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Clerk of the Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

JENNIFER MACHADO and NADIA
SCURRY, individually and as the State
of California's designated proxies
pursuant to the Private Attorneys General
Act (PAGA) on behalf of the State of
California and other aggrieved
employees,

Plaintiffs,

vs.

KLAP6 TECHNOLOGIES LLC, a Texas
limited liability company; IEM
INTERNATIONAL, INC., a Delaware
corporation; and DOES 6 through 50,

Defendants.

Case No.: 37-2023-00020925-CU-OE-CTL

Judge: Hon. Katherine A. Bacal
Dept.: 69

**THIRD AMENDED COMPLAINT
FOR:**

- 1. Failure to pay minimum/regular wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Pay Wages Timely;**
- 4. Failure to Comply with Meal and Rest Break Laws;**
- 5. Failure to Provide Accurate Wage Statements;**
- 6. Failure to Maintain Records;**
- 7. Failure to Reimburse Expenses;**
- 8. Failure to Pay Sick Pay;**
- 9. Claim for miscellaneous Labor Code Violations via the PAGA;**
- 10. Violation of Bus. & Prac. Act §17200; and**
- 11. Wrongful Termination**

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13 Attorneys for Plaintiffs

14 Plaintiffs JENNIFER MACHADO and NADIA SCURRY, on behalf of the
15 State of California, and acting for the interests of other current and former employees
16 (Aggrieved Employees) and the putative class, and all others similarly situated
17 individuals (cumulatively the “Plaintiffs”), allege the following:

18 **NATURE OF THE ACTION**

19 1. This is a consumer and wage and hour individual, class, and
20 representative action.

21 2. Pursuant to Code of Civil Procedure § 382 and the Private Attorney
22 General Act (“PAGA”), §§ 2698, 2699 of the California Labor Code, Plaintiffs bring
23 this proposed class and representative action against Defendants for wage and hour
24 abuses in violation of the California Labor Code and the Industrial Welfare
25 Commission Wage Orders (the “IWC Wage Orders”), all of which contribute to
26 Defendants’ deliberate unfair competition in California.

27 3. Defendant KLAP6 TECHNOLOGIES LLC is a labor contractor that
28 employs hundreds of Aggrieved Employees statewide.

4. Defendant KLAP6 TECHNOLOGIES LLC provides labor to various
client employers doing business in California.

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1 “Defendants.”

2 13. Plaintiffs are informed and believe, and based thereon allege, that each
3 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
4 ego for each of the other Defendants and each were co-conspirators with respect to the
5 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
6 the other pursuant to the conspiracy and in proximate connection with the other
7 Defendant(s).

8 14. Plaintiffs are informed and believe, and based thereon allege, that each
9 Defendant was acting partly within and partly without the scope and course of their
10 employment, and was acting with the knowledge, permission, consent, and ratification
11 of every other Defendant.

12 15. Plaintiffs are informed and believe, and based thereon allege that each of
13 the Defendants was an agent, managing general partner, managing member, owner, co-
14 owner, partner, employee, and/or representative of each of the Defendants and was at
15 all times material hereto, acting within the purpose and scope of such agency,
16 employment, contract and/or representation, and that each of them is jointly and
17 severally liable to Plaintiffs.

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

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

26 18. Plaintiffs are informed and believe, and therefore allege, that one, more
27 than one, or each of the named Defendants are liable to the Plaintiffs under legal
28 theories and doctrines including but not limited to (1) the common law joint employer

1 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
2 Defendants worked as the central hub to an overall business operation by which the
3 interrelationship between these Defendants makes each of the Defendants liable for
4 the wage and hour violations alleged herein.

5 **GENERAL ALLEGATIONS**

6 19. Defendant KLAP6 TECHNOLOGIES LLC is a labor contractor that
7 provides labor to client employers, such as, Defendant IEM INTERNATIONAL INC.
8 (formerly INNOVATIVE EMERGENCY MANAGEMENT, INC.) and upon
9 information and belief, Skaggs Company LLC, Skaggs Holdings LLC, Erin Skaggs,
10 Jarrod Skaggs, Kenneth Wilson, and many others.

11 20. At all times relevant, Defendants employed Plaintiff MACHADO as a
12 hospitality worker on an hourly basis as a non-exempt nonunion worker who
13 performed work in the County of San Diego, California during all times relevant until
14 Defendants terminated her on or about May 12, 2023 after receiving a letter from her
15 lawyer requesting her personnel file.

16 21. From about November 2022 to January 2023, Defendants employed
17 Plaintiff SCURRY as a hospitality worker on an hourly basis as a non-exempt
18 nonunion worker who performed work in the County of San Diego, California.

19 22. The named Plaintiffs are “aggrieved employees” because Defendants
20 employed Plaintiffs in California and Plaintiffs experienced one or more of the
21 alleged Labor Code violations committed against the Plaintiffs, and therefore the
22 named Plaintiffs are properly suited to act on behalf the state, and collect civil
23 penalties for all violations committed against the Aggrieved Employees as defined by
24 Labor Code § 2699(c).

25 23. California law provides that an aggrieved employee may file a
26 representative action under the PAGA against an employer for civil penalties in
27 connection with violations of the Labor Code and Wage Order.

28 24. On information and belief, current and former employees of Defendants

1 suffered from Defendants' Labor Code violations.

