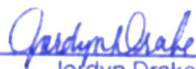


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 14 2023

BY 
Jordyn Drake, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOSE RODRIGUEZ, an individual, on behalf
of himself, others similarly situated,

PLAINTIFF,

vs.

WORLD CLASS STAFFING SERVICES
LLC, a California Limited Liability
Company, and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: CIVSB2315859

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Violations of Labor Code § 226(e)
2. Penalties Pursuant to Labor Code § 2698,
et seq. for violations of Labor Code § 226
and 226.3

FILED

1 Plaintiff Jose Rodriguez, an individual, on behalf of himself and others similarly situated
2 and as a private attorney general pursuant to Labor Code § 2698 *et seq.*, complains of Defendant
3 World Class Staffing Services LLC and the Doe Defendants (“Defendants”) and each of them, as
4 follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
8 Plaintiff and the following classes and subclasses:

- 9 (1) all individuals who were employed by World Class Staffing Services LLC or its
10 predecessor, merged or related entities in California as an employee at any point
11 from July 12, 2022 and continuing into the present. (“Class”);

12 2. This is also a representative action brought pursuant to Labor Code § 2698, *et seq.*,
13 on behalf of the State of California and several groups of aggrieved employees defined as
14 follows:

- 15 (1) all individuals who were employed by World Class Staffing Services LLC or its
16 predecessor, merged or related entities in California as an employee at any point from
17 June 8, 2022 and continuing into the present. (“Aggrieved Employees”);

18 3. Plaintiff and the Class were employed by Defendant World Class Staffing Services
19 LLC and any subsidiaries or affiliated companies and Does 1 through 50 (who include individuals
20 acting on behalf an employer within the meaning of Labor Code § 558.1) within the State of
21 California as employees within the past year.

22 4. Plaintiff worked for Defendants, including Defendant World Class Staffing
23 Services LLC, in San Bernardino County within the past year and received a wage statement that
24 did not include an address within the past year.

25 5. As to Plaintiff, the Class, and the aggrieved employees, Defendants also failed to
26 provide accurate itemized wage statements in accordance with Labor Code § 226(a)(8). Labor
27 Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an
28 itemized wage statement in writing showing:

- (1) gross wages earned;

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

6. Since June 8, 2022, at least some of the wage statements issued to Plaintiff, the Class, and the aggrieved employees did not include the address of the legal entity that is the employer. For instance, for the pay period of May 15, 2023 to May 21, 2023, Defendant issued an itemized wage statement to Plaintiff that did not contain any address for the employer. Plaintiff alleges that the wage statements that Defendant issued to the other class members and aggrieved employees during the PAGA period also did not contain the address of the legal entity that is the employer. Such conduct violates Labor Code § 226(a)(8).

7. In addition, since Defendant is a temporary services employer as defined in Labor Code section 201.3, its wage statements must also contain the rate of pay and total hours worked for each temporary services assignment in accordance with Labor Code § 226(a)(9). However, some of the wage statements issued by Defendants to the aggrieved employees did not include the rate of pay and the total hours worked for each temporary services assignment as required by Labor Code § 226(a)(9).

8. Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

- (i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).
- (ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).
- (iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.
- (iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

9. The wage statements issued to Plaintiff and the Class did not include the address of the legal entity that is the employer. For instance, for the pay period of May 15, 2023 to May 21, 2023, Defendant issued an itemized wage statement to Plaintiff that did not contain any address for the employer. Plaintiff alleges that the wage statements that Defendant issued to the other Class Members within the past year also did not contain the address of the legal entity that is the employer. Such conduct violates Labor Code § 226(a)(8).

10. Plaintiff, the Class, and the aggrieved employees also suffered legal “injury” for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily determine from the wage statements themselves the information required to be set forth by Section 226(a), the information provided by Defendants was confusing and inaccurate.

11. In addition, Plaintiff, the Class, and the aggrieved employees were unable to determine from the wage statement alone without reference to external information or knowledge the address of the legal entity that is the employer. The aggrieved employees were also not able to determine from the wage statement alone the rate of pay and the total hours worked for each temporary services assignment as required by Labor Code § 226(a)(9). This is particularly true for aggrieved employees who worked multiple assignments during the same workweek and/or pay period.

12. Moreover, Plaintiff, the Class, and the aggrieved employees also suffered legal “injury” for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily determine from the wage statements themselves the information required to be set forth by

1 Section 226(a), including the address of the legal entity that is the employer, the information
2 provided by Defendants was confusing and inaccurate.

3 13. Plaintiff filed his PAGA Notice online with the Labor Workforce Development
4 Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and
5 theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*
6 As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor
7 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its
8 intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA
9 notice. Plaintiff is therefore, entitled to proceed with a civil action pursuant to Labor Code §
10 2699.

