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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) )

Plaintiff,

vs.

HURON CONSULTING GROUP INC., )  
a Delaware corporation; HURON )  
CONSULTING SERVICES LLC, a )  
Delaware limited liability company, and )  
DOES 1 through 50, )

Defendants.

Case No.: 26CL011141C

Judge: Hon. Euketa Oliver  
Dept.: C-75

**PLAINTIFF'S FIRST AMENDED  
COMPLAINT FOR:**

- 1. Failure to Pay Minimum and/or 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; and**
- 9. Violations of the Investigative Consumer Reporting Agencies Act (Civ. Code, § 1786, *et seq.*)**

Complaint Filed: Feb. 26, 2026

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

#### 4 **NATURE OF THE ACTION**

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

9 2. By this action, Plaintiff also seeks remedies for Defendants’ failure to  
10 comply with the Investigative Consumer Reporting Agencies Act (ICRAA) per Civ.  
11 Code, § 1786 *et seq.*

#### 12 **JURISDICTION AND VENUE**

13 3. Pursuant to Article VI, § 10 of the California Constitution, this Court has  
14 subject matter jurisdiction in the Superior Court of California, County of San Diego,  
15 State of California because Plaintiff alleges claims arising under California law.

16 4. This Court has jurisdiction over the Defendants because each is an  
17 association, corporation, business entity, or individual that conducts substantial  
18 business in the State of California.

19 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is  
20 proper in the Superior Court of California for the County of San Diego because the  
21 Defendants are doing business in the County of San Diego, California, and PAGA  
22 enforcement actions are not limited to the county in which Aggrieved Employees  
23 performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal. App.  
24 5th 1069, 1075 (2021) (in a PAGA action, a plaintiff is not limited to the county in  
25 which he or she performed work).

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

**THE PARTIES**

6. Plaintiff YURI KLAUSUTS is an individual and resident of California, County of San Diego.

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

8. Defendant HURON CONSULTING SERVICES LLC is a Delaware limited liability company doing business in California, County of San Diego.

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

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

11. Plaintiff is informed and believes, and based thereon alleges, that each of the named Defendants is part of an integrated enterprise and each Defendant was acting as an agent, joint venturer, integrated enterprise, and/or alter ego for each of the other Defendants and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein so that each is responsible for the acts of the other pursuant to the conspiracy and in proximate connection with the other Defendant(s).

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant was acting partly within and partly without the scope and course of his, her, or its employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

13. Plaintiff is informed and believes, and based thereon alleges that each of

1 the Defendants was an agent, managing general partner, managing member, owner, co-  
2 owner, partner, employee, and/or representative of each of the Defendants and was at  
3 all times material hereto, acting within the purpose and scope of such agency,  
4 employment, contract and/or representation, and that each of them is jointly and  
5 severally liable to Plaintiff.

6 14. Plaintiff is informed and believes, and based thereon alleges that each of  
7 the Defendants is liable to Plaintiff under legal theories and doctrines including but not  
8 limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego,  
9 based in part, on the facts set forth below.

10 15. Plaintiff is informed and believes, and based thereon alleges, that each of  
11 the named Defendants is part of an integrated enterprise and has acted or currently act  
12 as the employer and/or joint employer of the Plaintiff making each of them liable for  
13 the wage and hour violations alleged herein.

14 16. Plaintiff is informed and believes, and based thereon alleges, that one,  
15 more than one, or each of the named Defendants is liable to the Plaintiff under legal  
16 theories and doctrines including but not limited to (1) the common law joint employer  
17 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named  
18 Defendants worked as the central hub to an overall business operation by which the  
19 interrelationship between these Defendants makes each Defendant liable for the wage  
20 and hour violations alleged herein.

### 21 **GENERAL ALLEGATIONS**

22 17. Defendants are in the consulting business.

23 18. During all times relevant, Defendants hired and employed the named  
24 Plaintiff as a nonexempt employee from about December 9, 2024 to November 11,  
25 2025.

26 19. The named Plaintiff is an “aggrieved employee” within the meaning of  
27 the PAGA because Defendants employed Plaintiff in California and Plaintiff  
28 experienced one or more of the alleged Labor Code violations alleged in this

1 Complaint, and therefore the named Plaintiff is properly situated to act on behalf of  
2 the State, and collect civil penalties for all violations committed against the  
3 Aggrieved Employees, who are also aggrieved employees as defined by Labor Code §  
4 2699(c).

5 20. California law provides that an aggrieved employee may file a  
6 representative action under the PAGA against an employer for civil penalties in  
7 connection with violations of the Labor Code and Wage Order.