2 **Wage Statement Claims.**

3 25. During all time relevant, and pursuant to company policy and/or practice
4 and/or direction, Plaintiffs are informed and believe, and therefore allege that
5 Defendants issued the named Plaintiff and other Aggrieved Employees unlawful wage
6 and earning statements.

7 26. Plaintiffs are informed and believe, and therefore allege that during all
8 times relevant, Defendant KLAP6 TECHNOLOGIES LLC is and was a "Labor
9 Contractor" within the meaning of Labor Code § 2810.3 and a "temporary services
10 employer" as defined in Labor Code § 201.3.

11 27. Plaintiffs are informed and believe, and therefore allege that Plaintiffs
12 and many Aggrieved Employees worked for a "Client employer" within the meaning
13 of Labor Code § 2810.3, such as Defendant IEM INTERNATIONAL INC. (formerly
14 INNOVATIVE EMERGENCY MANAGEMENT, INC.) and others.

15 28. Labor Code § 226 subdivision (a) provides, "[I]f the employer is a
16 temporary services employer as defined in Section 201.3, the rate of pay and the total
17 hours worked for each temporary services assignment" must be reported on each
18 wage and earning statement the temporary services employer issues to its employees.

19 29. During all times relevant, Plaintiffs allege that Defendants were required
20 to comply with the foregoing requirement of Labor Code § 226 subdivision (a)
21 because Defendant KLAP6 TECHNOLOGIES LLC is and was during all times
22 relevant a "temporary services employer" within the meaning of Labor Code § 201.3.

23 30. Defendants failed to comply with Labor Code § 226 subdivision (a)
24 because the wage and earning statements it issued to the named Plaintiff and
25 Aggrieved Employees are missing information showing "the total hours worked for
26 each temporary services assignment."

27 31. Further, Defendants failed to set forth the proper regular rate when
28 calculating overtime when commissions and other non-discretionary compensation

1 was paid to the Aggrieved Employees.

2 32. In addition to the foregoing stand-alone claim under Labor Code § 226,
3 Plaintiffs are informed and believe, and therefore allege that Plaintiff's paystubs and
4 those of similarly situated employees of Defendants were inaccurate because
5 Defendants failed to pay them all wages to which they had a right to receive, as
6 alleged herein, supporting a derivative claim under Labor Code § 226.

7 33. As to Plaintiffs' PAGA case, this claim is also premised, in part, on
8 Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees
9 per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

10 **Wage Claims.**

11 34. During all time relevant, and pursuant to company policy and/or practice
12 and/or direction, Plaintiffs are informed and believe, and therefore allege, that
13 Defendants employed failed to pay Aggrieved Employees all wages, e.g., overtime,
14 minimum wages, etc., as required by law.

15 35. This claim is premised, in part, on Defendants' failure to accurately
16 calculate the regular rate of pay and, thus, paid Plaintiffs and the putative Class
17 overtime compensation at less than the rate required by law not only because
18 Defendants paid Plaintiffs at a wage rate less than what Defendants were required to
19 pay under local law as alleged above but also because Defendants failed to include
20 earned nondiscretionary bonuses into putative Class Members' regular rate of pay for
21 overtime pay purposes in violation of California law. *See* § 49.1.1 of the California
22 Division of Labor Standards and Enforcement Policies and Interpretations Manual.

23 36. By way of example, during the April 9, 2023 to April 15, 2023 pay
24 period, the named Plaintiff MACHADO earned \$165 for a "performance bonus" and
25 she worked 32 regular hours and 16 overtime hours, which means the overtime pay
26 per hour on her bonus alone was supposed to be \$82.50. (See
27 dir.ca.gov/dlse/faq_overtime.htm.)

28 37. Instead, for the foregoing pay period, Defendants only paid the named

1 Plaintiff MACHADO \$27.51 for her overtime pay based on her earned bonus,
2 resulting in Defendants underpaying Plaintiff MACHADO \$54.99 for the foregoing
3 pay period.

4 38. In many instances, Defendants underpaid Aggrieved Employees'
5 overtime because many Aggrieved Employees earned bonus payments that Defendant
6 never included into Aggrieved Employees' regular rate of pay for overtime pay
7 computations.

8 39. During all times relevant, Plaintiffs are also informed and believe, and
9 therefore allege, that Defendants did not pay Aggrieved Employees earned bonuses to
10 which they had a right to receive.

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

14 **Failure to Pay Meal and Rest Break Premiums.**

15 41. During all time relevant, and pursuant to company policy and/or practice
16 and/or direction, Plaintiffs are informed and believe and based thereupon allege that
17 Defendants deprived Plaintiffs and other hourly employees from taking lawful meal
18 and rest periods and did not pay and refused to pay premium pay to workers.

19 42. Plaintiffs allege they worked ten hour shifts, yet Defendants only
20 provided one meal break, not two as required under California law.

21 43. Plaintiffs allege that Defendants also interrupted their rest breaks in
22 violation of California law, and/or were not authorized or permitted to take rest
23 periods, because Plaintiffs were always on-call during their shifts. *See Augustus v.*
24 *ABM Security Services*, 2 Cal. 5th 257 (2016).

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

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

1 45. During all time relevant and pursuant to company policy and/or practice
2 and/or direction, Plaintiffs are informed and believe and based thereupon allege that
3 Defendants failed to reimburse its employees for work related expenses.

