

**RECEIVED**

VENTURA SUPERIOR COURT

11/3/23

Max R. Engelhardt (SBN 310968)  
FERGUSON CASE ORR PATERSON LLP  
1050 S. Kimball Road  
Ventura, California 93004  
Telephone: (805) 659-6800  
Facsimile: (805) 659-6818  
Email: mengelhardt@fcoplaw.com

*Attorneys for Plaintiff Michael J. Gonzales*

Aris E. Karakalos (SBN 240802)  
KARAKALOS LAW APC  
2674 E. Main Street, Suite E120  
Ventura, California 93001  
Telephone: (805) 293-7776  
Email: aris@karakaloslaw.com

*Attorneys for Plaintiff Michael J. Gonzales*



**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**COUNTY OF VENTURA**

MICHAEL J. GONZALES, an individual  
on behalf of the State of California,

Plaintiff,

v.

CHARTER COMMUNICATIONS, LLC, a  
Delaware limited liability corporation; and  
DOES 1 through 50,

Defendants.

Case No. 2023CUOE016194

**COMPLAINT FOR VIOLATIONS OF THE  
PRIVATE ATTORNEYS GENERAL ACT  
OF 2004, LABOR CODE SECTIONS 2698  
ET SEQ. ("PAGA")**

Plaintiff MICHAEL J. GONZALES ("Plaintiff"), brings this action in his representative capacity on behalf the State of California against Defendant CHARTER COMMUNICATIONS, LLC ("Charter"), and alleges upon personal belief as to himself and his own acts, and as for all other matters, upon information and belief, and based upon the investigation made by their counsel, as follows:

## I. INTRODUCTION

1. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”) on behalf of the State of California. As further set forth herein, Plaintiff seeks civil penalties on behalf of all of Charter’s current and former non-exempt employees employed in California who suffered one or more Labor Code violations enumerated in Labor Code §§ 2699.5.

2. Plaintiff is informed and believes, and thereon alleges, that Charter decreased its employment-related costs by systematically violating California wage and hour laws.

3. Charter’s systematic pattern of wage and hour and IWC Wage Order violations toward Plaintiff and other aggrieved employees in California include, *inter alia*:

- a) Failure to pay employees for pre-shift work; specifically, off-the-clock time spent logging into Charter’s systems to obtain the geographic locations of the first job assignments;
- b) Failure to pay all minimum, regular and overtime wages;
- c) Failure to maintain true and accurate records;
- d) Failure to provide accurate itemized wage statements; and
- e) Failure to timely pay wages due during, and upon termination of employment.

4. Plaintiff seeks all civil penalties permitted pursuant to California Labor Code §§ 2699, *et seq.*

5. Plaintiff reserves the right to name additional representatives throughout the State of California.

## II. PARTIES

6. Charter is a Delaware limited liability company with a principal place of business in St. Louis, Missouri. Charter is a provider of cable, internet, and telecommunications products and services in the state of California.

7. Plaintiff resides in Ventura County, California. At all times relevant, Plaintiff was employed by Charter as a non-exempt, hourly employee. Plaintiff’s position at Charter was “Maintenance Technician” (“Maintenance Tech”). At all times relevant, Charter had a company

vehicle “take home” policy, pursuant to which Plaintiff would take his assigned company work vehicle (“Company Vehicle”) home with him at the conclusion of his work shift, and then drive the Company Vehicle directly to the first job location where he commenced his next regularly-scheduled work shift.

8. Plaintiff brings this action in his representative capacity on behalf of the State of California and seeks civil penalties on behalf of all of Charter’s current and former non-exempt employees employed in California, including all aggrieved Maintenance Techs and all aggrieved “Field Technicians” (“Field Techs”) who: (1) worked for Charter between July 28, 2022 and the present (“PAGA Period”); and (2) took a Company Vehicle home with them at the conclusion of their work shifts and suffered one or more Labor Code violations described herein and enumerated in Labor Code §§ 2698 *et seq.*, (hereinafter “Aggrieved Employees”).

