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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

WILLIAM JORDAN, individually and)
as the State of California's designated)
proxy under the Private Attorneys)
General Act (PAGA) and on behalf of)
others,)

Plaintiffs,

vs.

BOX, INC., a Delaware corporation;
and DOES 1 through 50,

Defendants.

Case No.: 37-2023-00041542-CU-OE-CTL

**INDIVIDUAL AND
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO
THE PAGA FOR:**

- 1. Failure to pay
minimum/regular wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Comply with Meal
Break Laws;**
- 4. Failure to Comply with Rest
Break Laws;**
- 5. Failure to Reimburse
Expenses;**
- 6. Failure to Provide Accurate
Wage Statements;**
- 7. Failure to Pay Wages Timely;**
- 8. Failure to Provide and
Maintain Records; and**
- 9. Violation of Various
Miscellaneous Provisions of the
Labor Code via the PAGA.**

1 Plaintiff WILLIAM JORDAN, in his capacity as the State of California's
2 designated proxy under the Private Attorneys General Act and on behalf of himself and
3 Aggrieved Employees (collectively the "Plaintiffs"), alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is an individual and representative action under the Private Attorneys
6 General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*

7 2. By this action, Plaintiffs seek only civil penalties on behalf of the named
8 Plaintiff and Aggrieved Employees for Defendants' violations of the California Labor
9 Code. (*Adolph v. Uber Technologies, Inc.* (Sup. Ct. 274671, Jul 17, 2023) 2023 Cal.
10 LEXIS 4099; *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Galarsa v.*
11 *Dolgen California, LLC* (2023) 88 Cal.App.5th 639; *Gregg v. Uber Technologies, Inc.*
12 (2023) 89 Cal.App.5th 786; *Million Seifu v. Lyft, Inc.* (2023) 89 Cal.App.5th 1129 ;
13 *Prostek v. Lincare Inc.* (E.D. Cal. March 21, 2023) 2023 U.S. Dist. LEXIS 48155.)

14 **JURISDICTION AND VENUE**

15 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter
16 jurisdiction is proper in the Superior Court of California, State of California because
17 Plaintiffs allege claims arising under California law.

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

21 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is
22 proper in the Superior Court of California for the County of San Diego because
23 Defendant is a Delaware corporation doing business in California and which entity
24 does not maintain any records with the California Secretary of State. (*Easton v.*
25 *Superior Court* (1970) 12 Cal.App.3d 243, 246 ["A foreign corporation may invoke
26 the constitutional venue provisions in the same manner as a domestic corporation,
27 provided the foreign corporation establishes it has qualified to do business in
28 California under [Corp. Code § 2105]."])

THE PARTIES

6. The State of California is the real party in interest in a PAGA action. (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81 [the “government entity on whose behalf the plaintiff files suit is always the real party in interest.”].)

7. Plaintiff WILLIAM JORDAN is an individual residing in California.

8. Defendant BOX, INC. is a Delaware corporation doing business in the State of California.

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 Plaintiffs at this time. Plaintiffs therefore sues said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when their names are ascertained. Plaintiffs are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs 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 "DEFENDANT EMPLOYER" and/or "Defendants."

11. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter ego for each of the other Defendants and each were co-conspirators 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. Plaintiffs are informed and believe, and based thereon allege, that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

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

14. 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.

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

16. 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 of the Defendants liable for the wage and hour violations alleged herein.

GENERAL ALLEGATIONS

23 17. Defendants are in the technology business.

24 18. From about July 8, 2019 to the present, Defendants employed the named
25 Plaintiff to work from home.

19. The named Plaintiff is an “aggrieved employee” because Defendants employed Plaintiff in California and Plaintiff experienced one or more of the alleged Labor Code violations committed against the Plaintiff, and therefore the named

1 Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all
2 violations committed against the Represented Employees, who are also aggrieved
3 employees as defined by Labor Code § 2699(c).