8 21. On information and belief, current and former employees of Defendants  
9 suffered from Defendants' Labor Code violations.

10 **Failure to Provide Records.**

11 22. During all times relevant, the named Plaintiff sent correspondence to  
12 Defendants requesting to obtain access to Plaintiff's payroll records and employee  
13 personnel file.

14 23. Notwithstanding the foregoing, Defendants failed to provide the named  
15 Plaintiff's records.

16 24. Upon retaining counsel, the named Plaintiff, through counsel, sent  
17 correspondence to Defendants requesting to obtain access to Plaintiff's payroll  
18 records and employee personnel file.

19 25. Notwithstanding the foregoing, Defendants failed to provide the named  
20 Plaintiff's records within the statutory deadlines in violation of the Labor Code.

21 26. To date, it is believed that many of Plaintiff's records are still missing.

22 27. Based on the foregoing, Plaintiff seeks the remedies set forth in this  
23 Complaint.

24 **Minimum Wage/Regular Wage claims.**

25 28. During all times relevant, pursuant to company policy and/or practice  
26 and/or direction, Defendants paid Plaintiff and Aggrieved Employees wages at less  
27 than the rate required under state, federal, and local law.

28 29. The most obvious example of unpaid wages in this case is when

1 Defendants denied the named Plaintiff any compensation for the work he performed  
2 during the period from about October 28, 2025 to November 11, 2025.

3 30. Further examples of unpaid wages involved Defendants' policy of  
4 discouraging Plaintiff and Aggrieved Employees from reporting any non-billable  
5 worktime by telling Plaintiff and Aggrieved Employees how they must "stay within  
6 budget" and seek compensation only for "forecasted" customer hours rather than  
7 actual hours worked.

8 31. Even though Defendants capped billable hours, Defendants, however,  
9 expected Plaintiff and Aggrieved Employees to perform additional (i.e., off-the-clock)  
10 work, such as preparing deliverables, submitting timesheets, conducting internal  
11 meetings, reviewing emails/slack communications, responding to emails/slack  
12 communications, viewing training modules, among other tasks, which time Defendants  
13 did not compensate.

14 32. These are only a few examples of many where Defendants failed to pay  
15 Aggrieved Employees wages.

16 33. As a result of the foregoing, Plaintiff seeks penalties for Defendants'  
17 failure to pay Aggrieved Employees wages in an amount to be determined at trial.

18 **Failure to Pay State Overtime.**

19 34. During all times relevant, pursuant to company policy and/or practice  
20 and/or direction, Defendants failed to pay Plaintiff and Aggrieved Employees state  
21 overtime compensation and/or the correct amount of overtime.

22 35. This claim is generally premised on the facts described above, but when  
23 Plaintiff and Aggrieved Employees had the right to overtime compensation,  
24 Defendants failed to pay Aggrieved Employees all overtime in an amount to be proven  
25 at trial.

26 36. Pursuant to company policy and/or practice and/or direction, Defendants  
27 discouraged overtime, pressuring employees to "stay within budget," and enforced a  
28 policy of no overtime unless expressly authorized by management.

1           37. For example, Defendants' offer letter to Plaintiff stated, "*You will need*  
2 *the approval of the Practice Leader to work over 40 hours in a given week.*"

3           38. As a result of Defendants' strict policy against paying overtime,  
4 Defendants failed to pay Plaintiff and Aggrieved Employees all earned overtime in an  
5 amount to be proven at trial.

6 **Meal and Rest Break Claims.**

7           39. During all times relevant, pursuant to company policy and/or practice  
8 and/or direction, Defendants failed to authorize and/or permit Plaintiff and Aggrieved  
9 Employees to take all their compliant off-duty meal and rest breaks during the required  
10 timeframe as required by law and failed to pay them premium pay, in an amount to be  
11 proven at trial.

12           40. Plaintiff is informed and believes, and based thereon alleges, that  
13 Defendants had no lawful meal and rest break policy in place and that Defendants'  
14 written policy simply states, "*Meal periods and breaks will be handled in compliance*  
15 *with federal and state law.*"

16           41. Plaintiff is informed and believes, and based thereon alleges, that when  
17 Plaintiff and Aggrieved Employees worked more than five and/or ten hours in a  
18 workday, they were often deprived of their right to take lawful meal breaks and  
19 Defendants failed to pay them premium pay for the missed or noncompliant meal  
20 breaks, in an amount to be proven at trial.

21           42. By way of example, Defendants often interrupted Plaintiff and Aggrieved  
22 Employees meal breaks for work-related reasons during what were supposed to be  
23 uninterrupted meal breaks in violation of California law.

