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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

MICHELLE JACKSON and ERICA  
AUGUSTIN, individually and as  
aggrieved employees pursuant to the  
Private Attorneys General Act (PAGA)  
on behalf of the State of California and  
similarly situated employees,

Plaintiffs,

vs.

ALLIANT INTERNATIONAL  
UNIVERSITY, INC., a California  
corporation; and DOES 1 through 50,

Defendants.

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego  
4/1/2025 1:56:08 PM

Clerk of the Superior Court  
By G. Lopez, Deputy Clerk

Case No.: 37-2023-00043742-CU-OE-  
CTL (consolidated with SDSC Case  
No.: 37-2024-00002100-CU-OE-CTL)

Judge: Hon. Joel R. Wohlfeil  
Dept.: 73

**SECOND AMENDED  
COMPLAINT 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;**
- 9. Violation of B.&P. Code §§ 17200, et seq.; and**
- 10. Violations of Various Miscellaneous Provisions of the Labor Code via the PAGA.**

1 Plaintiff MICHELLE JACKSON and ERICA AUGUSTIN on behalf of  
2 themselves (cumulatively “Plaintiffs”), the State of California, and acting for the  
3 interests of other current and former employees, the putative class, and all others  
4 similarly situated individuals (cumulatively “Aggrieved Employees”), allege the  
5 following:

6 **NATURE OF THE ACTION**

- 7 1. This is a wage and hour individual, class, and representative action.
- 8 2. Pursuant to Code of Civil Procedure § 382 and the Private Attorney  
9 General Act (PAGA), §§ 2698, 2699 of the California Labor Code, Plaintiffs bring this  
10 proposed class and representative action against Defendants for workplace abuse in  
11 violation of the California Labor Code and the Industrial Welfare Commission Wage  
12 Orders (the “IWC Wage Orders”), all of which contribute to Defendants’ deliberate  
13 unfair competition in California.
- 14 3. Plaintiffs seek all remedies available to them including but not limited to  
15 reimbursements, penalties, restitution, injunctive and other equitable relief, reasonable  
16 attorneys’ fees, and costs.

17 **JURISDICTION AND VENUE**

- 18 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter  
19 jurisdiction is proper in the Superior Court of California, County of San Diego, State  
20 of California because Plaintiffs allege claims arising under California law.
- 21 5. This Court has jurisdiction over the Defendants because each is an  
22 association, corporation, business entity, or individual that conducts substantial  
23 business in the State of California.
- 24 6. Pursuant to § 395 of the California Code of Civil Procedure, venue is  
25 proper in the Superior Court of California for the County of San Diego because  
26 Defendant is doing business in the County of San Diego, California and this is where  
27 the misconduct occurred to the named Plaintiff.
- 28

## THE PARTIES

7. 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.”].)

8. Plaintiff MICHELLE JACKSON is an individual residing in the County of San Diego, California.

9. Plaintiff ERICA AUGUSTIN is an individual residing in the County of San Diego, California.

10. Defendant ALLIANT INTERNATIONAL UNIVERSITY, INC. is a California corporation doing business in the State of California.

11. 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.

12. Unless otherwise specified by name, the named Defendants and DOES 1 through 50 will be collectively referred to as "DEFENDANT EMPLOYER" and/or "Defendants."

13. 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).

14. Plaintiffs are informed and believe, and based thereon allege, that each

1 Defendant was acting partly within and partly without the scope and course of their  
2 employment, and was acting with the knowledge, permission, consent, and ratification  
3 of every other Defendant.

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

10 16. Plaintiffs are informed and believe, and based thereon allege that each of  
11 the Defendants is liable to Plaintiffs under legal theories and doctrines including but  
12 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter  
13 ego, based in part, on the facts set forth below.

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

18 18. Plaintiffs are informed and believe, and therefore allege, that one, more  
19 than one, or each of the named Defendants are liable to the Plaintiffs under legal  
20 theories and doctrines including but not limited to (1) the common law joint employer  
21 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named  
22 Defendants worked as the central hub to an overall business operation by which the  
23 interrelationship between these Defendants makes each of the Defendants liable for  
24 the wage and hour violations alleged herein.