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

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

9 **Failure to Provide Payroll Records and Plaintiff's Personnel File.**

10 22. On July 13, 2023, Plaintiff, via counsel, sent a letter to DEFENDANT
11 EMPLOYER requesting access to Plaintiff's payroll records and employee personnel
12 file.

13 23. On August 1, 2023, DEFENDANT EMPLOYER, via counsel, responded
14 to the foregoing letter via email providing only some of Plaintiff's records.

15 24. On August 22, 2023, Plaintiff, via counsel, sent correspondence to
16 DEFENDANT EMPLOYER indicating the employee personnel file production was
17 incomplete and instructing DEFENDANT EMPLOYER to provide the
18 background/credit reports Defendant procured, the consent form the named Plaintiff
19 signed to permit his employer to procure the report(s), the disclosure form he likewise
20 presumably signed vis-a-vis the background check, employee handbooks the named
21 Plaintiff signed for, W-2s, and other contents of his employee file including but not
22 limited to internal complaints the named Plaintiff made to management.

23 25. On August 28, 2023, DEFENDANT EMPLOYER, via counsel,
24 responded to the foregoing letter via email providing only some of Plaintiff's records,
25 but refused to provide copies of Plaintiff's W-2s and employee handbooks despite
26 case law requiring their production. *See Iljas v. Ripley Entm't Inc.*, 403 F. Supp. 3d
27 793, **19-20 (N.D. Cal. 2019) (held summary judgement granted to former plaintiff-
28 employee for claims via LC 226 and 1198.5 for failure to payroll records); *Harper v.*

1 *Charter Communs., LLC*, 2021 U.S. Dist. LEXIS 28747, *61-62 (E.D. Cal. 2021)
2 (court denied defendant's MSJ where plaintiff-employee showed evidence that
3 defendant-employer failed to timely provide all wage statements, corrective action
4 reports, letters related to their termination, and commission plan documents, and
5 receipts in its production); *County v. Cedars-Sinai Med. Ctr.*, 2020 Cal. Super. LEXIS
6 52468, *5 (court denied defendant's demurrer to plaintiff's LC 226 claim that
7 defendant failed to produce time records and employee handbooks).

8 26. Accordingly, DEFENDANT EMPLOYER failed to timely produce
9 Plaintiff's personnel file and payroll records.

10 **Minimum Wage/Regular Wage claims.**

11 27. From at least one year before the filing of this action and continuing to
12 the present, and pursuant to company policy and/or practice and/or direction, Plaintiffs
13 are informed and believe, and therefore allege, that Defendants employed failed to pay
14 Aggrieved Employees all wages, e.g., overtime, minimum wages, etc., as required by
15 law.

16 28. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
17 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
18 (2018) 23 Cal.App.5th 745.

19 **Meal and Rest Break Claims.**

20 29. From at least one year before the filing of this action and continuing to the
21 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
22 informed and believe and based thereupon allege that Defendants deprived Aggrieved
23 Employees and other nonexempt employees from taking lawful meal and rest periods
24 and did not pay and refused to pay premium pay to workers.

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

28

1 **Failure to Reimburse.**

2 31. From at least one year before the filing of this action and continuing to the
3 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
4 informed and believe and based thereupon allege that Defendants failed to reimburse
5 its Aggrieved Employees for work related expenses.

6 32. During all time relevant, for example, the named Plaintiff and similar
7 Aggrieved Employees worked remotely in California, i.e., not at Defendants' brick-
8 and-mortar office but from a place afar the location of which is chosen by the
9 negatively affected Aggrieved Employee.

10 33. The unreimbursed purchases Aggrieved Employees were required to
11 make to perform their work include, but are not limited to internet connections, office
12 space in their homes devoted to work, and work-related office supplies/equipment.

