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June 26, 2025

File No. 777

VIA INTERNET UPLOAD

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

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973086029)

President/CEO
ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, California 95054

Re: *Burrier, et al. v. ServiceNow, Inc., et al.*

Dear Sir or Madam:

This office represents Tobias Burrier and aggrieved employees employed by the above-named employer pursuant to California Labor Code §§ 2699, *et seq.* Accordingly, we are informing you of our representation and ask that all 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 California Labor Code §§ 2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE.

This intended representative action seeks penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference as though set forth herein.

II. § 2699, et seq., LABOR CODE VIOLATIONS.

Our client has numerous legal claims against the abovementioned parties. In summary, Plaintiff is informed and believes and therefore alleges that Defendants issued confusing wage and earning statements to the Plaintiff, unlawfully underpaid paid overtime compensation, failed to reimburse employee work related expenses, failed to pay meal break premiums, failed to pay regular minimum wages, among other claims.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include all California Labor Code provisions in California including but not limited to violations of Labor Code subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 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, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 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, 245-251, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 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, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, 1198.5, subdivision (b) of Section 1198.3, Sections 1199, 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, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2804, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, and the Labor Code provisions specified in the enclosed draft complaint.

Please take notice, if Defendant maintains that any of the named Plaintiff's claims lack merit, provide all facts in support of your contention within 30 days of the date of this letter. Otherwise, Plaintiff will presume the claims asserted herein have merit and will proceed accordingly.

III. § 2810.3 JOINT EMPLOYER CLAIMS.

Labor Code § 2810.3 states that a "client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor... for ... The payment of wages." Plaintiffs allege that Defendant DOES 1-50 is and during all times relevant was a "labor contractor" and that the foregoing entity Defendants (other than SERVICENOW INC.) were "client employers" within the meaning of Labor Code § 2810.3. Upon information and belief, and based thereon, Plaintiffs allege all or some of the abovementioned Defendants fall within the scope of Labor Code § 2810.3(b) because each entity exercised sufficient

control over the employees' making them joint employers. This letter is being sent to comply with Labor Code § 2810.3(d).

IV. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

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.

Very truly yours,

/s/Thomas D. Rutledge
Thomas D. Rutledge

Enclosure

Cc: Tobias Burrier (via e-mail)

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7 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF SAN DIEGO

TOBIAS BURRIER, an individual, on)
behalf of himself, the State of California,)
and aggrieved employees pursuant to the)
Private Attorneys General Act (PAGA))

Plaintiffs,

vs.

SERVICENOW, INC., a Delaware)
corporation; and DOES 1 through 50,)

Defendants.)

Case No.:

**COMPLAINT VIA THE PAGA
FOR:**

1. Failure to pay
Minimum/Regular/Vacation
Wages;
2. Failure to Pay State Overtime;
3. Failure to Pay Wages Timely;
4. Failure to Comply with Meal
and Rest Break Laws;
5. Failure to Provide Accurate
Wage Statements;
6. Failure to Provide and
Maintain Records;
7. Failure to Reimburse
Expenses;
8. Violations of Various
Miscellaneous Provisions of the
Labor Code via the PAGA;
and
9. Wrongful Discharge.

1 Plaintiff TOBIAS BURRIER, on behalf of himself, the State of California, and
2 acting for the interests of other current and former employees (“Aggrieved
3 Employees” or “Plaintiffs”), allege the following:

4 **NATURE OF THE ACTION**

5 1. This is a representative action under the Private Attorneys General Act
6 (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.* in which Plaintiffs are
7 seeking civil penalties on behalf of the State of California for all Aggrieved
8 Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

9 **JURISDICTION AND VENUE**

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

13 3. This Court has jurisdiction over the Defendants because each is an
14 association, corporation, business entity, or individual that conducts substantial
15 business in the State of California.

16 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
17 proper in the Superior Court of California for the County of San Diego because
18 Defendants are doing business in the County of San Diego, California, the misconduct
19 occurred in the County of San Diego, and because PAGA enforcement actions are not
20 limited to the county in which Aggrieved Employees performed work. *See Crestwood*
21 *Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069, 1075 (2021) (in a
22 PAGA action, a plaintiff is not limited to the county in which he or she performed
23 work).

