tasks off the clock, including communicating with Defendants and working
27 through meal periods. Specifically, Plaintiff was required to be on-call and ready to respond to any
28 work-related communications each day he worked for Defendants. Furthermore, on information and

1 belief, Plaintiff and other aggrieved employees received non-discretionary bonuses during the PAGA
2 Period, but Defendants failed to accurately calculate the employees' regular rate of pay by, among
3 other things, failing to include a remuneration when calculating the rate of pay for overtime, double
4 time, meal and rest period premiums, and sick pay. Accordingly, Defendants failed to pay Plaintiff
5 and other Aggrieved Employees the proper minimum, regular, overtime, and/or double time wages for
6 all hours worked, and sick pay, in violation of Labor Code §§ 204, 206, 210, 227.3, 246, 510, 558,
7 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage Orders and California Code of
8 Regulations.

9 17. **Meal Period Violations:** During the PAGA Period, Defendants failed to authorize and
10 permit and/or make available to Plaintiff and other Aggrieved Employees timely off-duty 30-minute
11 meal periods within the appropriate time intervals required by Labor Code § 512 and § 11 of the
12 applicable IWC Wage Order(s). Specifically, Plaintiff and other Aggrieved Employees frequently had
13 their meal periods shortened, interrupted, late, and/or missed altogether due to Defendants'
14 policies/practices, including understaffing and prioritizing work demands over taking compliant
15 breaks (such as having to be on-call and ready to respond to any work-related communications). In
16 addition, Plaintiff and other Aggrieved Employees were required to carry a communication device
17 during their purported meal periods. Defendants also failed to provide Plaintiff and other Aggrieved
18 Employees with the ability to record their meal periods. Defendants failed to authorize and permit
19 and/or make available to aggrieved employees timely, uninterrupted off-duty meal periods for at least
20 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to
21 compensate Plaintiff and other Aggrieved Employees with an additional hour of pay at their regular
22 rate of pay for every day in which they were denied a compliant meal period, in violation of Labor
23 Code §§ 226.7 and 512, and the applicable IWC Wage Orders.

24 18. **Rest Period Violations:** During the PAGA Period, Defendants failed to authorize and
25 permit and/or make available ten-minute rest periods for every four (4) hours or major fraction thereof
26 worked. Defendants failed to implement a compliant rest break policy and/or practice, and failed to
27 provide uninterrupted, off-duty 10-minute rest breaks. Plaintiff and other Aggrieved Employees
28 regularly missed their rest breaks or had them interrupted or governed by Defendants' practices and

1 policies. For example, Plaintiff and other Aggrieved Employees were required to carry a
2 communication device during their purported rest periods. Notwithstanding the above rest break
3 violations, Defendants failed to compensate Plaintiff and other Aggrieved Employees with an
4 additional hour of pay at their regular rate of pay for every day in which they suffered a rest period
5 violation. Accordingly, Defendants violated Labor Code § 226.7 and the applicable IWC Wage
6 Orders.

7 19. **Failure to Reimburse Necessary Business Expenses:** During the PAGA Period,
8 Defendants failed to reimburse Plaintiff and other Aggrieved Employees for all reasonable and
9 necessary work expenditures incurred for Defendants' benefit. For example, Plaintiff and other
10 Aggrieved Employees who worked remotely were required to use their own home internet service and
11 electricity in the discharge of their job duties without any reimbursement. Accordingly, Defendants
12 violated Labor Code §§ 2800, 2802, and 2804.

13 20. **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and
14 other Aggrieved Employees who separated from their employment with Defendants during the
15 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,
16 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation
17 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, including
18 minimum wages and premium pay.

19 21. **Wage Statement Violations:** Defendants knew or should have known that Plaintiff
20 and other Aggrieved Employees were entitled to receive complete and accurate wage statements. In
21 violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were
22 not furnished with complete and accurate wage statements that show all information required by Labor
23 Code §§ 226 *et seq.*, including, but not limited to, the gross and net wages earned, the total hours
24 worked, all applicable hourly rates in effect during the pay period, and the corresponding number of
25 hours worked at each hourly rate.

26 22. **Failure to Keep Accurate Records:** Defendants knew or should have known that
27 Defendants were required to keep accurate records of the hours worked by Plaintiff and other
28 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records

1 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,
2 and/or omissions described throughout this Complaint. For example, Defendants failed to provide
3 Plaintiff and other Aggrieved Employees with the ability to record their meal periods.