9. Plaintiff is an “Aggrieved Employee” within the meaning of Labor Code § 2699(c) because he was employed by Charter during the PAGA Period, he took a Company Vehicle home with him at the conclusion of his work shift, and he suffered one or more of the alleged Labor Code violations committed by Charter.

10. Plaintiff and all other Aggrieved Employees are, and at all relevant times were, employees of Charter, within the meanings set forth in the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

11. Each of the fictitiously named defendants participated in the acts alleged in this Complaint. The true names and capacities of the defendants named as DOES 1 through 50, inclusive, are presently unknown to Plaintiff. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts alleged in this Complaint.

12. Charter, including DOES 1 through 50 (hereinafter collectively “Defendants”), were Plaintiff’s employers or persons acting on behalf of Plaintiff’s employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any order of the

1 Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid  
2 employee, as set forth in Labor Code § 558, at all relevant times.

3 13. Defendants were Plaintiff’s employers or persons acting on behalf of Plaintiff’s  
4 employer either individually or as an officer, agent, or employee of another person, within the  
5 meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage  
6 less than the minimum fixed by California state law, and as such, are subject to civil penalties for  
7 each underpaid employee.

8 **III. JURISDICTION AND VENUE**

9 14. This Court has jurisdiction over this action pursuant to California Code of Civil  
10 Procedure, Section 410.10. This Court has jurisdiction over Plaintiff’s claims for civil penalties  
11 under the Private Attorney General Act of 2004, California Labor Code §§ 2698, *et seq.*

12 15. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections  
13 395 and 395.5, because Plaintiff worked in this County for Charter, resides in this County, and  
14 Charter: (i) currently maintains and at all relevant times maintained offices and facilities in this  
15 County and/or conducts substantial business in this County; and (ii) committed the wrongful conduct  
16 herein alleged in this County against the Aggrieved Employees.

17 **IV. FACTS**

18 16. Plaintiff, who as of October 17, 2023 is a former employee of Charter, worked full-  
19 time for Charter as a Maintenance Tech during the PAGA Period. Maintenance Techs are, among  
20 other things, responsible for responding to emergency outages in Charter’s cable, internet, and  
21 telecommunication services infrastructure. Field Techs that work for Charter are technicians that  
22 perform on-site installation, troubleshooting, and repair services for Charter’s residential and  
23 commercial customers.

24 17. Maintenance Techs and Field Techs worked “in the field” traveling to varying job  
25 locations to perform their technician work. Given the mobile nature of their work, Charter assigned  
26 and provided a company work vehicle (“Company Vehicle”) to Plaintiff and each of the other  
27 Aggrieved Employees.

28 18. Plaintiff and the aggrieved employees all did work prior to the start of their shift

FERGUSON CASE ORR PATERSON LLP  
1050 South Kimball Road  
Ventura, California 93004

2801 Townsgate Road, Suite 215  
Westlake Village, California 91361

1 without being compensated therefor. Specifically, before they clocked in for their work shift,  
2 Charter required Plaintiff and the other Aggrieved Employees to turn on their company phones and  
3 log into Charter’s routing software programs to obtain the geographic location and route directions,  
4 if necessary, to their first job assignment (the “off-the-clock work”).

5 19. Despite requiring the off-the-clock work and knowing that it was being performed,  
6 Charter failed to compensate Plaintiff and the other Aggrieved Employees for the off-the-clock work.  
7 The uncompensated off-the-clock work generally took approximately 30 seconds to 1 minute to  
8 perform each time. The off-the-clock work was sometimes work in excess of 8 hours per day and/or  
9 40 hours per week. Further, Charter failed to include, itemize, and account for the off-the-clock  
10 work in the wage statements that it issued to Plaintiff and the other Aggrieved Employees, and  
11 further, Charter failed to pay the wages that Plaintiff and the other Aggrieved Employees earned for  
12 performing this off-the-clock work upon termination of their employment.

