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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By J. Siharath , Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 THE COUNTY OF SAN DIEGO

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

14 Plaintiffs,

15 vs.

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

18 Defendants.)
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28)

Case No.: 25CU047290C

**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 Maintain Records;
7. Failure to Reimburse Expenses;
8. Failure to Provide Records; and
9. Wrongful Discharge/Retaliation.

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 sue 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.”

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. On or about July 18, 2022, Defendants employed the named Plaintiff and
28 misclassified him as an exempt worker in California until Defendants wrongfully

1 terminated the Plaintiff on or about May 8, 2025 without paying Plaintiff all wages to
2 which Plaintiff had a right to receive in a timely manner in an amount to be proven at
3 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 of the state, and collect civil penalties for
8 all 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, including using artificial intelligence software, following instructions,
6 coordinating assignments with managers, reporting metrics to managers, design work
7 focused on product output, among other tasks. Cal. Lab. Code § 515.5; *Bothell v.*
8 *Phase Metrics, Inc.*, 299 F.3d 1120 (9th Cir. 2002) (an engineer who did not perform
9 duties of substantial importance to the management or operation of the business was
10 found non-exempt under the administrative exemption); *Hudson v. Corelogic, Inc.*,
11 2017 WL 11529502 (C.D. Cal. Aug. 14, 2017) (the court found no creative
12 professional exemption where the worker used templates and guidelines rather than
13 independently creating original designs); *Lola v. Skadden, et al.*, 620 F. App'x 37
14 (2nd Cir. 2015) (holding that plaintiff, a lawyer, stated a viable claim for FLSA
15 violations and that he was not exempt even though he was a licensed lawyer because
16 work on document review projects was work that a machine could have done and that
17 he did not perform work that was 'in the practice of law'" within the meaning of the
18 FLSA's learned professional exemption).

19 29. Plaintiff was not primarily engaged in work that was intellectual or
20 creative.

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

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

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

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

1 **Unpaid Overtime.**

2 34. During all times relevant, Plaintiffs allege that pursuant to company
3 policies and/or practices and/or directions implemented and enforced by Defendants,
4 that Defendants underpaid overtime, failed to pay overtime, or both to Aggrieved
5 Employees.

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

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

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

16 **Meal and Rest Break Claims.**

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

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

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

28 41. Despite his non-exempt duties, Defendants failed to pay Plaintiff and

1 other similarly situated Aggrieved Employees all meal break premiums in an amount
2 to proven at trial.

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

4 42. During all times relevant, Plaintiffs allege that pursuant to company
5 policies and/or practices and/or directions implemented and enforced by Defendants,
6 that Defendants failed to reimburse Aggrieved Employees for work-related expenses
7 in violation of California law.

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

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

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

17 45. During all times relevant, Plaintiffs allege that pursuant to company
18 policies and/or practices and/or directions implemented and enforced by Defendants,
19 that Defendants failed to issue lawful wage and earning statements to Aggrieved
20 Employees.

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

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

27 **Derivative PAGA Claims.**

28 48. During all times relevant, Plaintiffs allege that pursuant to company

1 policies and/or practices and/or directions implemented and enforced by Defendants,
2 that Defendants failed to pay Aggrieved Employees their final paychecks immediately
3 upon involuntary termination or within 72 hours of voluntary separation, and/or
4 Defendants did not pay all final wages at the location of employment, and/or said
5 final paychecks did not include all wages due to the employee in violation of
6 California law.

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

10 50. Defendants admit they violated Labor Code § 203 because Defendants
11 paid the named Plaintiff \$4,845.88 in "Term Pay Reg" (a euphemism for waiting time
12 penalties), but using Defendants' arbitrary hourly rate of \$100.95 times 8 times 30
13 equals \$5,653.48, not \$4,845.88, which means Defendants underpaid the Plaintiff
14 \$807.60 using Defendants' arbitrary and inaccurate figures (they numbers are much
15 higher especially where Plaintiff earned \$4,916.45 in Restricted Stock Units during
16 the 30 day lookback period).

17 51. The foregoing error also constitutes a standalone Labor Code § 226
18 violation.

19 52. To date, Plaintiffs are informed and believe, and therefore allege that
20 Defendants have not paid the named Plaintiff and Aggrieved Employees all wages
21 due and payable, in an amount to be proven at trial in violation of Labor Code §§
22 201.3, 203, and 256 via PAGA.

