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August 21, 2025

File No. 793

VIA INTERNET UPLOAD

Department of Industrial Relations
Labor Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
Accounting Unit
San Francisco, California 94102

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701674148057)

President/CEO/HR Director
Circle K Stores Inc.
1130 W. Warner Road, Building B
Tempe, Arizona 85284

Re: *Pilkington, et al. v. Circle K Stores Inc., et al.*

Dear Sir or Madam:

This office represents Mrs. Savana Pilkington and similarly aggrieved employees. Accordingly, we are informing you of our representation and ask that all further 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 is a representative action seeking 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.

Plaintiffs have numerous legal claims against the abovementioned parties. In summary, Defendants issued Plaintiffs and their fellow aggrieved employees inaccurate wage statements, failed to pay them in a timely manner, failed to pay them all wages

including but not limited to overtime, minimum wage, meal and rest premium pay. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability.

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, but are not limited to the following: 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, 353, and 403, subdivision (b) of Section 404, Sections 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 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.

III. 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: Savana Pilkington (via e-mail)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

SAVANA PILKINGTON, an individual
in her capacity as the State of
California's designated proxy under the
Private Attorneys General Act (PAGA)
and on behalf of others,

Plaintiffs,

vs.

CIRCLE K STORES INC., a Texas
corporation; and DOES 1 through 10
inclusive

Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PAGA ONLY FOR:**

- 1. Failure to Pay State
Minimum/Regular/Local Wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Make Payments
Within the Required Time;**
- 4. Meal and Rest Break Labor Code
Violations;**
- 5. Failure to Provide Accurate
Wage Statements;**
- 6. Failure to Maintain Records;**
- 7. Failure to Reimburse Work
Related Expenses;**
- 8. Failure to Properly Pay Sick
Pay; and**
- 9. Claim for miscellaneous Labor
Code Violations via the PAGA.**

Plaintiff SAVANA PILKINGTON, in her capacity as the State of California's

1 designated proxy under the Private Attorneys General Act and on behalf of Aggrieved
2 Employees (collectively the “Plaintiffs” and/or “Aggrieved Employees”), alleges the
3 following:

4 **NATURE OF THE ACTION**

5 1. Plaintiff SAVANA PILKINGTON is suing in her individual capacity;
6 she is proceeding herein under the Private Attorneys General Act (PAGA) of 2004, as
7 amended, Labor Code §§ 2698, *et seq.*, on behalf of the State of California for all
8 Aggrieved Employees, including themselves and other Aggrieved Employees. *Adolph*
9 *v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023); *Balderas v. Fresh Start*
10 *Harvesting*, 101 Cal. App. 5th 533 (2024).

11 2. This action is exempt from mandatory arbitration pursuant to the *Ending*
12 *Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021* (“EFAA”),
13 9 U.S.C. § 402, because Plaintiff asserts claims arising from sexual assault and sexual
14 harassment/discrimination.

15 3. Accordingly, any attempt to compel arbitration of this case would be
16 without legal basis and undertaken in bad faith, in violation of California law,
17 including the covenant of good faith and fair dealing and the prohibition against
18 frivolous or dilatory motions. Code Civ. Proc. § 128.7.

19 4. By this action, Plaintiffs seek civil penalties on behalf of herself and
20 Aggrieved Employees pursuant to the PAGA for Defendants’ violations of the
21 California Labor Code. *Adolph*, 14 Cal. 5th 1104.

22 **JURISDICTION AND VENUE**

23 5. Pursuant to Article VI, § 10 of the California Constitution, subject matter
24 jurisdiction is proper in the Superior Court of California because Plaintiffs allege
25 claims arising under California law.

26 6. This Court has jurisdiction over the Defendants because each is an
27 association, corporation, business entity, or individual that conducts substantial
28 business in the State of California, County of San Diego.

7. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because this is where the misconduct occurred and a plaintiff is not limited to the county in which he or she performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069, 1075 (2021).

THE PARTIES

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

9. Plaintiff SAVANA PILKINGTON is an individual that resides in California.

10. Defendant CIRCLE K STORES INC. is a Texas corporation doing business in California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and believes, and based thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein. All named Defendants and DOES 1 through 50 are collectively referred to as “Defendants.”

12. Plaintiffs are informed and believe, and based thereon allege that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other Defendants.