24           43. Similarly, due to work deadlines, Plaintiff and Aggrieved Employees  
25 often worked through meal breaks to meet client deliverables.

26           44. As for rest breaks, because of Defendants' policy, practice, and work  
27 demands, Defendants prevented Aggrieved Employees from taking all their  
28 uninterrupted rest breaks to which they had the right to enjoy, in an amount to be

1 proven at trial, and Defendants failed to pay them premium pay as required under  
2 California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

3 45. As a result of Defendants' unlawful meal and rest policy, Plaintiff and  
4 Aggrieved Employees were denied all meal and rest to which they had the right to  
5 enjoy and Defendants failed to pay Plaintiff and Aggrieved Employees premium pay in  
6 an amount to be proven at trial.

7 **Failure to Reimburse.**

8 46. During all times relevant, Defendants required Plaintiff and Aggrieved  
9 Employees to incur various work-related expenses that were never reimbursed.

10 47. For example, pursuant to company policy and/or practice and/or direction,  
11 Defendants required Plaintiff and Aggrieved Employees to work remotely.

12 48. Defendants' home office written policy states, "*For Huron employees to*  
13 *carry out their work duties from home, Huron provides all employees with laptops and*  
14 *necessary peripheral equipment, mobile phones with service for voice and data*  
15 *capabilities as described below in the Mobile Phone section, and internet connectivity*  
16 *through smartphone mobile hotspots.*"

17 49. But while working remotely, Plaintiff and Aggrieved Employees did not  
18 have internet access through "*smartphone mobile hotspots*" and instead had to  
19 purchase internet using their own personal funds.

20 50. Similarly, Plaintiff is informed and believes, and based thereon alleges,  
21 that not all Aggrieved Employees working remotely were furnished with the foregoing,  
22 and in many cases, such equipment did not function properly, requiring Aggrieved  
23 Employees to purchase the equipment with their own funds to continue working for the  
24 Defendants.

25 51. While working remotely, Plaintiff and Aggrieved Employees incurred  
26 expenses for cell phone, home internet, home utilities, office supplies, office  
27 equipment, cell phone data, among other expenditures.

28 52. Defendants enforced a written policy that expressly prohibited Plaintiff



1 and Aggrieved Employees from seeking reimbursement for the foregoing, to wit,  
2 “*Additional expenses incurred for a home office are normally not reimbursable.*”

3 53. As a result of Defendants’ reimbursement policy, Plaintiff and Aggrieved  
4 Employees were denied all reimbursement for work-related expenses in an amount to  
5 be proven at trial. *See Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th  
6 1137 (2014) (“We hold that when employees must use their personal cell phones for  
7 work-related calls, Labor Code section 2802 requires the employer to reimburse them.  
8 Whether the employees have cell phone plans with unlimited minutes or limited  
9 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”)

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

11 54. During all times relevant, and continuing to the present, pursuant to  
12 company policy and/or practice and/or direction, Plaintiff is informed and believes, and  
13 based thereon alleges, that Defendants issued confusing and inaccurate wage and  
14 earning statements to Plaintiff and Aggrieved Employees in violation of Labor Code §  
15 226.

16 55. Plaintiff alleges that Plaintiff and Aggrieved Employees’ wage statements  
17 were inaccurate because Defendants failed to pay them all wages, as alleged above,  
18 supporting a derivative claim under Labor Code § 226.

19 56. Based on the misconduct alleged in this Complaint, Plaintiff and  
20 Aggrieved Employees’ wage statements were also inaccurate because Defendants  
21 failed to accurately report the correct number of hours, rates of pay, among other  
22 standalone claims under Labor Code § 226.

23 57. As a result of Defendants’ violations of Labor Code § 226, Plaintiff and  
24 Aggrieved Employees seek penalties in an amount to be proven at trial.

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

27 58. During all times relevant and pursuant to the above-mentioned policies,  
28 Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to

1 pay all wages to which Aggrieved Employees had the right to receive under the law in  
2 a timely manner.

3 59. As to the named Plaintiff specifically, as alleged above, Defendants failed  
4 to timely pay Plaintiff wages in violation of the Labor Code including but not limited  
5 to §§ 201-203 and 204.

6 60. As to Defendants' Labor Code § 201 and 203 violations, on November 11,  
7 2025, Defendants involuntarily terminated the Plaintiff, yet Defendants did not issue  
8 Plaintiff's final wages.

9 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

10 61. This is a PAGA enforcement action filed pursuant to Labor Code §§  
11 2698, 2699 that generally consists of the following group:

12 **All persons Defendants employed in the State of California**  
13 **from January 12, 2025 to the present.**

14 62. All members of the above group will be referred to as the "Aggrieved  
15 Employees."