11 14. If during discovery and/or Defendant defaults, Plaintiff discovers the names of
12 additional individuals who may have personal liability pursuant to Labor Code § 558.1, Plaintiff
13 will promptly amend to include such individuals and/or alter egos. Plaintiff will seek to depose
14 the individual owner (Beatriz Power) to determine whether or not she is a person responsible for
15 the violations within the meaning of Labor Code § 558.1. *Espinoza v. Hepta Run, Inc.*, 74 Cal.
16 App. 5th 44, 60, (2022), review denied (Apr. 27, 2022) (“It was undisputed Tseng was the sole
17 owner and president of both HRT and *Hepta Run*, and he admitted he had approved the policy
18 regarding payment of truck drivers that violated various provisions of the Labor Code. Although
19 he testified he had no involvement in or knowledge of the business's operations.”); *cf Usher v.*
20 *White*, 64 Cal. App. 5th 883, 889, (2021).

21 II.

22 **JURISDICTION AND VENUE**

23 15. This Court has subject matter jurisdiction over all causes of action asserted herein
24 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
25 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy,
26 exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the
27 laws of the State of California or is subject to adjudication in the courts of the State of California.
28

16. This Court has personal jurisdiction over Defendant World Class Staffing Services LLC because Defendant has caused injuries in the County of San Bernardino and State of California through their acts, and by their violation of the California Labor Code and California law in San Bernardino County. The Court also has personal jurisdiction over Defendant World Class Staffing Services LLC because it's principal place of business is located within San Bernardino County.

17. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendants operates within California and do business within San Bernardino County. The unlawful acts alleged herein have a direct effect on Plaintiff and the Classes within the State of California and the County of San Bernardino and Defendant World Class Staffing Services LLC's principal place of business is located within San Bernardino County.

18. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

III.

PARTIES

A. PLAINTIFF

19. Plaintiff Jose Rodriguez worked for Defendants in San Bernardino County within the past year.

20. Plaintiff and the Class were regularly required to:

a. Worked without being provided an accurate itemized wage statement that included the address of the legal entity that is the employer.

B. DEFENDANTS

21. Defendant World Class Staffing Services LLC is a California Limited Liability Company, with a current principal place of business of 11175 AZUSA CT SUITE 110, Rancho

1 Cucamonga, CA 91730. Upon information and belief, Defendant employs and/or employed
2 Plaintiff and the Class within California and in San Bernardino County, including in Fontana and
3 Rancho Cucamonga, California. Defendant has done and does business throughout the State of
4 California and in San Bernardino County.

5 22. The true names and capacities, whether individual, corporate, associate, or
6 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
7 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
8 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
9 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
10 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
11 capacities of the Defendants designated hereinafter as DOES when such identities become
12 known. The Doe Defendants include alter ego and joint employers of Defends.

13 23. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
14 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
15 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
16 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
17 employer and/or joint employer of Plaintiff and the Class and/or as alter egos of each other.

18 IV.

19 **CLASS ACTION ALLEGATIONS**

20 24. Plaintiff brings this action on behalf of himself and all others similarly situated as
21 a Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiff seeks to represent a
22 Class composed of and defined as follows:

- 23 (1) all individuals who were employed by World Class Staffing Services LLC or its
24 predecessor, merged or related entities in California as an employee at any point
25 from July 12, 2022 and continuing into the present. (“Class”);

26 25. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
27 amend or modify the class description with greater specificity, by division into subclasses, or by
28 limitation to particular issues.

1 26. This action has been 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 well-defined
3 community of interest in the litigation and the Proposed Classes are easily ascertainable.

4 **A. Numerosity**

5 27. The potential members of the Proposed Classes as defined are each so numerous
6 that joinder of all the members of the Proposed Classes is impracticable. While the precise
7 number of proposed Class Members in each Class has not been determined at this time, Plaintiff
8 is informed and believes that Defendants currently employ, and during the relevant time periods
9 employed to be more than 50 members or more of the Proposed Class and Subclasses at any
10 given time and there are believed to be more than 100 Class Members.

11 28. Plaintiff alleges that Defendants' employment records would provide information
12 as to the number and location of all Proposed Class members. Joinder of all members of the
13 Proposed Class and Subclasses is not practicable.

14 **B. Commonality**

15 29. There are questions of law and fact common to the Proposed Classes¹ that
16 predominate over any questions affecting only individual Proposed Class Members. These
17 common questions of law and fact include, without limitation:

18 a. Whether Defendants violated Labor Code § 226(a) and (e) by failing to
19 provide an accurate itemized wage statements that included the address of the legal entity that is
20 the employer.

21 **C. Typicality**

22 30. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff
23 and all members of the Proposed Class sustained injuries and damages arising out of and caused
24 by Defendants' common course of conduct in violation of laws, regulations that have the force
25 and effect of law, and statutes as alleged herein.

26 **D. Adequacy of Representation**

27
28 ¹ Plaintiff reserves his right to designate subclasses within the Class.

31. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Classes. Counsel who represents Plaintiff and the Proposed Class is competent and experienced in litigating large employment class actions, and have the financial resources to litigate the claims at issue.

E. Superiority of Class Action

32. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to provide accurate itemized wage statements.

33. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

V.

FIRST CAUSE OF ACTION
VIOLATIONS OF LABOR CODE § 226(e)

[Against all Defendants on behalf of Plaintiff and the Class]

34. Plaintiff, on behalf of himself and the Class, realleges and incorporates by reference all previous paragraphs and all subsequent paragraphs.

35. From at least one (1) year prior to the filing of this action and continuing into the present, Defendants knowing and intentionally failed to provide accurate itemized wage statements to Plaintiff and the Wage Statement Class in accordance with Labor Code § 226(a)(1, 2, 5, and 9). Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;

- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
(8) the name and address of the legal entity that is the employer...;
(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

36. Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

37. The wage statements issued to Plaintiff and the Class did not include the address of the legal entity that is the employer. For instance, for the pay period of May 15, 2023 to May 21, 2023, Defendant issued an itemized wage statement to Plaintiff that did not contain any address for the employer. Plaintiff alleges that the wage statements that Defendant issued to the other Class Members within the past year also did not contain the address of the legal entity that is the employer. Such conduct violates Labor Code § 226(a)(8).

38. Plaintiff and the Class also suffered legal "injury" for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily determine from the wage

1 statements themselves the information required to be set forth by Section 226(a), the information
2 provided by Defendants was confusing and inaccurate.

3 39. In addition, Plaintiff and the Class were unable to determine at from the wage
4 statement alone without reference to external information or knowledge the address of the legal
5 entity that is the employer.

6 40. Moreover, Plaintiff and the Class also suffered legal “injury” for purposes of
7 Labor Code section 226(e) insofar as they were unable to readily and easily determine from the
8 wage statements themselves the information required to be set forth by Section 226(a), including
9 the address of the legal entity that is the employer, the information provided by Defendants was
10 confusing and inaccurate.

11 41. Defendants also failed to both comply with and create a policy that complied with
12 Labor Code § 226 prior to the filing of this lawsuit. Labor Code § 226(e)(3) provides that when
13 determining whether or not an employer’s violation of Labor Code § 226(a) was knowing and
14 intentional, “the relevant factor [is] whether the employer, prior to an alleged violation, has
15 adopted and is in compliance with a set of policies, procedures, and practices that fully comply
16 with this section.” Accordingly, Defendants’ conduct was knowing and intentional within the
17 meaning of Labor Code § 226(e).

18 42. An employee suffering injury as a result of a knowing and intentional failure by an
19 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
20 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
21 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
22 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
23 reasonable attorneys’ fees. *See* Lab. Code § 226(e). Plaintiff and the Class seek penalties under
24 Labor Code § 226(e) in amounts to be determined at trial, and are entitled to recovery of such
25 amounts, attorneys’ fees, and costs.

26 ///

27 ///

28 ///

VI.
SECOND CAUSE OF ACTION
PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS OF
LABOR CODE §§ 226 and 226.3
[Against all Defendants on behalf of Plaintiff and the aggrieved employees]

43. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

44. Plaintiff filed his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil action pursuant to Labor Code § 2699.

45. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2698, *et seq.* because of Defendants’ violations of Labor Code §§ 226 and 226.3.

46. There is currently a split of authority regarding which PAGA penalties apply to violations of Labor Code § 226(a). *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 355 (2021) (holding that such violations give rise to a 2699.3 penalty) *cf.*; *Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (2018) (holding that such violations give rise to a Labor Code § 226.3 penalty). Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As explained in detail above, Defendants failed to provide Plaintiff and the other aggrieved employees with accurate itemized wage statements. Accordingly, to the extent it

1 applies, Plaintiff and the other aggrieved employees may also recover Labor Code § 226.3 or
2 2699 penalties for Defendant's violations of Labor Code § 226(a).

3 47. To the extent permitted by law, Plaintiff also seeks default PAGA penalties under
4 Labor Code § 2699.3.

5 **RELIEF REQUESTED**

6 **WHEREFORE**, Plaintiff prays for the following relief:

7 1. An Order that this action may proceed and be maintained as a Class Action on
8 behalf of the Class;

9 2. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code
10 § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs
11 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
12 exceeding an aggregate penalty of four thousand dollars (\$4,000) for the inaccurate itemized
13 wage statements issued to Plaintiff and the Class from July 12, 2022 and continuing into the
14 present as may be proven, including up to \$100,000,000 in damages;

15 3. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
16 employees because of Defendants' violation of Labor Code §§ 226 and 226.3 including up to
17 \$100,000,000 in damages;

18 4. An award providing for payment of costs of suit;

19 5. An award of attorneys' fees, including but not limited to pursuant to Labor Code
20 §§ 226 and 2698 and Code of Civil Procedure § 1021.5; and

21 6. Such other and further relief as this Court may deem proper and just.

22
23 DATED: August 14, 2023

WINSTON LAW GROUP, P.C.

24
25 By: 
26 DAVID S. WINSTON
27 Attorneys for Plaintiff, the Proposed
28 Class, and the aggrieved employees