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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

15 DIANE RODRIGUEZ, individually, and on
behalf of all other aggrieved employees,

16 Plaintiff,

18 v.

19 SYSTEM ONE HOLDINGS LLC, a
DELAWARE limited liability company,
20 COMMDX CONSULTING LLC, a
GEORGIA limited liability company; and
21 DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: **23STCV17298**

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by Diane Rodriguez, individually and on behalf of all
2 other aggrieved employees (“Plaintiff”), relating to systemic violations of California wage and hour
3 laws by her employers System One Holdings LLC (“Defendant System One” individually) and
4 Commdex Consulting LLC (“Defendant Commdex” individually and collectively as “Defendants.”)
5 Plaintiff makes the following allegations on information and belief, except as to allegations
6 pertaining to Plaintiff individually, which are based on her personal knowledge.

7 **INTRODUCTION**

8 1. Defendant System One provides workforce management solutions such as
9 contract staffing, direct placement, managed staffing solutions, and equipment services.
10 Defendant System One is a private, for-profit staffing business.

11 2. Defendant Commdex provides critical solutions and services for telecom
12 networks, communications systems, and information technology Defendant Commdex is a
13 private, for-profit staffing business.

14 3. As private, for-profit businesses, Defendants implemented common policies and
15 practices that have resulted in systemic violations of California’s wage and hour laws. Defendants
16 have failed to implement adequate practices to protect the rights of their employees, particularly in
17 light of the nature of their business, which is to maximize profits.

18 4. Defendants attempt to maximize profits by, among other methods, understaffing the
19 services provided to their clients resulting in systematic meal period and rest period violations.

20 5. During Plaintiff’s tenure with Defendants, Plaintiff was hired by Defendant System
21 One to work as a test driver for Defendant Commdex. Plaintiff’s main duties was to drive and
22 transport team leads, and other employees called “testers,” around the county of Los Angeles to test
23 communication lines and coverage.

24 6. As a result of systematic policies and procedures, Defendants has violated
25 California’s wage and hour laws promulgated in the California Labor Code and all applicable
26 Industrial Welfare Commission (“IWC”) Wage Orders. For example, Defendants has implemented
27 unlawful written policies with respect to meal periods and rest breaks. Defendants also requires its
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1 non-exempt employees, who are informed that the needs of the businesses take top priority, to work
2 through meal and rest breaks, and to take untimely meal periods. Plaintiff and the other aggrieved
3 employees were not allowed to take meal periods unless they worked six (6) hours or more.
4 Moreover, Plaintiff and other aggrieved employees are not always afforded full thirty (30) minute
5 meal periods and were often interrupted by the shift leader of Defendant Commdex. As a result,
6 Plaintiff and other aggrieved employees have been denied the ability to take the meal periods and
7 rest breaks that they were and are legally entitled to take.

8 7. Moreover, Defendants has uniformly failed to pay Plaintiff and other aggrieved
9 employees proper overtime wages due the fact that they improperly calculate the regular rate of pay,
10 and willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees
11 perform as a direct consequence of Defendants' understaffing and imposition of an unreasonable
12 workload.

13 8. Further, Defendants has uniformly failed to pay Plaintiff and other aggrieved
14 employees reimbursement for the use of personal cell phones for work. Plaintiff and other aggrieved
15 employees were required to use their cell phones to keep in contact with Defendants, GPS, and to
16 debrief before and after their work shift.

17 9. This case involves all non-exempt employees of Defendants who have worked for
18 Defendants in the State of California during the applicable limitations period ("Statute of Limitations
19 Period"). Hereinafter, these employees are referred to as "Aggrieved Employees."

20 10. Plaintiffs seek to recover penalties for the Labor and Workforce Development Agency
21 ("LWDA"), on behalf of themselves and all other similarly situated Aggrieved Employees under the
22 Private Attorneys General Act ("PAGA") as a result of Defendants' systematic violations of the law.

23 **JURISDICTION AND VENUE**

24 11. The Superior Court of the State of California has jurisdiction in this matter because
25 Plaintiff is a citizen and resident of the State of California, and Defendants are citizens and residents
26 of, and/or regularly conduct business in, the State of California.

