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

KENDALL TURNER, individually, and on
behalf of all other similarly situated,

Plaintiff,

vs.

TA Group Holdings LLC, a Delaware limited
liability company; DIRECTAPPS, INC., a
Delaware corporation; CHARLIE E.
WATTERS III, an individual;
CHRISTOPHER DUXLER, an individual;
and DOES 1 to 20, inclusive,

Defendants.

Case No. S-CV-0050338

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Discrimination in Violation of Cal.
Gov't Code § 12940(a);**
- 2. Harassment in Violation of Cal. Gov't
Code § 12940(j);**
- 3. Failure to Take All Reasonable Steps to
Prevent Harassment in Violation of Cal.
Gov't Code § 12940(k);**
- 4. Retaliation in Violation of Cal. Lab.
Code § 1102.5;**
- 5. Wrongful Termination in Violation of
Public Policy;**
- 6. Failure to Pay Overtime Wages;**
- 7. Waiting Time Penalties;**
- 8. Failure to Provide Compliant Wage
Statements;**
- 9. Failure to Provide Payroll Records
Upon Request;**
- 10. Failure to Provide Personnel Records
Upon Request;**

[CONTINUED ON NEXT PAGE]

**11. Violation of California Unfair Competition Law (Business & Professions Code § 17200 et seq.; and
12. Civil Penalties Pursuant to Private Attorneys General Act, Labor Code § 2698 et seq.**

JURY TRIAL DEMANDED

Plaintiff KENDALL TURNER (“Plaintiff”), on behalf of himself and all other similarly situated employees, hereby files this Complaint against Defendants TA GROUP HOLDINGS LLC (“TA Group”), DIRECTAPPS, INC. (“Directapps”); CHARLIE E. WATTERS III (“Watters”); CHRISTOPHER DUXLER (“Duxler”), an individual, and DOES 1 to 20, inclusive, (collectively, “Defendants”). Plaintiff alleges the following:

PARTIES AND JURISDICTION

1. Plaintiff is an individual over the age of eighteen (18) and is now, and at all relevant times mentioned in this Complaint, a resident of the State of California.

2. Plaintiff was employed by Defendants TA Group and DirectApps (collectively, the “Company”) at their Roseville, California office from approximately January 4, 2021 until his wrongful discharge on or about November 18, 2022.

3. Plaintiff is informed and believes, and thereon alleges, that Defendant TA Group is a private equity firm doing business in the State of California. Plaintiff is further informed and believes, and thereon alleges, that TA Group is a limited liability company organized in the State of Delaware with offices in Bellevue, Washington and Roseville, California.

4. Plaintiff is informed and believes, and thereon alleges, that Defendant DirectApps is a Delaware corporation doing business as Direct Technologies with its principal place of business in Roseville, California, and is engaged in the business of providing information technology services to private and public entities in California and other states. Plaintiff is further informed and believes, and thereon alleges, that DirectApps is wholly owned by and shares key management personnel with TA Group. Defendants TA Group and DirectApps are collectively referred to herein as the “Company.”

5. Plaintiff is informed and believes, and thereon alleges, that Watters is an individual over the age of eighteen and is a resident of the State of Washington. On information and belief, at all relevant times, Watters was employed by the Company.

6. Plaintiff is informed and believes, and thereon alleges, that Duxler is an individual over the age of eighteen and is a resident of the State of California. On information and belief, at all relevant times, was a Senior Executive/Partner at TA Group Holdings.

7. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the remaining defendants. The true names and capacities of the defendants named herein Does 1 through 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1 through 20, inclusive, when they have been determined.

8. Plaintiff has filed a complaint of harassment and retaliation with the State of California Civil Rights Department against Defendants within the applicable statutory period and received a Notice of Right to Sue on April 18, 2023.

9. On April 18, 2023, Plaintiff filed his California Labor Code section 2699.3 Private Attorney General Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). After the expiration of 65 days from the filing of the PAGA Notice, if the LWDA does not respond, Plaintiff will have fully exhausted his administrative remedies.