1 13. Plaintiffs are informed and believe, and based thereon allege that each
2 Defendant was acting partly within and partly without the scope and course of their
3 employment, and was acting with the knowledge, permission, consent, and
4 ratification of every other Defendant.

5 14. Plaintiffs are informed and believe, and based thereon allege that each
6 of the Defendants was an agent, managing general partner, managing member, owner,
7 co-owner, partner, employee, and/or representative of each of the Defendants, and
8 were at all times material hereto, acting within the purpose and scope of such agency,
9 employment, contract and/or representation, and that each of them are jointly and
10 severally liable to Plaintiffs for the acts alleged herein

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

15 16. Plaintiffs are informed and believe, and based thereon allege that each of
16 the named Defendants are part of an integrated enterprise and have acted or currently
17 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
18 the wage and hour violations alleged herein.

19 17. Plaintiffs are informed and believe, and based thereon allege, that
20 Defendants DOES 1-100 were a “Client employer” within the meaning of Labor Code
21 § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code § 2810.3.

22 **GENERAL ALLEGATIONS**

23 18. Defendants are in the convenience store business.

24 19. From about March 1, 2025 to the present, the Defendants employed the
25 named Plaintiff as a Food Captain, a nonexempt employee, in one of its convenience
26 stores in the County of San Diego.

27 20. The named Plaintiff is an “aggrieved employee” within the meaning of
28 the PAGA because Defendants employed Plaintiffs in California and Plaintiffs

1 experienced one or more of the alleged Labor Code violations committed against the
2 Plaintiff, and therefore the named Plaintiff is properly suited to act on behalf the state,
3 and collect civil penalties for all violations committed against the Aggrieved
4 Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

5 21. California law provides that an aggrieved employee may file a
6 representative action under the PAGA against an employer for civil penalties in
7 connection with violations of the Labor Code and Wage Order.

8 22. On information and belief, current and former employees of Defendants
9 suffered from Defendants' Labor Code violations.

10 **Sexual Assault and Discrimination.**

11 23. During all times relevant, the named Plaintiff worked in a convenience
12 store that was owned, operated, and managed by the Defendants.

13 24. During all times relevant, the named Plaintiff reported to a store manager
14 who, in turn, reported to a district manager, who, in turn reported to a higher manager,
15 and so on.

16 25. During her employment, the named Plaintiff worked alongside a number
17 of coworkers, one of them was a perennial drunkard who reported to work under the
18 influence of alcohol.

19 26. The named Plaintiff's drunk coworker sometimes handled work
20 assignments that involved safety issues, such as handling a ladder in order to reach far
21 places, working in the cooler handling heavy merchandise, using a razor blade to
22 open packages, among other tasks requiring a level of sobriety to perform.

23 27. The named Plaintiff was concerned for her and other people's safety
24 when working with her drunk coworker.

25 28. The named Plaintiff communicated her safety concerns to management
26 about her drunk coworker, which did nothing to placate her concerns.

27 29. Further, the named Plaintiff's worked alongside another coworker who
28 worked as a floater, meaning he worked at different convenience stores depending on

1 Defendants' staffing needs.

2 30. The abovementioned floater took a liking to the named Plaintiff and
3 during working hours made unsolicited flattering comments to the Plaintiff, such as
4 "you are absolutely gorgeous," "you are a total smoke show," and how she resembled
5 an attractive female actress, or words to that effect, among other sexually oriented
6 statements.

7 31. At first, the named Plaintiff considered these comments harmless
8 because she believed the floater was a homosexual, but later it became clear these
9 statements meant more than that.

10 32. Defendants' management encouraged store employees to share their
11 personal cell phone numbers with management and coworkers.

12 33. This phone sharing process was done via so-called group text messaging,
13 where management sent texts to its employees discussing management needs,
14 scheduling, among other topics.

15 34. During the week of August 10, 2025, the abovementioned floater took
16 advantage of management's phone number sharing policy by obtaining the named
17 Plaintiff's personal cell phone and sending her inappropriate text messages after work
18 hours.

19 35. In one message, the floater said to the named Plaintiff, "If you are the
20 pretty damsel named Cali dat works at circle K, Christian wanted me to tell you "U're
21 awesome and to have a nice day," or words to that effect, and sent a video the named
22 Plaintiff refused to open.

23 36. Other text messages the floater sent to the named Plaintiff said, "I wanna
24 tear her up, absorb her so she's mine forever," or words to that effect.

25 37. The named Plaintiff is happily married.

