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By: C. Raybould Deputy

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

PAUL KONRAD,

Plaintiff,

vs.

CA OUTSOURCE ASSOCIATES LLC, a
California Limited Liability Company; CA
NOW CFO LLC, a California Limited
Liability Company; NOW CFO CITY OF
LOS ANGELES LLC, a California Limited
Liability Company; NOW CFO LOS
ANGELES II LLC, a California Limited
Liability Company; NOW CFO NEWPORT
BEACH III, LLC, a California Limited
Liability Company; NOW CFO
SACRAMENTO, LLC, a California Limited
Liability Company; NOW CFO SAN DIEGO
II LLC, a California Limited Liability
Company; NOW CFO SAN JOSE, LLC, a
California Limited Liability Company; JIM
BENNETT, an individual; and DOES 1 to 100,
inclusive,

Defendants.

Case No. **25CV021804**

COMPLAINT FOR CIVIL PENALTIES:

1. Private Attorneys General Act

Plaintiff PAUL KONRAD ("Plaintiff"), on behalf of himself hereby files this Complaint
against Defendants CA OUTSOURCE ASSOCIATES LLC, a California Limited Liability

1 Company; CA NOW CFO, LLC, a California limited liability company; NOW CFO CITY OF LOS
2 ANGELES LLC, a California Limited Liability Company; NOW CFO LOS ANGELES II LLC, a
3 California Limited Liability Company; NOW CFO NEWPORT BEACH III, LLC, a California
4 Limited Liability Company; NOW CFO SACRAMENTO, LLC, a California Limited Liability
5 Company; NOW CFO SAN DIEGO II LLC, a California Limited Liability Company; NOW CFO
6 SAN JOSE, LLC, a California Limited Liability Company; JIM BENNETT, an individual; and
7 DOES 1 to 100, inclusive, (hereinafter all collectively referred to as “Defendants”). Plaintiff
8 reserves the right to amend this complaint to name additional Defendants as additional information is
9 acquired. On information and belief, Plaintiff alleges the following:

10 **INTRODUCTION**

11 1. This is a Private Attorneys General Act (“PAGA”) lawsuit brought by Plaintiff based on
12 Defendants’ violations of the California Labor Code including: failing to pay overtime wages, failing to
13 pay minimum wages, failing to pay non-productive time, failing to provide meal periods or pay
14 premiums in lieu thereof, failing to provide rest periods or pay premiums in lieu thereof, failing to
15 provide accurate wage statements, failing to pay final wages, failing to pay reimbursements for
16 expenses, failing to maintain accurate records, and Defendants’ untimely payment of wages.

17 **JURISDICTION AND VENUE**

18 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
19 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
20 Labor Code and Wage Order No. Wage Order No. 4.

21 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
22 Defendants reside in Sacramento County and/or are foreign entities and have not designated any county
23 in California as being where they maintain their principal offices. In addition, some of the wrongful acts
24 and violations of law asserted herein occurred within Sacramento County, and Defendants’ obligation to
25 pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
26 Cal.3d 403, 414 (1984).

27 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
28 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf

1 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
2 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
3 (“LWDA”) on approximately June 27, 2025. Plaintiff provided facts and legal bases for his claims
4 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
5 of action. Plaintiff also submitted the \$75.00 filing fee. The June 27, 2025, notice was also sent via
6 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
7 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
8 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself
9 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
10 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).
11 Aggrieved Employees include, but is not limited to, the following: all non-exempt employees who
12 worked or continue to work for Defendants in California at any time between one (1) year prior to June
13 27, 2025, to the present.

14 **PARTIES**

15 5. PAUL KONRAD is an individual over the age of eighteen (18) and is a resident of the
16 State of California.

17 6. On information and belief, Plaintiff alleges CA OUTSOURCE ASSOCIATES LLC is
18 now and/or at all times mentioned in this Complaint was a California Limited Liability Company and
19 the owner and operator of an industry, business and/or facility doing business in the State of California.

20 7. On information and belief, Plaintiff alleges CA NOW CFO, LLC is now and/or at all
21 times mentioned in this Complaint was the owner and operator of an industry, business and/or facility
22 doing business in the State of California.

23 8. On information and belief, Plaintiff alleges, NOW CFO CITY OF LOS ANGELES LLC,
24 is now and/or at all times mentioned in this Complaint was a California Limited Liability Company and
25 the owner and operator of an industry, business and/or facility doing business in the State of California.

26 9. On information and belief, Plaintiff alleges, NOW CFO LOS ANGELES II LLC, is now
27 and/or at all times mentioned in this Complaint was a California Limited Liability Company and the
28 owner and operator of an industry, business and/or facility doing business in the State of California.

1 10. On information and belief, Plaintiff alleges, NOW CFO NEWPORT BEACH III, LLC, is
2 now and/or at all times mentioned in this Complaint was a California Limited Liability Company and
3 the owner and operator of an industry, business and/or facility doing business in the State of California.