24 **THE PARTIES**

25 5. The State of California is the real party in interest in a PAGA action. *Kim*
26 *v. Reins Int'l California, Inc.*, 9 Cal. 5th 73, 81 (2020) (the “government entity on
27 whose behalf the plaintiff files suit is always the real party in interest.”)

28 6. Plaintiff TOBIAS BURRIER is an individual and resident of California,

1 County of San Diego.

2 7. Defendant SERVICENOW, INC. is a Delaware corporation doing
3 business in California.

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

12 9. Unless otherwise specified by name, the named Defendants and DOES 1
13 through 50 will be collectively referred to as "Defendants" and/or "Defendants."

14 10. Plaintiffs are informed and believe, and based thereon allege, that each
15 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
16 ego for each of the other Defendants and each were co-conspirators with respect to the
17 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
18 the other pursuant to the conspiracy and in proximate connection with the other
19 Defendant(s).

20 11. Plaintiffs are informed and believe, and based thereon allege, that each
21 Defendant was acting partly within and partly without the scope and course of their
22 employment, and was acting with the knowledge, permission, consent, and ratification
23 of every other Defendant.

24 12. Plaintiffs are informed and believe, and based thereon allege that each of
25 the Defendants was an agent, managing general partner, managing member, owner, co-
26 owner, partner, employee, and/or representative of each of the Defendants and was at
27 all times material hereto, acting within the purpose and scope of such agency,
28 employment, contract and/or representation, and that each of them is jointly and

1 severally liable to Plaintiffs.

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

6 14. Plaintiffs are informed and believe, and based thereon allege, that each
7 of the named Defendants are part of an integrated enterprise and have acted or
8 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
9 making each of them liable for the wage and hour violations alleged herein.

10 15. Plaintiffs are informed and believe, and therefore allege, that one, more
11 than one, or each of the named Defendants are liable to the Plaintiffs under legal
12 theories and doctrines including but not limited to (1) the common law joint employer
13 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
14 Defendants worked as the central hub to an overall business operation by which the
15 interrelationship between these Defendants makes each of the Defendants liable for
16 the wage and hour violations alleged herein.

17 16. Plaintiffs are informed and believe, and based thereon allege, that DOES 1-
18 50 were “Client employer[s]” within the meaning of Labor Code § 2810.3(a)(1)(A)
19 and, as such, are jointly liable pursuant to Labor Code § 2810.3.

20 17. More than 30 days before the filing of this Complaint, Plaintiffs gave
21 notice to DOES 1-50 pursuant to Labor Code § 2810.3(b).

22 18. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the
23 claims alleged in this Complaint against the abovementioned entities pursuant to
24 Labor Code § 2810.3, *et seq.* at their discretion.

25 **GENERAL ALLEGATIONS**

26 19. Defendants are in the technology industry. <https://www.servicenow.com>.

27 20. From on or about July 18, 2022, Defendants employed the named
28 Plaintiff and misclassified him as an exempt worker in California until Defendants

1 wrongfully terminated the Plaintiff on or about May 8, 2025 without paying Plaintiff
2 all wages to which Plaintiff had a right to receive in a timely manner in an amount to
3 be proven at trial.

4 21. The named Plaintiff is an “aggrieved employee” because Defendants
5 employed Plaintiff in California and Plaintiff experienced one or more of the alleged
6 Labor Code violations committed against the Plaintiff, and therefore the named
7 Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all
8 violations committed against the Aggrieved Employees, who are also aggrieved
9 employees as defined by Labor Code § 2699(c).

10 22. California law provides that an aggrieved employee may file a
11 representative action under the PAGA against an employer for civil penalties in
12 connection with violations of the Labor Code and Wage Order.

13 23. On information and belief, current and former employees of Defendants
14 suffered from Defendants’ Labor Code violations.

15 **Unpaid Minimum/Regular Wages.**

16 24. During all times relevant, Plaintiffs are informed and believe and based
17 thereon allege that pursuant to company policies and/or practices and/or directions
18 implemented and enforced by Defendants, that Defendants failed to pay Aggrieved
19 Employees all their regular/minimum wages, in an amount to be proven at trial.

20 25. This claim is premised on Defendants’ misclassification of the named
21 Plaintiff as an exempt employee.

22 26. Defendants employed the named Plaintiff in the field of technology and
23 gave him a lofty title, to wit: “Staff Product Designer,” but the actual work Plaintiff
24 performed was nothing of the sort.