16 63. The "PAGA Period" means from **January 12, 2025** to the present, the  
17 timeframe in which the statute allows Plaintiff to recover penalties.

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

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

1           66. As set forth in further detail below, because of the analysis and  
2 investigation of the Plaintiff's claims, Plaintiff's attorneys sent correspondence to the  
3 California Labor and Workforce Development Agency (LWDA) and to Defendants  
4 informing Defendants of their claims and their intent to pursue litigation.

5                           **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

6           67. On or about **January 12, 2026**, Plaintiff began to exhaust his  
7 administrative remedies by sending written notice to the LWDA (LWDA Case No.  
8 LWDA-CM-1149547-26) and via certified mail to Defendants indicating Plaintiff is  
9 pursuing the claims alleged in this Complaint pursuant to the PAGA.

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

14          69. Therefore, Plaintiff has exhausted all applicable administrative remedies  
15 thus permitting Plaintiff the ability to seek the penalty claims sought in this  
16 Complaint.

17                           **FIRST CAUSE OF ACTION**

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

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

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

21                   **in Violation of California Labor Code §§ 200, 218.5, 227.3, 1194, 1197, 1197.1,**

22                   **1182.12, and 1198, and the applicable Industrial Welfare Commission (IWC)**

23                   **Wage Order via § 1198, and where applicable the Local Min. Wage Ordinance**

24                                           **(Against all Defendants)**

25          70. Plaintiff realleges and incorporates by reference the foregoing  
26 allegations, as though set forth herein.

27          71. Pursuant to Labor Code §§ 200, 218.5, 227.3, 1182.12, 1194, 1197,  
28 1197.1, and 1198, it is unlawful for a California employer to suffer or permit an

1 employee to work without paying wages for all hours worked, as required by the  
2 applicable IWC Wage Order and, where applicable on public works projects,  
3 prevailing wage laws.

4 72. During all times relevant, Defendants were required to pay Plaintiff and  
5 other Aggrieved Employees their respective hourly rate for all hours worked and/or  
6 minimum wages and/or prevailing wages per state law or applicable local law.

7 73. During all times relevant, at least one of the IWC Wage Orders applied  
8 to Plaintiff's employment with Defendants.

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

12 75. Under state and, where appropriate, local law, every employer must pay  
13 each nonexempt employee minimum wages. *See, e.g.*, Los Angeles County Minimum  
14 Wage Ordinance; San Diego Minimum Wage Ordinance, etc.

15 76. Labor Code § 1194 subdivision (a) permits an action to recover wages  
16 because of the payment of a wage less than the minimum wage "applicable to the  
17 employee" including attorneys' fees, costs, and interest.

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

22 78. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
23 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
24 period for the initial violation and two hundred (\$200.00) for each aggrieved  
25 employee per pay period for each subsequent violation in which Defendants violated  
26 the minimum wage and/or regular wage provisions of the Labor Code, including but  
27 not limited to §§ 200, 216, 218, 218.5, 227.3, 558, 1182.12, 1194, 1197, 1197.1,  
28 1194.2, and 1198 the exact amount of the applicable penalty is all in an amount to be

1 shown according to proof at trial.

2 79. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff and Aggrieved  
3 Employees seek to recover from Defendants, and each of them, penalties, attorneys'  
4 fees, and costs incurred herein all in an amount to be shown according to proof at  
5 trial.

6 **SECOND CAUSE OF ACTION**

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

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

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

10 **in Violation of California Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198,**

11 **and the Applicable IWC Wage Order**

12 (Against all Defendants)

13 80. Plaintiff realleges and incorporates by reference the foregoing allegations  
14 as though set forth herein.

15 81. California law requires an employer to pay each employee for the actual  
16 hours worked. *See* Cal. Labor Code § 200.

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

19 83. 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 84. 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 85. 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.

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

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

88. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, 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 Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

89. Pursuant to Labor Code § 2699, *et seq.*, Plaintiff seeks to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein all in an amount to be shown according to proof at trial.

### THIRD CAUSE OF ACTION

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

90. Plaintiff realleges and incorporates by reference the foregoing allegations as though set forth herein.

91. Pursuant to Labor Code § 201, “If an employer discharges an employee,

1 the wages earned and unpaid at the time of discharge are due and payable  
2 immediately.”

3 92. Pursuant to Labor Code § 202, “If an employee not having a written  
4 contract for a definite period quits his or her employment, his or her wages shall  
5 become due and payable not later than 72 hours thereafter, unless the employee has  
6 given 72 hours previous notice of his or her intention to quit, in which case the  
7 employee is entitled to his or her wages at the time of quitting.”