23 **Wrongful Termination/Retaliation.**

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

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

28 55. The stated reason for Plaintiff's termination was that Plaintiff "failed to

1 disclose outside consulting work.”

2 56. Labor Code § 96(k) via the PAGA, however, provides employees the
3 right to pursue remedies for adverse employment action resulting from “lawful
4 conduct occurring during nonworking hours away from the employer’s premises.”

5 57. Labor Code similarly § 98.6 prohibits an employer from retaliating
6 against an employee for engaging in conduct protected by the Labor Code or
7 exercising rights granted by the Labor Code.

8 58. Plaintiff alleges that Defendants never asked if Plaintiff was performing
9 outside consulting work.

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

12 60. Plaintiff also alleges that Plaintiff engaged in outside consulting work
13 during nonworking hours and off work premises with an employer that was not
14 Defendants’ competitor or directly related to the business in which the Defendants
15 was involved.

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

19 62. Based on the foregoing, Plaintiffs seek the remedies set forth in this
20 Complaint.

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

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

24 **All current or former employees who worked for the**
25 **Defendants in the state of California from June 27, 2024 to**
26 **the present.**

27 64. All members of the represented group are referred to as the “Aggrieved
28 Employees.”

1 65. The “PAGA Period” means from **June 27, 2024** to the present.

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

6 67. At all material times, Defendants and DOES 1 through 50 were and/or
7 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
8 Employees’ employer, within the meaning of California Labor Code § 558, and, as
9 such, are subject to penalties for each underpaid employee as set for in Labor Code §
10 558.

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

15 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

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

20 70. The statutory waiting period for the above letters has expired and the
21 LWDA did not serve notice of its intent to assume jurisdiction over the applicable
22 penalty claims or provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within
23 the statutory period.

24 71. Therefore, Plaintiffs have exhausted Plaintiffs’ administrative remedies
25 to pursue claims and remedies as authorized by the PAGA.

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

28 a. This action involves allegations of violations of provisions

1 of the California Labor Code that provide for a civil penalty
2 to be assessed and collected by the LWDA or any
3 departments, divisions, commissions, boards, agencies, or
4 employees;

5 b. Plaintiffs are “aggrieved employees” because Plaintiffs were
6 employed by the alleged violator and had one or more of the
7 Labor Code violations alleged on this Complaint committed
8 against them; and

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

11 **FIRST CAUSE OF ACTION**

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

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

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

15 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1811,**

16 **1198, and the applicable Industrial Welfare Commission (IWC)**

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

18 **(Against all Defendants)**

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

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

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

28 76. During all times relevant, at least one of the IWC Wage Orders applied

1 to Plaintiffs' employment with Defendants.

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

5 78. Under state and, where appropriate, local law, every employer must pay
6 each nonexempt employee minimum wages. (*See, e.g.*, Los Angeles County
7 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

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

10 80. Labor Code § 1194 subdivision (a) permits an action to recover wages
11 because of the payment of a wage less than the minimum wage "applicable to the
12 employee" including attorneys' fees, costs, and interest.

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

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

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

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1 Defendants for violations of the foregoing overtime laws during the proposed PAGA
2 Period.

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

7 92. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
8 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
9 period for the initial violation and two hundred (\$200.00) for each aggrieved
10 employee per pay period for each subsequent violation in which Defendants violated
11 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
12 and 1194, the exact amount of the penalties sought is in an amount to be shown
13 according to proof at trial.

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

16 **THIRD CAUSE OF ACTION**

17 **Individual and Representative Claim for Civil Penalties**
18 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
19 **Failure to Timely Pay Earned Wages in Violation of California**
20 **Labor Code §§ 201, 202, 203, 204, 204b,**
21 **218.5, 218.6, 256, 1198, and the applicable Wage Order**
22 **(Against all Defendants)**

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

25 95. Pursuant to Labor Code § 201, "If an employer discharges an employee,
26 the wages earned and unpaid at the time of discharge are due and payable
27 immediately."

28 96. Pursuant to Labor Code § 202, "If an employee not having a written

1 contract for a definite period quits his or her employment, his or her wages shall
2 become due and payable not later than 72 hours thereafter, unless the employee has
3 given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting.”

