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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

DANELL PAGE, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

CONDUENT STATE & LOCAL SOLUTIONS,
INC., a New York corporation; RANDSTAD
US, LLC, a limited liability company; and DOES
1 through 10, inclusive,

Defendants

Case No.: 23CV037588

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

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1 Plaintiff Danell Page (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants Conduent State & Local Solutions,
6 Inc., Randstad US, LLC, and Does 1 through 10 (collectively referred to as “Defendants”) for
7 civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698
8 et seq. (“PAGA”) stemming from Defendants’ failure to pay minimum wages, failure to pay
9 overtime wages, failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to maintain accurate records of hours worked and meal periods, failure to timely pay all
11 wages to terminated employees, failure to indemnify necessary business expenses, and failure to
12 furnish accurate wage statements.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and his
16 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
17 that employees are promptly paid the minimum/overtime wages that the Legislature has required
18 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
19 criminalized certain types of violations. In extending extra protection to deter violations of these
20 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
21 other damages other than civil penalties—California has enacted the PAGA to permit an
22 individual to bring an action on behalf of himself and on behalf of others for PAGA penalties
23 only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who are or
25 were harmed by Defendant’s illegal practices are “Aggrieved Employees.”

26 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
27 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the
28 State of California. Plaintiff does not seek to recover anything other than penalties as permitted

1 by California Labor Code Section 2699 at this time. To the extent that statutory violations are
2 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
3 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
4 declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by
5 the PAGA.

6 5. Defendants own/owned and operate/operated an industry, business, and
7 establishment within the State of California, including Alameda County. As such, and based
8 upon all the facts and circumstances incident to Defendants' business in California, Defendants
9 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
10 Commission ("IWC"), and the California Business & Professions Code.

11 6. Despite these requirements, throughout the statutory period Defendants
12 maintained a systematic, company-wide policy and practice of:

- 13 (a) Failing to pay employees for all hours worked, including all minimum
14 wages, and overtime wages in compliance with the California Labor Code
15 and IWC Wage Orders;
- 16 (b) Failing to provide employees with timely and duty-free meal periods in
17 compliance with the California Labor Code and IWC Wage Orders, failing
18 to maintain accurate records of all meal periods taken or missed, and
19 failing to pay an additional hour's pay for each workday a meal period
20 violation occurred;
- 21 (c) Failing to authorize and permit employees to take timely and duty-free rest
22 periods in compliance with the California Labor Code and IWC Wage
23 Orders, and failing to pay an additional hour's pay for each workday a rest
24 period violation occurred;
- 25 (d) Failing to indemnify employees for necessary business expenses incurred;
- 26 (e) Willfully failing to pay employees all minimum wages, overtime wages,
27 meal period premium wages, and rest period premium wages due within
28

the time period specified by California law when employment terminates;
and

(f) Failing to maintain accurate records of the hours that employees worked.

(g) Failing to provide employees with accurate, itemized wage statements
containing all the information required by the California Labor Code and
IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and
constructive notice of the improprieties alleged herein and intentionally refused to rectify their
unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the
unlawful conduct, policies, practices, acts and omissions as described in each and all of the
foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
Defendants are responsible for each of the unlawful acts or omissions complained of herein under
the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

9. Plaintiff is a California resident that worked for Defendants in the County of
Alameda, State of California, as a call center representative from approximately December 2021
to June 2022.

10. Plaintiff reserves the right to seek leave to amend this complaint to add new
plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
American Savings and Loan Association (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief
alleges, that Defendant Conduent State & Local Solutions, Inc. is:

(a) A New York corporation with its principal place of business in Alameda,
California.

- 1 (b) A business entity conducting business in numerous counties throughout the
2 State of California, including in Alameda County; and
3 (c) The former employer of Plaintiff, and the current and/or former employer
4 of the Aggrieved Employees. Defendants suffered and permitted Plaintiff
5 and the Aggrieved Employees to work, and/or controlled their wages,
6 hours, or working conditions.