4 23. Defendants' conduct, acts, and/or omissions described throughout this Complaint were
5 willful.

6 **FIRST CAUSE OF ACTION**

7 **Civil Penalties and Injunctive Relief Under PAGA (Labor Code §§ 2698, *et seq.*)**

8 **(Against All Defendants)**

9 24. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though
10 fully set forth herein.

11 25. On May 30, 2025, Plaintiff notified Defendants, via certified mail, and the California
12 Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of
13 the California Labor Code and Plaintiff's intent to bring a claim for injunctive relief and civil penalties
14 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code
15 identified in this Complaint. Now that sixty-five days have passed from Plaintiff notifying Defendants
16 of these violations, Plaintiff has exhausted the administrative requirements for bringing a claim under
17 the Private Attorneys General Act with respect to the violations alleged in this Complaint.

18 26. Defendants have committed several Labor Code violations against Plaintiff and other
19 Aggrieved Employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
20 *et seq.*, acting on behalf of himself and other Aggrieved Employees, brings this representative action
21 against Defendants to recover the civil penalties due to Plaintiff, other Aggrieved Employees, and the
22 State of California according to proof, including, but not limited to: (1) \$100.00 for each initial
23 violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful
24 or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
25 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
26 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial
27 violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee
28 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation

1 per employee per pay period for those violations of the Labor Code for which no civil penalty is
2 specifically provided, based on the following Labor Code violations:

3 (a) Violation of Labor Code §§ 201-204, 210, 221, 223, 224, 227.3, 510, 558, 1194,
4 1197, 1197.1, and 1198 for failure to timely pay all earned wages owed to Plaintiff and other
5 Aggrieved Employees during employment and upon separation of employment;

6 (b) Violation of Labor Code §§ 226.7, 516, and 558 for failing to authorize and
7 permit all required rest periods and failing to pay rest period premiums to Plaintiff and other Aggrieved
8 Employees at these employees' respective regular rates of compensation for rest period violations;

9 (c) Violation of Labor Code §§ 226.7, 512, and 558 for failing to provide meal
10 periods as required by law and failing to pay meal period premiums to Plaintiff and other Aggrieved
11 Employees at these employees' respective regular rates of compensation for meal period violations;

12 (d) Violation of Labor Code §§ 226 *et seq.* for failing to furnish Plaintiff and other
13 Aggrieved Employees with accurate and compliant itemized wage statements;

14 (e) Violation of Labor Code §§ 221, 223, and 224 for secretly paying Plaintiff and
15 other Aggrieved Employees less than the statutory or contractual rate;

16 (f) Violation of Labor Code §§ 1174, 1174.5, and 1198 for failure to maintain
17 accurate records on behalf of Plaintiff and other Aggrieved Employees;

18 (g) Violation of Labor Code §§ 2800, 2802, and 2804 for failure to reimburse
19 necessary business expenses on behalf of Plaintiff and other Aggrieved Employees; and

20 (h) Derivative violations of Labor Code § 1199.

21 27. Under Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to recover civil
22 penalties, in addition to public injunctive relief, for the alleged foregoing violations of the Labor Code.

23 28. Under Labor Code §§ 2699(g) and 2802(c) and California Code of Civil Procedure §
24 1021.5, Plaintiff is entitled to attorneys' fees and costs incurred in this action.

25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff prays for judgment against Defendants, jointly and severally, as
27 follows:

28 1. For civil penalties due to Plaintiff, Aggrieved Employees, and the State of California

1 according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to:
2 (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
3 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure
4 to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
5 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay
6 period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to
7 Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00
8 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
9 \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period
10 for those violations of the Labor Code for which no civil penalty is specifically provided;

- 11 2. For appropriate injunctive relief pursuant to Labor Code § 2698 *et seq.*;
- 12 3. Prejudgment interest, as permitted by law;
- 13 4. Attorneys' fees and costs as permitted by law, including under Labor Code §§ 2698 *et*
14 *seq.* and Code of Civil Procedure § 1021.5; and
- 15 5. For such other and further relief the Court may deem just and proper.

16
17 Dated: August 5, 2025

MANAHAN O'DELL LLP

18
19 By: Shaheen Anthony Etemadi
20 Shaheen Anthony Etemadi
21 Attorneys for Plaintiff
22
23
24
25
26
27
28