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

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

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

20 96. Defendants did not properly pay Plaintiff and potentially other  
21 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204  
22 and/or 204b and thereby Plaintiff seeks the remedies sought in this Complaint.

23 97. At all material times, Defendants and DOES 1 through 50 were and/or  
24 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved  
25 Employees’ employer, within the meaning of California Labor Code § 558, and, as  
26 such, are subject to penalties for each underpaid employee as set for in Labor Code §  
27 558.

28 98. Plaintiff seeks to recover penalties pursuant to the PAGA from the

1 Defendants for any violations of the foregoing Labor laws during the proposed PAGA  
2 Period.

3 99. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
4 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
5 period for the initial violation and two hundred (\$200.00) for each aggrieved  
6 employee per pay period for each subsequent violation in which Defendants violated  
7 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

8 100. Plaintiff seeks all waiting time penalties, interest, attorneys' fees, costs,  
9 damages, and other remedies pursuant to the PAGA in an amount to be proven at  
10 trial.

11 **FOURTH CAUSE OF ACTION**

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

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

14 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**  
15 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

16 (Against all Defendants)

17 101. Plaintiff realleges and incorporates by reference the foregoing allegations  
18 as though set forth herein.

19 102. Plaintiff seeks to recover penalties pursuant to the PAGA from the  
20 Defendants for any violations of Labor Code §§ 226.7, 512, and 1198 during the  
21 proposed PAGA Period.

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

28 104. Wherefore, Plaintiff requests all remedies available to him and to the



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

3 **FIFTH CAUSE OF ACTION**

4 **Individual and Representative Claim for PAGA Penalties**  
5 **Under California Labor Code §§ 2698, 2699, *et seq.* for**  
6 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**  
7 **and the applicable IWC Wage Order**

8 (Against all Defendants)

9 105. Plaintiff realleges and incorporates by reference the foregoing allegations  
10 as though set forth herein.

11 106. Plaintiff alleges that Labor Code § 226 subdivision (a) requires, in  
12 pertinent part, that every employer shall, “semimonthly or at the time of each  
13 payment of wages, shall furnish to his or her employees, either as a detachable part of  
14 the check, draft, or voucher paying the employee's wages, or separately if wages are  
15 paid by personal check or cash, an accurate itemized statement in writing showing (1)  
16 gross wages earned, (2) total hours worked by the employee. . . (3) the number of  
17 piece-rate units earned and any applicable piece rate if the employee is paid on a  
18 piece-rate basis, (4) all deductions, provided that all deductions made on written  
19 orders of the employee may be aggregated and shown as one item, (5) net wages  
20 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
21 name of the employee and only the last four digits of his or her social security  
22 number..., (8) the name and address of the legal entity that is the employer. . . , and  
23 (9) all applicable hourly rates in effect during the pay period and the corresponding  
24 number of hours worked at each hourly rate by the employee and, beginning July 1,  
25 2013, if the employer is a temporary services employer as defined in Section 201.3,  
26 the rate of pay and the total hours worked for each temporary services assignment. . .”  
27 Labor Code § 226 subdivision (a).

28 107. Plaintiff seeks to recover penalties pursuant to the PAGA from the

1 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during  
2 the proposed PAGA Period.

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

9 109. Pursuant to Labor Code § 2699, Plaintiff and Aggrieved Employees  
10 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and  
11 costs incurred herein under §§ 226, 226.3, and 226.6 all in an amount to be shown  
12 according to proof at trial.

### 13 **SIXTH CAUSE OF ACTION**

#### 14 **Individual and Representative Claim for PAGA Penalties** 15 **For Failure to Provide and Maintain Required Records in Violation of** 16 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

17 (Against All Defendants)

18 110. Plaintiff realleges and incorporates by reference the foregoing  
19 allegations as though set forth herein.

20 111. Labor Code § 226, subdivision (b), requires employers doing business in  
21 the State of California to “afford current and former employees the right to inspect or  
22 copy records pertaining to their employment, upon a reasonable request to the  
23 employer...” and subdivision (c), requires employers to produce such records within  
24 “21 calendar days from the date of the request.”

25 112. Plaintiff maintains the records requested fall within the meaning of  
26 Labor Code § 226 because, among other reasons, the requested documents are  
27 “records pertaining to [Plaintiff’s] employment.”

28 113. California Labor Code § 432, subdivision (b), requires employers doing

1 business in the State of California to provide current, former employees, and  
2 applicants copies of all written instruments they sign upon request.