7 12. Plaintiff is informed and believes, and based upon that information and belief
8 alleges, that Defendant Randstad US, LLC is:

- 9 (a) A limited liability company with its principal place of business in
10 Alameda, California.
11 (b) A business entity conducting business in numerous counties throughout the
12 State of California, including in Alameda County;
13 (c) The former employer of Plaintiff, and the current and/or former employer
14 of the Aggrieved Employees. Defendants suffered and permitted Plaintiff
15 and the Aggrieved Employees to work, and/or controlled their wages,
16 hours, or working conditions; and
17 (d) At all times relevant herein, Defendants, and each of them, were joint
18 employers of Plaintiff and the Aggrieved Employees.

19 13. Plaintiff does not currently know the true names or capacities of the persons or
20 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
21 names. Each of the Doe Defendants was in some manner legally responsible for the damages
22 suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
23 complaint to set forth the true names and capacities of these Defendants when they have been
24 ascertained, together with appropriate charging allegations, as may be necessary.

25 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
26 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
27 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
28 California.

1 15. Plaintiff is informed and believes and thereon alleges that at all relevant times
2 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
3 the other employees described in the Aggrieved Employees definitions below, and exercised
4 control over their wages, hours, and working conditions. Plaintiff is informed and believes and
5 thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
6 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
7 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
8 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
9 such other relationships to some or all of the other Defendants so as to be liable for their conduct
10 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
11 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
12 that each Defendant knew or should have known about, and authorized, ratified, adopted,
13 approved, controlled, aided and abetted the conduct of all other Defendants.

14 **GENERAL ALLEGATIONS**

15 16. Plaintiff is a California resident who worked for Defendants in the County of
16 Alameda, State of California, as a call center representative from approximately December 2021
17 to June 2022. During the statutory period, Defendants classified Plaintiff as non-exempt from
18 California's overtime requirements, and paid Plaintiff an hourly wage.

19 17. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
20 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
21 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
22 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
23 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
24 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
25 Defendants was typical and illustrative.

26 18. Throughout the statutory period, Defendants maintained a policy and practice of
27 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
28 wages. Further, Plaintiff and the Aggrieved Employees were occasionally required to show up to

1 work, only to be asked to return home early, within 2 hours, without being paid reporting time
2 pay.

3 19. Throughout the statutory period, Defendants have wrongfully failed to provide
4 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants
5 sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess of
6 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-
7 free meal period for every five hours of work, or without compensating Plaintiff and the
8 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
9 work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the
10 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
11 for shifts greater than 10 hours, by the end of the tenth hour of work. Defendants also failed to
12 accurately record meal periods. Accordingly, Defendants' policy and practice was to not provide
13 meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

14 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
15 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
16 Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to work
17 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
18 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
19 major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees
20 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
21 Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants
22 did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and
23 the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
24 timing of rest periods. Defendants also did not have adequate policies or practices to verify
25 whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further,
26 Defendants did not maintain accurate records of employee work periods, and therefore
27 Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods
28 during the middle of each work period. Accordingly, Defendants' policy and practice was to not

1 authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance
2 with California law.

3 21. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
4 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
5 Defendants without reimbursement, which included home internet costs, home computer costs,
6 home office supplies costs, and cellular telephone costs.

7 22. Throughout the statutory time period, Defendants failed to pay the final paychecks
8 within the statutory time permitted by Labor Code Section 203.

9 23. Throughout the statutory period, Defendants willfully failed and refused to timely
10 pay Plaintiff and the Aggrieved Employees at the conclusion of their employment all wages for
11 all minimum wages, overtime wages, meal period premium wages, and rest period premium
12 wages.

13 24. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
14 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
15 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
16 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
17 provided in accordance with California law, correct wages for rest periods that were not
18 authorized and permitted to take in accordance with California law, and Defendant's address).
19 Further, the wage statements do not show Defendant's address as required by California law. As
20 a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
21 Employees suffered injury because, among other things:

- 22 (a) the violations led them to believe that they were not entitled to be paid
23 minimum wages, overtime wages, meal period premium wages, and rest
24 period premium wages to which they were entitled, even though they were
25 entitled;
- 26 (b) the violations led them to believe that they had been paid the minimum,
27 overtime, meal period premium, and rest period premium wages, even
28 though they had not been;