FACTUAL ALLEGATIONS

10. Plaintiff and similarly situated employees worked for the Company as both designated exempt and non-exempt employees in California.

11. On or about January 4, 2022¹, Plaintiff, an African American male, was hired by the Company as a Service Desk Supervisor at its Roseville, California office. As a Service Desk

1 Supervisor, Plaintiff was responsible for managing a team of information technology professionals
2 providing support to the Company's clients. Plaintiff was initially tasked with supervising a team of
3 seven information technology professionals, two of whom were also African American males.

4 12. Shortly after Plaintiff began working for the Company, Plaintiff's supervisor, Mitchell
5 Sharp ("Sharp"), a Caucasian male, asked Plaintiff to fire one of the two other African American
6 employees on the Roseville Service Desk team. Plaintiff expressed that he did not feel comfortable
7 firing the employee because he was unaware of any performance issues with the employee and was
8 not provided with any details as to why the employee should be terminated. Further, Plaintiff did not
9 want to participate in the termination because he believed that the termination was motivated by the
10 employee's race in violation of state or federal law. Plaintiff further believed that he was asked to
11 conduct the termination because, as an African American, he would provide cover for the Company's
12 illegal and discriminatory motive for terminating the employee. The Company's management
13 subsequently moved forward with the employee's termination and Plaintiff was verbally reprimanded
14 for voicing his concerns regarding the termination.

15 13. Despite Plaintiff's objections to participating in the termination of his African
16 American subordinate, his high level of competence was reflected in his initial 90-day evaluation,
17 which described him as someone who "consistently 'goes the extra mile'" and "thrives on building a
18 solid relationship with his team." Plaintiff's evaluation further noted that, since he had joined the
19 Company, "[c]ustomer feedback has gone from primarily complaining to one where an occasional
20 compliment comes in."

21 14. Around the time of his initial review, Plaintiff expressed a desire to transition to a role
22 in the Company's Security Operations Center. Sharp agreed that the Security Operations Center would
23 be a good fit for Plaintiff and told him that he would work with him to find a position for him in that
24 department.

25 15. In or around the summer of 2021, Plaintiff was asked by Sharp to terminate the only
26 remaining African American employee on Roseville Service Desk team. Although Plaintiff was told
27 by the Company's management that the termination was due to budget restraints, Plaintiff was
28 skeptical of this explanation because he had recently been tasked with interviewing candidates for an

1 identical position at the Roseville Service Desk. Instead, Plaintiff reasonably believed that the real
2 reason that he was asked to terminate the only remaining African American employee at the Roseville
3 Service Desk was because of employee's race and/or to retaliate against the employee for participating
4 in an investigation in another matter involving an African American employee terminated by the
5 Company. Plaintiff believed that the Company's true reasons for terminating the African American
6 employee were illegal and that he was asked to terminate the employee because his race would provide
7 the Company with "cover" for their illegal and/or discriminatory reasons for terminating the employee.

8 16. Because of Plaintiff's reasonable belief that the Company's true reason for terminating
9 the employee was illegal and/or discriminatory in nature, Plaintiff expressed concerns about
10 participating in the employee's termination. In response, Sharp raised his voice and reprimanded
11 Plaintiff for refusing to fire the employee. Shortly thereafter, the Company's management terminated
12 that employee leaving Plaintiff as the sole African American working at the Service Desk and one of
13 the few African American employees remaining at the Company's Roseville office.

14 17. In approximately November 2021, Defendant Watters, a Caucasian male, took over
15 Sharp's position. Plaintiff is informed and believes, and thereon alleges that Watters was advised that
16 Plaintiff had declined to terminate his African American subordinates.

17 18. Almost as soon as he stepped into the role as Plaintiff's supervisor, Watters commenced
18 a campaign of discrimination and harassment against Plaintiff, the sole African American left on the
19 Roseville Service Desk team. Watters ignored Plaintiff's emails and excluded him from leadership
20 meetings that he had previously attended. Watters also frequently criticized Plaintiff's manner of
21 speaking and communication style, which Plaintiff understood to be thinly veiled attacks on his race.

