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12 and on behalf of all others similarly situated.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN DIEGO**

15 CHARLES GUZMAN, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 KATMAI TECHNICAL SERVICES, LLC;
20 and DOES 1 through 20, inclusive,

21 Defendants.

Case No. 37-2023-00052841-CU-OE-CTL

**COMPLAINT FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE §§ 2698, ET SEQ.)**

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
12/06/2023 at 05:08:35 PM
Clerk of the Superior Court
By Connie Hines, Deputy Clerk

1 Plaintiff Charles Guzman, individually, and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Charles Guzman (“Plaintiff”) brings this representative action against
5 defendant Katmai Technical Services, LLC; and DOES 1 through 20, inclusive (“Defendants”),
6 on behalf of himself individually and on behalf other aggrieved employees who are and were
7 employed by Defendants as non-exempt employees throughout California.

8 2. Defendants provide services and goods throughout California.

9 3. Through this action, Plaintiff alleges that Defendants have engaged in a
10 systematic pattern of wage and hour violations under the California Labor Code and Industrial
11 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
12 unfair competition.

13 4. Plaintiff is informed and believes, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime
16 wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
25 others aggrieved employees in California to recover, among other things, civil penalties
26 pursuant to Labor Code §§ 2698 *et seq.*, interest, attorneys’ fees, costs and expenses.
27
28

JURISDICTION AND VENUE

6. This is a representative action pursuant to Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over all Defendants because, upon information and belief, they are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, or the acts and omissions alleged herein took place in this county.

THE PARTIES

10. Plaintiff is a resident of California and worked for Defendants in California during the relevant time periods as alleged herein.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant times.

14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the aggrieved employees.

15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

16. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

18. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees at Defendants' California business location(s).

19. Defendant employed Plaintiff as a non-exempt employee at Defendants' California business location.

20. Defendants continue to employ non-exempt employees within California.

21. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals

1 who were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
5 for all time worked (including minimum, sick, vacation, and overtime wages) and that they
6 were not receiving all wages earned for work that was required to be performed. In violation of
7 the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees were not paid
8 all wages (including minimum wages and overtime wages) for all hours worked at the correct
9 rate of pay.

10 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other aggrieved employees were entitled to receive all
12 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
13 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted
14 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
15 aggrieved employees did not receive all meal periods or payment of one (1) additional hour of
16 pay at Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive
17 a timely, uninterrupted meal period.

18 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
20 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved
21 employees' regular rate of pay when a rest break was missed. In violation of the Labor Code
22 and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest breaks
23 or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
24 regular rate of pay when a rest break was missed.

25 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other aggrieved employees were entitled to
27 reimbursement and/or indemnification for all necessary business expenditures or losses as a
28 direct consequence of the discharge of their duties, or of their obedience to the directions of

1 Defendants. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
2 aggrieved employees incurred necessary business expenses or losses, but were not reimbursed
3 nor indemnified of such expenses or losses that were incurred as a direct consequence of the
4 discharge of their duties, or of their obedience to the directions of Defendants.

5 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved employees were entitled to receive
7 itemized wage statements that accurately showed the following information pursuant to the
8 Labor Code: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
9 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate
10 basis; (4) all deductions, provided that all deductions made on written orders of the employee
11 may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the
12 period for which the employee is paid; (7) the name of the employee and only the last four
13 digits of his or her social security number or an employee identification number other than a
14 social security number; (8) the name and address of the legal entity that is the employer; and
15 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate by the employee. In violation of the Labor Code, Plaintiff and
17 other aggrieved employees were not provided with accurate itemized wage statements.

18 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that the aggrieved employees were entitled to timely payment of wages due
20 upon separation of employment. In violation of the Labor Code, the aggrieved employees did
21 not receive payment of all wages within permissible time periods.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
24 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
25 intentionally failed to do so in order to increase Defendants' profits.

26 29. Therefore, Plaintiff brings this lawsuit seeking civil penalties, attorneys' fees,
27 and costs against Defendants on behalf of himself, the State of California, and all other
28 aggrieved employees.

1 **FIRST CAUSE OF ACTION**

2 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

3 30. Plaintiff re-alleges and incorporates by reference the previous paragraphs as
4 though fully set forth herein.

5 31. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
6 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
7 ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or employees for
8 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
9 an aggrieved employee on behalf of himself or herself and other current or former employees
10 pursuant to the procedures specified in Labor Code § 2699.3.

11 32. For all provisions of the Labor Code except those for which a civil penalty is
12 specifically provided, Labor Code § 2699(f) imposes upon Defendants a civil penalty of one
13 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and
14 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent pay
15 period in which Defendants violated these provisions of the Labor Code.

16 33. Defendants' conduct violates numerous Labor Code sections, including, but not
17 limited to, the following:

18 (a) violation of Labor Code §§ 201, 202, 203, 204, 246 510, 1194, 1194.2, 1197,
19 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, sick,
20 vacation, and overtime wages) owed to Plaintiff and other aggrieved employees during
21 employment and upon separation of employment as herein alleged;

22 (b) violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
23 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
24 meal periods as herein alleged;

25 (c) violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and
26 other aggrieved employees and failure to pay premium wages for missed rest periods as
27 herein alleged;

1 (d) violation of Labor Code §§ 226 and 226.3 for failure to provide accurate
2 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
3 and

4 (e) violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and
5 complete records showing, among other things, the hours worked daily and the wages
6 paid to aggrieved employees as herein alleged and

7 (f) violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and
8 other aggrieved employees of business expenses as herein alleged.

9 34. These violations arose in Plaintiff and other aggrieved employees' work performed
10 outside of federal enclaves.

11 35. Plaintiff is an "aggrieved employee" because he was employed by the alleged
12 violator and had one or more of the violations committed against him, and therefore is properly
13 suited to represent the interests of all other aggrieved employees.

14 36. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
15 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and
16 all other aggrieved employees under PAGA.

17 37. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
18 recover civil penalties in addition to other remedies, for violation of the Labor Code sections
19 cited above.

20 38. For bringing this action, Plaintiff is entitled to attorneys' fees and costs incurred
21 herein.

22 **PRAYER FOR RELIEF**

23 Plaintiff, on his own behalf and on behalf of all others similarly situated, prays for relief
24 and judgment against Defendants, jointly and severally, as follows:

25 1. For civil penalties against Defendants on behalf of all aggrieved employees and
26 the LWDA pursuant to Labor Code § 2698, *et seq.*;

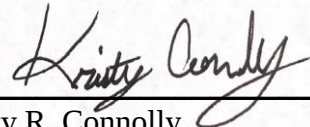
1 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted by
2 law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code § 2698 *et*
3 *seq.*; and;

4 3. For such other relief as the Court deems just and proper.
5

6 Dated: December 6, 2023

AEGIS LAW FIRM, PC

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8 By: _____



Kristy R. Connolly

Attorneys for Plaintiff Charles Guzman
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