4 46. This claim is premised, in part, on Defendants' policy of encouraging
5 Aggrieved Employees to use their personal smart phones during the workday,
6 especially for using the google translate application when communicating with the
7 hundreds of illegal migrants her employer was hired to accommodate.

8 47. Defendants, however, failed to reimburse Aggrieved Employees for the
9 above-described work-related use of their personal phones in violation of California
10 law.

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

14 **Derivative Claims.**

15 49. During all time relevant and pursuant to company policy and/or practice
16 and/or direction, Plaintiffs and others did not receive their final paychecks
17 immediately upon involuntary termination or within 72 hours of voluntary separation,
18 were not paid final wages at the location of employment, and said final paychecks did
19 not include all wages due to the employee.

20 50. For example, when Defendants terminated the named Plaintiffs,
21 Plaintiffs allege that Defendants failed to pay the named Plaintiffs all unpaid wages in
22 Plaintiffs' final paychecks or in a timely manner pursuant to law.

23 51. To date, Plaintiffs allege that Defendants have not paid Plaintiffs all of
24 Plaintiffs' wages due and payable, in an amount to be proven at trial.

25 52. Plaintiffs' derivative claims are also premised, in part, on Plaintiffs' right
26 to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v.*
27 *Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

28 **Retaliation.**

1 53. On May 12, 2023, at about 4:30 p.m. Pacific Standard Time (PST), the
2 named Plaintiff MACHADO, via counsel, sent a request for her personnel file and
3 payroll records via email to the Defendants.

4 54. On May 12, 2023, at about 5:49 p.m. Pacific Standard Time (PST),
5 Defendants sent the named Plaintiff MACHADO an email telling her she was
6 terminated.

7 55. Plaintiff MACHADO is informed and believes and based thereupon
8 alleges that Defendants terminated her employment because of the letter her lawyer
9 sent in retaliation for her exercising her rights as an employee in violation of
10 California law and for her threats, or potential threats of reporting Defendants'
11 unlawful behavior to the authorities.

12 **CLASS ACTION ALLEGATIONS**

13 56. Plaintiffs bring this action on behalf of themselves and all others
14 similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure.

15 57. Plaintiffs seek to represent the classes and/or subclasses composed of
16 and defined as follows:

17 **All persons Defendants employed in California as non-**
18 **exempt employees at any time from May 30, 2019, to the**
19 **present who were issued wage statements from Defendant**
20 **KLAP6 TECHNOLOGIES LLC.**

21 58. As to the foregoing Class, Plaintiffs also seek to represent the following
22 subclasses composed of and defined as follows:

23 **Minimum/Regular Wage Subclass:** All Members of the Class
24 who during the relevant period, failed to receive
25 minimum/regular wages for all hours worked.

26 **State Overtime Subclass:** All Members of the Class who,
27 during the relevant period, worked more than eight hours per
28 day and/or in 40 hours per week and who did not receive

overtime pay at the requisite overtime rate of pay.

Meal Break Subclass: All Members of Plaintiff Class who, during the applicable statute of limitations period (1) worked for any of the Defendants and were not provided compliant meal breaks and (2) were not provided one hour of pay at their regular rate of compensation in lieu thereof.

Rest Break Subclass: All Members of Plaintiff Class who, during the applicable statute of limitations period (1) worked for any of the Defendants and were not provided compliant rest breaks or paid for time spent during rest breaks and (2) were not provided one hour of pay at their regular rate of compensation in lieu thereof.

Unreimbursed Expense Subclass: All Members of the Class who, during the relevant period, Defendants did not reimburse for reasonable and necessary expenses.

Wage Statement Subclass: All Members of the Class who, during the applicable statute of limitations period, did not receive accurate itemized wage statements as required by Labor Code § 226.

Waiting Time Subclass: All Members of the Class who, during the applicable limitations period, did not receive all wages due in a timely manner as required by Labor Code §§ 201-204.

UCL Subclass: All Members of the Class, who, during the relevant period, are owed restitution in the form of (1) unreimbursed expenses and/or (2) wages earned and unpaid because of Defendants' uniform pay policies and procedures.

59. The above-mentioned Class is collectively be referred to as "Class Members."

60. Plaintiffs reserve the right under the California Rules of Court, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

1 61. This action is brought and may properly be maintained as a Class Action
2 under the provisions of § 382 of the Code of Civil Procedure because there is a
3 well-defined community of interest in the litigation and the proposed Class is easily
4 ascertainable.

5 **A. Numerosity.**

6 62. The potential members of the Class as defined are so numerous or many,
7 that joinder of all the members of the Class is impracticable.

8 63. While the precise number of Class Members has not been determined at
9 this time, Plaintiffs are informed and believe, and based thereon allege, that
10 DEFENDANT EMPLOYER currently employs, and during the relevant time periods
11 employed, a sufficient number of employees to warrant class certification if all other
12 elements are met.

13 64. Accounting for employee turnover during the relevant periods
14 necessarily increases the number of potential members of the Class.

15 **B. Commonality.**

16 65. There are questions of law and fact common to the Class that predominate
17 over any questions affecting only individual Class Members.