25 27. Defendants classified the named Plaintiff as a salaried employee, and
26 failed to track his hours worked, denied him overtime compensation, and failed to
27 provide compliant meal and rest breaks, yet the named Plaintiff fell under none of the
28 exemptions recognized under California law, including but not limited to the

1 executive, administrative, computer, or professional exemptions.

2 28. Plaintiff did not manage two or more employees, did not have authority
3 to hire or fire, did not customarily and regularly exercise independent discretion and
4 judgment on matters of significance, and spent most of his time performing non-
5 exempt work, such as following instructions, coordinating work assignments with
6 managers, reporting metrics to managers, design work focused on product output,
7 among other tasks. Cal. Lab. Code § 515.5; *Bothell v. Phase Metrics, Inc.*, 299 F.3d
8 1120 (9th Cir. 2002) (an engineer who did not perform duties of substantial
9 importance to the management or operation of the business was found non-exempt
10 under the administrative exemption); *Hudson v. Corelogic, Inc.*, 2017 WL 11529502
11 (C.D. Cal. Aug. 14, 2017) (the court found no creative professional exemption where
12 the worker used templates and guidelines rather than independently creating original
13 designs).

14 29. Plaintiff was not primarily engaged in work that was intellectual or
15 creative.

16 30. Plaintiff was not primarily engaged in work that required the exercise of
17 discretion and independent judgment.

18 31. Plaintiff was primarily engaged in work that required close supervision.

19 32. Despite his non-exempt duties, Defendants failed to pay Plaintiff and
20 other similarly situated Aggrieved Employees all regular hours worked in an amount
21 to proven at trial.

22 33. Plaintiff alleges he and other Aggrieved Employees were underpaid
23 minimum/regular wages in an amount to be proven at trial.

24 **Unpaid Overtime.**

25 34. During all times relevant, Plaintiffs allege that pursuant to company
26 policies and/or practices and/or directions implemented and enforced by Defendants,
27 that Defendants underpaid overtime, failed to pay overtime, or both to Aggrieved
28 Employees.

1 35. This claim is premised on the above allegations.

2 36. Despite the named Plaintiff's non-exempt duties, Defendants failed to
3 pay Plaintiff and other similarly situated Aggrieved Employees all regular hours
4 worked, overtime wages for hours worked more than eight (8) hours per day or forty
5 (40) per week, in violation of Labor Code §§ 510 and 1194 in an amount to proven at
6 trial.

7 37. Further, Defendants paid Plaintiff and Aggrieved Employees extra
8 remuneration, such as bonuses, which amounts Defendants did not add into their
9 regular rate of pay for overtime pay computation, resulting in the underpayment of
10 overtime in an amount to be proven at trial.

11 **Meal and Rests Break Claims.**

12 38. During all times relevant, Plaintiffs allege that pursuant to company
13 policies and/or practices and/or directions implemented and enforced by Defendants,
14 that Defendants failed to permit Aggrieved Employees to take all their compliant off-
15 duty meal and rest breaks during the required timeframe as required by law and failed
16 to pay them premium pay in lieu thereof, in an amount to be proven at trial.

17 39. This claim is premised on the above allegations.

18 40. Further, Defendants prevented the named Plaintiff and Aggrieved
19 Employees from taking all their uninterrupted rest breaks to which they had the right
20 to enjoy in an amount to be proven at trial, and Defendants failed to pay them
21 premium pay as required under California law. *See Augustus v. ABM Security*
22 *Services*, 2 Cal. 5th 257 (2016).

23 41. Despite his non-exempt duties, Defendants failed to pay Plaintiff and
24 other similarly situated Aggrieved Employees all meal break premiums in an amount
25 to proven at trial.

26 **Unreimbursed Work-Related Expense Claims.**

27 42. During all times relevant, Plaintiffs allege that pursuant to company
28 policies and/or practices and/or directions implemented and enforced by Defendants,

1 that Defendants failed to reimburse Aggrieved Employees for work-related expenses
2 in violation of California law.

3 43. In particular, Plaintiffs maintain that Defendants failed to reimburse the
4 named Plaintiff and Aggrieved Employees who worked remotely for their home
5 internet expenditures, utilities, cell phone, supplies, office furniture, among other
6 items. Labor Code § 2802; *Thai v. International Business Machines Corp.*, 93 Cal.
7 App. 5th 364 (2023).