26 38. The named Plaintiff made clear to the floater that his messages were
27 uninvited and that he should stop.

28 39. Despite named Plaintiff's warnings, the floater continued to send

1 messages, such as “Ur lips taste like strawberries and ur butt, soft as pillows. We can
2 just enjoy each others [sic] affection, no need for tags.”

3 40. When reporting to work, the named Plaintiff reported these inappropriate
4 messages to her boss, the store manager (Ana), and said she did not appreciate these
5 comments from the floater, to which her manager offered little help.

6 41. On August 17, 2025, things went from bad to worse: The floater reported
7 to work at the same store where the named Plaintiff was working.

8 42. When the floater saw the named Plaintiff, he gave her a hug and told her
9 he was sorry.

10 43. The named Plaintiff thought this would be the end of things, but later in
11 the workday when alone in the cooler with the floater, the floater asked for another
12 hug from the named Plaintiff.

13 44. Before she could refuse, the floater forced himself on the named
14 Plaintiff.

15 45. In doing so, the floater sexually assaulted the named Plaintiff by
16 embracing her with his arms and torso, kissing her neck leaving a mark (otherwise
17 called a hickey), grabbing her crotch, and rubbing his lower torso against the named
18 Plaintiff.

19 46. The named Plaintiff was completely startled by this unwanted act.

20 47. The named Plaintiff was barely able to break free from the floater’s
21 grasp, and firmly told him to stop and never to do that again.

22 48. The named Plaintiff thereafter left the cooler and told management
23 immediately about the sexual assault.

24 49. “Should I call the police,” asked the named Plaintiff of her manager, to
25 which management responded, let me call the district manager and I will let you
26 know.

27 50. Management never called the police and the named Plaintiff finished her
28 shift and went home feeling quite concerned.

1 51. On August 18, 2025, after reporting to work and realizing management
2 intended to do nothing about the abovementioned criminal act, the named Plaintiff
3 called the police.

4 52. When the police arrived at the named Plaintiff's workplace, they met
5 with the named Plaintiff, and investigated her crime report.

6 **Sexual Discrimination.**

7 53. Despite the foregoing incident, the named Plaintiff continued to report to
8 work.

9 54. On or about August 21, 2025, the named Plaintiff reported to work and
10 worked a half day.

11 55. When returning from lunch, the named Plaintiff's manager told her that
12 she was being placed on unpaid leave pending the investigation of her crime report.

13 56. The named Plaintiff maintains this constitutes an "adverse employment
14 action" and is in retaliation for making a workplace report of sexual assault. *Yanowitz*
15 *v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028, 1052 (2005) ("adverse action" is interpreted
16 broadly and not limited to "ultimate" actions like termination).

17 **Minimum Wage/Regular Wage claims.**

18 57. During all times relevant, Plaintiffs are informed and believe and thereon
19 allege that pursuant to company policy and/or practice and/or direction, Defendants
20 paid Plaintiff and Aggrieved Employees wages at less than the rate required under
21 state, federal, and local law.

22 58. Plaintiffs are informed and believe and thereon allege that Defendants, for
23 example, encouraged the Plaintiff and Aggrieved Employees to work off the clock to
24 meet deadlines and employer demands that could not be accomplished during normal
25 working hours, thus causing Plaintiff and Aggrieved Employees to work off the clock
26 depriving Aggrieved Employees from compensation.

27 59. In some instances, Plaintiffs are informed and believe and thereon allege
28 that Plaintiff and Aggrieved Employees began the workday before their scheduled

1 shifts to perform work activities.

2 60. The foregoing time worked was unpaid and Plaintiffs are informed and
3 believe and thereon allege that Defendants knew or should have known that the work
4 was being performed without compensation.

5 61. Plaintiffs are informed and believe and thereon allege that Plaintiff and
6 Aggrieved Employees continued working after their shifts ended to complete tasks.

7 62. The foregoing tasks were completed after Plaintiff and, upon information
8 and belief, other Aggrieved Employees logged out of Defendants' timekeeping system.

9 63. Plaintiff and Aggrieved Employees were uncompensated for this
10 worktime that Defendants required and/or permitted them to work.

11 64. Again, Plaintiffs are informed and believe and thereon allege that
12 Defendants knew or should have known that the foregoing work was being performed
13 without compensation.

14 65. Plaintiffs are also informed and believe and thereon allege that Defendants
15 used a timekeeping system whereby Defendants rounded down Aggrieved Employees'
16 work time, resulting in lost wages in an amount to be determined at trial.

