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January 12, 2026

File No. 805

VIA INTERNET UPLOAD

Director
Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973075252)

President/CEO
Huron Consulting Group Inc.
550 West Van Buren Street
Chicago, IL 60607

Re: *Klausuts, et al. v. Huron Consulting Group Inc.*

Dear Sir or Madam:

This office represents **Yuri Klausuts** and aggrieved employees employed by the above-named employer pursuant to California Labor Code §§ 2699, *et seq.* Accordingly, we are informing you of our representation and ask that all communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code §§ 2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE.

This intended representative action seeks penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference as though set forth herein.

II. § 2699, et seq., LABOR CODE VIOLATIONS.

Our client has numerous legal claims against the abovementioned parties. In summary, Plaintiff is informed and believes and therefore alleges that Defendants issued confusing wage and earning statements to the Plaintiff, unlawfully underpaid paid overtime compensation, failed to reimburse employee work related expenses, failed to pay meal break premiums, failed to pay regular minimum wages, among other claims.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include all California Labor Code provisions in California including but not limited to violations of Labor Code subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 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, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 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, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, 1198.5, subdivision (b) of Section 1198.3, Sections 1199, 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, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2804, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7, and the Labor Code provisions specified in the enclosed draft complaint.

Please take notice, if Defendant maintains that any of the named Plaintiff's claims lack merit, provide all facts in support of your contention within 30 days of the date of this letter. Otherwise, Plaintiff will presume the claims asserted herein have merit and will proceed accordingly.

III. § 2810.3 JOINT EMPLOYER CLAIMS.

Labor Code § 2810.3 states that a "client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor... for ... The payment of wages." Plaintiffs allege that Defendant DOES 1-50 is and during all times relevant was a "labor contractor" and that the foregoing entity Defendants (other than **Huron Consulting Group Inc.**) were "client employers" within the meaning of Labor Code § 2810.3. Upon information and belief, and based thereon, Plaintiffs allege all or some of the abovementioned Defendants fall within the scope of Labor Code § 2810.3(b) because each entity

exercised sufficient control over the employees' making them joint employers. This letter is being sent to comply with Labor Code § 2810.3(d).

IV. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

/s/Thomas D. Rutledge
Thomas D. Rutledge

Enclosure

Cc: Yuri Klausuts (via e-mail)

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

YURI KLAUSUTS, an individual, on)
behalf of himself, the State of California,)
and aggrieved employees as their)
designated proxy pursuant to the Private)
Attorneys General Act (PAGA))

Plaintiffs,

vs.

HURON CONSULTING GROUP INC.,)
a Delaware corporation; and DOES 1)
through 50,)

Defendants.)

Case No.:

**COMPLAINT VIA THE PAGA
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 Provide and
Maintain Records;
7. Failure to Reimburse
Expenses;
8. Sick Pay/PTO Violations;
9. Violations of Various
Miscellaneous Provisions of the
Labor Code via the PAGA;
and
10. Wrongful
Discharge/Retaliation.

1 Plaintiff, on behalf of himself, the State of California, and acting for the
2 interests of other current and former employees (“Aggrieved Employees” or
3 “Plaintiffs”) as a designated proxy, alleges the following:

4 **NATURE OF THE ACTION**

5 1. Plaintiff is suing in his individual capacity¹ under the Private Attorneys
6 General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*, seeking civil
7 penalties on behalf of himself, the State of California, and all Aggrieved Employees.
8 *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023).

9 **JURISDICTION AND VENUE**

10 2. Pursuant to Article VI, § 10 of the California Constitution, this Court has
11 subject matter jurisdiction in the Superior Court of California, County of San Diego,
12 State of California because Plaintiffs allege claims arising under California law.

13 3. This Court has jurisdiction over the Defendants because each is an
14 association, corporation, business entity, or individual that conducts substantial
15 business in the State of California.

16 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
17 proper in the Superior Court of California for the County of San Diego because
18 Defendants are doing business in the County of San Diego, California and because
19 PAGA enforcement actions are not limited to the county in which Aggrieved
20 Employees performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60
21 Cal. App. 5th 1069, 1075 (2021) (in a PAGA action, a plaintiff is not limited to the
22 county in which he or she performed work).

23 **THE PARTIES**

24 5. Plaintiff YURI KLAUSUTS is an individual and resident of California,
25 County of San Diego.

26 ¹ Plaintiffs reserve the right to pursue nonindividual PAGA claims within the meaning of
27 *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation*
28 *Servs., Inc.*, 95 Cal. App. 5th 682 (2025).