5 97. Labor Code § 203 provides, in pertinent part: “If an employer willfully
6 fails to pay, without abatement or reduction, ... any wages of an employee who is
7 discharged or who quits, the wages of the employee shall continue as a penalty from
8 the due date thereof at the same rate until paid or until an action therefore is
9 commenced; but the wages shall not continue for more than 30 days. ...”

10 98. Pursuant to Labor Code § 204, “all wages ... earned by any person in
11 any employment are due and payable twice during each calendar month, on days
12 designated in advance by the employer as the regular paydays.”

13 99. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
14 employee during any calendar week and prior to or on the regular payday shall be
15 paid for not later than the regular payday of the employer for such weekly-paid
16 employee falling during the following calendar week.”

17 100. Defendants did not properly pay Plaintiff and potentially other
18 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204
19 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

20 101. At all material times, Defendants and DOES 1 through 50 were and/or
21 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
22 Employees’ employer, within the meaning of California Labor Code § 558, and, as
23 such, are subject to penalties for each underpaid employee as set for in Labor Code §
24 558.

25 102. Plaintiffs seek to recover penalties pursuant to the PAGA from the
26 Defendants for any violations of the foregoing Labor laws during the proposed PAGA
27 Period.

28 103. 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 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

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

7 **FOURTH CAUSE OF ACTION**

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

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

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

12 (Against all Defendants)

13 105. Plaintiffs reallege and incorporate by reference the foregoing allegations
14 as though set forth herein.

15
16 106. Based on the misconduct alleged in this Complaint, Defendants failed to
17 provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods
18 during their employment by said Defendants.

19 107. Based on the misconduct alleged in this Complaint, Defendants also
20 failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed
21 meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

22 108. 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 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
27 an amount to be shown according to proof at trial.

28 109. 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 **FIFTH CAUSE OF ACTION**

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

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

5 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

6 **and the applicable IWC Wage Order**

7 (Against all Defendants)

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

10 111. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
11 pertinent part, that every employer shall, “semimonthly or at the time of each
12 payment of wages, shall furnish to his or her employees, either as a detachable part of
13 the check, draft, or voucher paying the employee's wages, or separately if wages are
14 paid by personal check or cash, an accurate itemized statement in writing showing (1)
15 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
16 piece-rate units earned and any applicable piece rate if the employee is paid on a
17 piece-rate basis, (4) all deductions, provided that all deductions made on written
18 orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of his or her social security
21 number..., (8) the name and address of the legal entity that is the employer. . . , and
22 (9) all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee and, beginning July 1,
24 2013, if the employer is a temporary services employer as defined in Section 201.3,
25 the rate of pay and the total hours worked for each temporary services assignment. . .”
26 (Labor Code § 226 subdivision (a).)

27 112. Plaintiffs seek to recover penalties pursuant to the PAGA from the
28 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during

1 the proposed PAGA Period.

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

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

10 **SIXTH CAUSE OF ACTION**

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

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

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

14 (Against All Defendants)

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

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

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

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

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

SEVENTH CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties

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

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

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

(Against all Defendants)

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

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

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

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

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

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

EIGHTH CAUSE OF ACTION

Individual and Representative Claim for Civil Penalties Under California Labor Code §§ 2698, 2699, et seq. for Violations of California Labor Code §§ 226, 432, 1198.5, and Wage Order 4 via Labor Code § 1198

(Against all Defendants)

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

127. California courts generally agree that current and former employees have broad statutory access to their personnel file and payroll records. Lab. Code §§ 432, 226, 1198.5, Wage Ord. 4, § 7; *Harper v. Charter Communs., LLC*, 2021 U.S. Dist. LEXIS 28747, *61-62 (E.D. Cal. 2021) (court observed “the case law indicates that § 1198.5 “intends a broad definition of ‘personnel file’”); *Wellpoint Health Networks, Inc. v. Superior Court*, 59 Cal. App. 4th 110, 124 (1997) (“[Section 1198.5] intends a broad definition of ‘personnel file’ to preclude employers from assigning documents to files having some other name, and then refusing access to the documents on the ground that they are not contained in the ‘personnel file.’”).

128. California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to “afford current and former employees the right to inspect or copy records pertaining to their employment, upon a reasonable request to the employer...” and subdivision (c), requires employers to produce such records within “21 calendar days from the date of the request.”