### 25 **GENERAL ALLEGATIONS**

26 19. Defendants are in the education business.

27 20. From about July 29, 2013, Defendants employed Plaintiff JACKSON in  
28 various job assignments the last of which was serving as Defendants' Assistant Vice

1 President of Student Affairs.

2 21. On August 18, 2023, Defendants involuntarily terminated Plaintiff  
3 JACKSON without paying her all wages to which she had a right to receive on the  
4 day of her termination in an amount to be proven at trial.

5 22. From about 2001 to January 21, 2022, Defendants employed Plaintiff  
6 AUGUSTIN in various job assignments, the last of which was serving as a  
7 nonexempt employee.

8 23. On January 21, 2022, Plaintiff JACKSON resigned from her  
9 employment with Defendant, but Defendant failed to pay all wages to which she had  
10 a right to receive on the third day of her termination in an amount to be proven at  
11 trial.

12 **Minimum Wage/Regular Wage claims.**

13 24. Plaintiffs are informed and believe, and therefore allege that pursuant to  
14 company policy and/or practice and/or direction, DEFENDANT EMPLOYER paid  
15 Aggrieved Employees wages at less than the rate required under state, federal, and  
16 local law.

17 25. For example, Plaintiff AUGUSTIN sometimes worked off-the-clock  
18 doing tasks she did not have time to perform while on the clock, in an amount to be  
19 proven at trial.

20 26. This is one example of many in which Plaintiff AUGUSTIN and putative  
21 class members worked off-the-clock without minimum wage or regular wage  
22 compensation.

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

27 **Failure to Pay State Overtime.**

28 28. Plaintiffs are informed and believe, and therefore allege that pursuant to

1 company policy and/or practice and/or direction, DEFENDANT EMPLOYER failed to  
2 pay Aggrieved Employees state overtime compensation and/or the correct amount of  
3 overtime compensation.

4 29. For the reasons explained above regarding minimum wages, Plaintiff  
5 AUGUSTIN was sometimes underpaid overtime compensation on the workdays she  
6 worked off-the-clock doing tasks she did not have time to perform while on the clock,  
7 in an amount to be proven at trial

8 30. This is one example of many in which Plaintiff AUGUSTIN and putative  
9 class members were underpaid overtime compensation.

10 31. This claim is premised on Plaintiffs' right to pursue all Labor Code claims  
11 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*  
12 (2018) 23 Cal.App.5th 745.

13 **Meal and Rest Break Claims.**

14 32. Plaintiffs are informed and believe, and therefore allege that pursuant to  
15 company policy and/or practice and/or direction, DEFENDANT EMPLOYER failed to  
16 authorize and/or permit Aggrieved Employees from taking all their compliant off-duty  
17 meal and rest breaks during the required timeframe as required by law and failed to pay  
18 them premium pay, in an amount to be proven at trial.

19 33. For example, on January 18, 2022, Plaintiff AUGUSTIN worked ten and  
20 one half hours, but received only one meal break, not two as required by law.

21 34. Plaintiff AUGUSTIN did not waive her right to take a second meal break  
22 and she received no meal period premium payment for her missed meal break.

23 35. This is one example of many in which Plaintiff AUGUSTIN missed a  
24 meal break without getting paid premium compensation.

25 36. Plaintiff AUGUSTIN similarly experienced missed rest breaks during her  
26 employment with the Defendant, all in an amount to be proven at trial.

27 37. This claim is premised on Plaintiffs' right to pursue all Labor Code claims  
28 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*

1 (2018) 23 Cal.App.5th 745.

2 **Failure to Reimburse.**

3 38. During all times relevant, and pursuant to company policy and/or practice  
4 and/or direction, Defendants required Plaintiff JACKSON and, upon information and  
5 belief, other employees, to work from home as a condition of their employment and  
6 required Plaintiff JACKSON and the Class to use their home internet and incur various  
7 other expenses associated with their work for Defendants.