1 6. Defendant HURON CONSULTING GROUP INC. is a Delaware
2 corporation doing business in California, County of San Diego.

3 7. The true names and capacities, whether individual, corporate, associate or
4 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
5 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names
6 pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave
7 to amend this Complaint to allege the true names and capacities of DOES 1 through 50
8 when their names are ascertained. Plaintiffs are informed and believe, and based
9 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs
10 for the events and actions alleged herein.

11 8. Unless otherwise specified by name, the named Defendants and DOES 1
12 through 50 will be collectively referred to as "Defendants."

13 9. Plaintiffs are informed and believe, and based thereon allege, that each
14 of the named Defendants is part of an integrated enterprise and each Defendant was
15 acting as an agent, joint venturer, integrated enterprise, and/or alter ego for each of the
16 other Defendants and each was a co-conspirator with respect to the acts and the
17 wrongful conduct alleged herein so that each is responsible for the acts of the other
18 pursuant to the conspiracy and in proximate connection with the other Defendant(s).

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

23 11. Plaintiffs are informed and believe, and based thereon allege that each of
24 the Defendants was an agent, managing general partner, managing member, owner, co-
25 owner, partner, employee, and/or representative of each of the Defendants and was at
26 all times material hereto, acting within the purpose and scope of such agency,
27 employment, contract and/or representation, and that each of them is jointly and
28 severally liable to Plaintiffs.

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

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

14. Plaintiffs are informed and believe, and therefore allege, that one, more than one, or each of the named Defendants are liable to the Plaintiffs under legal theories and doctrines including but not limited to (1) the common law joint employer doctrine and/or (2) Labor Code § 2810.3 because at least one of these named Defendants worked as the central hub to an overall business operation by which the interrelationship between these Defendants makes each Defendant liable for the wage and hour violations alleged herein.

GENERAL ALLEGATIONS

15. Defendants are in the consulting business.

16. During all times relevant, Defendants hired and employed the named Plaintiff as a nonexempt employee from about December 9, 2024 to November 11, 2025.

17. The named Plaintiff is an “aggrieved employee” within the meaning of the PAGA because Defendants employed Plaintiff in California and Plaintiff experienced one or more of the alleged Labor Code violations alleged in this Complaint, and therefore the named Plaintiff is properly suited to act on behalf of the State, and collect civil penalties for all violations committed against the Aggrieved Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

18. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in

1 connection with violations of the Labor Code and Wage Order.

2 19. On information and belief, current and former employees of Defendants
3 suffered from Defendants' Labor Code violations.

4 **Failure to Provide Records.**

5 20. During all times relevant, the named Plaintiff sent correspondence to
6 Defendants requesting to obtain access to Plaintiff's payroll records and employee
7 personnel files.

8 21. Notwithstanding the foregoing, Defendants failed to provide the named
9 Plaintiff's records within the statutory deadlines in violation of the Labor Code.

10 22. Based on the foregoing, Plaintiff seeks the remedies set forth in this
11 Complaint.

12 **Minimum Wage/Regular Wage claims.**

13 23. During all times relevant, Plaintiffs are informed and believe and thereon
14 allege that pursuant to company policy and/or practice and/or direction, Defendants
15 paid Plaintiffs and Aggrieved Employees wages at less than the rate required under
16 state, federal, and local law.

17 24. Plaintiffs are informed and believe and thereon allege that Defendants, for
18 example, Defendants denied the named Plaintiff, and presumably other Aggrieved
19 Employees, compensation from about October 27, 2025 to November 11, 2025.

20 25. Further, during all times relevant, management told Plaintiff and
21 presumably other Aggrieved Employees, they could only obtain compensation for
22 "forecasted" customer hours rather than actual hours worked -- a requirement never
23 previously communicated to the named Plaintiffs, contrary to onboarding guidance,
24 and in direct violation of the law.

25 26. Plaintiffs are informed and believe and thereon allege that as a result of
26 the foregoing unlawful policy, Plaintiff and presumably other Aggrieved Employees
27 were not paid wages for actual work performed.

28 27. Plaintiffs are also informed and believe and thereon allege that Defendants

1 used a timekeeping system whereby Defendants rounded down Aggrieved Employees’
2 worktime, resulting in lost wages in an amount to be determined at trial.

3 28. Plaintiffs are also informed and believe and thereon allege that Plaintiffs’
4 unpaid wage claim is also premised on Defendants’ failure to include nondiscretionary
5 payments into the regular rate when paying PTO, overtime, and/or sick pay.