27 12. Venue is proper in this judicial district and the County of Los Angeles, California
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1 because Plaintiff resides in the County of Los Angeles and Defendants' violation of the California
2 Labor Code occurred in the County of Los Angeles and many of Defendants unlawful actions and
3 omissions, as set alleged herein, occurred in the County of Los Angeles.

4 13. Defendants employed Plaintiff and other aggrieved employees within the State of
5 California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved
6 employees.

7 14. The State of California, Los Angeles County, has jurisdiction in this matter because the
8 individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional
9 threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal
10 court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based
11 solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil
12 Procedure and Rules of Court. Thus, the State of California, Los Angeles County Superior Court
13 maintains the appropriate jurisdiction to hear this matter.

14 **THE PARTIES**

15 15. During the statute of limitations period, Plaintiff was employed by Defendants and
16 assigned to work in the county of Los Angeles, California.

17 16. Plaintiff is informed and believes, and thereon alleges, that Defendant System One, and
18 at all times relevant hereto was, a limited liability company organized and existing under the laws of
19 the State of Delaware and licensed to do business in the State of California during a portion of or all
20 of the Statute of Limitations period.

21 17. Plaintiff is informed and believes, and thereon alleges, that Defendant Commdex, and
22 at all times relevant hereto was, a limited liability company organized and existing under the laws of
23 the State of Georgia and licensed to do business in the State of California during a portion of or all of
24 the Statute of Limitations period.

25 18. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
26 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
27 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
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1 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
2 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
3 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
4 names and capacities of such DOE defendants when ascertained.

5 19. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
6 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
7 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are
8 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
9 employer and/or joint employer of Plaintiff and the other aggrieved employees.

10 20. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
11 acted in all respects as the agent, servant, partner, joint venture, integrated enterprise, employee, proxy.
12 Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned below
13 was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant,
14 partner, joint venture, employee, managing agent, and/or principal with the permission and consent of
15 the above co-Defendants. Plaintiff also alleges that the acts of each Defendants are legally attributable
16 to the other Defendants.

17 21. Plaintiff is informed and believes, and based thereon alleges, that each of the
18 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
19 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendants,
20 and was acting, at least in part, within the course and scope of such employment and agency, with the
21 express and implied permission, consent and knowledge, approval and/or ratification of the other
22 Defendants. The above co-Defendants, managing agents, and supervisors, aided, abetted, condoned,
23 permitted, approved, authorized, and/or ratified the unlawful acts described herein.

24 22. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and
25 the other aggrieved employees have suffered and continue to suffer penalties in amounts as yet
26 unascertained but subject to proof at trial and within the jurisdiction of this Court.

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 23. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
3 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of herself and all other
4 aggrieved employees, e.g., current and former non-exempt employees of Defendants who are
5 California citizens and performed work for Defendants in the State of California at any time within
6 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise
7 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment
8 (“statute of limitations period”).

9 24. On May 19, 2023, Plaintiff gave written notice by certified mail pursuant to
10 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
11 (“LWDA”) and Defendants, of the specific provisions of the California Labor Code and IWC Wage
12 Order alleged to have been violated, including the facts and theories to support the alleged
13 violations. Plaintiff has not received any response from the LWDA. As Plaintiff has waited more
14 than sixty-five (65) days from postmark date of her written notice before filing this action, Plaintiff
15 has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence
16 a representative action under PAGA.

17 **FACTUAL ALLEGATIONS**

18 **Failure to Provide Required Meal Periods**

19 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

20 25. During the statute of limitations period, as part of Defendants’ illegal policies and
21 practices to minimize labor costs and maximize corporate profits, Defendants has required, permitted
22 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,
23 to completely skip their meal periods, to take late and short meal periods, and Defendants has
24 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
25 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

26 26. Defendants has implemented several practices that have caused Plaintiff and
27 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
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1 Defendants systematically understaff their client locations such that its non-exempt employees are
2 given so much work to complete that they regularly miss or take non-compliant meal periods. As a
3 direct consequence of this understaffing, Plaintiff and aggrieved employees have so much work to
4 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
5 take them after working longer than five (5) hours, to perform work during their meal periods, or
6 return to work after taking less than a thirty (30) minute meal period. Defendants also did not
7 properly notify their non-exempt employees of their rights under California law to take timely,
8 uninterrupted meal periods (including the right to second meal periods during shifts of longer than
9 ten (10) hours), and thus, aggrieved employees like Plaintiff were left in the dark as to when or for
10 how long they could take their meal periods.