3 114. Plaintiff maintains the records requested fall within the meaning of  
4 Labor Code § 432 because some of the records requested constitute written  
5 instruments the Plaintiff signed.

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

10 116. Plaintiff maintains the records requested fall within the meaning of  
11 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff's  
12 personnel file within the meaning of Labor Code § 1198.5.

13 117. As it pertains to "records," § 7 of Wage Order 4, in relevant part,  
14 provides:

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

17 \*\*\*

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

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

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

Wage Order 4, § 7 (emphasis added).

118. Plaintiff seeks to recover penalties pursuant to the PAGA from the  
Defendants for any violations of Labor Code §§ 226, 432, 1174, 1198, and 1198.5 for

1 failing to maintain certain records which employers are required to maintain,  
2 including but not limited to, an accurate record indicating the number of hours  
3 worked by the Plaintiff.

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

10 120. For the reasons alleged herein, Plaintiff seeks all available remedies  
11 pursuant to the PAGA all in an amount to be shown according to proof at trial.

12 **SEVENTH CAUSE OF ACTION**

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

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

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

17 (Against all Defendants)

18 121. Plaintiff realleges and incorporates by reference the foregoing allegations  
19 as though set forth herein.

20 122. California Labor Code § 2802 requires employers to indemnify their  
21 employees for expenses and losses incurred while discharging their duties or  
22 obedience to the directions of their employer.

23 123. California Labor Code § 2804 prohibits waiver of this statutory right.

24 124. Based on the misconduct alleged herein, Plaintiff seeks to recover  
25 penalties pursuant to the PAGA from the Defendants for any violations of Labor  
26 Code § 2802 for failing to reimburse employees for work-related expenses.

27 125. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a  
28 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period

1 for the initial violation and two hundred (\$200.00) for each aggrieved employee per  
2 pay period for each subsequent violation in which all culpable Defendants violated  
3 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount  
4 of the applicable penalty is all in an amount to be shown according to proof at trial.

5 126. For the reasons alleged herein, Plaintiff seek all available remedies  
6 pursuant to the PAGA all in an amount to be shown according to proof at trial.

### 7 **EIGHTH CAUSE OF ACTION**

#### 8 **Individual and Representative Claim for Civil Penalties Under the PAGA for** 9 **Violations of Labor Code §§ 246-247.5 and** 10 **Municipal Paid Sick Leave Ordinances**

11 127. Plaintiff realleges and incorporates by reference the foregoing allegations  
12 as though set forth herein.

13 128. Under Labor Code § 247.5, “An employer shall keep for at least three  
14 years records documenting the hours worked and paid sick days accrued and used by  
15 an employee, and shall allow the Labor Commissioner to access these records  
16 pursuant to the requirements set forth in Section 1174.”

17 129. Further, Labor Code § 247.5, subdivision (a), requires employers doing  
18 business in the State of California to make sick pay records “available to an employee  
19 in the same manner as described in Section 226.”

20 130. Plaintiff is informed and believes, and based thereon alleges, that  
21 Defendants did not pay sick leave to Aggrieved Employees in violation of California  
22 law.

23 131. Defendants, for example, failed to provide paid sick leave in compliance  
24 with California law.

25 132. Further, Defendants failed to “keep ... records documenting the hours  
26 worked and paid sick days accrued and used by ...” the Plaintiff in violation of Labor  
27 Code § 247.5.

28 133. Alternatively, Defendants failed to make sick pay records available to

1 the Plaintiff in violation of Labor Code § 247.5.

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

16 135. The PAGA imposes upon Defendants, and each of them, civil penalties  
17 for violating Labor Code §§ 246-247.5.

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

20 137. 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, who violated or caused to be  
23 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision  
24 regulating hours and days of work in any Order of the Industrial Welfare Commission  
25 and, as such, are subject to penalties for each underpaid employee as set for in Labor  
26 Code § 558.

27 138. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil  
28 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for

1 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved  
2 employee for subsequent violations for all Labor Code provisions for which a civil  
3 penalty is not specifically provided.

4 139. Wherefore, pursuant to Labor Code § 2699, Plaintiff on behalf of the  
5 State of California and Aggrieved Employees seeks to recover from Defendants, and  
6 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be  
7 determined at trial.

### 8 **NINTH CAUSE OF ACTION**

#### 9 **Failure to Comply with the California Investigative** 10 **Consumer Reporting Agencies Act (Civ. Code, § 1786, *et seq.*)**

11 (Against All Defendants)

12 140. Plaintiff realleges and incorporates by reference the foregoing  
13 allegations, as if fully set forth herein.