18 66. Common questions of law and fact include, without limitation and subject
19 to possible further amendment, the following for the Class:

- 20 a. Whether Defendants violated the Labor Code and the
21 applicable Wage Order by not fully compensating
22 Plaintiffs and the Class by failing to pay minimum wage
23 and/or regular wages as required by law;
24 b. Whether Defendants' policy or practice of not
25 paying Plaintiffs and putative class members
26 overtime compensation for the hours they worked
27 over 40 in a workweek or eight hours in a day is
28 illegal under Labor Code §§ 510, 1771, 1774, 1776,

1 1194, and the applicable Wage Order;

- 2 c. Whether Defendants violated the meal and rest break
3 provisions of California law by failing to provide
4 Plaintiffs with duty-free 30-minute meal breaks for shifts
5 of five hours or more and/or duty free 10-minute rest
6 breaks as required by law and Defendants' failure to pay
7 premium pay as a result thereof;
- 8 d. Whether Defendants violated Labor Code §§ 2802
9 by failing to reimburse Plaintiffs for business
10 expenses;
- 11 e. Whether Defendants violated Labor Code §§ 226
12 by not providing accurate paystubs;
- 13 f. Whether Defendants' policy or practice of not
14 paying hourly employees all their wages due in
15 their final paychecks immediately upon involuntary
16 termination or when 72 hours' notice was provided
17 before voluntary resignation, is unlawful under
18 Labor Code §§ 201, 202 and/or 203;
- 19 g. Whether Defendants violated the PAGA under California
20 Labor Code §§ 2698, 2699, *et seq.*, by committing
21 the wrongful conduct as alleged in this
22 Amended Complaint; and
- 23 h. Whether Plaintiffs and the members of the Class
24 May recover remedies pursuant to Business &
25 Professions Code §§ 17200, *et seq.*

26 **C. Typicality.**

27 67. Plaintiffs' claims are typical of the claims of the Class because Plaintiffs
28 and all members of the Class sustained injuries and damages arising out of and caused

1 by Defendants' common course of conduct and policies in violation of laws,
2 regulations that have the force and effect of law and statutes as alleged herein.

3 **D. Adequacy of Representation.**

4 68. Plaintiff SCURRY is a members of the Class and does not have any
5 conflicts of interest with other Class Members, and will prosecute the case vigorously
6 on behalf of the Class Members.

7 69. Counsel representing Plaintiffs and the putative Class Members are
8 competent and experienced in litigating employment class actions, including wage
9 and overtime class actions.

10 70. Plaintiffs will fairly and adequately represent and protect the interests of
11 the Class Members.

12 **E. Superiority of Class Action.**

13 71. A class action is superior to other available means for the fair and
14 efficient adjudication of this controversy because individual joinder of all Class
15 Members is not practicable, and questions of law and fact common to the Class
16 predominate over any questions affecting only individual members of each Class.

17 72. Each Class Member was damaged or suffered injury and may recover by
18 reasons of Defendants' illegal policies and/or practices.

19 73. Class Action treatment will allow those similarly situated persons to
20 litigate their claims in the manner that is most efficient and economical for the parties
21 and the judicial system.

22 74. Plaintiffs are unaware of any difficulties that are likely to be encountered
23 in the management of this action that would preclude maintenance as a Class Action.

24 75. For the reasons alleged in this Complaint, this action should be certified
25 as a Class Action.

26 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

27 76. This wage and hour representative action filed pursuant to PAGA, §§ 2698,
28 2699 generally consists of the following group:

1 **All current or former people Defendants employed in**
2 **California from February 16, 2022 to the present who were**
3 **issued wage statements from Defendant KLAP6**
4 **TECHNOLOGIES LLC.**

5 77. All members of the represented group are referred to as the “Aggrieved
6 Employees.”

7 78. The “Representative Period” means from **February 16, 2022 to the**
8 **present.**

9 79. Plaintiff further alleges, on information and belief, that Aggrieved
10 Employees, did not receive all wages due at the time their employment ended with
11 Defendants.

12 80. On information and belief, Defendants current and former employees
13 were subject to wage and hour violations by Defendants, including failing to be paid
14 for all wages due.

15 81. California law provides that an employee may file an action against an
16 employer for penalties in connection with violations of the Labor Code and Wage
17 Orders provided the aggrieved employee file an action on behalf of him or herself and
18 similarly situated current and former employees.

19 82. At all material times, Defendants and DOES 1 through 50 were and/or
20 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
21 Employees’ employer, within the meaning of California Labor Code § 558, who
22 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
23 Labor Code or any provision regulating hours and days of work in any Order of the
24 Industrial Welfare Commission and, as such, are subject to penalties for each
25 underpaid employee as set for in Labor Code § 558.

26 83. As set forth in further detail below, because of the analysis and
27 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent the required
28 correspondence to the California Labor and Workforce Development Agency

1 (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs'
2 intent to pursue litigation.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 84. Pursuant to the PAGA, on **February 16, 2023, May 16, 2023, June 5,**
5 **2023, and June 10, 2024** Plaintiffs, *et al.*, via counsel, sent correspondence to the
6 LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing
7 the claims alleged in this Complaint.

8 85. The statutory period for Plaintiffs has expired for the letters alleged
9 above and the LWDA did not serve Plaintiffs with notice of intent to assume
10 jurisdiction over the applicable penalty claims and did not provide notice as set forth
11 in Labor Code § 2699.3(a)(2)(A) within the statutory period.