13 34. Plaintiffs are informed and believe, and thereupon allege, that Defendants'
14 requirement for employees to use their supplies and equipment to perform their work
15 duties without adequate (it appears the Defendants paid a measly \$50 a month toward
16 Aggrieved Employees phone, but nothing more) reimbursement was an attempt to
17 defray the costs onto its employees.

18 35. Defendants passed the cost of doing business onto its employees by
19 requiring, without adequate reimbursement, their employees to purchase equipment,
20 tools, and services necessary to perform work for Defendants. *See Aguilar v. Zep, Inc.*,
21 2014 US Dist. LEXIS 120315, *54 (N.D. Cal. Aug. 27, 2014) (Hon. Edward Chen)
22 (where outside sales reps used home internet and computers for work, and even
23 admitted that they would have incurred the same expenses without work duties, the
24 court nevertheless held that the employer was obligated to reimburse some reasonable
25 portion of these expenses); *see also Ritchie v. Blue Shield of California*, 2014 WL
26 6982943, at *21 (N.D. Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of
27 home office claims processors with 2802 phone reimbursement claims for landline
28 reimbursements where company required claims processors working from home to

1 have a landline, but rejecting certification of claims for home office supplies as
2 individualized); *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137
3 (2014) ("We hold that when employees must use their personal cell phones for work-
4 related calls, Labor Code section 2802 requires the employer to reimburse them.
5 Whether the employees have cell phone plans with unlimited minutes or limited
6 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.")

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

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

11 37. From at least one year before the filing of this action and continuing to the
12 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
13 informed and believe, and therefore allege that Defendants issued the named Plaintiff
14 and other Aggrieved Employees erroneous wage and earning statements.

15 38. As a standalone claim, Defendants also issued confusing and inaccurate
16 wage and earning statements.

17 39. For example, during the December 1, 2022 to December 15, 2022 pay
18 period, Defendants issued the named Plaintiff a wage and earning statement that said
19 his gross pay was \$7,125 in one section (on the top) and in another section, after
20 adding a \$13.23 in "GTL" payment, the named Plaintiff's gross earnings were
21 \$7,138.23.

22 40. By way of further example, during the September 16, 2022 to September
23 30, 2022 pay period, Defendants issued the named Plaintiff a wage and earning
24 statement that said Defendants were deducting \$34.80 from the named Plaintiff's pay
25 for something related to a "Stock Refund," an incomprehensible entry without further
26 investigation, and presumably an illegal deduction making the gross and net pay
27 reported during this period inaccurate.

28 41. The Defendants repeat the foregoing problems on all the named Plaintiff's

1 wage statements rendering them confusing.

2 42. In addition to the foregoing claims under Labor Code § 226, Plaintiffs'
3 paystubs and those of similarly situated employees of Defendants were inaccurate
4 because Defendants failed to pay them all wages, as alleged above, supporting a
5 derivative claim under Labor Code § 226.

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

9 **Facts Relating to Violations of Labor Code §§ 221 and 224.**

10 44. From at least one year before the filing of this action and continuing to the
11 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
12 informed and believe, and therefore allege that Defendants made unlawful deductions
13 to Aggrieved Employees' in violation of California law.

14 45. For example, during the September 16, 2022 to September 30, 2022 pay
15 period, Defendants issued the named Plaintiff a wage and earning statement that said
16 Defendants were deducting \$34.80 from the named Plaintiff's pay for something
17 related to a "Stock Refund," yet in response to the named Plaintiff's records,
18 Defendant providing nothing showing the named Plaintiff authorized this deduction in
19 writing.

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

21 46. From at least one year before the filing of this action and continuing to the
22 present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are
23 informed and believe, and therefore allege that Defendants paid Aggrieved Employees
24 untimely in violation of California law.

25 47. For example, when Defendant involuntarily terminated the named
26 Plaintiff's employment on June 26, 2023, DEFENDANT EMPLOYER did not furnish
27 the named Plaintiff's final paycheck until June 27, 2023 in violation of California law.