6 29. This failure to account for all forms of remuneration in the regular rate of
7 pay constitutes a willful and knowing violation of California labor laws and further
8 supports Claimant’s entitlement to unpaid wages, liquidated damages, interest, and
9 attorneys’ fees and costs pursuant to the Labor Code, including but not limited to §§
10 200, 218.6, 227.3, 1198, and § 49.1.1 of the California Division of Labor Standards
11 and Enforcement Policies and Interpretations Manual, “In California, as with the
12 federal FLSA, overtime is computed based on the regular rate of pay. The regular rate
13 of pay includes many different kinds of remuneration, for example: hourly earnings,
14 salary, piecework earnings, commissions, *certain bonuses*, and the value of meals and
15 lodging.” (Emphasis added); *see also* 29 C.F.R. 778.209, *et seq.*; *Ferra v. Loews*
16 *Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021).

17 30. In California law, vested vacation pay/PTO are “wages” that employers
18 must payout at the regular rate “at his final rate” of pay per Labor Code § 227.3 in the
19 employee’s last paycheck.

20 31. Similarly, in California sick pay is a “wage” under California Labor Code
21 §§ 200(a) and 246. *Flores v. Dart Container Corp.*, No. 219CV00083WBSEFB, 2020
22 WL 2770073, at *3 (E.D. Cal. May 28, 2020) (“The court finds that paid sick leave is
23 ‘wages’ within the meaning of Section 200(a).”).

24 32. Under California law, like sick leave, employers with a PTO policy of
25 using PTO in lieu of sick pay like the Defendants here must payout PTO at the
26 employee’s regular rate of pay per the Labor Code, including but not limited to § 246.

27 33. Plaintiffs are also informed and believe and thereon allege that during all
28 times relevant, however, Defendants failed to pay PTO to Plaintiff or Aggrieved

1 Employees at their lawful adjusted regular rate in violation of the Labor Code.

2 34. These are only a few examples of many where Defendants failed to pay
3 Aggrieved Employees wages.

4 35. As a result of the foregoing, Plaintiffs seek penalties for Defendants'
5 failure to pay Aggrieved Employees wages in an amount to be determined at trial.

6 **Failure to Pay State Overtime.**

7 36. During all times relevant, Plaintiffs are informed and believe and thereon
8 allege that pursuant to company policy and/or practice and/or direction, Defendants
9 failed to pay Aggrieved Employees state overtime compensation and/or the correct
10 amount of overtime and sick pay/PTO compensation.

11 37. This claim is generally premised on the facts described above, but when
12 Aggrieved Employees also had the right to overtime compensation, Defendants failed
13 to pay Aggrieved Employees overtime in an amount to be proven at trial.

14 **Meal and Rest Break Claims.**

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

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

25 40. By way of example, Plaintiffs are informed and believe and thereon allege
26 that Aggrieved Employees clocked out for meal breaks but would many times continue
27 working, thus unlawfully depriving them of an uninterrupted meal break.

28 41. As for rest breaks, because of Defendants' policy, practice, and work

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

5 42. Further, as alleged above, during pay periods when Defendants did pay
6 break premium pay to Plaintiffs and Aggrieved Employees, Defendants failed to
7 include nondiscretionary remuneration into the regular rate of pay for premium pay
8 calculations, resulting in the underpayment of break premiums in an amount to be
9 proven at trial. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021).

10 **Failure to Reimburse.**

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

15 44. For example, pursuant to company policy and/or practice and/or direction,
16 Defendants required Plaintiff and Aggrieved Employees to work remotely.

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

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

27 46. During all times relevant, and pursuant to company policy and/or practice
28 and/or direction and continuing to the present, and pursuant to company policy and/or

1 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
2 Defendants issued confusing and inaccurate wage and earning statements to Aggrieved
3 Employees in violation of Labor Code § 226.

4 47. Plaintiffs allege Aggrieved Employees' paystubs were inaccurate because
5 Defendants failed to pay them all wages, as alleged above, supporting a derivative
6 claim under Labor Code § 226.

7 48. Aggrieved Employees' wage statements were also inaccurate because
8 Defendants failed to accurately report the correct number of hours, rates of pay, among
9 other standalone claims under Labor Code § 226.

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

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

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

19 51. As to Defendants' Labor Code § 201 and 203 violations, on November 11,
20 2025, Defendants involuntarily terminated the Plaintiff, yet Defendants did not issue
21 Plaintiff's final wages.

22 **Wrongful Discharge/Retaliation.**

23 52. For about 18 months, Defendants employed the named Plaintiff during
24 which time Plaintiff performed work admirably.