17 66. Plaintiffs are also informed and believe and thereon allege that Defendants
18 automatically deducted meal breaks that Aggrieved Employees did not take and which
19 instead they actually worked through.

20 67. As a result of the foregoing, Defendants refused to pay Aggrieved
21 Employees for the above-described hours at their regular rate or minimum wage rate in
22 an amount to be determined at trial.

23 **Failure to Pay State Overtime.**

24 68. During all times relevant, Plaintiffs are informed and believe and thereon
25 allege that pursuant to company policy and/or practice and/or direction, Defendants
26 failed to pay Plaintiff and Aggrieved Employees state overtime compensation and/or
27 the correct amount of overtime and sick pay compensation.

28 69. This claim is generally premised on the facts described above, but when

1 Plaintiff and Aggrieved Employees also had the right to overtime compensation,
2 Defendants failed to pay Plaintiff and Aggrieved Employees overtime in an amount to
3 be proven at trial.

4 70. Further, Plaintiffs are informed and believe and thereon allege that
5 Defendants failed to pay Plaintiff and Aggrieved Employees for the right amount of
6 overtime and sick pay due to Defendants' failure to include "premium pay" into
7 Plaintiff and Aggrieved Employees' regular rate of pay for overtime and/or sick pay
8 purposes in an amount to be proven at trial.

9 **Meal and Rest Break Claims.**

10 71. During all times relevant, Plaintiffs are informed and believe and thereon
11 allege that pursuant to company policy and/or practice and/or direction, Defendants
12 failed to authorize and/or permit Plaintiff and Aggrieved Employees to take all their
13 compliant off-duty meal and rest breaks during the required timeframe as required by
14 law and failed to pay them premium pay, in an amount to be proven at trial.

15 72. Under California Labor Code § 512(a) and applicable IWC Wage Orders:
16 "An employer may not employ an employee for a work period of more than five hours
17 per day without providing a meal period of not less than 30 minutes..."

18 73. Plaintiffs are informed and believe and thereon allege that when Plaintiff
19 and Aggrieved Employees worked more than five and/or ten hours in a workday, they
20 were deprived their right to take lawful meal breaks and Defendants failed to pay them
21 premium pay for the missed or noncompliant meal breaks, in an amount to be proven
22 at trial.

23 74. By way of example, the named Plaintiff maintains she often worked more
24 than ten hour shifts without ever receiving a second meal or rest break, despite telling
25 managers she missed her break.

26 75. For each meal period violation, the employer must pay the employee one
27 additional hour of pay at the employee's regular rate of compensation (Labor Code §
28 226.7(c)), yet the named Plaintiff is informed and believes and thereon alleges that

1 Defendants never paid any premium pay for missed or unlawful meal or rest breaks.

2 76. As for rest breaks, because of Defendants' policy, practice, and work
3 demands, Defendants prevented Plaintiff and Aggrieved Employees from taking all
4 their uninterrupted rest breaks to which they had the right to enjoy, in an amount to be
5 proven at trial, and Defendants failed to pay them premium pay as required under
6 California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

7 77. The foregoing are examples of what Plaintiffs believe are many instances
8 of how Defendants prevented Plaintiffs/Aggrieved Employees from taking their lawful
9 breaks.

10 **Failure to Reimburse.**

11 78. During all times relevant, Plaintiffs are informed and believe and thereon
12 allege that pursuant to company policy and/or practice and/or direction, Defendants
13 required Plaintiff and Aggrieved Employees to incur various work-related expenses
14 which were never reimbursed.

15 79. Plaintiffs are informed and believe and thereon allege the unreimbursed
16 purchases the named Plaintiffs and Aggrieved Employees were required to make to
17 perform their work include, but are not limited to cell phone usage, among other
18 things. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014)
19 ("We hold that when employees must use their personal cell phones for work-related
20 calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
21 employees have cell phone plans with unlimited minutes or limited minutes, the
22 reimbursement owed is a reasonable percentage of their cell phone bills.")

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

24 80. During all times relevant, and pursuant to company policy and/or practice
25 and/or direction and continuing to the present, and pursuant to company policy and/or
26 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
27 Defendants issued confusing and inaccurate wage and earning statements to Plaintiff
28 and Aggrieved Employees in violation of Labor Code § 226.