28 48. Plaintiffs are informed and believe and based thereon allege that, to date,

1 DEFENDANT EMPLOYER has not paid Aggrieved Employees' wages due and
2 payable, in an amount to be proven at trial.

3 49. Derivative claims also premised, in part, on Plaintiffs' right to pursue all
4 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
5 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

6 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

7 50. This is a wage and hour representative action filed pursuant to the
8 PAGA, Labor Code §§ 2698, 2699 generally consists of the following group:

9 **All persons Defendants employed in California from August**
10 **22, 2022 to the present.**

11 51. All members of the Aggrieved groups will be referred to as the
12 "Aggrieved Employees."

13 52. The "PAGA Period" means from **August 22, 2022** to the present, the
14 timeframe where the scope of statute allows Plaintiffs to recover wages and penalties.

15 53. California law provides that an employee may file an action against an
16 employer to recover penalties for violations of the Labor Code and Wage Orders
17 provided the aggrieved employee files an action on behalf of him or himself and
18 similarly-situated current and former employees.

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

26 55. As set forth in further detail below, because of the analysis and
27 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the
28 California Labor and Workforce Development Agency ("LWDA") and to

1 DEFENDANT EMPLOYER informing DEFENDANT EMPLOYER of their claims
2 and their intent to pursue litigation.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 56. As to penalty claims under the Labor Code Private Attorney General
5 Act, on or about **July 14, 2023**, Plaintiffs began to exhaust his/her administrative
6 remedies by sending correspondence to the LWDA (LWDA Case No. LWDA-CM-
7 968497-23) and via certified mail to DEFENDANT EMPLOYER indicating Plaintiffs
8 are pursuing the claims alleged in this Complaint.

9 57. The statutory waiting period for Plaintiffs' complaint filed with the
10 LWDA expired and the LWDA did not serve Plaintiffs with notice of intent to assume
11 jurisdiction over the applicable penalty claims and did not provide notice as set forth
12 in Labor Code § 2699.3(a)(2)(A) within the statutory period.

13 58. Therefore, Plaintiffs have exhausted all applicable administrative
14 remedies thus permitting Plaintiffs the ability to seek the penalty claims sought in this
15 Complaint.

16 **FIRST CAUSE OF ACTION**

17 **Individual and Representative Claim under the PAGA for**
18 **Failure to Pay State and Local Minimum/Regular Wages in Violation of**
19 **California Labor Code §§ 216, 218, 218.5, 223, 1182.12, 1194,**
20 **1194.2, 1197, 1198, and the applicable Industrial Welfare Commission ("IWC")**
21 **Wage Order**
22 **(Against all Defendants)**

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

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

28 61. Pursuant to Labor Code §§ 216, 223, 218, 218.5, 1182.12, 1194, 1194.2,

1 and 1197 it is unlawful for a California employer to suffer or permit an employee to
2 work without paying wages for all hours worked, as required by the applicable IWC
3 Wage Order.

4 62. During all times relevant, the applicable IWC Wage Order, including but
5 not limited to Wage Order 4, applied to Aggrieved Employees' employment with
6 Defendants.

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

10 64. Every employer must pay each employee minimum wage as required
11 under state law and, where applicable and if higher, local law.

12 65. During all times relevant, Plaintiffs are informed and believe, and based
13 thereupon allege, that Aggrieved Employees were not paid minimum/regular wages for
14 all hours suffered or permitted to work in violation of state and, where applicable, local
15 law and/or their agreement with DEFENDANT EMPLOYER.

16 66. Labor Code § 1194.2, subdivision (a) provides that, in an action to recover
17 wages because of the payment of a wage less than the minimum wage fixed by IWC
18 Wage Orders, an employee may recover liquidated damages in an amount equal to the
19 wages unlawfully unpaid and interest thereon.

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

27 68. In committing the violations of state law as herein alleged, Plaintiffs are
28 informed and believe based there upon allege that Defendants have knowingly and

1 willfully refused to perform their obligations to compensate Aggrieved Employees for
2 all wages earned and all hours worked.