4 11. On information and belief, Plaintiff alleges, NOW CFO SACRAMENTO, LLC, is now
5 and/or at all times mentioned in this Complaint was a California Limited Liability Company and the
6 owner and operator of an industry, business and/or facility doing business in the State of California.

7 12. On information and belief, Plaintiff alleges, NOW CFO SAN DIEGO II LLC, is now
8 and/or at all times mentioned in this Complaint was a California Limited Liability Company and the
9 owner and operator of an industry, business and/or facility doing business in the State of California.

10 13. On information and belief, Plaintiff alleges, NOW CFO SAN JOSE, LLC, is now and/or
11 at all times mentioned in this Complaint was a California Limited Liability Company and the owner and
12 operator of an industry, business and/or facility doing business in the State of California.

13 14. Plaintiff is informed and believes, and thereupon alleges, that JIM BENNETT is an
14 individual over the age of eighteen (18) and owns businesses in the State of California. Plaintiff further
15 alleges that JIM BENNETT is an owner, director, officer, and/or managing agent of
16 Defendants responsible for causing the violations outlined in the first through ninth causes of
17 action. As such JIM BENNETT is individually liable pursuant to California Labor Code section 558.1.

18 15. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
19 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
20 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
21 names and capacities of these DOE Defendants when they are ascertained.

22 16. At all times mentioned herein, each Defendant was the agent or employee of each of the
23 other Defendants and was acting within the course and scope of such agency or employment. The
24 Defendants are jointly and severally liable to Plaintiff.

25 17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
26 were members of and/or engaged in a joint employment, joint venture, partnership and common
27 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
28 joint venture, partnership and common enterprise.

1 18. Defendants, and each of them, now and/or at all times mentioned in this Complaint
2 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

3 19. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
4 wrongs, complaints, injuries and/or damages alleged in this Complaint.

5 **GENERAL ALLEGATIONS**

6 20. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 19 as though fully
7 set forth herein.

8 21. Defendants CA OUTSOURCE ASSOCIATES LLC, CA NOW CFO, LLC, NOW CFO
9 CITY OF LOS ANGELES LLC, NOW CFO LOS ANGELES II LLC, NOW CFO NEWPORT BEACH
10 III, LLC, NOW CFO SACRAMENTO, LLC, NOW CFO SAN DIEGO II LLC, and NOW CFO SAN
11 JOSE, LLC, each have the same business address listed (210 N 2100 W, STE 350, SALT LAKE CITY,
12 UT, 84116) and the same agent listed (Jim Bennett) with the California Secretary of State

13 22. Plaintiff also is informed, believes, and asserts that Defendants all adhere to a singular
14 business policy and practice under the title “Now CFO”, including their wage and hour practices.

15 23. Plaintiff worked for Defendants at CA Outsource Associates LLC from approximately
16 August 6, 2018, through January of 2025.

17 24. During his time with Defendants, Plaintiff and similarly situated employees referred to
18 the company as “Now CFO”. In Plaintiff’s offer letter for employment, Now CFO is named at the
19 top. Plaintiff’s consultant employment agreement further has the heading of “Now CFO” above the
20 agreement title. This employment agreement was signed by Plaintiff and had a signature space for
21 Defendant Jim Bennett, who is listed as the “Manager”. The company handbook provided to Plaintiff
22 and similarly situated employees was further labeled the “Now CFO Employee Handbook”.

23 25. Plaintiff and similarly situated employees understood that they were working for Now
24 CFO which had various divisions throughout California, listed as the Defendants named in this case.

25 26. Plaintiff asserts that Defendants deliberately worked to avoid having to pay employees as
26 they were required to under the law. Defendants constantly iterated that Plaintiff and similarly situated
27 employees would only be paid for billable hours, and any tracking of non-billable hours was actively
28 discouraged and prohibited by Defendants.

1 27. Plaintiff reports that weekly staff meetings and preparation for these meetings was billed
2 as nonbillable. Defendants questioned and discouraged Plaintiff and similarly situated employees from
3 billing multiple hours to this category during the entirety of Plaintiff's and similarly situated employees'
4 employment.

5 28. Because of Defendants' practices of discouraging nonbillable hours being tracked,
6 Plaintiff and similarly situated employees failed to track all hours worked under nonbillable time, such
7 as preparing for staff meetings or attending these meetings. Defendants' active discouragement of
8 nonbillable hours being recorded further prevented Plaintiff and similarly situated employees from
9 recording all time worked, including learning software for work purposes, preparing for presentations
10 and meetings, developing leads on potential clients, and fixing tech issues related to their work for
11 Defendants.