25 53. On or about October 6, 2025, Defendants' management told Plaintiff that
26 he could not get paid for hours he worked that could not be billed to the company's
27 customers.

28 54. The named Plaintiff told this manager that it was illegal to deny

1 employees pay for actual hours worked and warned his manager that if Defendants
2 enforced such a policy that he would report the Defendants to the Labor
3 Commissioner's office.

4 55. On November 11, 2025, Defendants terminated the Plaintiff.

5 56. The stated reason for Plaintiff's termination was that Plaintiff failed to
6 disclose that he travelled out of the country when working and was dishonest about
7 his whereabouts and the amount of time he was travelling.

8 57. Labor Code § 96(k) via the PAGA, however, provides employees the
9 right to pursue remedies for adverse employment action resulting from "lawful
10 conduct occurring during nonworking hours away from the employer's premises."

11 58. Labor Code similarly § 98.6 prohibits an employer from retaliating
12 against an employee for engaging in conduct protected by the Labor Code or
13 exercising rights granted by the Labor Code.

14 59. Plaintiff alleges that Defendants never told Plaintiff he could not leave the
15 country while working.

16 60. Plaintiff also alleges that Plaintiff told management that he needed to help
17 his father, who recently suffered a heart attack, and lives in Europe.

18 61. Plaintiff maintains that Defendants retaliated and wrongfully terminated
19 him in violation of California law, including but not limited to Labor Code §§ 96(k),
20 98.6, and 1102.5 because he participated in lawful activity and threatened to report
21 Defendant to the governmental authorities.

22 62. Based on the foregoing, Plaintiffs seek the remedies set forth in this
23 Complaint.

24 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

25 63. This is a PAGA enforcement action filed pursuant to Labor Code §§
26 2698, 2699 that generally consists of the following group:

27 **All persons Defendants employed in the State of California**
28 **from January 12, 2024 to the present.**

1 64. All members of the above group will be referred to as the “Aggrieved
2 Employees.”

3 65. The “PAGA Period” means from **June 24, 2023** to the present, the
4 timeframe where the scope of statute allows Plaintiffs to recover penalties.

5 66. California law provides that an employee may file an action against an
6 employer to recover penalties for violations of the Labor Code and Wage Orders
7 provided the aggrieved employee files an action on behalf of him/her or herself/himself
8 and similarly-situated current and former employees.

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

16 68. As set forth in further detail below, because of the analysis and
17 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent correspondence to the
18 California Labor and Workforce Development Agency (LWDA) and to Defendants
19 informing Defendants of their claims and their intent to pursue litigation.

20 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

21 69. On or about **June 24, 2024**, Plaintiff KLAUSUTS began to exhaust his
22 administrative remedies by sending written notice to the LWDA (LWDA Case No.
23 LWDA-CM-1036069-24) and via certified mail to Defendants indicating Plaintiffs
24 are pursuing the claims alleged in this Complaint pursuant to the PAGA.

25 70. Similarly, on February 18, 2025, Plaintiffs began to exhaust their
26 administrative remedies by sending amended written notice to the LWDA (LWDA
27 Case No. LWDA-CM-1036069-24 and a new case under LWDA Case No. LWDA-
28 CM-1080680-25 for Plaintiffs BAXTER and BETRAN) and via certified mail to

1 Defendants indicating Plaintiffs are pursuing the claims alleged in this Complaint
2 pursuant to the PAGA.

3 71. Likewise, on February 25, 2025, Plaintiffs began to exhaust their
4 administrative remedies by sending amended written notice to the LWDA (LWDA
5 Case No. LWDA-CM-1036069-24 and LWDA Case No. LWDA-CM-1080680-25 for
6 Plaintiffs BAXTER and BETRAN) and via certified mail to Defendants indicating
7 Plaintiffs are pursuing the claims alleged in this Complaint pursuant to the PAGA.

8 72. On October 25, 2025, Plaintiffs began to exhaust their administrative
9 remedies by sending amended written notice to the LWDA and via certified mail to
10 Defendants indicating Plaintiffs are pursuing the claims alleged in this Complaint
11 pursuant to the PAGA.

12 73. The statutory waiting period for Plaintiffs expired from the date of
13 notices alleged above and the LWDA did not serve Plaintiffs with notice of intent to
14 assume jurisdiction over the applicable penalty claims and did not provide notice as
15 set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

16 74. Therefore, Plaintiffs have exhausted all applicable administrative
17 remedies thus permitting Plaintiffs the ability to seek the penalty claims sought in this
18 Complaint.