3 69. As a direct result, Aggrieved Employees have suffered and continue to
4 suffer, substantial losses related to the use and enjoyment of such compensation,
5 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
6 compel Defendants to fully perform their obligations under state law, all to their
7 respective damage in amounts according to proof at trial and within the jurisdictional
8 limitations of this Court.

9 70. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
10 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
11 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
12 pay period for each subsequent violation in which DEFENDANT EMPLOYER
13 violated the minimum wage and/or regular wage provisions of the Labor Code,
14 including but not limited to §§ 216, 218, 218.5, 223, 1182.12, 1194, 1194.2, and 1197,
15 the exact amount of the applicable penalty is all in an amount to be shown according to
16 proof at trial.

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

20 **SECOND CAUSE OF ACTION**

21 **Individual and Representative Claim under the PAGA for** 22 **Failure to Pay State Overtime and/or Double-Time** 23 **Compensation in Violation of California Labor Code §§ 510, 1194, 1198,** 24 **and the Applicable Wage Order** 25 **(Against all Defendants)**

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

28 73. This claim is premised on Plaintiffs' right to pursue all Labor Code

1 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
2 *USA, Inc.* (2018) 23 Cal.App.5th 745.

3 74. During all times relevant, the applicable Wage Order, including but not
4 limited to Wage Order 4, applied to Plaintiffs' employment with Defendants.

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

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

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

15 78. As alleged in this Complaint, Plaintiffs are informed and believe, and
16 based thereupon allege, that DEFENDANT EMPLOYER failed to pay all overtime
17 compensation to the Aggrieved Employees.

18 79. Additionally, during all times relevant and continuing to the present, and
19 pursuant to company policy and/or practice and/or direction, Plaintiffs are informed
20 and believe, and therefore allege, that Defendants failed to pay its employees the
21 correct rate of minimum/regular wages and, as a result, the amount of overtime paid
22 was too low.

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

1 underpaid employee as set for in Labor Code § 558.

2 81. In committing the violations of state law as herein alleged, Defendants
3 have knowingly and willfully refused to perform their obligations to compensate
4 Aggrieved Employees for all wages earned and all hours worked.

5 82. As a direct result, Aggrieved Employees have suffered and continue to
6 suffer, substantial losses related to the use and enjoyment of such compensation,
7 wages, lost interest on such monies and expenses and attorney's fees in seeking to
8 compel Defendants to full perform their obligation under state law, all to their
9 respective damage in amounts according to proof at trial and within the jurisdictional
10 limitations of this Court.

11 83. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
12 a 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 DEFENDANT EMPLOYER
15 violated the overtime provisions of the Labor Code, including but not limited to §§ 510
16 at 1194, the exact amount of the penalties sought is in an amount to be shown
17 according to proof at trial.

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

21 **THIRD CAUSE OF ACTION**

22 **Individual and Representative Claim under the PAGA for**
23 **Failure to Comply with the Meal Break Requirements of Labor Code §§ 226.7,**
24 **512, 1198, and the applicable IWC Wage Order**

25 (Against all Defendants)

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

28 86. This claim is premised on Plaintiffs' right to pursue all Labor Code claims

1 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
2 (2018) 23 Cal.App.5th 745.

3 87. Plaintiffs are informed and believe, and based thereon allege, that by
4 failing to provide duty-free meal periods of at least thirty (30) minutes for shifts of five
5 hours or more, which began before the end of the fifth hour of work, and failing to pay
6 such employees premium wages of one (1) hour of pay at their regular rate of
7 compensation for each workday the meal period was not provided, Defendants
8 willfully violated the provisions of Labor Code § 226.7, and the applicable IWC Wage
9 Order.

10 88. Based on the misconduct alleged in this Complaint, Plaintiffs are
11 informed and believe, and based thereon allege, that Defendants failed to pay all
12 premium wages owed.