12 86. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
13 to pursue claims and remedies as authorized by the PAGA.

14 87. The Causes of Action alleged herein are appropriately suited for a
15 Representative Action under PAGA (Labor Code § 2698, *et seq.*) because:

- 16 a. This action involves allegations of violations of provisions of
17 the California Labor Code that provide for a civil penalty to be
18 assessed and collected by the LWDA or any departments,
19 divisions, commissions, boards, agencies, or employees;
20 b. Plaintiffs are "aggrieved employees" because Plaintiffs were
21 employed by the alleged violator and had one or more of the
22 Labor Code violations alleged on this Complaint committed
23 against them; and
24 c. Plaintiffs have satisfied the procedural requirements of
25 Labor Code § 2699.3, as set forth above.
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FIRST CAUSE OF ACTION

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

88. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

89. Pursuant to California law, including but not limited to Labor Code §§ 200, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

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

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

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

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

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

1 law.

2 95. Labor Code § 1194 subdivision (a) permits an action to recover wages
3 because of the payment of a wage less than the minimum wage “applicable to the
4 employee” including attorneys’ fees, costs, and interest.

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

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

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

20 99. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
21 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
22 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
23 pay period for each subsequent violation in which Defendants violated the
24 minimum/regular/ and or local wage provisions of California law, including but not
25 limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12,
26 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount
27 to be shown according to proof at trial.

28 100. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees

1 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
2 costs incurred herein.

3 101. Plaintiffs and the Class request the recovery of the unpaid minimum,
4 waiting time penalties, liquidated damages, interest, attorneys' fees, and costs in an
5 amount to be determined at trial.

6 **SECOND CAUSE OF ACTION**

7 **Individual, Class, and Representative Claim via the PAGA for**
8 **Failure to Pay State Overtime and/or Double-Time Compensation**
9 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**
10 **1182.12, 1194, 1194.2, 1197, 1197.1,**
11 **1811, 1815, and 1198 via the Applicable IWC Wage Order**
12 **(Against all Defendants)**

13 102. Plaintiffs re-allege and incorporate by reference the foregoing
14 allegations as though set forth herein.

15 103. California law requires an employer to pay each employee for the actual
16 hours worked. (*See* Cal. Labor Code § 200, *et seq.*)

17 104. During all times relevant, one or more of the IWC Wage Orders applied
18 to Plaintiffs' employment with Defendants.

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

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

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

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

5 109. During all times relevant, and pursuant to company policy and/or
6 practice and/or direction, Defendants required Aggrieved Employees to work more
7 than 40 hours per week and/or eight hours in a workday to which they had the right to
8 receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all
9 overtime compensation to which they should have received at the applicable wage
10 rate.

11 110. As alleged herein, Defendants failed to pay Aggrieved Employees all
12 overtime to which they had a right to receive.

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

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

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

26 114. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
27 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
28 period for the initial violation and two hundred (\$200.00) for each aggrieved

1 employee per pay period for each subsequent violation in which Defendants violated
2 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
3 and 1194, the exact amount of the penalties sought is in an amount to be shown
4 according to proof at trial.

5 115. Pursuant to Labor Code § 2699, *et seq.* Plaintiffs seek to recover from
6 Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

7 116. Plaintiffs on behalf of herself and Class requests the unpaid wages,
8 waiting time penalties, interest, attorneys' fees, costs, liquidated damages, and any
9 other remedies allowed by law in an amount to be proven at trial.

10 **THIRD CAUSE OF ACTION**

11 **Individual, Class, and Representative Claim via the PAGA for**
12 **Failure to Timely Pay Earned Wages Upon Separation of Employment in**
13 **Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210,**
14 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**
15 **(Against all Defendants)**

16 117. Plaintiffs re-allege and incorporate by reference the foregoing
17 allegations as though set forth herein.

18 118. Pursuant to Labor Code § 201, "If an employer discharges an employee,
19 the wages earned and unpaid at the time of discharge are due and payable
20 immediately."

21 119. Pursuant to Labor Code § 201.3, "If an employee is assigned to work for
22 a client on a day-to-day basis, that employee's wages are due and payable at the end
23 of each day, regardless of when the assignment ends..."

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

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

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

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

13 124. Defendants did not properly pay Plaintiff and Aggrieved Employees
14 pursuant to the requirements of Labor Code, including but not limited to §§ 201,
15 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
16 the unpaid wages.

17 125. To date, Defendants have not paid terminated Aggrieved Employees all
18 earned wages as required by law and did not and continue to fails to pay current
19 employees in a timely manner as required by law.

20 126. At all material times, Defendants and DOES 1 through 50 were and/or
21 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
22 Employees’ employer, within the meaning of California Labor Code § 558, who
23 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
24 Labor Code or any provision regulating hours and days of work in any Order of the
25 Industrial Welfare Commission and, as such, are subject to penalties for each
26 underpaid employee as set for in Labor Code § 558.

27 127. In committing the violations of state law as herein alleged, Defendants
28 have knowingly and willfully refused to perform their obligations to compensate

1 Aggrieved Employees for all wages earned and all hours worked.

2 128. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
3 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
4 period for the initial violation and two hundred (\$200.00) for each aggrieved
5 employee per pay period for each subsequent violation in which Defendants violated
6 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
7 204.2, 210, 218.5, 218.6, 256.