11 27. There are also frequently occasions when Plaintiff and aggrieved employees need to
12 perform other duties immediately before the time during which they are legally entitled to take a
13 meal period. Pursuant to Defendants' policies, Plaintiff and aggrieved employees cannot simply drop
14 their job duties to take a meal period. Consequently, Plaintiff and aggrieved employees regularly
15 miss meal periods, take late meal periods, return early from meal periods, and even clock out for
16 meal periods but continue working.

17 28. Despite the foregoing, Defendants has implemented a policy and practice of actively
18 discouraging the issuance of meal period premium payments, and in the process, Defendants has also
19 violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the
20 California Unfair Competition Law, California Business & Professions Code §§ 17200 *et. seq.*, by
21 failing to compensate Plaintiff and aggrieved employees who were not authorized and permitted to
22 take a complete, timely, uninterrupted meal period, one additional hour of compensation at the
23 proper regular rate of pay for each workday that such a meal period was not authorized or permitted.

24 **Failure to Provide Required Rest Breaks**

25 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

26 29. During the statute of limitations period, as part of Defendants' illegal policies and
27 practices to minimize labor costs and maximize corporate profits, Defendants has failed to authorize
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1 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
2 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

3 30. The same common policies and practices that deprive Plaintiff and other aggrieved
4 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
5 take their first and second and third rest breaks. As alleged herein, Defendants understaff their shifts
6 which creates so much work for Plaintiff and other aggrieved employees that they are frequently
7 unable to take rest breaks.

8 31. Defendants also violated California Labor Code § 226.7, § 12 of the applicable IWC
9 Order, and the California Unfair Competition Law, California Business & Professions Code §§
10 17200 *et. seq.*, by failing to pay Plaintiff and other aggrieved employees who were not provided with
11 a rest break, in accordance with the applicable wage order, one additional hour of compensation at
12 the proper regular rate of pay for each workday that a rest break was not provided.

13 **Failure to Pay Overtime Wages**

14 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

15 32. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC
16 Order, Defendants are required to compensate Plaintiff and other aggrieved employees for all
17 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
18 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
19 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
20 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
21 seventh consecutive day of work in any workweek.

22 33. Plaintiff and other aggrieved employees are current and former non-exempt
23 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the
24 applicable IWC Order. During the statute of limitations period, Defendants has failed to compensate
25 Plaintiff and other aggrieved employees for all overtime hours worked as required under the
26 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:
27 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
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1 California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or
2 suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal
3 periods and rest breaks, but not compensating them for this time, improperly calculating the regular
4 rate of pay based on shift differential and other remuneration, illegally rounding hours to the benefit
5 of Defendants, and other methods to be discovered.

6 34. In a short-sighted attempt to maximize profits, Defendants understaff their
7 employees' shifts. Not only has this practice resulted in widespread missed meal periods and rest
8 breaks, but it has also caused Plaintiff and other aggrieved employees to perform work while off-the-
9 clock. Defendants has actual or constructive knowledge of this off-the-clock work and subtly
10 condones it. Plaintiff and other aggrieved employees routinely arrive to work early to check so that
11 they are prepared and ready to begin performing their duties promptly at the start of their shifts, as
12 they must be pursuant to Defendants' requirements. Defendants knows that Plaintiff and other
13 aggrieved employees perform this work off-the-clock work.

14 35. Defendants has knowingly and willfully refused to perform its obligations to
15 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
16 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

17 **Failure to Pay Minimum Wages**

18 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

19 36. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage
20 Order, payment to an employee of less than the applicable minimum wage for all hours worked in a
21 payroll period is unlawful.