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

20 90. In committing the violations of state law as herein alleged, Plaintiffs are
21 informed and believe and based thereon allege that Defendants have knowingly and
22 willfully refused to perform their obligations to compensate Aggrieved Employees for
23 all wages earned and all hours worked.

24 91. As a direct result, Aggrieved Employees have suffered and continue to
25 suffer, substantial losses related to the use and enjoyment of such compensation,
26 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
27 compel Defendants to fully perform their obligations under state law, all to their
28 respective damage in amounts according to proof at trial and within the jurisdictional

1 limitations of this Court.

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

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

11 **FOURTH CAUSE OF ACTION**

12 **Individual and Representative Claim under the PAGA for**
13 **Failure to Comply with the Rest Break Requirements of Labor Code §§ 226.7,**
14 **512, 1198, and the applicable IWC Wage Order**
15 **(Against all Defendants)**

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

18 95. This claim is premised on Plaintiffs' right to pursue all Labor Code claims
19 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*
20 (2018) 23 Cal.App.5th 745.

21 96. Plaintiffs are informed and believe, and based thereon allege, that based
22 on the misconduct alleged in this Complaint, Defendants failed to authorize and permit
23 Plaintiffs to receive a rest period of at least 10 minutes on a separate hourly basis when
24 paid commissions or otherwise to provide paid ten-minute rest periods for every four
25 (4) hours or major fraction thereof worked per day, and by failing to provide premium
26 wages at the regular rate of pay when these periods were not permitted or authorized,
27 Defendants willfully violated the provisions of Labor Code § 226.7, and the applicable
28 IWC Wage Order.

1 97. Plaintiffs are informed and believe, and based thereon allege, that based
2 on the misconduct alleged in this Complaint, Defendants failed to pay premium pay for
3 Plaintiffs' missed meal breaks DEFENDANT EMPLOYER failed to provide or
4 authorize.

5 98. At all material times, DEFENDANT EMPLOYER and DOES 1 through
6 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of
7 Aggrieved Employees' employer, within the meaning of California Labor Code § 558,
8 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
9 Labor Code or any provision regulating hours and days of work in any Order of the
10 Industrial Welfare Commission and, as such, are subject to penalties for each
11 underpaid employee as set for in Labor Code § 558.

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

16 100. As a direct result, Aggrieved Employees have suffered and continue to
17 suffer, substantial losses related to the use and enjoyment of such compensation,
18 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
19 compel Defendants to fully perform their obligations under state law, all to their
20 respective damage in amounts according to proof at trial and within the jurisdictional
21 limitations of this Court.

22 101. 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 Cal.
26 Labor Code § 226.7, the exact amount of the applicable penalty is all in an amount to
27 be shown according to proof at trial.

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

pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

FIFTH CAUSE OF ACTION

Individual and Representative Claim under the PAGA for Failure to Indemnify/Reimburse Business Expenses in Violation of California Labor Code § 1198, 2802, and the applicable Wage Order (Against all Defendants)

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

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

105. California Labor Code § 2804 mandates that this statutory right cannot be waived.

106. The Plaintiffs incurred losses in obedience to the directions of Defendants in the form of purchase of work-related expenses described in this Complaint.

107. As a direct result of Defendants' violation of California Labor Code § 2802, the Aggrieved Employees suffered and continue to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees in an amount to be proven at the time of trial.

108. Defendants derive an unjust and inequitable economic benefit in failing to comply with the law regarding indemnification and reimbursement of employees.

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

SIXTH CAUSE OF ACTION

Individual and Representative Claim under the PAGA for

Violations of California Labor Code §§ 226 and 1198

(Against all Defendants)

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

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

112. Likewise, California Labor Code § 226, subdivisions (b) and (c), require employers doing business in the State of California to provide current and former employees access to their payroll records.

113. Upon information and belief, during all times relevant to this action, Defendants did not provide accurate wage statements throughout the PAGA Period.