8 44. Despite incurring work-related expenses, Defendants failed to pay
9 Plaintiff and other similarly situated Aggrieved Employees for all work-related
10 expenditures in an amount to proven at trial.

11 **Erroneous Wage Statements in Violation of Labor Code § 226.**

12 45. During all times relevant, Plaintiffs allege that pursuant to company
13 policies and/or practices and/or directions implemented and enforced by Defendants,
14 that Defendants failed to issue lawful wage and earning statements to Aggrieved
15 Employees.

16 46. This claim is premised on Defendants' failure to pay Plaintiff and
17 Aggrieved Employees wages in a lawful manner as described above, making the
18 wage statements it issued to Aggrieved Employees inaccurate in violation of Labor
19 Code 226.

20 47. For example, Defendants' omitted Plaintiff's and Aggrieved Employees'
21 accurate hourly rate of pay, accurate number of hours worked,

22 **Derivative PAGA Claims.**

23 48. During all times relevant, Plaintiffs allege that pursuant to company
24 policies and/or practices and/or directions implemented and enforced by Defendants,
25 that Defendants failed to pay Aggrieved Employees their final paychecks immediately
26 upon involuntary termination or within 72 hours of voluntary separation, and/or
27 Defendants did not pay all final wages at the location of employment, and/or said
28 final paychecks did not include all wages due to the employee in violation of

1 California law.

2 49. As to the named Plaintiff's Labor Code § 203 claim, the named Plaintiff
3 specifically alleges that Defendants terminated him on May 8, 2025, yet did not issue
4 Plaintiff's alleged "final" paycheck until May 15, 2025, seven days late.

5 50. Defendants admit they violated Labor Code § 203 because Defendants
6 paid the named Plaintiff \$4,845.88 in "Term Pay Reg" (a euphemism for waiting time
7 penalties), but using Defendants' arbitrary hourly rate of \$100.95 times 8 times 30
8 equals \$5,653.48, not \$4,845.88, which means Defendants underpaid the Plaintiff
9 \$807.60 using Defendants' arbitrary and inaccurate figures (they numbers are much
10 higher especially where Plaintiff earned \$4,916.45 in Restricted Stock Units during
11 the 30 day lookback period).

12 51. The foregoing error also constitutes a standalone Labor Code § 226
13 violation.

14 52. To date, Plaintiffs are informed and believe, and therefore allege that
15 Defendants have not paid the named Plaintiff and Aggrieved Employees all wages
16 due and payable, in an amount to be proven at trial in violation of Labor Code §§
17 201.3, 203, and 256 via PAGA.

18 **Wrongful Termination/Retaliation.**

19 53. For almost three straight years, Defendants employed the named Plaintiff
20 during which time Defendants praised his work, paid Plaintiff bonuses, awarded pay
21 raises, and issued Plaintiff laudatory reviews.

22 54. On May 8, 2025, Defendants terminated the Plaintiff.

23 55. The stated reason for Plaintiff's termination was that Plaintiff "failed to
24 disclose outside consulting work."

25 56. Labor Code § 96(k) via the PAGA, however, provides employees the
26 right to pursue remedies for adverse employment action resulting from "lawful
27 conduct occurring during nonworking hours away from the employer's premises."

28 57. Labor Code similarly § 98.6 prohibits an employer from retaliating

1 against an employee for engaging in conduct protected by the Labor Code or
2 exercising rights granted by the Labor Code.

3 58. Plaintiff alleges that Defendants never asked if Plaintiff was performing
4 outside consulting work.

5 59. Plaintiff further alleges that Defendants did not require Plaintiff to inform
6 the Defendants about any consulting work he intended to perform.

7 60. Plaintiff also alleges that Plaintiff engaged in outside consulting work
8 during nonworking hours and off work premises with an employer that was not
9 Defendants' competitor or directly related to the business in which the Defendants
10 was involved.

11 61. Plaintiff maintains that Defendants retaliated and wrongfully terminated
12 him in violation of California law, including but not limited to Labor Code §§ 96(k)
13 and 98.6.

14 62. Based on the foregoing, Plaintiffs seek the remedies set forth in this
15 Complaint.