8 129. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
9 Employees of their rightfully earned wages as a direct and proximate result of
10 Defendants' failure and refusal to pay said compensation and for the reasons alleged
11 in this Complaint.

12 130. Wherefore, the Plaintiffs request all remedies available to them and to
13 the Aggrieved Employees pursuant to the PAGA.

14 131. Plaintiffs and Class Members request the unpaid wages, waiting time
15 penalties, interest, attorneys' fees, costs, damages, and other remedies in an amount to
16 be proven at trial.

17 **FOURTH CAUSE OF ACTION**

18 **Individual, Class, and Representative Claim for Penalties via the PAGA for** 19 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 20 **Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

21 (Against all Defendants)

22 132. Plaintiffs re-allege and incorporate by reference the foregoing allegations
23 as though set forth herein.

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

27 134. Because of Defendants' illegal pay practices, said Defendants failed to
28 pay Plaintiff and Aggrieved Employees for all meal and rest breaks despite their

1 requirement under California law and, as such, all culpable Defendants are required to
2 pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium
3 wages.

4 135. Defendants also failed to provide Plaintiff, and Aggrieved Employees,
5 legally-compliant meal and rest periods, or compensation in lieu thereof, during their
6 employment by said Defendants.

7 136. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
8 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
9 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
10 pay period for each subsequent violation in which all culpable Defendants violated
11 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
12 an amount to be shown according to proof at trial.

13 137. Wherefore, the Plaintiffs request all remedies available to them and to
14 the Aggrieved Employees pursuant to the PAGA.

15 138. Wherefore, Plaintiffs request all remedies available to them and to the
16 putative Class.

17 **FIFTH CAUSE OF ACTION**

18 **Individual, Class, and Representative Claim for Penalties via the PAGA for** 19 **Violations of California Labor Code §§ 226, 226.3, 226.6,** 20 **and 1198 via the applicable IWC Wage Order**

21 (Against all Defendants)

22 139. Plaintiffs re-allege and incorporate by reference the foregoing allegations
23 as though set forth herein.

24 140. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
25 pertinent part, that every employer shall, “semimonthly or at the time of each
26 payment of wages, shall furnish to his or her employees, either as a detachable part of
27 the check, draft, or voucher paying the employee's wages, or separately if wages are
28 paid by personal check or cash, an accurate itemized statement in writing showing (1)

1 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
2 piece-rate units earned and any applicable piece rate if the employee is paid on a
3 piece-rate basis, (4) all deductions, provided that all deductions made on written
4 orders of the employee may be aggregated and shown as one item, (5) net wages
5 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
6 name of the employee and only the last four digits of his or her social security
7 number..., (8) the name and address of the legal entity that is the employer. . . , and
8 (9) all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee and, beginning July 1,
10 2013, if the employer is a temporary services employer as defined in Section 201.3,
11 the rate of pay and the total hours worked for each temporary services assignment. . .”
12 (Labor Code § 226 subdivision (a).)

13 141. Based on the foregoing allegations, Defendants did not comply with
14 Labor Code § 226 and, thus, Plaintiffs assert this claim as a stand-alone claim and
15 derivative claim.

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

22 143. Wherefore, Plaintiffs request all remedies available to them and to the
23 Aggrieved Employees pursuant to the PAGA.

24 144. For Defendants’ misconduct as alleged in this Complaint, Plaintiffs seek
25 damages, penalties, costs, and attorneys’ fees pursuant to Labor Code §§ 226, 226.3,
26 and 226.6 in an amount to be proven at trial.
27
28

1 **SIXTH CAUSE OF ACTION**

2 **Individual and Representative Claim for Penalties via the PAGA**
3 **For Failure to Maintain Required Records in Violation of California**
4 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order**
5 **(Against All Defendants)**

6 145. Plaintiffs re-allege and incorporate by reference the foregoing allegations
7 as though set forth herein.

8 146. Section 7 of the applicable Wage Order requires every employer to
9 maintain time and payroll records.

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

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

19 149. For the reasons alleged herein, Plaintiffs seek all available remedies
20 pursuant to the PAGA in an amount to be proven at trial including but not limited to
21 penalties, attorneys' fees, costs, and interest pursuant to law.
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SEVENTH CAUSE OF ACTION

**Individual, Class, and Representative Claim for Penalties via the PAGA for
Failure to Reimburse Business Expenses
in Violation of Labor Code §§ 1198 and 2802
(Against All Defendants)**

150. As a separate and distinct cause of action, Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all the allegations contained in this Complaint.

151. Pursuant to California Labor Code § 2802, an employer must indemnify its employees “for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties”

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

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

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, including but not limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

155. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys’ fees, costs, and interest pursuant to law.

1 156. Plaintiffs request all remedies available to them and to the putative Class
2 for Defendants' violations of California Labor Code § 2802, including but not limited
3 to back-owed reimbursement for work-related expenses, interest, statutory and
4 equitable attorneys' fees, costs, and applicable penalties in an amount to be proven at
5 trial.

6 **EIGHTH CAUSE OF ACTION**

7 **Representative Claim for Civil Penalties Under the PAGA for**
8 **Violations of Labor Code §§ 246 and 246(l) and**
9 **Municipal Paid Sick Leave Ordinances**

10 (Against all Defendants)

11 157. Plaintiffs re-allege and incorporate by reference the foregoing allegations
12 as though set forth herein.

