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Attorneys for Plaintiff and the Aggrieved Employees

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco  
**12/08/2023**  
Clerk of the Court  
BY: DAEJA ROGERS  
Deputy Clerk

**CGC-23-610955**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO**

ELISA RECODER, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

ADECCO USA, INC., a Delaware  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT  
FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,  
ET SEQ.**

**DEMAND EXCEEDS \$25,000.00**

1 Plaintiff Elisa Recoder (“Plaintiff”) hereby submits this complaint (“Complaint”) against  
2 Defendant Adecco USA, Inc. (the “Company” or “Defendant”) and Does 1-50 (hereinafter  
3 collectively referred to as “Defendants”), on behalf of herself and all other similarly aggrieved  
4 employees of Defendants for penalties for violation of the California Labor Code as follows:

### 5 **INTRODUCTION**

6 1. This Complaint is within the Court’s jurisdiction under California Labor Code §§  
7 201-203 and 2698, *et seq.*, the Private Attorneys General Act (“PAGA”), and the applicable  
8 Wage Orders of the California Industrial Welfare Commission (“IWC”).

9 2. This Complaint challenges systemic illegal employment practices resulting in  
10 violations of the California Labor Code against individuals who worked for Defendants.

11 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 jointly and severally have acted intentionally and with deliberate indifference and conscious  
13 disregard to the rights of all employees by failing to timely pay wages upon separation of  
14 employment to Plaintiff and other employees.

15 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
16 have engaged in, among other things a system of willful violations of the California Labor Code  
17 by creating and maintaining policies, practices, and customs that knowingly deny employees the  
18 above stated rights and benefits.

### 19 **JURISDICTION AND VENUE**

20 5. The Court has jurisdiction over the violations of the California Labor Code §§  
21 201-203 and 2698, *et seq.*, and the applicable IWC Wage Orders.

22 6. Venue is proper in San Francisco County because Defendants maintain business  
23 locations in this County and Plaintiff worked for Defendants in San Francisco County.

### 24 **PARTIES**

25 7. Plaintiff was employed by Defendants from about July 31, 2023, until on or about  
26 August 22, 2023. Plaintiff worked as a Driverless Support Specialist in San Francisco,  
27 California. Throughout her employment, Plaintiff worked as a non-exempt, hourly employee.

28 8. Plaintiff was and is the victim of the policies, practices, and customs of

1 Defendants complained of in this action in ways that have deprived her of the rights guaranteed  
2 by California Labor Code §§ 201-203 and 2698, *et seq.*

3 9. Plaintiff is informed and believes and based thereon alleges that Defendant  
4 Adecco USA, Inc. was and is a Delaware corporation that provides staffing services to corporate  
5 clients the State of California, including in San Francisco County.

6 10. Plaintiff is informed and believes, and based thereon alleges, that at all times  
7 herein mentioned Defendants and Does 1 through 50 are and were business entities, individuals,  
8 and partnerships, licensed to do business and actually doing business in the State of California.

9 11. As such and based upon all the facts and circumstances incident to Defendants'  
10 business in California, Defendants are subject to California Labor Code §§ 201-203 and 2698, *et*  
11 *seq.*

12 12. Plaintiff does not know the true names or capacities, whether individual, partner,  
13 or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason,  
14 said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this  
15 complaint when the true names and capacities are known. Plaintiff is informed and believes, and  
16 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the  
17 matters alleged herein and proximately caused Plaintiff and members of the general public to be  
18 subject to the illegal employment practices, wrongs, and injuries complained of herein.

19 13. At all times herein mentioned, each of said Defendants participated in the doing  
20 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the  
21 Defendants, and each of them, were the agents, servants, and employees of each of the other  
22 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were  
23 acting within the course and scope of said agency and employment.