8 39. Defendants required all types of workers, such as professors, assistant  
9 professors, office staff, and many others to perform work remotely wherein Defendants  
10 did not adequately reimburse for their workers' overhead expenses, to wit: Defendants  
11 imposed an arbitrary cap of a not to exceed amount of \$50 per month for remote  
12 expenses associated with cell phone usage and internet, a figure Plaintiffs maintain was  
13 too low.

14 40. Defendants' professors and assistant professors often taught classes  
15 remotely using software, computers, and other tools to communicate with students and  
16 broadcast their lectures.

17 41. Plaintiff JACKSON personally was involved in many zoom meetings with  
18 Defendants' employees, sometimes one on one, many times with dozens of Defendants  
19 employees, all from afar normally from her home using tools and equipment the named  
20 Plaintiff purchased with her own funds.

21 42. The unreimbursed purchases Plaintiff JACKSON and proposed Class  
22 Members were required to make to perform their work include, but are not limited to  
23 internet connections, office space in their homes devoted to work, phone, utilities, and  
24 work-related office supplies/equipment.

25 43. Defendants passed the cost of doing business onto its employees by  
26 requiring, without reimbursement, Aggrieved Employees to purchase equipment, tools,  
27 and services necessary to perform work for Defendants. *See Price v. Wells Fargo &*  
28 *Co.*, 2022 U.S. Dist. LEXIS 169097, \*9-10 (N.D. Cal. Sep. 13, 2022)(Hon. Jacqueline

1 Scott Corley) (plaintiff-employee alleged plausible claims under Labor Code § 2802  
2 where she claims that defendant-employer did not reimburse her for her purchase of  
3 notebooks, pens, highlighters, ethernet cables, internet, desk, and cell phone); *Aguilar*  
4 *v. Zep, Inc.*, 2014 US Dist. LEXIS 120315, \*54 (N.D. Cal. Aug. 27, 2014) (Hon.  
5 Edward Chen) (where outside sales reps used home internet and computers for work,  
6 and even admitted that they would have incurred the same expenses without work  
7 duties, the court nevertheless held that the employer was obligated to reimburse some  
8 reasonable portion of these expenses); *Ritchie v. Blue Shield of California*, 2014 WL  
9 6982943, at \*21 (N.D. Cal. Dec. 9, 2014) (Hon. Edward Chen) (certifying class of  
10 home office claims processors with 2802 phone reimbursement claims for landline  
11 reimbursements where company required claims processors working from home to  
12 have a landline, but rejecting certification of claims for home office supplies as  
13 individualized); *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137  
14 (2014) (“We hold that when employees must use their personal cell phones for work-  
15 related calls, Labor Code section 2802 requires the employer to reimburse them.  
16 Whether the employees have cell phone plans with unlimited minutes or limited  
17 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”)

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

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

22 45. During all times relevant, and pursuant to company policy and/or practice  
23 and/or direction and continuing to the present, and pursuant to company policy and/or  
24 practice and/or direction, Plaintiffs are informed and believe, and therefore allege that  
25 Defendants issued confusing and inaccurate wage and earning statements to Aggrieved  
26 Employees, which wage and earning statements failed to comply with Labor Code §  
27 226 because they failed to, among other things, identify their correct rates of pay  
28 and/or correct gross and net earnings during the applicable pay period.

1           46. As a standalone claim, Plaintiffs are informed and believe, and therefore  
2 allege, that Defendants also issued confusing and inaccurate wage and earning  
3 statements to Plaintiffs.

4           47. On July 19, 2023, for example, Defendants issued Plaintiff JACKSON a  
5 wage and earning statement that said Defendants paid Plaintiff \$938.46 for “Retro  
6 Pay,” but provides no further explanation for the reason for this payment leaving any  
7 reasonable person guessing why Defendants paid this money to the Plaintiff.

8           48. The above problem made interpretation of the foregoing wage and earning  
9 statement hopelessly confusing.

10          49. In addition to the foregoing claims under Labor Code § 226, Plaintiffs are  
11 informed and believe, and therefore allege that Plaintiffs’ paystubs and those of  
12 similarly situated employees of Defendants were inaccurate because Defendants failed  
13 to pay them all wages, as alleged above, supporting a derivative claim under Labor  
14 Code § 226.