19 **FIRST CAUSE OF ACTION**

20 **Individual and Representative Claim for PAGA Penalties**

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

22 **Failure to Pay Local/State Minimum/Regular/PTO**

23 **in Violation of California Labor Code §§ 200, 227.3, 1194, 1197, 1197.1,**
24 **1771, 1774, 1776, 1811, and 1815, 1198, and the applicable Industrial Welfare**

25 **Commission (IWC) Wage Order via § 1198, and**

26 **where applicable the Local Min. Wage Ordinance**

27 **(Against all Defendants)**

28 75. Plaintiffs reallege and incorporate by reference the foregoing allegations,

1 as though set forth herein.

2 76. Pursuant to Labor Code §§ 200, 227.3, 1194, 1197, 1197.1, 1771, 1774,
3 1776, 1811, 1815, and 1198, it is unlawful for a California employer to suffer or
4 permit an employee to work without paying wages for all hours worked, as required
5 by the applicable IWC Wage Order and, where applicable on public works projects,
6 prevailing wage laws.

7 77. Labor Code § 227.3 provides that “...whenever a contract of
8 employment or employer policy provides for paid vacations, and an employee is
9 terminated without having taken his vested vacation time, all vested vacation shall be
10 paid to him as wages **at his final rate** in accordance with such contract of
11 employment or employer policy respecting eligibility or time served.” (Emphasis
12 added).

13 78. PTO and vacation pay are “wages” earned at the employee’s regular
14 rate of pay, not just the base hourly rate.

15
16 79. During all times relevant, Defendants were required to pay Plaintiffs and
17 other Aggrieved Employees their respective hourly rate for all hours worked and/or
18 minimum wages and/or prevailing wages per state law or applicable local law.

19 80. During all times relevant, at least one of the IWC Wage Orders applied
20 to Plaintiffs’ employment with Defendants.

21 81. Pursuant to the applicable Wage Order, “hours worked” include the time
22 during which an employee is “suffered or permitted to work, whether or not required
23 to do so.”

24 82. Under state and, where appropriate, local law, every employer must pay
25 each nonexempt employee minimum wages. (*See, e.g.*, Los Angeles County
26 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

27 83. Plaintiffs seek to recover penalties pursuant to the PAGA from the
28 Defendants for any violations of the foregoing laws during the proposed PAGA

1 Period.

2 84. 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 85. 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, and, as such, are subject to civil
8 penalties for each underpaid employee as set for in Labor Code § 558.

9 86. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
10 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
11 period for the initial violation and two hundred (\$200.00) for each aggrieved
12 employee per pay period for each subsequent violation in which Defendants violated
13 the minimum wage and/or regular wage provisions of the Labor Code, including but
14 not limited to §§ 200, 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1771, 1774,
15 1776, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the
16 applicable penalty is all in an amount to be shown according to proof at trial.

17 87. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
18 seek to recover from Defendants, and each of them, penalties, attorneys’ fees, and
19 costs incurred herein all in an amount to be shown according to proof at trial.

20 **SECOND CAUSE OF ACTION**

21 **Individual and Representative Claim for PAGA Penalties**

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

23 **Failure to Pay State Overtime and/or Double-Time Compensation**

24 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, §§ 351-356,**
25 **1182.12, 1194, 1194.2, 1197, 1197.1, , 1811, 1815, 1198, and the Applicable IWC**

26 **Wage Order**

27 **(Against all Defendants)**

28 88. Plaintiffs reallege and incorporate by reference the foregoing allegations

1 as though set forth herein.

2 89. California law requires an employer to pay each employee for the actual
3 hours worked. *See* Cal. Labor Code §§ 200, 226.

4 90. During all times relevant, one or more of the IWC Wage Orders applied
5 to Plaintiffs' employment with Defendants.

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

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

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

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

20 95. At all material times, Defendants were and/or are Aggrieved Employees'
21 employers or persons acting on behalf of Aggrieved Employees' employer, within the
22 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to
23 penalties for each underpaid employee as set for in Labor Code § 558.

24 96. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
25 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
26 period for the initial violation and two hundred (\$200.00) for each aggrieved
27 employee per pay period for each subsequent violation in which Defendants violated
28 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558

1 and 1194, the exact amount of the penalties sought is in an amount to be shown
2 according to proof at trial.

3 97. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from
4 Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein all
5 in an amount to be shown according to proof at trial.

6 **THIRD CAUSE OF ACTION**

7 **Individual and Representative Claim for PAGA Penalties**
8 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
9 **Failure to Timely Pay Earned Wages in Violation of California**
10 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**
11 **218.5, 218.6, 256, 1198, and the applicable Wage Order**
12 **(Against all Defendants)**

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

15 99. Pursuant to Labor Code § 201, "If an employer discharges an employee,
16 the wages earned and unpaid at the time of discharge are due and payable
17 immediately."