24 14. Plaintiff is informed and believes, and based thereon alleges, that at all times  
25 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or  
26 joint venturer of, or working in concert with each of the other co-Defendants and was acting  
27 within the course and scope of such agency, employment, joint venture, or concerted activity. To  
28 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the

1 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting  
2 Defendants.

3 15. At all times herein mentioned, Defendants, and each of them, were members of,  
4 and engaged in, a joint venture, partnership, and common enterprise, and acting within the course  
5 and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

6 16. At all times herein mentioned, the acts and omissions of various Defendants, and  
7 each of them, concurred and contributed to the various acts and omissions of each and all of the  
8 other Defendants in proximately causing the injuries and damages as herein alleged. At all times  
9 herein mentioned, Defendants, and each of them, ratified each and every act or omission  
10 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided  
11 and abetted the acts and omissions of each and all of the other Defendants in proximately causing  
12 the damages as herein alleged.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

15 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**  
16 **AGAINST ALL DEFENDANTS)**

17 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as  
18 though fully set forth herein.

19 18. Plaintiff brings this cause of action as a proxy for the State of California and in  
20 this capacity, seeks penalties on behalf of all aggrieved employees from September 20, 2022,  
21 through the present, for Defendants' violations of Labor Code §§ 201-203, arising from  
22 Defendants' practice and policy of failing to pay all wages owed upon separation from  
23 employment pursuant to Labor Code §§ 201-203.

24 19. Labor Code § 203 provides that if an employer willfully fails to pay wages owed  
25 in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue  
26 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue  
27 for more than thirty (30) days.

28 20. Labor Code § 201 provides if an employer discharges an employee, the wages

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

2 21. Labor Code § 202 provides that an employee is entitled to receive all unpaid  
3 wages no later than 72 hours after an employee quits his or her employment, unless the employee  
4 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the  
5 employee is entitled to his or her wages at the time of quitting.

6 22. Defendants failed in their affirmative obligation to pay all wages owed upon  
7 separation of employment to Plaintiff and aggrieved employees. For example, Defendants  
8 terminated Plaintiff's employment on August 23, 2023; however, Defendants did not comply  
9 with the Labor Code by timely paying Plaintiff her final wages.

10 23. Defendants willfully failed to pay Plaintiff and aggrieved employees all of their  
11 wages due, as alleged hereinabove and hereinafter, upon the termination of their employment  
12 within the times prescribed by Labor Code §§ 201 and 202 and are therefore subject to a waiting  
13 time penalty. Plaintiff and aggrieved employees are entitled to recover from Defendants the  
14 statutory penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty  
15 (30) day maximum pursuant to California Labor Code § 203.

16 24. On or about September 20, 2023, Plaintiff sent written notice to the California  
17 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code  
18 §§ 201-203, pursuant to Labor Code § 2698, *et seq.* In addition to the LWDA, Plaintiff also sent  
19 her written notice to Defendants via certified mail according to Labor Code § 2699.3.

20 25. As of the date of the filing of this Complaint, the LWDA has not responded to  
21 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations  
22 provided for in the written notice.

23 26. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all  
24 applicable civil penalties for Defendants' violations of Labor Code §§ 201-203, for the time  
25 period described above, on behalf of herself and other aggrieved employees.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf  
28 this suit is brought against Defendants, jointly and severally, as follows:

1           1.       Upon the First Cause of Action, for penalties pursuant to California Labor Code  
2 §§ 201-203 and 2698, *et seq.*, and for costs and attorneys' fees;

3           2.       On all causes of action, for attorneys' fees and costs as provided by California  
4 Labor Code §§ 218.5 and 2699, and Code of Civil Procedure § 1021.5; and

5           3.       For such other and further relief as the Court may deem just and proper.  
6

7 DATED: December 8, 2023

DIVERSITY LAW GROUP, P.C.

8  
9 By: 

Larry W. Lee

Max W. Gavron

Kwanporn "Mai" Tulyathan

Attorneys for Plaintiff and Aggrieved Employees  
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