114. Plaintiffs allege that on numerous occasions, an exact amount by which will be proven at trial, Defendants violated various provisions of § 226, including but not limited to subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(6), (a)(8), and (a)(9) by failing to provide Plaintiffs accurate itemized statement in writing accurately showing gross wages earned, total hours worked by the employee, net wages earned, among other things.

115. At all material times DEFENDANT EMPLOYER and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' 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 business hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set forth in Labor Code § 558.

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

117. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

118. 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 DEFENDANT EMPLOYER violated Labor Code § 226, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

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

SEVENTH CAUSE OF ACTION

**Individual and Representative Claim under the PAGA for
Failure to Pay Timely Earned Wages during Employment and
Upon Separation of Employment in Violation of
California Labor Code §§ 201, 202, 203,
204 and/or 204b, 218.5, and 218.6
(Against all Defendants)**

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

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

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

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

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

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

4 126. Alternatively, pursuant to Labor Code § 204b, employers must pay its
5 employees on a weekly basis on a regular day determined by the employer as the
6 regular payday.

7 127. Pursuant to Labor Code §§ 218.5 and 218.6, an action may be brought for
8 the nonpayment of wages and fringe benefits.

9 128. Plaintiffs were not properly paid pursuant to the requirements of Labor
10 Code §§ 201, 202, and 204/204b and thereby seek all remedies available to them.

11 129. To date, for example, Defendants have not paid Plaintiffs all earned wages
12 as required by law.

13 130. Plaintiffs are informed and believe and based thereon allege that
14 Defendants willfully failed to pay Plaintiffs’ wages pursuant to the requirements of
15 Labor Code §§ 201, 202, and 204/204b, after Plaintiffs’ demand and, therefore,
16 Plaintiffs may recover the associated unpaid wages and waiting time penalties.

17 131. Plaintiffs are informed and believe and based thereon allege that
18 Defendants did this with the intent to secure for himself, herself, and itself a discount
19 on its indebtedness and/or with intent to annoy harass, oppress, hinder, delay and/or
20 defraud Plaintiffs.

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

28 133. In committing the violations of state law as herein alleged, Defendants

1 have knowingly and willfully refused to perform their obligations to compensate
2 Aggrieved Employees for all wages earned and all hours worked.

3 134. As a direct result, Aggrieved Employees have suffered and continue to
4 suffer, substantial losses related to the use and enjoyment of such compensation,
5 wages, lost interest on such monies and expenses and attorney's fees in seeking to
6 compel Defendants to full perform their obligation under state law, all to their
7 respective damage in amounts according to proof at trial and within the jurisdictional
8 limitations of this Court.

9 135. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a
10 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
11 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
12 pay period for each subsequent violation in which DEFENDANT EMPLOYER
13 violated Labor Code §§ 201, 202, 203, and 204/204b. The exact amount of the
14 applicable penalty is all in an amount to be shown according to proof at trial.

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

18 **EIGHTH CAUSE OF ACTION**

19 **Individual and Representative Claim for PAGA Penalties** 20 **For Failure to Maintain and Provide Required Records in Violation of** 21 **California Labor Code §§ 226, 432, 1174, 1198.5, 2810.5,** 22 **and the Applicable Wage Order and/or § 1198**

23 (Against all Defendants)

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

26 138. California Labor Code § 226, subdivision (b), requires employers doing
27 business in the State of California to "afford current and former employees the right
28 to inspect or copy records pertaining to their employment, upon a reasonable request

1 to the employer...” and subdivision (c), requires employers to produce such records
2 within “21 calendar days from the date of the request.”

3 139. Plaintiff maintains the records requested fall within the meaning of
4 Labor Code § 226 because, among other reasons, the requested documents are
5 “records pertaining to [his] employment.”

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

9 141. Plaintiff maintains the records requested fall within the meaning of
10 Labor Code § 432 because some of the records requested constitute written
11 instruments the Plaintiff signed.