16 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

17 63. This is a representative action filed pursuant to PAGA, §§ 2698, 2699
18 that generally consists of the following group:

19 **All current or former employees who worked for the**
20 **Defendants in the state of California from June 27, 2024 to**
21 **the present.**

22 64. All members of the represented group are referred to as the "Aggrieved
23 Employees."

24 65. The "PAGA Period" means from **June 27, 2024** to the present.

25 66. California law provides that an employee may file an action against an
26 employer for penalties in connection with violations of the Labor Code and Wage
27 Orders provided the aggrieved employee file an action on behalf of him or herself and
28 similarly situated current and former employees.

1 67. At all material times, Defendants and DOES 1 through 50 were and/or
2 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
3 Employees’ employer, within the meaning of California Labor Code § 558, and, as
4 such, are subject to penalties for each underpaid employee as set for in Labor Code §
5 558.

6 68. As set forth in further detail below, based on the analysis and
7 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent letters to the
8 California Labor and Workforce Development Agency (LWDA) and to Defendants
9 informing Defendants of their claims and intent to pursue litigation.

10 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11 69. As to penalty claims under the PAGA, on **June 27, 2025**, Plaintiffs, via
12 counsel, sent correspondence to the LWDA (via online filing) and Defendants via
13 certified U.S. Mail indicating that Plaintiffs intend to pursue the claims alleged in this
14 Complaint.

15 70. The statutory waiting period for the above letters **HAS NOT** expired
16 and the LWDA **DID NOT** serve notice of its intent to assume jurisdiction over the
17 applicable penalty claims or provide notice as set forth in Labor Code §
18 2699.3(a)(2)(A) within the statutory period.

19 71. Therefore, Plaintiffs have **NOT yet** exhausted Plaintiffs’ administrative
20 remedies to pursue claims and remedies as authorized by the PAGA.

21 72. The Causes of Action alleged herein are appropriately suited for a
22 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

23 a. This action involves allegations of violations of provisions
24 of the California Labor Code that provide for a civil penalty
25 to be assessed and collected by the LWDA or any
26 departments, divisions, commissions, boards, agencies, or
27 employees;

28 b. Plaintiffs are “aggrieved employees” because Plaintiffs were

1 employed by the alleged violator and had one or more of the
2 Labor Code violations alleged on this Complaint committed
3 against them; and

4 c. Plaintiffs have satisfied the procedural requirements of
5 Labor Code § 2699.3, as set forth above.

6 **FIRST CAUSE OF ACTION**

7 **Individual and Representative Claim for Civil Penalties**

8 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

9 **Failure to Pay Local/State Minimum/Regular Wages**

10 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1811,**
11 **1198, and the applicable Industrial Welfare Commission (IWC)**

12 **Wage Order, and Where applicable the Local Min. Wage Ordinance**

13 (Against all Defendants)

14 73. Plaintiffs reallege and incorporate by reference the foregoing allegations,
15 as though set forth herein.

16 74. Pursuant to Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1197.1,
17 and 1198, it is unlawful for a California employer to suffer or permit an employee to
18 work without paying wages for all hours worked, as required by the applicable IWC
19 Wage Order.

20 75. During all times relevant, Defendants were required to pay Plaintiffs and
21 other Aggrieved Employees their respective hourly rate for all hours worked and/or
22 minimum wages per state law or applicable local law.

23 76. During all times relevant, at least one of the IWC Wage Orders applied
24 to Plaintiffs' employment with Defendants.

25 77. Pursuant to the applicable Wage Order, "hours worked" include the time
26 during which an employee is "suffered or permitted to work, whether or not required
27 to do so."

28 78. Under state and, where appropriate, local law, every employer must pay

1 each nonexempt employee minimum wages. (*See, e.g.,* Los Angeles County
2 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

3 79. Plaintiffs seek to recover penalties pursuant to the PAGA from the
4 Defendants for violations of the foregoing laws during the proposed PAGA Period.

5 80. Labor Code § 1194 subdivision (a) permits an action to recover wages
6 because of the payment of a wage less than the minimum wage “applicable to the
7 employee” including attorneys’ fees, costs, and interest.

8 81. At all material times, Defendants were and/or are Aggrieved Employees’
9 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
10 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil
11 penalties for each underpaid employee as set for in Labor Code § 558.