22 37. During the statute of limitations period, the hourly rates for Plaintiff and other
23 aggrieved employees were precisely at California minimum wage. Based on this common practice,
24 Defendants failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked
25 by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock,
26 such as requiring them to work through meal periods and rest breaks but not compensating them for
27 this time, unlawfully rounding the hours worked by Plaintiff and the other aggrieved employees
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1 resulting in the underpayment of wages; failing to include this time in all hours worked, and other
2 methods to be discovered.

3 38. Defendants' conduct described herein violates California Labor Code §§ 1194, 1197,
4 and § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations,
5 Plaintiff and other aggrieved employees have been damaged in an amount according to proof at trial.
6 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable
7 law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed
8 to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

9 **Failure to Timely Pay Wages During Employment**

10 [Cal. Lab. Code § 204]

11 39. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
12 15th days of any calendar month, Defendants are required to pay their nonexempt employees between
13 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
14 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,
15 Defendants are required to pay their non-exempt employees between the 1st and 10th day of the
16 following calendar month. In addition, California Labor Code § 204 provides that all wages earned
17 for labor in excess of the normal work period shall be paid no later than the payday of the next regular
18 payroll period.

19 40. During the statute of limitations period, Defendants has knowingly and willfully failed
20 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
21 regular payroll period as required by California Labor Code § 204, including but not limited to,
22 compensation for missed meal periods and rest breaks, proper overtime wages due to an unlawful
23 calculation of the regular rate of pay, and for work performed off-the-clock.

24 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

25 [Cal. Lab. Code §§ 201 - 203]

26 41. Pursuant to California Labor Code § 201, 202 and 203, Defendants are required to
27 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
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1 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
2 the time of discharge are due and payable immediately.

3 42. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
4 pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her
5 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
6 in which case the employee is entitled to his or her wages at the time of quitting.

7 43. California Labor Code § 203 provides that if an employer willfully fails to pay, in
8 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
9 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
10 compensation to the employee at the same rate for up to 30 workdays.

11 44. During the statute of limitations period, Defendants has willfully failed to pay
12 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance
13 with California Labor Code §§ 201 and 202. Defendants does not have a sufficient policy to provide
14 Plaintiff and other aggrieved employees with their final paychecks within the timeframes required
15 under California law. In addition, because Defendants has failed and continue to fail to properly
16 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime
17 wages, and compensation for non-compliant meal and rest breaks, Defendants has also willfully
18 failed and continue to fail to pay accrued wages and other compensation to Plaintiff and other
19 aggrieved employees in accordance with California Labor Code §§ 201 and 202.

20 **Failure to Furnish Accurate Itemized Wage Statements**

21 **[Cal. Lab. Code §§ 226(a); 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]**

22 45. During the statute of limitations period, Defendants has routinely failed to provide
23 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
24 Defendants' pay stubs violate California Labor Code § 226 on their face by, among other things, failing
25 to state the name and address of the legal entity that was Plaintiff's and aggrieved employees'
26 employers. Derivatively, Defendants were and are not providing Plaintiff and other aggrieved
27 employees with proper meal periods and rest breaks but intentionally fails to include in their wage
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1 statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant
2 meal periods or rest breaks, applicable rate of pay for sick leave, the regular rate of pay for sick leave,
3 fail to provide and set forth the available supplemental COVID-19 sick leave and the amounts taken
4 and available, and other California Labor Code violations yet to be discovered.

5 46. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
6 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
7 in accordance with California Labor Code § 226(a) and § 7 of the applicable IWC Order.

8 47. Plaintiff and other aggrieved employees suffered injury as a result of Defendants'
9 failure to provide timely and accurate itemized wage statements prevented them from discovering the
10 scope and extent of Defendants' violations of California wage and hour laws, prevented them from
11 being able to determine the gross wages earned, the total hours worked, all deductions made, the net
12 wages earned, the legal name and address of the employers, all applicable hourly rates in effect during
13 each pay period and the corresponding number of hours worked at each hourly rate, the accurate rate
14 of pay, available supplemental Covid-19 sick leave and amount taken, and other violations yet to be
15 discovered.