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

16 143. Plaintiff maintains the records requested fall within the meaning of
17 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff’s
18 personnel file within the meaning of Labor Code § 1198.5.

19 144. California Labor Code § 2810.5 requires employers to furnish
20 employees with written notice provided at the time of hire that complies with all
21 aspects of the statute, namely, providing the employee with written notice of their rate
22 of pay, the name of their employer, etc.

23 145. Section 7 of the typical Wage Order requires every employer to
24 maintain time and payroll records.

25 146. As alleged above, Defendants did not provide Plaintiff access to the full
26 contents of Plaintiff’s employee personnel file and/or the records to which Plaintiff
27 has the right to obtain within the meaning of the foregoing statutes in violation of the
28 abovementioned statutes and/or Defendants did not comply with the abovementioned

1 statutes.

2 147. Further, Plaintiffs are informed and believe and based thereon alleges
3 that during all times relevant, Defendants failed to comply with § 7 of the applicable
4 IWC Orders and with Labor Code § 1174 by failing to maintain certain records which
5 employers are required to maintain, including but not limited to, an accurate record
6 indicating the number hours worked by the Plaintiffs, evidenced in part by
7 Defendants failure to provide the named Plaintiff's time records despite his request.

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

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

17 **NINTH CAUSE OF ACTION**

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

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

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

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

22 **Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1,**
23 **203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d)**
24 **of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2,**
25 **230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c)**
26 **of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of**
27 **Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602,**
28 **603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,**

1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

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

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

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

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

154. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly suited to represent the interests of other

1 current and former Represented Employees.

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

7 156. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
8 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
9 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
10 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
11 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
12 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
13 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
14 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,
15 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the
16 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
17 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
18 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
19 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
20 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,
21 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
22 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
23 and 6399.7.

24 157. Labor Code § 558 establishes a civil penalty as follows: Any employer
25 or other person acting on behalf of an employer who violates, or causes to be violated,
26 a section of this chapter or any provision regulating hours and days of work in any
27 order of the Industrial Welfare Commission (including the “Hours and Days of Work”
28 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial

1 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
2 which the employee was underpaid in addition to an amount sufficient to recover
3 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
4 each underpaid employee for each pay period for which the employee was underpaid
5 in addition to an amount sufficient to recover underpaid wages; and (3) wages
6 recovered pursuant to this section shall be paid to the affected employee.

7 158. As a related matter, Plaintiff, an African-American male, maintains he
8 has been unlawfully discriminated against in violation of the foregoing Labor Codes,
9 including but not limited to § 1102.5 for reporting illegal activity in the workplace.

10 159. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
11 attorneys' fees, costs, civil penalties, and wages on behalf of Plaintiff and other
12 current and former Represented Employees as alleged herein in an amount to be
13 shown according to proof at trial and within the jurisdictional limits of this Court.

14 **PRAYER FOR RELIEF**

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

- 16 1. That Defendants be found liable to the Plaintiffs;
- 17 2. For all remedies available to the Plaintiffs under the applicable
18 provisions of the Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.*
19 including an award of attorneys' fees, costs, interest, liquidated damages, damages,
20 penalties and waiting time penalties according to proof to the extent permitted by law;
- 21 3. For maximum civil penalties available under the Labor Code and
22 applicable Wage Order as described more particularly in this Complaint,
23 representative PAGA claims including the payment of wages as set forth in Labor
24 Code § 558;
- 25 4. That Plaintiffs be awarded reasonable attorneys' fees where available by
26 law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of
27 Civil Procedure § 1021.5, and/or other applicable laws; and
- 28 5. Such other and further relief as this Court may deem proper and just.

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Dated: September 25, 2023

Law Office of
Thomas D. Rutledge

By: Thomas D. Rutledge
/s/Thomas D. Rutledge
Attorneys for Plaintiffs