12 82. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
13 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
14 period for the initial violation and two hundred (\$200.00) for each aggrieved
15 employee per pay period for each subsequent violation in which Defendants violated
16 the minimum wage and/or regular wage provisions of the Labor Code, including but
17 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1194.2, 1197, and 1198
18 the exact amount of the applicable penalty is all in an amount to be shown according
19 to proof at trial.

20 83. For the reasons alleged herein, Plaintiffs seek all available remedies
21 pursuant to the PAGA all in an amount to be shown according to proof at trial.

22 **SECOND CAUSE OF ACTION**

23 **Individual and Representative Claim for Civil Penalties**
24 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
25 **Failure to Pay State Overtime and/or Double-Time Compensation**
26 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,**
27 **510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, 1198,**
28 **and the Applicable IWC Wage Order**

(Against all Defendants)

84. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

85. California law requires an employer to pay each employee for the actual hours worked. (*See* Cal. Labor Code §§ 200, 226.)

86. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

87. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

88. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage.

89. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than twice the regular rate of pay for that employee.

90. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for violations of the foregoing overtime laws during the proposed PAGA Period.

91. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

92. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,

1 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
2 period for the initial violation and two hundred (\$200.00) for each aggrieved
3 employee per pay period for each subsequent violation in which Defendants violated
4 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
5 and 1194, the exact amount of the penalties sought is in an amount to be shown
6 according to proof at trial.

7 93. For the reasons alleged herein, Plaintiffs seek all available remedies
8 pursuant to the PAGA all in an amount to be shown according to proof at trial.

9 **THIRD CAUSE OF ACTION**

10 **Individual and Representative Claim for Civil Penalties**
11 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
12 **Failure to Timely Pay Earned Wages in Violation of California**
13 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**
14 **218.5, 218.6, 256, 1198, and the applicable Wage Order**
15 **(Against all Defendants)**

16 94. Plaintiffs reallege and incorporate by reference the foregoing allegations
17 as though set forth herein.

18 95. Pursuant to Labor Code § 201, “If an employer discharges an employee,
19 the wages earned and unpaid at the time of discharge are due and payable
20 immediately.”

21 96. Pursuant to Labor Code § 201.3, temporary employment agencies must
22 pay temporary employees weekly.

23 97. Pursuant to Labor Code § 202, “If an employee not having a written
24 contract for a definite period quits his or her employment, his or her wages shall
25 become due and payable not later than 72 hours thereafter, unless the employee has
26 given 72 hours previous notice of his or her intention to quit, in which case the
27 employee is entitled to his or her wages at the time of quitting.”

28 98. Labor Code § 203 provides, in pertinent part: “If an employer willfully

1 fails to pay, without abatement or reduction, ... any wages of an employee who is
2 discharged or who quits, the wages of the employee shall continue as a penalty from
3 the due date thereof at the same rate until paid or until an action therefore is
4 commenced; but the wages shall not continue for more than 30 days. ..."

5 99. Pursuant to Labor Code § 204, "all wages ... earned by any person in
6 any employment are due and payable twice during each calendar month, on days
7 designated in advance by the employer as the regular paydays."

8 100. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid
9 employee during any calendar week and prior to or on the regular payday shall be
10 paid for not later than the regular payday of the employer for such weekly-paid
11 employee falling during the following calendar week."

12 101. Defendants did not properly pay Plaintiff and potentially other
13 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 201.3,
14 202, 204 and/or 204b and thereby Plaintiffs seek the remedies sought in this
15 Complaint.

16 102. At all material times, Defendants and DOES 1 through 50 were and/or
17 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
18 Employees' employer, within the meaning of California Labor Code § 558, and, as
19 such, are subject to penalties for each underpaid employee as set for in Labor Code §
20 558.

21 103. Plaintiffs seek to recover penalties pursuant to the PAGA from the
22 Defendants for any violations of the foregoing Labor laws during the proposed PAGA
23 Period.

24 104. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
25 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
26 period for the initial violation and two hundred (\$200.00) for each aggrieved
27 employee per pay period for each subsequent violation in which Defendants violated
28 Labor Code §§ 201, 201.3, 202, 203, 204, 204b, and 256.

1 105. For the reasons alleged herein, Plaintiffs seek all available remedies
2 pursuant to the PAGA all in an amount to be shown according to proof at trial.