22 19. Additionally, although Plaintiff had been promised to be transitioned to a role in the
23 Company's Security Operations Center, Watters moved a Caucasian employee who reported to
24 Plaintiff into that position shortly after taking over as Plaintiff's supervisor.

25 20. In approximately January 2022, Plaintiff learned that he was the only member of the
26 Roseville Service Desk not to receive a raise. After Plaintiff asked Watters why he was the only
27 Roseville Service Desk team member not to receive a raise, Watters held an unscheduled meeting with
28 Plaintiff during which Plaintiff was given a negative performance evaluation purportedly justifying

1 Watters's decision not to give him a raise. The evaluation provided few details supporting the negative
2 evaluation.

3 21. In approximately March 2022, Watters held a surprise staff meeting during which
4 Plaintiff was stripped of all his management responsibilities and effectively demoted without
5 explanation. Although Plaintiff was given the title IT Operations Supervisor after that meeting, he was
6 not given any managerial responsibilities and was only tasked with the lower-level duties of a helpdesk
7 technician he previously supervised, such as installing software patches, for the remainder of his
8 employment with the Company.

9 22. From approximately March 2022 until his wrongful termination on or about November
10 4, 2022, Plaintiff was misclassified as an exempt employee and paid on a salary basis, without pay for
11 all overtime hours worked. Although Plaintiff was given the title "IT Operations Supervisor," Plaintiff
12 did not supervise the Company's employees, had no authority to hire or fire other Company
13 employees, and spent the majority of his time performing non-exempt tasks.

14 23. As such, Plaintiff was improperly classified as exempt and was not provided with all
15 the benefits and protections that he should have been entitled to as a non-exempt employee, such as
16 overtime pay. The Company willfully and deliberately misclassified Plaintiff and similarly situated
17 employees in order to avoid paying premium overtime pay, other benefits of employment. To
18 illustrate, on one occasion after his effective demotion, Plaintiff worked approximately thirteen hours
19 in a single day drafting instructions on how to build a reimaging server, but was not paid overtime
20 wages.

21 24. On or about October 13, 2022, Plaintiff was given the nearly impossible task of quickly
22 sorting through over 162,000 service tickets, which required a team of technicians rather than a single
23 individual. Despite his repeated requests, Plaintiff was not provided with any guidance or assistance
24 with this monumental task.

25 25. Approximately two weeks later, Defendant Duxler, a senior executive Company
26 executive and a Caucasian male, informed Plaintiff that his position had been eliminated without any
27 further explanation.

28

26. After Plaintiff's termination, the Company's human resources department told him that he would not receive his final paycheck until he signed a release agreement. However, after Plaintiff refused to sign the release, the Company acquiesced and paid Plaintiff his final paycheck the following week.

FIRST CAUSE OF ACTION
Unlawful Discrimination on the Basis of Race
Cal. Gov't Code § 12940(a)

(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

27. Plaintiff realleges and incorporates by reference the allegations in Paragraphs 1 through 26 of this Complaint as though fully set forth herein.

28. At all times herein mentioned, the California Fair Employment and Housing Act (“FEHA”), Cal. Gov’t Code § 12900, *et seq.*, was in full force and effect and binding on the Company. California Government Code section 12940(a) provides that it shall be an unlawful employment practice for an employer to discriminate against an employee in the terms and conditions of his employment because of his race and/ or color.

29. At all times mentioned herein, the Company was an employer within the meaning of the FEHA because they employed five or more persons.

30. During the course of his employment with the Company, Plaintiff, an African American, was discriminated against in the terms, conditions, and privileges of employment on the basis of his race and color as set forth above. Plaintiff was terminated and/or not retained as an employee on the basis of his race and color, and for complaining about, objecting to, and resisting discrimination in the workplace.

31. As a direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial.

32. As a direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

33. The aforementioned acts of the Company were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by officers, directors, and/or managing agents of the Company, or with the express knowledge, consent, and ratification of managerial employees of the Company, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

SECOND CAUSE OF ACTION
Harassment
Cal. Gov't Code § 12940(j)
(Against all Defendants)

34. Plaintiff realleges and incorporates by reference the allegations in Paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. At all relevant times, the FEHA was in full force and effect and was fully binding upon Defendants. California Government Code section 12940(j) provides, in relevant part, that it shall be unlawful for an employer or for any other person to harass an employee because of race and/ or color.