16 **Failure to Maintain Required Records**

17 **[Cal. Lab. Code §§ 226(a), 248.2, 248.6, 1174(d); § 7 of the Applicable IWC Wage Order]**

18 48. During the statute of limitations period, as part of Defendants' illegal payroll policies
19 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
20 Defendants knowingly and intentionally failed to maintain records as required under California
21 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to
22 the following records: total daily hours worked by each employee; applicable rates of pay; all
23 deductions; meal periods; time records showing when each employee begins and ends each work
24 period; and accurate itemized statements. Defendants had knowledge that they were not providing
25 their non-exempt employees with proper meal and rest periods, but knowingly failed to include in
26 the wage statements one (1) extra hour of compensation for each missed meal and rest period.
27 Defendants also illegally and inaccurately recorded the time in which Plaintiff and other aggrieved
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1 employees worked. Defendants has also failed to maintain accurate, itemized wage statements, failed
2 maintained records relating to supplemental COVID-19 sick leave and the amounts taken as alleged
3 above, and other violations of the California Labor Code which have not been discovered.

4 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

5 **[Cal. Lab. Code § 2802]**

6 49. California Labor Code § 2802(a) requires an employer to indemnify an employee for all
7 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
8 or her duties, or of his or her obedience to the directions of the employer.

9 50. During the Statute of Limitations period, and in violation of California Labor Code §
10 2802, Defendants failed to indemnify Plaintiff and other aggrieved employees for all business expenses
11 and/or losses incurred in direct consequence of the discharge of their duties, including but not limited to,
12 expenses for their personal cellular phones. Plaintiff and other aggrieved employees were required to use
13 their personal cellular phones for work related purposes without receiving reimbursement from
14 Defendants.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

17 **[Cal. Lab. Code § 2698 *et seq.*]**

18 (On Behalf of Plaintiff against Defendants)

19 51. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 50.

21 52. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
22 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and
23 former non-exempt employees of Defendants pursuant to the procedures specified in California
24 Labor Code § 2699.3, because Plaintiff was employed by Defendants and one or more of the alleged
25 California Labor Code violations was committed against Plaintiff during the statute of limitations
26 period.

27 53. Plaintiff seeks to recover civil penalties through a representative action permitted by
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1 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
2 class certification is not required.

3 54. A plaintiff has standing to represent all aggrieved employees for all of her asserted
4 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*
5 *Inc.* (2018) 23 Cal.App.5th 745, 757 (“For PAGA standing a plaintiff need only have been employed
6 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).
7 Here, Plaintiff was not provided with a legally compliant wage statement pursuant to California
8 Labor Code §226 since the legal name and address of the employer was not provided on Defendants
9 wage statements, Plaintiff was not provided with nor was COVID-19 supplemental sick leave listed
10 on her wage statement, in addition to the meal period and rest period and other California Labor
11 Code violations as alleged herein.

12 55. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
13 penalties from Defendants in a representative action for the violations set forth above, including but
14 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 248.6,
15 510, 512, 1174(d), 1194, 1197, ad 1198.

16 56. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties
17 for Defendants’ violations of California Labor Code provisions for which a civil penalty is
18 specifically provided, including but not limited to, the following:

- 19 a. Pursuant to California Labor Code § 210, for violations of California Labor
20 Code § 204, Defendants are subject to a civil penalty in the amount of one
21 hundred dollars (\$100) for the initial violation for each failure to pay each
22 employee, and two hundred dollars (\$200) per employee for violations in
23 subsequent pay periods.
- 24 b. Pursuant to California Labor Code § 226.3, for violations of California Labor
25 Code § 226(a), Defendants are subject to a civil penalty in the amount of two
26 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay
27 period where a violation occurs and one thousand dollars (\$1,000) per
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aggrieved employee for violations in subsequent pay periods.

c. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).

d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

57. California Labor Code § 2699(f) provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

58. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, and 1198.

59. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays for relief against Defendants, as follows:

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1. For civil penalties according to proof;

2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs; and

3. For such further relief that the Court may deem just and proper.

DATED: July ____, 2023

THE LAW OFFICE OF SCOTT ERNEST WHEELER

By: _____
SCOTT ERNEST WHEELER, ESQ.

GUZMÁN & TOKAR LLP

Marcia Guzman, Esq.

*Attorneys for Plaintiff and the other Aggrieved
Employees*