- 1 (c) the violations led them to believe they were not entitled to be paid
2 minimum, overtime, meal period premium, and rest period premium wages
3 at the correct California rate even though they were;
- 4 (d) the violations led them to believe they had been paid minimum, overtime,
5 meal period premium, and rest period premium wages at the correct
6 California rate even though they had not been;
- 7 (e) the violations hindered them from determining the amounts of minimum,
8 overtime, meal period premium, and rest period premium owed to them;
- 9 (f) in connection with their employment before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have
11 to perform mathematical computations to determine the amounts of wages
12 owed to them, computations they would not have to make if the wage
13 statements contained the required accurate information;
- 14 (g) by understating the wages truly due them, the violations caused them to
15 lose entitlement and/or accrual of the full amount of Social Security,
16 disability, unemployment, and other governmental benefits;
- 17 (h) the wage statements inaccurately understated the wages, hours, and wages
18 rates to which Plaintiff and the Aggrieved Employees were entitled, and
19 Plaintiff and the Aggrieved Employees were paid less than the wages and
20 wage rates to which they were entitled.

21 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
22 Labor Code § 226(e), including actual damages.

23 **FIRST CAUSE OF ACTION**

24 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
25 **2004, Cal. Lab. Code § 2698 et seq.)**

26 25. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
27 though fully set forth herein.
28

1 26. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 27. California Labor Code § 2699(a) specifically provides for a private right of action
4 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
5 law, any provision of this code that provides for a civil penalty to be assessed and collected by
6 the Labor and Workforce Development Agency or any of its departments, divisions,
7 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
8 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
9 herself and other current or former employees pursuant to the procedures specified in Section
10 2699.3.”

11 28. Plaintiff has exhausted his administrative remedies pursuant to California Labor
12 Code § 2699.3. On January 23, 2023, Plaintiff gave written notice by online filing to the Labor
13 and Workforce Development Agency and by certified mail to Defendants of the specific
14 provisions of the Labor Code that Defendants have violated against Plaintiff and current and
15 former aggrieved employees, including the facts and theories to support the violations (See
16 attached as **Exhibit A**). Plaintiff’s PAGA case number is No. LWDA-CM-930954-23. At the
17 time of this filing, 65 days has elapsed since Plaintiff provided notice, but the Labor and
18 Workforce Development Agency has not indicated that it intends to investigate Defendants’
19 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
20 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
21 the Labor Code described in this Complaint. These penalties include, but are not limited to,
22 penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

23 29. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
24 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
25 employing labor who willfully fails to maintain accurate and complete records required by
26 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
27 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
28 begins and ends each work period. Meal periods, and total hours worked daily shall also be

1 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
2 keep total hours worked in the payroll period and applicable rates of pay.

3 30. During the time period of employment for Plaintiff and the Aggrieved Employees,
4 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
5 maintain accurate records showing meal periods, and accurate records showing when employees
6 begin and end each work period. Defendants' failure to provide and maintain records required by
7 the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to
8 know, understand and question the accuracy and frequency of meal periods, and the accuracy of
9 their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved
10 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
11 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved
12 Employees have suffered and continue to suffer, substantial losses related to the use and
13 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
14 to compel Defendants to fully perform its obligation under state law, all to their respective
15 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
16 comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved
17 Employees have also suffered an injury in that they were prevented from knowing,
18 understanding, and disputing the wage payments paid to them.

19 31. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
20 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved
21 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount
22 to be shown according to proof at trial. These penalties are in addition to all other remedies
23 permitted by law.

24 32. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
25 pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in
26 any action shall be entitled to an award of reasonable attorney's fees and costs."
27
28

1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of all similarly Aggrieved Employees, prays for relief and judgment
3 against Defendants, jointly and severally, as follows:

4 1. That the Court declare, adjudge and decree that Defendants violated the California
5 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
6 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
7 failing to reimburse business expenses, failing to furnish accurate wage statements, and failing to
8 maintain accurate records of all hours worked;

9 2. An award of civil penalties on behalf of himself and all similarly aggrieved
10 employees pursuant to PAGA;

11 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

12 4. Attorneys' fees and costs reasonably incurred;

13 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

14 6. Such other and further relief that the Court deems proper.
15

16 Dated: June 5, 2023

Respectfully submitted,

17 **MOON & YANG, APC**

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19 By: 

Kane Moon

H. Scott Leviant

Mariam Ghazaryan

Attorneys for Plaintiff, Danell Page
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