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

18 159. Defendants did not pay sick leave to Aggrieved Employees in violation
19 of California law.

20 160. Defendants have failed to (1) provide paid sick leave; (2) include
21 required information about paid sick leave in wage notices and/or wage statements,
22 including without limitation information on the amount of paid sick leave hours
23 accrued; (3) provide required information about paid sick leave to employees,
24 including without limitation at the time of hire; (4) at the time of hire, provide
25 employees with written notice of the employer's name, address, and telephone
26 number; (5) provide required information about paid sick leave in English, Spanish,
27 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
28 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage

1 statements, and therefore Defendants have violated one or more municipal sick leave
2 ordinances, including without limitation the sick leave ordinances of Berkeley,
3 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
4 Monica.

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

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

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

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

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

20 166. Pursuant to the PAGA, and/or Labor Code § 2699(g), Plaintiffs seek to
21 recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an
22 amount to be shown according to proof.

23 167. Plaintiffs re-allege and incorporate by reference the foregoing allegations
24 as though set forth herein.

NINTH CAUSE OF ACTION

Representative Claim for Penalties via the PAGA

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

Individual and Representative Claim for PAGA Penalties and Wage

Under California Labor Code §§ 2698, 2699, *et seq.* for 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, 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, 432.2, 432.5, 432.6, 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, 1198.5, 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, 2810, 2810.5, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

168. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

169. This claim is premised, in part, 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).

170. Pursuant to Labor Code § 2699, any provision of the Labor Code that

1 provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies or employees for violation of
3 the code may, as an alternative, be recovered through a civil action brought by an
4 aggrieved employee on behalf of himself or herself and other current or former
5 employees pursuant to the procedures specified in Labor Code § 2699.3.

6 171. Plaintiffs are informed and believe, and based thereon allege, that
7 because of the acts alleged above and Defendants' violations of the Labor Code
8 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
9 2698 and 2699.

10 172. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
11 by the alleged violator and had one or more of the alleged violations committed
12 against Plaintiffs, and therefore are properly suited to represent the interests of other
13 current and former Represented Employees.

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

19 174. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
20 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
21 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
22 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
23 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
24 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
25 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
26 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
27 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
28 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections

1 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
2 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
3 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
4 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
5 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
6 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
7 6310, 6311, and 6399.7.

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

19 176. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
20 permitted by law.

21 177. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
22 attorney’s fees, costs, civil penalties, and wages on behalf of Plaintiff and other
23 current and former Represented Employees as alleged herein in an amount to be
24 shown according to proof at trial and within the jurisdictional limits of this Court.
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TENTH CAUSE OF ACTION

Individual and Class Claim for Remedies for Violations

of the California Unfair Business

Practices Code §§ 17200, *et seq.*

(Against all Defendants)

178. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

179. Defendants, and each of them, are “persons” as defined under Business and Professions Code § 17021.

180. Plaintiffs are informed and believe and based thereon allege that Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the laws alleged to have been violated in this Complaint and which allegations are incorporated herein by reference and which allegations include, but are not limited to:

- a. Failing to provide the Class and Plaintiffs an accurate itemized wage statement in violation of § 226 of the Labor Code;
- b. Failing to pay the Class and Plaintiffs all wages due and owing including minimum/regular wages and overtime compensation, minimum wages and overtime, and meal and rest break premiums;
- c. Failure to reimburse employees for all employer incurred expenses; and
- d. Failure to pay Class Members, including Plaintiffs, wages in a timely manner upon their termination or resignation.

181. Defendants’ conduct, as alleged above, constitutes unlawful, unfair, and fraudulent activity prohibited by Business and Professions Code §§ 17200, *et seq.*

1 182. The unlawful and unfair business practices conducted by Defendants,
2 and each of them, are ongoing and present a threat and likelihood of continuing
3 against Plaintiffs and, accordingly, Plaintiffs seek injunctive relief where appropriate.

4 183. Plaintiffs have suffered injury in fact and lost money or property because
5 of the aforementioned unfair competition.

6 184. Because of their improper acts, Defendants, and each of them, have
7 reaped and continue to reap unfair benefits and illegal profits at the expense of
8 Plaintiffs and other employees and former employees of Defendants, and each of
9 them.

10 185. Defendants, and each of them, should be enjoined from this activity and
11 made to disgorge these ill-gotten gains and restore to Plaintiffs and the Class the
12 wrongfully withheld wages and/or penalties, pursuant to Business and Professions
13 Code §§ 17202 and/or 17203.

14 186. Plaintiffs and the Class have also incurred and continue to incur
15 attorneys' fees and legal expenses in an amount according to proof at the time of trial
16 and for which they seek compensation pursuant to law including but not limited to
17 Code of Civil Procedure § 1021.5.

18 **ELEVENTH CAUSE OF ACTION**

19 **Individual and Representative Claim via Labor Code § 2698, *et seq.* for** 20 **Wrongful Termination, Retaliation, and Discrimination in Violation of Labor** 21 **Code § 1102.5, *et seq.* and state law** 22 **(Against all Defendants)**

23 187. Plaintiff MACHADO re-alleges and incorporates by reference the
24 foregoing allegations as though set forth herein.