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

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

19          51. Pursuant to the above-mentioned policies, DEFENDANT EMPLOYER  
20 failed to pay all wages to which Aggrieved Employees had the right to receive under  
21 the law in a timely manner.

22          52. For example, Plaintiff AUGUSTIN’s employment terminated on or  
23 about January 21, 2022, but to date the Defendants have failed to pay her all wages to  
24 which she had a right to receive in an amount to be proven at trial.

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

28

54. Plaintiffs bring this action on behalf of herself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure.

55. Plaintiffs seek to represent the classes and/or subclasses composed of and defined as follows:

**All of Defendants' current or former nonexempt employees who worked in the state of California from October 10, 2019 to the present.**

56. Plaintiffs also seek to represent the following subclasses composed of and defined as follows:

**State Minimum Wage Subclass:** All Members of the Class who, during the relevant period, worked but did not receive minimum wages.

**State Overtime Subclass:** All Members of the Class who, during the relevant period, worked more than eight hours per day and/or in 40 hours per week and who did not receive overtime pay at the requisite overtime rate of pay.

**Wage Statement Subclass:** All members of the Plaintiff Class who worked for Defendants in California as an hourly-paid non-exempt employee and did not receive accurate itemized wage statements as required by Labor Code § 226 during the applicable statute of limitations period.

**Meal and Rest Break Subclass:** All members of the Plaintiff Class who, during the applicable statute of limitations period worked for Defendants in California as an hourly-paid non-exempt employee and were not provided compliant meal and/or rest breaks and were not provided one hour of pay at their regular rate of compensation in lieu thereof during the applicable statute of limitations period.

**Waiting Time Penalty Subclass:** All members of the Plaintiff Class whose employment was terminated during the applicable statute of limitations period and did not receive all wages in a

timely manner as required by Labor Code §§ 201-203.

**Unreimbursed Expense Subclass:** All members of the Plaintiff Class who, during the relevant period, Defendants did not reimburse for reasonable and necessary expenses.

**UCL Subclass:** All Members of the Class, who, during the relevant period, are owed restitution in the form of (1) unreimbursed expenses and/or (2) wages earned and unpaid because of Defendants' uniform pay policies and procedures.

57. The above-mentioned class-members will collectively be referred to as "Class Members."

58. Plaintiffs reserve the right under the California Rules of Court, to amend or modify the class description with greater specificity or further division into subclasses or limitation to particular issues.

59. This action is brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

**A. Numerosity.**

60. The potential members of the class as defined are so numerous or many, that joinder of all the members of the class is impracticable.

61. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe, and based thereon allege, that DEFENDANT EMPLOYER currently employs, and during the relevant time periods employed, a sufficient number of employees to warrant class certification if all other elements are met.

62. Accounting for employee turnover during the relevant periods necessarily increases the number of potential members of the class.

**B. Commonality.**

63. There are questions of law and fact common to the class that predominate

1 over any questions affecting only individual Class Members.

2 64. Common questions of law and fact include, without limitation and subject  
3 to possible further amendment, the following:

- 4 a. Whether Defendants violated the Labor Code and the  
5 applicable Wage Order by not fully compensating  
6 Plaintiffs and the Class by failing to pay minimum wage  
7 and/or regular wages as required by law;
- 8 b. Whether Defendants' policy or practice of not  
9 paying Plaintiffs and putative class members  
10 overtime compensation for the hours they worked  
11 over 40 in a workweek or eight hours in a day is  
12 illegal under Labor Code §§ 510, 1771, 1774, 1776,  
13 1194, and the applicable Wage Order;
- 14 c. Whether Defendants' policy or practice of not paying  
15 Plaintiffs and other similarly situated employees all their  
16 wages due in their final paychecks immediately upon  
17 involuntary termination or when its employees provided  
18 72 hours' notice before voluntary resignation, is unlawful  
19 under Labor Code §§ 201, 202 and/or 203;
- 20 d. Whether Defendants violated Labor Code § 2802 by  
21 failing to reimburse the class for business expenses;
- 22 e. Whether Defendants violated Labor Code § 226 by not  
23 providing accurate paystubs to the class;
- 24 f. Whether Defendants violated meal break laws; and
- 25 g. Whether the class may recover restitution pursuant to  
26 Business & Professions Code § 17200, *et seq.*

27 **C. Typicality.**

28 65. The named Plaintiff's claims are typical of the claims of the class

1 because the named Plaintiff and all members of the class sustained injuries and  
2 damages arising out of and caused by Defendants' common course of conduct and  
3 policies in violation of laws, regulations that have the force and effect of law and  
4 statutes as alleged herein.