36. The harassment Plaintiff experienced while employed by the Company was sufficiently severe or pervasive to alter the terms and conditions of Plaintiff's work environment and was thus unlawful under FEHA.

37. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered economic damages including loss of back pay, front pay, benefits, and other compensation.

38. As a direct, foreseeable, and proximate result of Defendants' unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

39. Defendants' aforementioned acts were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

THIRD CAUSE OF ACTION
Failure to Prevent Discrimination and Harassment
Cal. Gov't Code § 12940(k)
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

40. Plaintiff hereby incorporates by reference Paragraphs 1 through 39 of this Complaint as if fully set forth herein and for a cause of action alleges as follows.

41. At all times herein mentioned, the FEHA was in full force and effect and was fully binding upon Defendants. Specifically, California Government Code section 12940(k) makes it an unlawful employment practice for an employer to fail to take all reasonable steps necessary to prevent harassment based on race and color from occurring.

42. As described above, Plaintiff endured a continuous pattern of harassment and discrimination that was both severe and pervasive. The Company's management failed to take any reasonable steps to prevent harassment from occurring in violation of California Government Code section 12940(k).

43. The Company failed to provide Plaintiff with protections required under California Government Code § 12940(k) by not taking immediate and sufficient action to correct the discriminatory and harassing conduct directed at Plaintiff because of his race and color.

44. As a direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial.

45. As a direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

46. The aforementioned acts of the Company were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by officers, directors, and/or managing agents of the Company, or with the express knowledge, consent, and ratification of managerial employees of the Company, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

FOURTH CAUSE OF ACTION
Retaliation in Violation of Cal. Lab. Code § 1102.5
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

47. Plaintiff realleges and incorporates by reference the allegations in Paragraphs 1 through 46 of this Complaint as though fully set forth herein.

48. California Labor Code § 1102.5 prohibits retaliation against an employee for disclosing information to a person with authority over the employee, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation. Labor Code § 1102.5 further prohibits retaliation against an employee for refusing to participate in an activity that would result in a violation of state or federal statute or a violation or noncompliance with a state or federal rule or regulation.

49. Plaintiff informed Sharp and the Company of his concerns regarding the termination of two African American employees and expressed concerns about participating in their termination because he believed doing so would result in a violation of a state or federal statute, rule, or regulation.

50. Because Plaintiff expressed concerns and did not participate in the termination of the two African American employees, the Company retaliated against Plaintiff by, *inter alia*, promoting one of Plaintiff's Caucasian subordinates to a position promised to Plaintiff, effectively demoting Plaintiff at a staff meeting by stripping him of his managerial responsibilities, and wrongfully discharging him.

51. As a direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff lost wages and work benefits and will continue to lose future wages and work benefits, has been required to retain attorneys and incur attorneys' fees, and other damages, and will in the future incur additional damages in an amount according to proof at the time of trial.

52. As a direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff has suffered humiliation, embarrassment, mental and emotional distress, shame, anxiety, and discomfort, all of which is substantial and enduring, in an amount according to proof at the time of trial.

53. Additionally, as a proximate cause of the Company's unlawful retaliation against Plaintiff in violation of California Labor Code 1102.5, Plaintiff is entitled to recover a civil penalty of

up to \$10,000 for each violation pursuant to California Labor Code section 1102.5(f), and an award of costs and reasonable attorney's fees pursuant to California Labor Code section 1102.5(j).

FIFTH CAUSE OF ACTION
Wrongful Termination in Violation of Public Policy
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

54. Plaintiff realleges and incorporates by reference the allegations in Paragraphs 1 through 53 of this Complaint as though fully set forth herein.