18 100. Pursuant to Labor Code § 201.3, temporary employment agencies must
19 pay temporary employees weekly.

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

25 102. Labor Code § 203 provides, in pertinent part: "If an employer willfully
26 fails to pay, without abatement or reduction, ... any wages of an employee who is
27 discharged or who quits, the wages of the employee shall continue as a penalty from
28 the due date thereof at the same rate until paid or until an action therefore is

1 commenced; but the wages shall not continue for more than 30 days. ..."

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

5 104. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid
6 employee during any calendar week and prior to or on the regular payday shall be
7 paid for not later than the regular payday of the employer for such weekly-paid
8 employee falling during the following calendar week."

9 105. Defendants did not properly pay Plaintiff and potentially other
10 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204
11 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

12 106. At all material times, Defendants and DOES 1 through 50 were and/or
13 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
14 Employees' employer, within the meaning of California Labor Code § 558, and, as
15 such, are subject to penalties for each underpaid employee as set for in Labor Code §
16 558.

17 107. Plaintiffs seek to recover penalties pursuant to the PAGA from the
18 Defendants for any violations of the foregoing Labor laws during the proposed PAGA
19 Period.

20 108. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
21 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
22 period for the initial violation and two hundred (\$200.00) for each aggrieved
23 employee per pay period for each subsequent violation in which Defendants violated
24 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

25 109. Plaintiffs seek all waiting time penalties, interest, attorneys' fees, costs,
26 damages, and other remedies pursuant to the PAGA in an amount to be proven at trial
27 all in an amount to be shown according to proof at trial.

28 **FOURTH CAUSE OF ACTION**

1 **Individual and Representative Claim for PAGA Penalties**
2 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
3 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
4 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**
5 **(Against all Defendants)**

6 110. Plaintiffs reallege and incorporate by reference the foregoing allegations
7 as though set forth herein.

8 111. Plaintiffs seek to recover penalties pursuant to the PAGA from the
9 Defendants for any violations of Labor Code §§ 226.7, 512, and 1198 during the
10 proposed PAGA Period.

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

17 113. Wherefore, Plaintiffs request all remedies available to them and to the
18 Aggrieved Employees pursuant to the PAGA all in an amount to be shown according
19 to proof at trial.

20 **FIFTH CAUSE OF ACTION**

21 **Individual and Representative Claim for PAGA Penalties**
22 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
23 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
24 **and the applicable IWC Wage Order**
25 **(Against all Defendants)**

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

28 115. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in

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

17 116. Plaintiffs seek to recover penalties pursuant to the PAGA from the
18 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during
19 the proposed PAGA Period.

20 117. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants 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 all culpable Defendants violated
24 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
25 of the applicable penalty is all in an amount to be shown according to proof at trial.

26 118. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
27 seek to recover from Defendants, and each of them, penalties, attorneys’ fees, and
28 costs incurred herein under §§ 226, 226.3, and 226.6 all in an amount to be shown

1 according to proof at trial.

2 **SIXTH CAUSE OF ACTION**

3 **Individual and Representative Claim for PAGA Penalties**
4 **For Failure to Provide and Maintain Required Records in Violation of**
5 **California**

6 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

7 (Against All Defendants)

8 119. Plaintiffs reallege and incorporate by reference the foregoing allegations
9 as though set forth herein.

10 120. California Labor Code § 226, subdivision (b), requires employers doing
11 business in the State of California to “afford current and former employees the right
12 to inspect or copy records pertaining to their employment, upon a reasonable request
13 to the employer...” and subdivision (c), requires employers to produce such records
14 within “21 calendar days from the date of the request.”

15 121. Plaintiff maintains the records requested fall within the meaning of
16 Labor Code § 226 because, among other reasons, the requested documents are
17 “records pertaining to [Plaintiff’s] employment.”

18 122. California Labor Code § 432, subdivision (b), requires employers doing
19 business in the State of California to provide current, former employees, and
20 applicants copies of all written instruments they sign upon request.

21 123. Plaintiff maintains the records requested fall within the meaning of
22 Labor Code § 432 because some of the records requested constitute written
23 instruments the Plaintiff signed.

24 124. California Labor Code § 1198.5, *et seq.*, similarly provides current and
25 former employees the right to inspect their employee personnel records and requires
26 the employer to provide the employee access to such records no later than 30 calendar
27 days from the date the employer receives a written request.