13  
14 **FIRST CAUSE OF ACTION**  
15 **FOR CIVIL PENALTIES UNDER THE**  
16 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**  
17 **(Cal. Lab. Code §§ 2699, *et seq.*)**

18 20. Plaintiff incorporates by reference and re-alleges the allegations contained in the  
19 preceding and foregoing paragraphs as if fully set forth herein.

20 21. Under PAGA, an “aggrieved employee” may bring a civil action on behalf of other  
21 current or former employees to recover civil penalties for Labor Code violations. Cal. Lab. Code, §  
22 2699, subd. (a); *Arias v. Superior Court*, 46 Cal. 4th 969, 980-81 (2009).

23 22. Plaintiff seeks civil penalties under PAGA for Charter’s violations of the following  
24 California Labor Code provisions: section 1197 (failure to pay minimum wage); section 510 (failure  
25 to pay overtime wages); section 201 (failure to timely pay all final wages at employee’s termination);  
26 202 (failure to timely pay all final wages with 72 hours of employee’s resignation); section 203  
27 (willful failure to comply with sections 201 and 202); section 204 (failure to pay all wages earned  
28 for work performed each pay period); and section 226 (failure to provide accurate itemized wage  
statements). For these violations of the Labor Code, Plaintiff seeks either the corresponding civil

penalty (e.g., a penalty under California Labor Code section 226.3 for the failure to comply with California Labor Code section 226 and penalties under California Labor Code section 558 for Charter's failure to comply with California Labor Code section 510, or the default civil penalty established by PAGA itself in Labor Code section 2699(f).

23. Plaintiff is entitled to recover civil penalties on behalf of other "aggrieved employees," i.e., persons who are or were employed by the alleged violator and against whom one or more of the alleged violations was committed. Plaintiff is therefore pursuing civil penalties for violations of the California Labor Code sections set forth herein on behalf of the "aggrieved employees"; specifically, Maintenance Techs and Field Techs at Charter who performed the required off-the-clock work.

24. One or more of the alleged violations set forth herein was committed against Plaintiff, and Plaintiff is therefore an "aggrieved employee" under California Labor Code section 2699(c).

25. California Labor Code section 200 defines "wages" as including all amounts for labor performed by employers of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

26. California Labor Code section 1197 requires employers in California to pay minimum wages to employees for all hours worked. Charter failed to pay minimum wages to the Aggrieved Employees for the off-the-clock work. Plaintiff seeks civil penalties on behalf of all of said Aggrieved Employees.

27. California Labor Code section 510 and IWC Wage Order 16-2001, section 3(A), provide that an employer shall pay overtime premium wages to nonexempt employees who work over eight hours in a workday or over 40 hours in a workweek and double-time premium wages to those nonexempt employees who work over twelve hours in a workday. Charter violated Labor Code section 510 and section 3(A) of IWC Wage Order 4-2001 by not paying overtime and double-time premium wages to Aggrieved Employees who worked over eight hours in a day. California Labor Code section 558 provides for civil penalties against an employer who violates sections 510. Plaintiff seeks penalties against Charter on behalf of all of said Aggrieved Employees.

28. California Labor Code section 201 requires immediate payment of all wages owed at

the termination of employment. At least some of the Aggrieved Employees were Charter's employees in California and have been terminated and have not received all wages owed at their termination. Plaintiff seeks civil penalties on behalf of all said Aggrieved Employees under California Labor Code section 256.

29. California Labor Code section 202 requires payment of all wages owed within 72 hours of the resignation of an employee, unless the employee gives more than 72-hours' notice, in which case wages are owed at the employee's resignation. At least some of the Aggrieved Employees have been Charter's employees in California and they have resigned and have not timely received all wages owed after their resignation. Plaintiff seeks civil penalties on behalf of all of said Aggrieved Employees under California Labor Code section 256.