14 141. During all times relevant, California law including, but not limited to  
15 California Civil Code § 1786.16(b)(1), was in effect, which provides, "If the  
16 consumer wishes to receive a copy of" any report that is prepared "the recipient of the  
17 report shall send a copy of the report to the consumer within three business days..."

18 142. Following Plaintiff's employment, Plaintiff, through counsel, requested  
19 to obtain a copy of the investigative consumer report Defendants procured on the  
20 Plaintiff.

21 143. At the behest of Defendants, a third-party investigative consumer  
22 reporting agency (CRA) prepared an investigative consumer report concerning the  
23 Plaintiff and provided it to Defendants.

24 144. Based on the foregoing and on at least two different times, Plaintiff  
25 requested that Defendants provide Plaintiff copies of any investigative consumer  
26 reports Defendants had procured on the Plaintiff.

27 145. Notwithstanding these requests, Defendants did not provide the  
28 requested records in a timely manner in violation of § 1786.16(b)(1) of the ICRAA.

1           146. Plaintiff is informed and believes and based thereon alleges that  
2 Defendants also failed to comply with various aspects of the ICRAA in a manner to  
3 be proven at trial.

4           147. For example, the ICRAA requires that before procuring a consumer  
5 report on an individual for employment purposes, the employer must comply with all  
6 aspects of Civ. Code § 1786, *et seq.*

7           148. The ICRAA requires that the employer must comply with all the  
8 following:

9                   The person procuring or causing the request to be made shall  
10                   certify to the investigative consumer reporting agency that the  
11                   person **has made** the applicable disclosures to the consumer  
12                   required by this subdivision and that the person will comply  
13                   with subdivision (b).

13 Civ. Code §1786.16(a)(4) (emphasis added).

14           149. Plaintiff is informed and believes and alleges that Defendants breached  
15 their obligation under Civ. Code § 1786.16(a)(4) of the ICRAA because this  
16 obligation required Defendants to provide a lawful certification to the consumer  
17 reporting agency (CRA) that procured the Plaintiff's investigation consumer report  
18 after Defendants had provided a disclosure form to the Plaintiff and received  
19 Plaintiff's authorization, but before the CRA furnished Defendants with Plaintiff's  
20 consumer report.

21           150. Simply put, instead of complying with the timing requirements of Civ.  
22 Code § 1786.16(a)(4), Plaintiff believes that Defendants unlawfully gave the CRA a  
23 blanket certification. *Ibid.* (emphasis added); *see also Sarmad Syed v. M-I LLC*, 2014  
24 U.S. Dist. LEXIS 150748 at \*9 (E.D. Cal., Oct. 22, 2014) (holding blanket  
25 certifications are unlawful); *Robles v. Ampam Parks Mech., Inc.*, 2015 U.S. Dist.  
26 LEXIS 56402, at \*9-10 (C.D. Cal. Apr. 28, 2015, No. EDCV 14-02362-VAP (SPx)  
27 (same); *Mix v. Asurion Ins. Servs.*, 2016 U.S. Dist. LEXIS 172874, \*3 (D. Ariz. Dec.  
28



1 14, 2016).

2 151. Moreover, the ICRAA requires that the employer must comply with  
3 all the following:

4  
5 (A) The person procuring or causing the report to be made  
6 has a permissible purpose, as defined in Civ. Code §  
7 1786.12.

8 (B) The person procuring or causing the report to be made  
9 provides a clear and conspicuous disclosure in writing to the  
10 consumer at any time before the report is procured or caused  
11 to be made in a document that consists solely of the  
12 disclosure, that:

13 (i) An investigative consumer report may be obtained.

14 (ii) The permissible purpose of the report is identified.

15 (iii) The disclosure may include information on the  
16 consumer's character, general reputation, personal  
17 characteristics, and mode of living.

18 (iv) Identifies the name, address, and telephone number of the  
19 investigative consumer reporting agency conducting the  
20 investigation.

21 (v) Notifies the consumer in writing of the nature and scope  
22 of the investigation requested, including a summary of the  
23 provisions of Civ. Code § 1786.22.

24 (vi) Notifies the consumer of the Internet Web site address of  
25 the investigative consumer reporting agency identified in clause  
26 (v), or, if the agency has no Internet Web site address, the  
27 telephone number of the agency, where the consumer may find  
28 information about the investigative reporting agency's privacy  
practices, including whether the consumer's personal  
information will be sent outside the United States or its  
territories and information that complies with subdivision (d) of  
Civ. Code § 1786.20. This clause shall become operative on  
January 1, 2012.

Civ. Code § 1786.16, subd. (a)(2)(B).