25 188. Labor Code § 1102.5, subdivision (a), prohibits employers from making,
26 adopting, or enforcing any rule, regulation or policy that prevents employees from
27 disclosing information governmental agencies where the employee has reasonable
28 cause to believe that the information discloses a violation of state or federal law, or a

1 violation or noncompliance with a state or federal rule or regulation.

2 189. Labor Code § 1102.5, subdivision (c), prohibits employers from
3 retaliating against an employee for the employee's refusal to participate in an activity
4 that would result in a violation of state or federal statute, or a violation or
5 noncompliance with a state or federal rule or regulation or for reporting such
6 violations to his or her employer.

7 190. As alleged above, Defendants violated Labor Code § 1102.5,
8 subdivisions (a), (c), and (d) because Defendants LLC retaliated against Plaintiff
9 MACHADO because she opposed and intended to report what she reasonably
10 believed to be unlawful conduct and practices by her employer to governmental
11 authorities and to this end and in support thereof, she requested, via counsel, her
12 personnel file and payroll records.

13 191. As alleged above, less than 90 minutes from taking the steps alleged
14 above, Defendants violated Labor Code § 1102.5 and various state laws, including but
15 not limited to the common law rules governing wrongful termination, discrimination,
16 and harassment, defamation, intentional infliction of emotional distress, among other
17 things.

18 192. Defendants' acts were either intentional, reckless, or negligent.

19 193. As a proximate result of Defendants' actions, Plaintiff MACHADO has
20 suffered and continues to suffer damages in an amount according to proof.

21 194. As a proximate result of Defendants' actions, Plaintiff MACHADO on
22 behalf of himself and similarly situated employees and former employees, seeks
23 costs, penalties, and attorneys' fees pursuant to Labor Code § 2698, *et seq.*

24 195. In doing the things herein alleged, Defendants were guilty of oppression,
25 fraud and malice, and, insofar as the things alleged were attributable to employees of
26 Defendants, said employees were employed by Defendants with advance knowledge
27 of the unfitness of the employees and they were employed with a conscious disregard
28 for the rights of others; or Defendants authorized or ratified the wrongful conduct; or

1 there was advance knowledge, conscious disregard, authorization, ratification or act
2 of oppression, fraud or malice on the part of an officer, director or managing agent of
3 defendants all entitling plaintiff to the recovery of exemplary and punitive damages.

4 **PRAYER FOR RELIEF**

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

- 6 1. An order that this action may proceed and be maintained as a class
7 action;
- 8 2. For appointment of Plaintiff SCURRY as the representative of the Class;
- 9 3. For appointment of counsel for Plaintiffs as Class Counsel;
- 10 4. That the Court find that Defendants' violations as described above were
11 willful;
- 12 5. That the Court award to Plaintiffs and/or the Class and/or Aggrieved
13 Employees damages for the amount of unpaid wages subject to proof at trial;
- 14 6. For payment of all unpaid wages, including but not limited to state minimum
15 wages and overtime compensation to Plaintiffs and/or the Class and/or
16 Aggrieved Employees in an amount subject to proof at trial;
- 17 7. That Defendants, and each of them, be ordered and enjoined to pay
18 restitution to Plaintiffs and/or the Class and/or Aggrieved Employees pursuant
19 to Business and Professions Code §§ 17200-05;
- 20 8. That Defendants, and each of them, be required to issue to Plaintiffs and/or
21 the Class and/or Aggrieved Employees accurate wage and earning
22 statements;
- 23 9. For disgorgement through restitution of all ill-gotten and/or ill-gained profits,
24 including unpaid wages and/or penalties to Plaintiffs and/or the Class and/or
25 Aggrieved Employees, resulting from Defendants' unfair business practices
26 pursuant to Business and Professions Code §§ 17200-05;
- 27 10. For an order by the Court requiring Defendants, and each of them, to show
28 cause, if any they have, as to why to Plaintiffs and/or the Class and/or

1 Aggrieved Employees should not have been be issued itemized wage
2 statements as required by § 226 of the Labor Code and why Defendants
3 should not be required to pay Plaintiffs minimum wages and overtime
4 compensation under applicable state law;

5 11. For costs and interest in an amount to be proven at trial;

6 12. For an order finding Defendants liable to Plaintiffs;

7 13. For special and general damages;

8 14. For punitive damages;

9 15. For all remedies available to the Plaintiffs under the applicable provisions of
10 the Labor Code via the PAGA Labor Code § 2698, *et seq.* including an award
11 of attorneys' fees, costs, and civil penalties according to proof to the extent
12 permitted by law;

13 16. For maximum civil penalties available under the Labor Code and applicable
14 Wage Order as described more particularly in this Complaint, representative
15 PAGA claims including the payment of wages as set forth in Labor Code §
16 558;

17 17. That Aggrieved Employees be awarded reasonable attorneys' fees where
18 available by law, including but not limited to pursuant to Labor Code § 2698,
19 *et seq.*, Code of Civil Procedure § 1021.5, and/or other applicable laws; and

20 18. For any other relief the Court may deem just, proper, and equitable.

21 Dated: November 15, 2024

Law Office of Thomas D. Rutledge

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23 By: /s/Thomas D. Rutledge

Thomas D. Rutledge, Esq.

24 Attorneys for Plaintiffs
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