3 **FOURTH CAUSE OF ACTION**

4 **Individual and Representative Claim for Civil Penalties**

5 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

6 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
7 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

8 (Against all Defendants)

9 106. Plaintiffs reallege and incorporate by reference the foregoing allegations
10 as though set forth herein.

11 107. Plaintiffs seek to recover penalties pursuant to the PAGA from the
12 Defendants for any violations of Labor Code §§ 226.7, 512, and 1198 during the
13 proposed PAGA Period.

14 108. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
15 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
16 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
17 pay period for each subsequent violation in which all culpable Defendants violated
18 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
19 an amount to be shown according to proof at trial.

20 109. For the reasons alleged herein, Plaintiffs seek all available remedies
21 pursuant to the PAGA all in an amount to be shown according to proof at trial.

22 **FIFTH CAUSE OF ACTION**

23 **Individual and Representative Claim for Civil Penalties**

24 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

25 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
26 **and the applicable IWC Wage Order**

27 (Against all Defendants)

28 110. Plaintiffs reallege and incorporate by reference the foregoing allegations

1 as though set forth herein.

2 111. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
3 pertinent part, that every employer shall, “semimonthly or at the time of each
4 payment of wages, shall furnish to his or her employees, either as a detachable part of
5 the check, draft, or voucher paying the employee's wages, or separately if wages are
6 paid by personal check or cash, an accurate itemized statement in writing showing (1)
7 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
8 piece-rate units earned and any applicable piece rate if the employee is paid on a
9 piece-rate basis, (4) all deductions, provided that all deductions made on written
10 orders of the employee may be aggregated and shown as one item, (5) net wages
11 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
12 name of the employee and only the last four digits of his or her social security
13 number..., (8) the name and address of the legal entity that is the employer. . . , and
14 (9) all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee and, beginning July 1,
16 2013, if the employer is a temporary services employer as defined in Section 201.3,
17 the rate of pay and the total hours worked for each temporary services assignment. . .”
18 (Labor Code § 226 subdivision (a).)

19 112. Plaintiffs seek to recover penalties pursuant to the PAGA from the
20 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during
21 the proposed PAGA Period.

22 113. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
23 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
24 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
25 pay period for each subsequent violation in which all culpable Defendants violated
26 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
27 of the applicable penalty is all in an amount to be shown according to proof at trial.

28 114. For the reasons alleged herein, Plaintiffs seek all available remedies

1 pursuant to the PAGA all in an amount to be shown according to proof at trial.

2 **SIXTH CAUSE OF ACTION**

3 **Individual and Representative Claim for Civil Penalties**

4 **For Failure to Maintain Required Records in Violation of California**

5 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

6 (Against All Defendants)

7 115. Plaintiffs reallege and incorporate by reference the foregoing allegations
8 as though set forth herein.

9 116. Section 7 of the typical Wage Order requires every employer to
10 maintain time and payroll records.

11 117. Plaintiffs seek to recover penalties pursuant to the PAGA from the
12 Defendants for any violations of Labor Code § 1174 for failing to maintain certain
13 records which employers are required to maintain, including but not limited to, an
14 accurate record indicating the number hours worked by the Plaintiffs.

15 118. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
16 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
17 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
18 pay period for each subsequent violation in which all culpable Defendants violated
19 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
20 of the applicable penalty is all in an amount to be shown according to proof at trial.

21 119. For the reasons alleged herein, Plaintiffs seek all available remedies
22 pursuant to the PAGA all in an amount to be shown according to proof at trial.

23 **SEVENTH CAUSE OF ACTION**

24 **Individual and Representative Claim for Civil Penalties**

25 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

26 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of**

27 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

28 (Against all Defendants)

1 120. Plaintiffs reallege and incorporate by reference the foregoing allegations
2 as though set forth herein.

3 121. California Labor Code § 2802 requires employers to indemnify their
4 employees for expenses and losses incurred while discharging their duties or
5 obedience to the directions of their employer.

6 122. California Labor Code § 2804 prohibits waiver of this statutory right.

7 123. Plaintiffs seek to recover penalties pursuant to the PAGA from the
8 Defendants for any violations of Labor Code § 2802 for failing to reimburse
9 employees for work-related expenses.

10 124. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
11 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
12 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
13 pay period for each subsequent violation in which all culpable Defendants violated
14 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
15 of the applicable penalty is all in an amount to be shown according to proof at trial.