28 125. Plaintiff maintains the records requested fall within the meaning of

1 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff's
2 personnel file within the meaning of Labor Code § 1198.5.

3 126. As it pertains to "records," § 7 of Wage Order 4, in relevant part,
4 provides:

5 (A) Every employer shall keep accurate information with
6 respect to each employee including the following:

7 ***

8 (3) **Time records showing when the employee begins**
9 **and ends each work period.** Meal periods, split shift intervals
10 and total daily hours worked shall also be recorded. Meal
periods during which operations cease and authorized rest
periods need not be recorded.

11 (4) Total wages paid each payroll period, including value
12 of board, lodging, or other compensation actually furnished to
the employee.

13 (5) Total hours worked in the payroll period and
14 applicable rates of pay. **This information shall be made**
readily available to the employee upon reasonable request.

15 Wage Order 4, § 7 (emphasis added).

16 127. Plaintiffs seek to recover penalties pursuant to the PAGA from the
17 Defendants for any violations of Labor Code §§ 226, 432, 1174, 1198, and 1198.5 for
18 failing to maintain certain records which employers are required to maintain,
19 including but not limited to, an accurate record indicating the number hours worked
20 by the Plaintiffs.

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

27 129. For the reasons alleged herein, Plaintiffs seek all available remedies
28

1 pursuant to the PAGA all in an amount to be shown according to proof at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **Individual and Representative Claim for PAGA Penalties**

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

5 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of**
6 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

7 (Against all Defendants)

8 130. Plaintiffs reallege and incorporate by reference the foregoing allegations
9 as though set forth herein.

10 131. California Labor Code § 2802 requires employers to indemnify their
11 employees for expenses and losses incurred while discharging their duties or
12 obedience to the directions of their employer.

13 132. California Labor Code § 2804 prohibits waiver of this statutory right.

14 133. Based on the misconduct alleged herein, Plaintiffs seek to recover
15 penalties pursuant to the PAGA from the Defendants for any violations of Labor
16 Code § 2802 for failing to reimburse employees for work-related expenses.

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

23 135. For the reasons alleged herein, Plaintiffs seek all available remedies
24 pursuant to the PAGA all in an amount to be shown according to proof at trial.

25 **EIGHTH CAUSE OF ACTION**

26 **Individual and Representative Claim for Civil Penalties Under the PAGA for**

27 **Violations of Labor Code §§ 246 and 246(l) and**

28 **Municipal Paid Sick Leave Ordinances**

1 136. Plaintiffs reallege and incorporate by reference the foregoing allegations
2 as though set forth herein.

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

8 138. Plaintiffs are informed and believe and therefore allege that Defendants
9 did not pay sick leave to Aggrieved Employees in violation of California law.

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

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

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

27 142. At all material times, Defendants were and/or are Aggrieved Employees'
28 employers or persons acting on behalf of Aggrieved Employees' employer, within the

1 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
2 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
3 regulating hours and days of work in any Order of the Industrial Welfare Commission
4 and, as such, are subject to penalties for each underpaid employee as set for in Labor
5 Code § 558.

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

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

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

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

21 **NINTH CAUSE OF ACTION**

22 **Individual and Representative Claim for PAGA Penalties**

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

24 **for Violations of California Labor Code subdivision (k) of Section 96, Sections**
25 **98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209,**
26 **and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227,**
27 **227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
28 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, §§ 351-**

1 356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435,
2 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852,
3 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153,
4 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3,
5 Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298,
6 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and
7 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,
8 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,
9 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections
10 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections
11 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

12 (Against all Defendants)

13 147. Plaintiffs reallege and incorporate by reference the foregoing allegations
14 as though set forth herein.

15 148. Plaintiffs have sent their written notice to the LWDA and Defendants of
16 the specific sections of the California Labor Code Defendants violated and continue
17 to violate.

18 149. Plaintiffs will file an amended complaint once they have exhausted their
19 administrative remedies and are entitled to pursue claims and remedies as authorized
20 by PAGA.

21 150. Pursuant to Labor Code § 2699, any provision of the Labor Code that
22 provides for a civil penalty to be assessed and collected by the LWDA or any of its
23 departments, divisions, commissions, boards, agencies or employees for violation of
24 the code may, as an alternative, be recovered through a civil action brought by an
25 aggrieved employee on behalf of himself or herself and other current or former
26 employees pursuant to the procedures specified in Labor Code § 2699.3.

27 151. Plaintiffs seek to recover penalties pursuant to the PAGA from the
28 Defendants for any violations of the foregoing Labor Codes.