55. Plaintiff's employment was terminated in violation of fundamental public policies of the State of California. It is, and at all times relevant to this action it has been, the law and fundamental public policy of the state of California to prevent discrimination in employment. *See City of Moorpark v. Sup. Ct.* (Dillon), 18 Cal. 4th 1143 (1998).

56. Termination of Plaintiff's employment was a violation of public policy (a "nexus" exists between the termination and Plaintiff's protected status). Accordingly, Plaintiff was unlawfully terminated in violation of the fundamental public policies of the state of California.

57. Plaintiff suffered harassment and discrimination in the workplace due to his race and color. Defendant was aware this harassment and discrimination were occurring and did nothing to investigate Plaintiff's complaints or ensure Plaintiff's work environment was free from illegal harassment and discrimination.

58. As a direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff has suffered substantial losses in earnings and other employment benefits and has incurred other economic losses.

59. As a further direct, foreseeable, and proximate result of the Company's unlawful actions, Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and embarrassment, all to his damage in an amount to be proven at time of trial.

60. The aforementioned acts of the Company were willful, wanton, malicious, intentional, oppressive, and despicable, and were done in willful and conscious disregard of the rights of Plaintiff and were done by officers, directors, and/or managing agents of the Company, or with the express knowledge, consent, and ratification of managerial employees of the Company, and thereby justify the awarding of punitive and exemplary damages in an amount to be determined at the time of trial.

SIXTH CAUSE OF ACTION
Failure to Pay Overtime Wages
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

61. Plaintiff realleges and incorporates by reference the allegations in Paragraphs 1 through 60 of this Complaint as though fully set forth herein.

62. From approximately March 2022 until his wrongful termination on or about November 4, 2022, the Company was required to compensate Plaintiff with premium overtime wages pursuant to the applicable Wage Order and California Labor Code sections 510 and 1194. Although Plaintiff worked in excess of eight (8) hours a day and/or forty (40) hours per week. The Company failed to pay all overtime wages owed to him.

63. From approximately March 2022 until his November 4, 2022, the Company routinely required Plaintiff to spend more than 50 percent of his working time on non-exempt tasks.

64. Although the Company classified Plaintiff as an exempt employee, Plaintiff's position and duties failed to meet the requirements of any exemption in the applicable Wage Order and California Labor Code section 510.

65. To satisfy the computer professional exemption requirements under California Labor Code section 515.5, an employee must be paid an annual salary of at least \$98,907.70 in 2021. The minimum annual salary for the computer professional exemption in 2022 was \$112,065.20. The Company failed to compensate Plaintiff at the requisite minimum annual salary to fall under the computer professional exemption in either 2021 or 2022.

66. The Company's conduct described herein violates California Labor Code sections 510 and 1194, and the applicable Wage Order. As a proximate result of the Company's conduct, Plaintiff has been damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

SEVENTH CAUSE OF ACTION
Waiting Time Penalties
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

67. Plaintiff realleges and incorporates by reference the allegations in Paragraphs 1 through 66 of this Complaint as though fully set forth herein.

68. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. Cal. Lab. Code § 201.

69. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of resignation. Cal. Lab. Code § 202.

70. An employer who willfully fails to pay an employee wages in accordance with Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. Cal. Lab. Code § 203.

71. Plaintiff did not receive all wages at his termination or separation from employment. Specifically, the Company failed to pay Plaintiff all wages owed at the time of termination.

72. The Company intentionally withheld Plaintiff's final wages until nearly a week after his termination in an attempt to coerce Plaintiff into signing a release agreement. Such conduct shows the Company's knowledge of their obligation to pay all wages owed upon termination and willful refusal.

73. As a proximate result of the Company's conduct, Plaintiff has been damaged and deprived of his wages and thereby seeks his daily rate of pay multiplied by the number of days it took for the Company to pay Plaintiff's final wages for the Company's' failure to pay all wages due in an amount to be established at trial.

EIGHTH CAUSE OF ACTION
Failure to Provide Compliant Wage Statements
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

74. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 73 as though fully set forth herein.

75. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his

1 or her social security number or an employee identification number other
2 than a social security number, (8) the name and address of the legal entity
3 that is the employer and, if the employer is a farm labor contractor, as
4 defined in subdivision (b) of Section 1682, the name and address of the legal
5 entity that secured the services of the employer, and (9) all applicable hourly
6 rates in effect during the pay period and the corresponding number of hours
7 worked at each hourly rate by the employee. The deductions made from
8 payment of wages shall be recorded in ink or other indelible form, properly
9 dated, showing the month, day, and year, and a copy of the statement and
10 the record of the deductions shall be kept on file by the employer for at least
11 three years at the place of employment or at a central location within the
12 State of California.

13 76. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
14 itemized statement or failed to provide an accurate and complete itemized statement showing the
15 requirements set forth in California Labor Code section 226(a). Defendants also failed to list on the
16 wage statements provided to Plaintiff all hours worked and the correct regular rate for overtime
17 purposes.

18 77. Additionally, Plaintiff alleges he suffered injury as a result of Defendants' failure to
19 provide accurate and complete information as required by any one or more of items (1) to (9),
20 inclusive, of California Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and
21 easily determine (i.e. a reasonable person in each Plaintiff's position would not be able to readily
22 ascertain the information without reference to other documents or information) from the wage
23 statement alone. Moreover, pursuant to California Labor Code section 226(e)(2), Plaintiff is deemed
24 to have suffered injury whenever the Company failed to provide a wage statement.

25 78. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendants to
26 comply with Labor Code §§ 226(a) and 1174(d) pursuant to California Labor Code section 226(h),
27 and pursuant to California Labor Code 226(e), the greater of all actual damages or fifty dollars
28 (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) in
29 each subsequent pay period and attorneys' fees and costs.

NINTH CAUSE OF ACTION
Failure to Provide Payroll Records Upon Request
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

30 79. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 78 as though
31 fully set forth herein.

80. California Labor Code section 226(f) provides that if an employer failed to allow an employee to inspect or copy records within twenty-one (21) days of the request for such records, the employee is entitled to recover a \$750.00 penalty from the employer.

81. On December 21, 2022, Plaintiff requested his records, pursuant to California Labor Code section 226(a), from the Company. The Company did not provide the records or make them available until over 30 days later on January 25, 2023. As of the date of this Complaint, the Company has still not provided or made available all records required under California Labor Code section 226(a).

82. As a proximate cause of the Company's failure to provide the requested records in a timely manner, Plaintiff was damaged and is entitled to recover a \$750.00 penalty pursuant to California Labor Code section 226(f), and an award of costs and reasonable attorney's fees pursuant to California Labor Code section 226(h).

TENTH CAUSE OF ACTION
Failure to Provide Personnel Records Upon Request
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

83. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 82 as though fully set forth herein.

84. California Labor Code section 1198.5(k), (b) provides that if an employer failed to allow an employee to inspect or copy records within thirty (30) days of the request for such records, the employee is entitled to recover a \$750.00 penalty from the employer.

85. On December 21, 2022, Plaintiff requested his records, pursuant to California Labor Code section 1198.5, from the Company. The Company did not provide the records or make them available until over 30 days later on January 25, 2023.

86. As a proximate cause of the Company's failure to provide the requested records in a timely manner, Plaintiff was damaged and is entitled to recover a \$750.00 penalty pursuant to California Labor Code section 1198.5(k), and an award of costs and reasonable attorney's fees pursuant to California Labor Code section 1198.5(l).

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ELEVENTH CAUSE OF ACTION
Unfair Competition
(Against All Defendants)

87. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 86 as though fully set forth herein.

88. California Business and Professions Code section 17200 provides that “unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

89. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

90. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

91. As a direct and legal result of Defendants’ conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff is entitled to restitution as a result of their unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

TWELTH CAUSE OF ACTION
Civil Penalties Pursuant to PAGA, Cal. Labor Code § 2698 *et seq.*
(Against TA Group, DirectApps, and DOES 1 through 20, inclusive)

92. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 91 as though fully set forth herein.

93. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all similarly situated employees for the Company’s violations of the California Labor Code, including but not necessarily limited to, those California Labor Code violations identified above.