81. Plaintiffs allege Aggrieved Employees' wage statements were inaccurate because Defendants failed to pay them all wages, as alleged above, supporting a derivative claim under Labor Code § 226.

Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, 256, etc.

82. During all times relevant and pursuant to the above-mentioned policies, Plaintiffs are informed and believe and thereon allege that Defendants failed to pay all wages to which Plaintiff and Aggrieved Employees had the right to receive under the law in a timely manner.

83. As to the named Plaintiffs specifically, as alleged above Defendants failed to timely pay Plaintiffs wages in violation of the Labor Code including but not limited to §§ 201-203, and 204.

84. For example, Defendants neglected to mail the named Plaintiff's paycheck in a timely manner and that it took the Defendants more than a week to issue Plaintiff's paycheck.

85. Further, on or about August 21, 2025, the Defendants placed the named Plaintiff on administrative leave without pay (effectively, a termination), yet Defendants failed to issue Plaintiff's final paycheck on her date of termination in violation of the Labor Code.

REPRESENTATIVE ACTION (PAGA) CLAIMS

86. This representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following group:

All current or former people Defendants characterized and employed as independent contractors in California from August 21, 2024 to the present.

87. All members of the represented group are referred to as the "Aggrieved Employees."

88. The "Representative Period" means from **August 21, 2024 to the**

1 **present.**

2 89. Plaintiff further alleges, on information and belief, that Aggrieved
3 Employees, did not receive all wages due at the time their employment ended with
4 Defendants.

5 90. On information and belief, Defendants current and former employees
6 were subject to wage and hour violations by Defendants, including failing to be paid
7 for all wages due.

8 91. California law provides that an employee may file an action against an
9 employer for penalties in connection with violations of the Labor Code and Wage
10 Orders provided the aggrieved employee file an action on behalf of him or herself and
11 similarly situated current and former employees.

12 92. At all material times, Defendants and DOES 1 through 50 were and/or
13 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
14 Employees' employer, within the meaning of California Labor Code § 558, who
15 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
16 Labor Code or any provision regulating hours and days of work in any Order of the
17 Industrial Welfare Commission and, as such, are subject to penalties for each
18 underpaid employee as set for in Labor Code § 558.

19 93. As set forth in further detail below, because of the analysis and
20 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required
21 correspondence to the California Labor and Workforce Development Agency
22 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
23 intent to pursue litigation.

24 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

25 94. Pursuant to the PAGA, on **August 21, 2024**, Plaintiffs, via counsel, sent
26 correspondence to the LWDA and Defendants via certified U.S. Mail indicating that
27 Plaintiffs are pursuing the claims alleged in this Complaint.

28 95. The statutory waiting period for the above referenced letter Plaintiffs has

1 NOT expired and the LWDA did not serve Plaintiffs with notice of intent to assume
2 jurisdiction over the applicable penalty claims and did not provide notice as set forth
3 in Labor Code § 2699.3(a)(2)(A) within the statutory period.

4 96. Therefore, Plaintiffs have NOT exhausted Plaintiffs' administrative
5 remedies to pursue claims and remedies as authorized by the PAGA (YET).

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

8 a. This action involves allegations of violations of provisions of
9 the California Labor Code that provide for a civil penalty to be
10 assessed and collected by the LWDA or any departments,

11 divisions, commissions, boards, agencies, or employees;

12 b. Plaintiffs are "aggrieved employees" because Defendants
13 employed the named Plaintiff and Plaintiff is the victim of one
14 or more of the Labor Code violations alleged in this Complaint
15 committed by the Defendants; and

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

18 **FIRST CAUSE OF ACTION**

19 **Individual and Representative Claim via the PAGA for**
20 **Failure to Pay State Minimum/Regular/Local Wages**
21 **in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194,**
22 **1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**
23 **(Against all Defendants)**

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

26 99. Pursuant to California law, including but not limited to Labor Code §§
27 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local
28 jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is

1 unlawful for a California employer to suffer or permit an employee to work without
2 paying wages for all hours worked, as required by the applicable Industrial Welfare
3 Commission (IWC) Wage Order and/or local law.

4 100. Plaintiffs are informed and believe and based thereupon allege that
5 during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction
6 wages for all hours suffered or permitted to work in violation of California law.

7 101. During all times relevant, Defendants were required to pay Plaintiffs and
8 other members of the Aggrieved Employees their respective hourly rate for all hours
9 worked and/or minimum wages per state law or applicable local law.