12 29. Plaintiff and similarly situated employees were further not paid for time spent emailing
13 and communicating with clients outside of regular work hours. Plaintiff and similarly situated
14 employees were constantly told by Defendants that clients were "cost sensitive", but that the work
15 requested "needed to be done". In this manner, Defendants actively discouraged Plaintiff and similarly
16 situated employees from tracking all time that they worked for clients, and Plaintiff and similarly
17 situated employees were not paid for that work.

18 30. Before being hired, Plaintiff and similarly situated employees were required to attend
19 meetings with Defendants and potential clients; however, Plaintiff and similarly situated employees
20 were not paid for this time. Plaintiff and similarly situated employees were further not paid for the time
21 they spent tracking and logging their billable hours. These above-mentioned practices caused Plaintiff
22 and similarly situated employees to not be paid for all hours worked, including overtime hours.

23 31. Plaintiff and similarly situated employees were never given explicit rest breaks and were
24 not asked about rest breaks by Defendants. Plaintiff and similarly situated employees were not given
25 explicit meal periods and were never asked about meal periods by Defendants. Plaintiff and similarly
26 situated employees did not clock in or out for meal periods. As a result of Defendants' policies, Plaintiff
27 and similarly situated employees missed most of their rest breaks and meal periods while working for
28

1 Defendants. Defendants failed to pay Plaintiff and similarly situated employees' meal and rest period
2 premiums owed for non-compliant meal and rest periods.

3 32. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
4 overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements
5 Defendants issued were defective. Specifically, Defendants did not accurately list total hours worked,
6 wages due, total missed meal and rest period premiums earned, accurate accrued sick hours, and the
7 corresponding rates of pay.

8 33. As a further result of Defendants' failure to pay Plaintiff and similarly situated employees
9 for all regular and overtime hours worked, failure to pay meal and rest period premiums, Defendants
10 failed to provide all final wages owed to Plaintiff and similarly situated employees within twenty-four
11 (24) hours of their termination or seventy-two (72) hours of their resignation.

12 34. Defendants also did not have proper policies to reimburse Plaintiff and similarly situated
13 employees in accordance with California laws. Plaintiff and similarly situated employees were required
14 to drive their personal vehicle to complete work for Defendants at different client locations; however,
15 Defendants failed to properly reimburse Plaintiff and similarly situated employees for their vehicle
16 usage. Defendants paid Plaintiff and similarly situated employees up to \$35.00 for vehicle use
17 reimbursements per pay period, however, this amount did not fully cover driving expenses incurred by
18 Plaintiff and similarly situated employees while working for Defendants. Defendants additionally
19 required Plaintiff and similarly situated employees to provide their own smart phone to be used for
20 Defendants' business including phone calls, emails, texts, chats, and other communications. Defendants
21 only reimbursed up to \$5.00 per pay period for phone use which did not cover the phone expenses
22 incurred by Plaintiff and similarly situated employees. Defendants further failed to reimburse Plaintiff
23 and similarly situated employees for home internet use and other home office expenses incurred while
24 Plaintiff and similarly situated employees worked from home in accordance with Defendants' policies.

25 35. Defendants identified Defendant JIM BENNETT in its filings with the California
26 Secretary of State as its President, Chief Executive Officer, and Manager, or Member. Plaintiff is
27 informed and believes that JIM BENNETT was responsible for creating and electing to implement
28

1 Defendants' payroll and compensation policies and practices or that JIM BENNETT was aware of such
2 policies and practices and ratified them.

3
4 **CAUSES OF ACTION**
5 **FIRST CAUSE OF ACTION**
6 **PRIVATE ATTORNEYS GENERAL ACT**
7 **(As to all Defendants)**

8 36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully
9 set forth herein.

10 37. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
11 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
12 current and former employees:

- 13 • Violation of Labor Code §§ 510, 1194; IWC Wage Order Wage Order No. 4, § 3 (Failure
14 to Pay Overtime Wages)
- 15 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order Wage Order No. 4, § 4
16 (Failure to Pay Minimum Wages)
- 17 • Violation of Labor Code § 226.2 (Failure to Pay Non-Productive Time)
- 18 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. Wage Order No. 4, §§ 11(A)
19 and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 20 • Violation of Labor Code § 226.7 and Wage Order No. Wage Order No. 4, § 12(A)
21 (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- 22 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 23 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 24 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 25 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
26 Work in Any Industrial Welfare Commission Order)
- 27 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 28 • Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

38. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

39. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

40. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

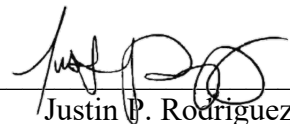
1. As to the First Cause of Action:

- a. For civil penalties as provided for in the Labor Code for each enumerated violation;
- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

Dated: September 12, 2025

Shimoda & Rodriguez Law, PC

By: _____



Justin P. Rodriguez

Galen T. Shimoda

Austin D. Sork

Attorneys for Plaintiff