152. Plaintiff believes Defendants' purported permission to conduct the  
foregoing investigative consumer report was based, in part, on what appears to be a  
two-page disclosure form Defendants required Plaintiff to sign, a true and correct

1 copy of which is attached as **Exhibit 1** and incorporated herein by reference.

2 153. Plaintiff maintains the foregoing disclosure form violates California law  
3 because (1) the disclosure form was presented not as a single document as required  
4 under the statute, but as part of a multipage document (Civ. Code §  
5 1786.16(a)(2)(B)), (2) the disclosure included irrelevant extraneous references  
6 prohibited by law, such as “OTHER STATE LAW NOTICES,” and references to  
7 “New York,” “Minnesota,” “Washington,” to name a few additional irrelevant state  
8 law disclosures (Civ. Code § 1786.16(a)(2)(B)), (3) the disclosure is mislabeled as a  
9 “notice” when lawfully it should have been labeled a “disclosure” (unclear in  
10 violation of § 1786.16(a)(3)), (4) the disclosure is overbroad because it includes  
11 “medical or disability information” the ICRAA’s certification requirements (Civ.  
12 Code § 1786.16(a)(4)), and (5) the disclosure form violates the standalone  
13 requirements of the ICRAA because it contains hyperlinks, among other reasons. See  
14 *Gilberg v. Cal. Check Cashing Stores, LLC*, 913 F.3d 1169, 1175–77 (9th Cir. 2019)  
15 (Under controlling Ninth Circuit authority, a background check disclosure violates  
16 ICRAA where it includes any extraneous information, including other state law  
17 notices, because the statute requires a document that “consists solely of the  
18 disclosure.”); *Syed v. M-I, LLC*, 853 F.3d 492, 499–500 (9th Cir. 2017) (held “the  
19 statute unambiguously requires a document that ‘consists solely of the disclosure.’”)

20 154. Plaintiff suffered anger, frustration, anxiety, and stress, among other  
21 harms, as a result of Defendants’ refusal to provide the requested report in a timely  
22 manner, all in an amount to be proven at trial.

23 155. Plaintiff maintains Defendants’ failure to comply with the ICRAA here  
24 constitutes a violation of Plaintiff’s right to privacy because Plaintiff has the lawful  
25 right to obtain timely access to the foregoing records. *Miletak v. Hireright, LLC*, 2019  
26 Cal. Super. LEXIS 358, \*5-6 (“the plain language of the statute imposes liability only  
27 upon the recipient of the report/person who requested the investigative consumer  
28 report[,]” i.e., the employer).

156. With respect to each of the aforementioned violations of the ICRAA provisions and pursuant to Civ. Code § 1786.50(a)(1), Plaintiff seeks to recover the higher of statutory damages of an amount not less than \$10,000 for each violation or actual damages in an amount to be proven at trial due to Defendants' failure to comply with the requirements imposed by the ICRAA, all in an amount to be proven at trial. *Poinsignon v. Imperva, Inc.*, 2018 U.S. Dist. LEXIS 60161, Case No. 17-cv-05653-EMC \*10 (N.D. Cal. 2018) ("ICRAA provides that a Defendant is liable to a consumer for '[a]ny actual damages sustained by the consumer as a result of the [Defendant's] failure or, except in the case of class actions, ten thousand dollars (\$10,000), whichever sum is greater.' Cal. Civ Code § 1786.50(a)(1). Plaintiff does not claim actual damages. An individual Plaintiff who has not incurred any actual damages may still recover \$10,000 in statutory damages.")

157. Plaintiff seeks punitive damages for Defendants' willful violations in an amount the Court may determine.

158. Plaintiff seeks the recovery of costs of suit with reasonable attorneys' fees, as determined by the Court.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. That Defendants be found liable to the Plaintiff and Aggrieved Employees;

2. For all remedies available to the Plaintiff and Aggrieved Employees under the applicable provisions of the Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.* including an award of attorneys' fees, costs, interest, liquidated damages, damages, penalties, and injunctive relief according to proof and to the extent permitted by law;

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

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

5           5.     For damages including but not limited to exemplary damages, in an  
6 amount to be proven at trial; and

7           6.     For any other relief the Court may deem just, proper, and equitable.

8 Dated: April 3, 2026

9 Law Office of Thomas D.  
Rutledge

10 By: /s/Thomas D. Rutledge  
11 Thomas D. Rutledge  
12 Attorney for the Plaintiff  
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I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

# PLAINTIFF'S FIRST AMENDED COMPLAINT

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

Executed April 3, 2026, at San Diego, California.

/s/THOMAS D. RUTLEDGE  
THOMAS D. RUTLEDGE

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