1 94. On or about April 18, 2023, Plaintiff sent written notice to the LWDA regarding the
2 Company’s violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*,
3 PAGA. After the expiration of 65 days from the filing of the PAGA Notice, if the LWDA does not
4 respond, Plaintiff will have fully exhausted his administrative remedies.

5 95. If the LWDA does not respond within 65 days from the filing of the PAGA Notice,
6 Plaintiff will be entitled to recover civil penalties on behalf of the State of California and all
7 similarly situated employees for all violations of the Labor Code from April 18, 2022, through trial
8 on this matter.

9 96. California Labor Code section 1174(d) requires employers to keep “payroll records
10 showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be
11 kept in accordance with rules established for this purpose by the commission, but in any case, shall
12 be kept on file for not less than three years.” The Company did not keep accurate information
13 regarding all hours worked by and wages paid to Plaintiff and similarly situated employees. This
14 was in violation of the California Labor Code.

15 97. California Labor Code section 226 requires employers to furnish to employees with
16 “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked
17 by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
18 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
19 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
20 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and
21 only the last four digits of his or her social security number or an employee identification number
22 other than a social security number, (8) the name and address of the legal entity that is the employer .
23 . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number
24 of hours worked at each hourly rate by the employee” For the reasons stated above, the
25 Company failed to comply with these requirements with respect to Plaintiff and similarly situated
26 employees in violation of the California Labor Code.

27 98. California Labor Code sections 201–203 require that all wages, including minimum
28 wages and overtime premiums, be paid to employees upon separation and/or termination of

1 employment. Here, for the reasons stated above, Plaintiff and similarly situated employees did not
2 receive all final wages due and owing to them at the time of termination or seventy-two (72) hours
3 thereafter as required by California Labor Code sections 201–203. This is in violation of the
4 California Labor Code.

5 99. California Labor Code sections 510 and 1194 require employers to pay employees
6 overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty
7 (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours
8 worked on the seventh day of work in any one workweek. Finally, employers must pay double time
9 for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in
10 excess of eight (8) hours on the seventh day of work in any one workweek. Plaintiff and similarly
11 situated aggrieved employees worked over eight (8) hours per day and forty (40) hours per week and
12 were not paid all overtime and double time wages owed. Plaintiff and all similarly situated
13 employees are entitled to recover all unpaid overtime wages.

14 100. California Labor Code section 1198.5(k), (b) provides that an employer is required
15 failed to allow an employee to inspect or copy certain personnel records within thirty (30) days of
16 the request for such records. Plaintiff and similarly situated employees did not receive all their pay
17 records within 30 days of the request as required by California Labor Code section 1198.5(k), (b).
18 This is in violation of the California Labor Code.

19 101. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761 (Ct.
20 App. 2018), reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), Plaintiff intends to seek
21 civil penalties for all violations of the California Labor Code, whether he experienced them
22 personally or not.

23 **PRAYER FOR DAMAGES**

24 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 25 1. A jury trial;
- 26 2. For compensatory damages, including, but not limited to, losses for lost back pay, plus
27 interest, lost fringe benefits and future lost earnings and fringe benefits, damages for emotional distress
28 and pain and suffering, according to proof allowed by law;

- 1 3. For statutory and civil penalties under the California Labor Code according to proof
2 allowed by law;
- 3 4. For punitive damages allowed by law;
- 4 5. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
5 fees;
- 6 6. For injunctive relief;
- 7 7. For an award of prejudgment and post-judgment interest; and
- 8 8. For an award to Plaintiff of such other and further relief as the Court deems just and
9 proper.

10
11 Dated: April 24, 2023

Castle Law: California Employment Counsel, PC

12
13 By: 
14 Kent L. Bradbury
15 Timothy B. Del Castillo
16 Daniel E. Richardson
17 Attorneys for Plaintiff
18 KENDALL TURNER
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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: April 24, 2023

Castle Law: California Employment Counsel, PC

By: 
Kent L. Bradbury
Timothy B. Del Castillo
Daniel E. Richardson
Attorneys for Plaintiff
KENDALL TURNER