10 102. During all times relevant, at least one of the IWC Wage Orders applied
11 to Plaintiffs' employment with Defendants.

12 103. Pursuant to the applicable Wage Order, "hours worked" include the time
13 during which an employee is "suffered or permitted to work, whether or not required
14 to do so."

15 104. During the PAGA Period and based on the misconduct alleged above,
16 Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local
17 wages for all hours suffered or permitted to work in violation of state and/or local
18 law.

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

22 106. At all material times, Defendants were and/or are Aggrieved
23 Employees' employers or persons acting on behalf of Aggrieved Employees'
24 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
25 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
26 Labor Code or any provision regulating hours and days of work in any Order of the
27 Industrial Welfare Commission and, as such, are subject to civil penalties for each
28 underpaid employee as set for in Labor Code § 558.

107. In committing the violations of state law as herein alleged, Plaintiffs are informed and believe based there upon allege that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

108. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state and/or local law.

109. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, 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 Defendants violated the minimum/regular/ and or local wage provisions of California law, including but not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

110. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

SECOND CAUSE OF ACTION

**Individual and Representative Claim via the PAGA for
Failure to Pay State Overtime and/or Double-Time Compensation
in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,
1182.12, 1194, 1194.2, 1197, 1197.1,
1811, 1815, and 1198 via the Applicable IWC Wage Order
(Against all Defendants)**

111. Plaintiffs reallege and incorporate by reference the foregoing allegations

1 as though set forth herein.

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

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

7 114. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
8 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
9 hours in a week and eight (8) hours in a day, the employer must pay the employee's
10 regular hourly wage.

11 115. For each hour (or fraction thereof) an employee works over forty (40)
12 hours in a week or more than eight (8) hours in a workday the employer must pay the
13 rate of one and a half times the employee's regular hourly wage. (*Ibid.*)

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

18 117. During all times relevant, and pursuant to company policy and/or
19 practice and/or direction, Defendants required Aggrieved Employees to work more
20 than 40 hours per week and/or eight hours in a workday to which they had the right to
21 receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all
22 overtime compensation to which they should have received at the applicable wage
23 rate.

24 118. As alleged herein, Defendants failed to pay Aggrieved Employees all
25 overtime to which they had a right to receive.

26 119. In committing the violations of state law as herein alleged, Defendants
27 have knowingly and willfully refused to perform their obligations to compensate
28 Aggrieved Employees for all wages earned and all hours worked.

120. 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, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

121. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

122. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, 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 Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

123. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

THIRD CAUSE OF ACTION

Individual and Representative Claim via the PAGA for Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256, and 1198 via the applicable Wage Order

(Against all Defendants)

124. Plaintiffs reallege and incorporate by reference the foregoing allegations

1 as though set forth herein.

2 125. Pursuant to Labor Code § 201, "If an employer discharges an employee,
3 the wages earned and unpaid at the time of discharge are due and payable
4 immediately."

5 126. Pursuant to Labor Code § 202, "If an employee not having a written
6 contract for a definite period quits his or her employment, his or her wages shall
7 become due and payable not later than 72 hours thereafter, unless the employee has
8 given 72 hours previous notice of his or her intention to quit, in which case the
9 employee is entitled to his or her wages at the time of quitting."

10 127. Labor Code § 203 provides, in pertinent part: "If an employer willfully
11 fails to pay, without abatement or reduction, ... any wages of an employee who is
12 discharged or who quits, the wages of the employee shall continue as a penalty from
13 the due date thereof at the same rate until paid or until an action therefore is
14 commenced; but the wages shall not continue for more than 30 days. ..."

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

18 129. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid
19 employee during any calendar week and prior to or on the regular payday shall be
20 paid for not later than the regular payday of the employer for such weekly-paid
21 employee falling during the following calendar week."

22 130. Defendants did not properly pay Plaintiff and Aggrieved Employees
23 pursuant to the requirements of Labor Code, including but not limited to §§ 201, 202,
24 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid
25 wages.

26 131. To date, Defendants have not paid terminated Aggrieved Employees all
27 earned wages as required by law and did not and continue to fails to pay current
28 employees in a timely manner as required by law.

1 132. 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, who
4 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
5 Labor Code or any provision regulating hours and days of work in any Order of the
6 Industrial Welfare Commission and, as such, are subject to penalties for each
7 underpaid employee as set for in Labor Code § 558.

133. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

11 134. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
12 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
13 period for the initial violation and two hundred (\$200.00) for each aggrieved
14 employee per pay period for each subsequent violation in which Defendants violated
15 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
16 204.2, 210, 218.5, 218.6, 256.

17 135. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
18 Employees of their rightfully earned wages as a direct and proximate result of
19 Defendants' failure and refusal to pay said compensation and for the reasons alleged
20 in this Complaint.

136. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

**Individual and Representative Claim for Penalties via the PAGA for
Failure to Comply with the Meal and Rest Break Requirements Under Labor
Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

(Against all Defendants)

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

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

139. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium wages.

140. Defendants also failed to provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

141. 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, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

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

143. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of

1 California and Aggrieved Employees seek to recover from Defendants, and each of
2 them, penalties, attorneys' fees, and costs incurred herein in an amount to be
3 determined at trial.

4
5
6 **FIFTH CAUSE OF ACTION**

7 **Individual and Representative Claim for Penalties via the PAGA for**
8 **Violations of California Labor Code §§ 226, 226.3, 226.6,**
9 **and 1198 via the applicable IWC Wage Order**

10 (Against all Defendants)

11 144. Plaintiffs reallege and incorporate by reference the foregoing allegations
12 as though set forth herein.

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

1 146. Based on the foregoing allegations, Defendants did not provide accurate
2 wage statements to the Aggrieved Employees.

3 147. 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, who violated or caused to be
6 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
7 regulating hours and days of work in any Order of the Industrial Welfare Commission
8 and, as such, are subject to penalties for each underpaid employee as set for in Labor
9 Code § 558.

10 148. 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.

16 149. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
17 State of California and Aggrieved Employees seek to recover from Defendants, and
18 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
19 determined at trial.

20 **SIXTH CAUSE OF ACTION**

21 **Individual and Representative Claim for Penalties via the PAGA** 22 **For Failure to Maintain Required Records in Violation of California** 23 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order**

24 (Against All Defendants)

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

27 151. Section 7 of the applicable Wage Order requires every employer to
28 maintain time and payroll records.

152. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records.

153. 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, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

154. 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.

155. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

Individual and Representative Claim for Penalties via the PAGA Claim for Failure to Reimburse Business Expenses

in Violation of Labor Code §§ 1198 and 2802

(Against All Defendants)

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

157. Pursuant to California Labor Code § 2802, an employer must indemnify

1 its employees “for all necessary expenditures or losses incurred by the employee in
2 direct consequence of the discharge of his or her duties”

3 158. Plaintiffs made necessary expenditures and incurred losses as a direct
4 consequence of the discharge of their duties and in obedience to the directions of
5 Defendants including, but not limited to cell phone and data expenses.

6 159. On information and belief, Defendants knew Plaintiffs were incurring the
7 expenses and were responsible for reimbursing Aggrieved Employees for their
8 expenditures and losses as a direct consequence of the discharge of their duties, but
9 failed to do so.

10 160. At all material times, Defendants were and/or are Aggrieved Employees’
11 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
12 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
13 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
14 regulating hours and days of work in any Order of the Industrial Welfare Commission
15 and, as such, are subject to penalties for each underpaid employee as set for in Labor
16 Code § 558.

17 161. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
18 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
19 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
20 pay period for each subsequent violation in which all culpable Defendants violated
21 the applicable Cal. Labor Code provisions alleged in this Complaint, including but not
22 limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty
23 is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

24 162. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
25 State of California and Aggrieved Employees seek to recover from Defendants, and
26 each of them, penalties, attorneys’ fees, and costs incurred herein in an amount to be
27 determined at trial.

28 **EIGHTH CAUSE OF ACTION**

**Individual and Representative Claim for Civil Penalties Under the PAGA for
Violations of Labor Code §§ 246 and 246(l) and
Municipal Paid Sick Leave Ordinances
(Against all Defendants)**

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

164. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law, employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal. App. 5th 742 (2023).

165. Defendants did not pay sick leave to Aggrieved Employees in violation of California law.

166. Defendants have failed to (1) provide paid sick leave; (2) include required information about paid sick leave in wage notices and/or wage statements, including without limitation information on the amount of paid sick leave hours accrued; (3) provide required information about paid sick leave to employees, including without limitation at the time of hire; (4) at the time of hire, provide employees with written notice of the employer's name, address, and telephone number; (5) provide required information about paid sick leave in English, Spanish, Chinese, and in all languages spoken by 5% or more of the employees; (6) post required sick leave notices; (7) maintain payroll records; and/or (8) provide wage statements, and therefore Defendants have violated one or more municipal sick leave ordinances, including without limitation the sick leave ordinances of Berkeley, Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa Monica.

167. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code §§ 246 and 246(l).

1 168. Civil penalties under the PAGA are equitable in nature. *Nationwide*
2 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

3 169. 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, who violated or caused to be
6 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
7 regulating hours and days of work in any Order of the Industrial Welfare Commission
8 and, as such, are subject to penalties for each underpaid employee as set for in Labor
9 Code § 558.

10 170. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
11 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
12 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
13 employee for subsequent violations for all Labor Code provisions for which a civil
14 penalty is not specifically provided.

15 171. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
16 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
17 amount to be shown according to proof.

18 172. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
19 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
20 amount to be shown according to proof.

21 173. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
22 State of California and Aggrieved Employees seek to recover from Defendants, and
23 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
24 determined at trial.

25 **NINTH CAUSE OF ACTION**

26 **Individual and Representative Claim for Penalties via the PAGA**

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

28 **Violations of California 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, 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, 245-249, 351, 353,
and 403, subdivision (b) of Section 404, Sections 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 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,
2751, 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)

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

175. This claim is premised on Plaintiffs' right to pursue all Labor Code
claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services
USA, Inc.*, 23 Cal. App. 5th 745 (2018).

176. 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.

177. Plaintiffs are informed and believe, and based thereon allege, that

1 because of the acts alleged above and Defendants' violations of the Labor Code
2 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
3 2698 and 2699.

4 178. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
5 by the alleged violator and had one or more of the alleged violations committed
6 against Plaintiffs, and therefore are properly suited to represent the interests of other
7 current and former Represented Employees.

8 179. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
9 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
10 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
11 employee for subsequent violations for all Labor Code provisions for which a civil
12 penalty is not specifically provided.

13 180. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
14 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
15 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
16 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3,
17 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
18 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
19 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
20 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,
21 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the
22 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
23 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
24 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
25 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
26 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,
27 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
28 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,

1 and 6399.7.

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

13 182. As to the named Plaintiff’s claims that Defendants violated Labor Code
14 §§ 98.6, 230-230.1, 1102.5, and 6310-6311, the named Plaintiff realleges and
15 incorporate by reference the foregoing allegations as though set forth herein, to wit,
16 that she was discriminated and wrongfully terminated for reporting sexual assault in
17 the workplace.

18 183. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
19 State of California and Aggrieved Employees seek to recover from Defendants, and
20 each of them, penalties, attorneys’ fees, and costs incurred herein in an amount to be
21 determined at trial.

22 **PRAYER FOR RELIEF**

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

24 1. That Defendants be found liable to the Plaintiffs on behalf of the State of
25 California and Aggrieved Employees;

26 2. For all remedies available to the to the Plaintiffs on behalf of the State of
27 California and Aggrieved Employees under the applicable provisions of the Labor
28 Code including an award of attorneys’ fees, costs, interest, liquidated damages,

1 damages, penalties and waiting time penalties according to proof to the extent
2 permitted by law;

3 3. For all remedies available to the Plaintiffs on behalf of the State of
4 California and Aggrieved Employees under the applicable provisions of the Labor
5 Code via the PAGA Labor Code § 2698, *et seq.* including an award of attorneys' fees,
6 costs, interest, liquidated damages, damages, penalties and waiting time penalties
7 according to proof to the extent permitted by law;

8 4. For maximum civil penalties available to the Plaintiffs on behalf of the
9 State of California and Aggrieved Employees under the Labor Code and applicable
10 Wage Order as described more particularly in this Complaint, representative PAGA
11 claims including the payment of wages as set forth in Labor Code § 558;

12 5. That Plaintiffs on behalf of the State of California and Aggrieved
13 Employees be awarded reasonable attorneys' fees where available by law, including
14 but not limited to pursuant to Labor Code § 2698, *et seq.*, Code of Civil Procedure §
15 1021.5, and/or other applicable laws; and

16 6. For any other relief the Court may deem just, proper, and equitable.

17 Dated: August 21, 2025

Law Office of Thomas D. Rutledge

18
19 By: DRAFT
20 /s/Thomas D. Rutledge, Esq.
21 Attorneys for Plaintiffs
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