129. California Labor Code § 432, subdivision (b), requires employers doing business in the State of California to provide current, former employees, and applicants copies of all written instruments they sign upon request.

130. California Labor Code § 1198.5, et seq., similarly provides current and former employees the right to inspect their employee personnel records and requires the employer to provide the employee access to such records no later than 30 calendar days from the date the employer receives a written request.

131. As it pertains to “records,” § 7 of Wage Order 4 provides:

1 (A) Every employer shall keep accurate information with
2 respect to each employee including the following:

3 (1) Full name, home address, occupation and social
4 security number.

5 (2) Birth date, if under 18 years, and designation as a
6 minor.

7 (3) Time records showing when the employee begins and
8 ends each work period. Meal periods, split shift intervals and
9 total daily hours worked shall also be recorded. Meal periods
10 during which operations cease and authorized rest periods need
11 not be recorded.

12 (4) Total wages paid each payroll period, including value
13 of board, lodging, or other compensation actually furnished to
14 the employee.

15 (5) Total hours worked in the payroll period and
16 applicable rates of pay. **This information shall be made
17 readily available to the employee upon reasonable request.**

18 Wage Order 4, § 7 (emphasis added).

19 132. On or about May 21, 2025, the named Plaintiff, via counsel, sent a letter
20 to Defendants requesting to obtain access to the named Plaintiff's payroll records and
21 employee personnel file.

22 133. On or about June 10, 2025, Defendants provided some of the requested
23 records, but not all required by statute.

24 134. On or about June 25, 2025, the named Plaintiff, via counsel, sent a
25 second letter to Defendants requesting to obtain access to the named Plaintiff's
26 payroll records and employee personnel file.

27 135. On or about June 30, 2025, Defendants provided additional records, but
28 not all required by statute.

136. To date, Defendants have failed to produce the complete portions of the
named Plaintiff's personnel file including but not limited to the named Plaintiff's time
records, Defendants' employee handbooks and written reimbursement policy.

137. Plaintiffs seek penalties for Defendants' conduct as alleged herein as

1 permitted by law all in an amount to be shown according to proof at trial.

2 **NINTH CAUSE OF ACTION**

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

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

8 139. Labor Code § 1102.5, subdivision (a), prohibits employers from making,
9 adopting, or enforcing any rule, regulation or policy that prevents employees from
10 disclosing information governmental agencies where the employee has reasonable
11 cause to believe that the information discloses a violation of state or federal law, or a
12 violation or noncompliance with a state or federal rule or regulation.

13 140. Labor Code § 1102.5, subdivision (c), prohibits employers from
14 retaliating against an employee for the employee's refusal to participate in an activity
15 that would result in a violation of state or federal statute, or a violation or
16 noncompliance with a state or federal rule or regulation or for reporting such
17 violations to his or her employer.

18 141. As alleged above, Defendants violated Labor Code §§ 96, 98.6, and
19 1102.5, subdivisions (a), (c), and (d) because Defendants retaliated against the named
20 Plaintiff because, among other reasons, he engaged in protected activity.

21 142. As alleged above, Defendants violated the Labor Code and various state
22 laws, including but not limited to the common law rules governing wrongful
23 termination, discrimination, and harassment, defamation, intentional infliction of
24 emotional distress, among other things.

25 143. Defendants' acts were either intentional, reckless, or negligent.

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

28 145. As a proximate result of Defendants' actions, the named Plaintiff on

1 behalf of himself and similarly situated employees and former employees, seeks all
2 remedies available to them as provided under the PAGA.

3 **PRAYER FOR RELIEF**

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

- 5 1. For all remedies available to Plaintiffs under the applicable Industrial
6 Welfare Commission Order and the Labor Code via § 2698, *et seq.* including
7 but not limited to the recovery of civil penalties to the named Plaintiff and the
8 Aggrieved Employees in an amount to be determined at trial;
9 2. That Plaintiff and/or Aggrieved Employees be awarded reasonable
10 attorneys' fees, costs, interest, where available by law, including but not
11 limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure §
12 1021.5, and/or other applicable laws; and
13 3. For such other and further relief as this Court may deem proper and just.

14 Dated: September 8, 2025

Law Office of Thomas D. Rutledge

16 By: /s/Thomas D. Rutledge

17 Thomas D. Rutledge

18 Attorney for Plaintiffs
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