30. California Labor Code section 203 establishes a statutory penalty for willful violations of Labor Code sections 201 or 202. There has been a willful violation of Labor Code sections 201 and 202 because Charter's failure to pay for the off-the-clock work was not accidental or an oversight, and Charter cannot hide behind any claim of ignorance of California's wage and hour laws. Further evidence of Charter's willful disregard of the requirements of Labor Code sections 201 and 202 is likely to be adduced at trial. Plaintiff seeks civil penalties on behalf of all of Aggrieved Employees.

31. California Labor Code section 204 makes wages due no less frequently than twice a month for non-exempt employees for work performed each pay period. Charter violated section 204 by not paying the Aggrieved Employees all wages due for work performed in each pay period. Plaintiff seeks civil penalties on behalf of all Aggrieved Employees under California Labor Code section 210.

32. California Labor Code section 226, subdivision (a), requires a California employer to include specific information on an employee's paycheck stub. As alleged hereinabove, Charter failed to provide accurate wage statements to Plaintiff and the other Aggrieved Employees because the relevant wage statements omitted the off-the-clock work. California Labor Code section 226.3 sets forth civil penalties for violation of section 226, subdivision (a). Plaintiff seeks civil penalties on behalf of all of Aggrieved Employees.

33. California Labor Code section 1174(d) requires an employer to keep, “at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.” Plaintiff seeks penalties against Charter seeks civil penalties on behalf of all Aggrieved Employees for violations of sections 1174(d), 1174.5 and 2810.5.

34. Plaintiff also seeks any civil penalties allowable under the Labor Code that arise out of the same set of operative facts as the claims made in this Complaint or any other iteration thereof.

35. Plaintiff has fully complied with the statutory requirements of California Labor Code section 2699.3 by providing notice through an online submission dated July 28, 2023 to the PAGA Administrator for the California Labor and Workforce Development Agency informing of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

36. Plaintiff also submitted the letter via certified mail to the Department of Industrial Relations, Accounting Unit in San Francisco. Plaintiff also served the letter on Charter’s agent for service of process in California, sent the letter via certified mail to Charter at its principal place of business and its place of incorporation.

37. Over 65 days have passed since Plaintiff gave notice as required by section 2699.3 (October 1, 2023 being the 65th day) and Plaintiff has not received correspondence from the Labor and Workforce Development Agency indicating that it intends to investigate the alleged violations.

38. Charter has not taken any actions to “cure” the Labor Code violations pursuant to California Labor Code sections 2699 *et seq.* regardless of whether any attempts to cure would be considered valid.

39. By failing to properly pay and the current and past aggrieved employees for the off-the-clock work, Charter has violated numerous California Labor Code provisions, all as set forth

FERGUSON CASE ORR PATERSON LLP  
1050 South Kimball Road  
Ventura, California 93004

2801 Townsgate Road, Suite 215  
Westlake Village, California 91361

hereinabove. Civil penalties are therefore warranted.

**PRAYER FOR RELIEF**

**WHEREFORE** Plaintiff MICHAEL J. GONZALES, and on behalf of the State of California,  
prays for judgment against Defendant Charter Communications, LLC as follows:

1. For all civil penalties owed under PAGA, according to proof;
2. For attorney’s fees, costs, and interest as permitted under PAGA; and
3. For such further relief as the Court deems just and equitable.

Date: November 3, 2023

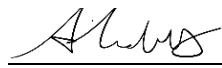
FERGUSON CASE ORR PATERSON LLP

By: 

Max R. Engelhardt  
Attorneys for Plaintiff MICHAEL J. GONZALES

Date: November 3, 2023

KARAKALOS LAW APC

By: 

Aris E. Karakalos  
Attorneys for Plaintiff MICHAEL J. GONZALES

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28