16 125. For the reasons alleged herein, Plaintiffs seek all available remedies
17 pursuant to the PAGA all in an amount to be shown according to proof at trial.

18 **EIGHTH CAUSE OF ACTION**

19 **Individual and Representative Claim for Civil Penalties Under California Labor**
20 **Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code**
21 **subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1,**
22 **204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213,**
23 **Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4,**
24 **230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section**
25 **232.5, Sections 233, 234, 245-251, §§ 351-356, and 403, subdivision (b) of Section**
26 **404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603,**
27 **604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,**
28 **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 and the Applicable Wage Order

(Against all Defendants)

126. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

127. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the 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.

128. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of the foregoing Labor Codes.

129. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for violating Labor Code 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, 245-249, 351-356, and 403, subdivision (b) of Section 404, Sections 432, 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

1 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections
2 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
3 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
4 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
5 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
6 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
7 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
8 6310, 6311, and 6399.7.

9 130. Labor Code § 558 establishes a civil penalty as follows: Any employer
10 or other person acting on behalf of an employer who violates, or causes to be violated,
11 a section of this chapter or any provision regulating hours and days of work in any
12 order of the Industrial Welfare Commission (including the “Hours and Days of Work”
13 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
14 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
15 which the employee was underpaid in addition to an amount sufficient to recover
16 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
17 each underpaid employee for each pay period for which the employee was underpaid
18 in addition to an amount sufficient to recover underpaid wages; and (3) wages
19 recovered pursuant to this section shall be paid to the affected employee.

20 131. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
21 permitted by law all in an amount to be shown according to proof at trial.

22 **NINTH CAUSE OF ACTION**

23 **Individual and Representative Claim via Labor Code § 2698, *et seq.* for** 24 **Wrongful Termination, Retaliation, and Discrimination in Violation of Labor** 25 **Code §§ 96, 98.6, and 1102.5, *et seq.* and state law**

26 132. Plaintiffs reallege and incorporate by reference the foregoing allegations
27 as though set forth herein.

28 133. Labor Code § 1102.5, subdivision (a), prohibits employers from making,

1 adopting, or enforcing any rule, regulation or policy that prevents employees from
2 disclosing information governmental agencies where the employee has reasonable
3 cause to believe that the information discloses a violation of state or federal law, or a
4 violation or noncompliance with a state or federal rule or regulation.

5 134. Labor Code § 1102.5, subdivision (c), prohibits employers from
6 retaliating against an employee for the employee's refusal to participate in an activity
7 that would result in a violation of state or federal statute, or a violation or
8 noncompliance with a state or federal rule or regulation or for reporting such
9 violations to his or her employer.

10 135. As alleged above, Defendants violated Labor Code §§ 96, 98.6, and
11 1102.5, subdivisions (a), (c), and (d) because Defendants retaliated against the named
12 Plaintiff because, among other reasons, he engaged in protected activity.

13 136. As alleged above, Defendants violated the Labor Code and various state
14 laws, including but not limited to the common law rules governing wrongful
15 termination, discrimination, and harassment, defamation, intentional infliction of
16 emotional distress, among other things.

17 137. Defendants' acts were either intentional, reckless, or negligent.

18 138. As a proximate result of Defendants' actions, the named Plaintiff has
19 suffered and continues to suffer damages in an amount according to proof.

20 139. As a proximate result of Defendants' actions, the named Plaintiff on
21 behalf of himself and similarly situated employees and former employees, seeks all
22 remedies available to them as provided under the PAGA.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 25 1. For all remedies available to Plaintiffs under the applicable Industrial
26 Welfare Commission Order and the Labor Code via § 2698, *et seq.* including
27 but not limited to the recovery of civil penalties to the named Plaintiff and the
28 Aggrieved Employees in an amount to be determined at trial;

- 1 2. That Plaintiff and/or Aggrieved Employees be awarded reasonable
2 attorneys' fees, costs, interest, where available by law, including but not
3 limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure §
4 1021.5, and/or other applicable laws; and
5 3. For such other and further relief as this Court may deem proper and
6 just.

7 Dated: June 26, 2025

 Law Office of Thomas D.
 Rutledge

 By: DRAFT
 /s/Thomas D. Rutledge
 Attorney for Plaintiffs