1 152. Plaintiffs are “aggrieved employees” because Plaintiffs were employed
2 by the alleged violator and had one or more of the alleged violations committed
3 against Plaintiffs, and therefore are properly suited to represent the interests of other
4 current and former Represented Employees.

5 153. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
6 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 132a,
7 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
8 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3,
9 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
10 subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351-356, and 403,
11 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
12 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
13 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
14 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections
15 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
16 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
17 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
18 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
19 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
20 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
21 6310, 6311, and 6399.7.

22 154. As to Labor Code §§ 96, 98.6, and 1102.5, *et seq.*, Plaintiff alleges that
23 Defendants discriminated and retaliated against the named Plaintiff and, upon
24 information and belief, Aggrieved Employees because of her repeated requests for
25 bereavement and/or protected leave and Defendants’ fear that Plaintiff would report
26 Defendants to governmental authorities if the Defendants did not grant her leave
27 requests.

28 155. As to Labor Code §§ 221, 224, and 450, Plaintiffs allege that Defendants

1 unlawfully required Plaintiffs and Aggrieved Employees to pay for their personal use
2 of a company provided car selected by the Defendants and/or as a condition of
3 employment, a practice prohibited by § 450 and an agreement that was not reduced to
4 a writing as required under § 221 and an unlawful deduction in violation of § 224.

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

16 157. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
17 permitted by law for every Labor Code provision currently on the books, all statutes
18 of which are incorporated herein by reference as though set forth in full.

19 158. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
20 attorney’s fees, costs, civil penalties, and wages on behalf of Plaintiff and other
21 current and former Represented Employees as alleged herein all in an amount to be
22 shown according to proof at trial.

23 **TENTH CAUSE OF ACTION**

24 **Individual and Representative Claim via Labor Code § 2698, *et seq.* for** 25 **Wrongful Termination, Retaliation, and Discrimination in Violation of Labor** 26 **Code §§ 96, 98.6, and 1102.5, *et seq.* and state law** 27 **(Against all Defendants)**

28 159. Plaintiffs reallege and incorporate by reference the foregoing allegations

1 as though set forth herein.

2 160. Labor Code § 1102.5, subdivision (a), prohibits employers from making,
3 adopting, or enforcing any rule, regulation or policy that prevents employees from
4 disclosing information governmental agencies where the employee has reasonable
5 cause to believe that the information discloses a violation of state or federal law, or a
6 violation or noncompliance with a state or federal rule or regulation.

7 161. Labor Code § 1102.5, subdivision (c), prohibits employers from
8 retaliating against an employee for the employee's refusal to participate in an activity
9 that would result in a violation of state or federal statute, or a violation or
10 noncompliance with a state or federal rule or regulation or for reporting such
11 violations to his or her employer.

12 162. As alleged above, Defendants violated Labor Code §§ 96, 98.6, and
13 1102.5, subdivisions (a), (c), and (d) because Defendants retaliated against the named
14 Plaintiff because, among other reasons, he engaged in protected activity.

15 163. As alleged above, Defendants violated the Labor Code and various state
16 laws, including but not limited to the common law rules governing wrongful
17 termination, discrimination, and harassment, defamation, intentional infliction of
18 emotional distress, among other things.

19 164. Defendants' acts were either intentional, reckless, or negligent.

20 165. As a proximate result of Defendants' actions, the named Plaintiff has
21 suffered and continues to suffer damages in an amount according to proof.

22 166. As a proximate result of Defendants' actions, the named Plaintiff on
23 behalf of himself and similarly situated employees and former employees, seeks all
24 remedies available to them as provided under the PAGA.

25 **PRAYER FOR RELIEF**

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

- 27 1. That Defendants be found liable to the Plaintiffs;
28 2. For all remedies available to the Plaintiffs and Aggrieved Employees

1 under the applicable provisions of the Labor Code via the PAGA, i.e., Labor Code §
2 2698, *et seq.* including an award of attorneys' fees, costs, interest, liquidated
3 damages, damages, penalties and waiting time penalties according to proof to the
4 extent permitted by law;

5 3. For maximum civil penalties available under the Labor Code and
6 applicable Wage Order as described more particularly in this Complaint, including
7 but not limited to penalties pursuant to Labor Code § 558;

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

12 5. For any other relief the Court may deem just, proper, and equitable.

13 Dated: January 12, 2026

Law Office of Thomas D.
Rutledge

15 By: /s/Thomas D. Rutledge
16 Thomas D. Rutledge
17 Attorney for the Plaintiffs
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