5 **D. Adequacy of Representation.**

6 66. The named Plaintiff is a member of the class, does not have any conflicts  
7 of interest with other Class Members, and will prosecute the case vigorously on  
8 behalf of the class.

9 67. Counsel representing the named Plaintiff and the putative class are  
10 competent and experienced in litigating employment class actions.

11 68. The named Plaintiff will fairly and adequately represent and protect the  
12 interests of the Class Members.

13 **E. Superiority of Class Action.**

14 69. A class action is superior to other available means for the fair and efficient  
15 adjudication of this controversy because individual joinder of all Class Members is not  
16 practicable, and questions of law and fact common to the class predominate over any  
17 questions affecting only individual members of the class.

18 70. Each Class Member was damaged or suffered injury and may recover by  
19 reasons of Defendants' illegal policies and/or practices.

20 71. Class action treatment will allow those similarly situated persons to  
21 litigate their claims in the manner that is most efficient and economical for the parties  
22 and the judicial system.

23 72. Plaintiffs are unaware of any difficulties that are likely to be encountered  
24 in the management of this action that would preclude maintenance as a class action.

25 73. For the reasons alleged in this Complaint, this action should be certified as  
26 a class action.

27  
28

**REPRESENTATIVE ACTION (PAGA) CLAIMS**

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

**All persons Defendants employed in the State of California  
from October 10, 2022 to the present.**

75. All members of the Aggrieved groups will be referred to as the “Aggrieved Employees.”

76. The “PAGA Period” means from **October 10, 2022** to the present, the timeframe where the scope of statute allows Plaintiffs to recover wages and penalties.

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

78. 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 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 for in Labor Code § 558.

79. As set forth in further detail below, because of the analysis and investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent correspondence to the California Labor and Workforce Development Agency (LWDA) and to DEFENDANT EMPLOYER informing DEFENDANT EMPLOYER of their claims and their intent to pursue litigation.

**FIRST CAUSE OF ACTION**

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

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

81. 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.

82. Pursuant to Labor Code §§ 216, 223, 218, 218.5, 1182.12, 1194, 1194.2, and 1197 it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable IWC Wage Order.

83. During all times relevant, the applicable IWC Wage Order, including but not limited to Wage Order 4 and/or 5, applied to Aggrieved Employees’ employment with Defendants.

84. Pursuant to the applicable IWC Wage Order, “hours worked” include the time during which an employee is “suffered or permitted to work, whether or not required to do so.”

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

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

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

8           88. In committing the violations of state law as herein alleged, Plaintiffs are  
9 informed and believe based there upon allege that Defendants have knowingly and  
10 willfully refused to perform their obligations to compensate Aggrieved Employees for  
11 all wages earned and all hours worked.

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

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

26           91. Pursuant to the PAGA, Plaintiffs seek to recover from Defendants, and  
27 each of them, penalties, attorneys' fees, and costs incurred herein.

28           92. Upon information and belief, Class Members including Plaintiff

1 AUGUSTIN should have received minimum wages in a sum according to proof during  
2 all times relevant to this action.

3 93. Upon information and belief, Defendants have intentionally failed and  
4 refused, and continue to fail and refuse, to pay Class Members including Plaintiff  
5 AUGUSTIN minimum wages for all time suffered or permitted to work.

6 94. Plaintiff AUGUSTIN and the Class request the recovery of the unpaid  
7 minimum, waiting time penalties, liquidated damages, interest, attorneys' fees, and  
8 costs in an amount to be determined at trial.

9 **SECOND CAUSE OF ACTION**

10 **Individual, Class, and Representative Claim under the PAGA for**  
11 **Failure to Pay State Overtime and/or Double-Time**  
12 **Compensation in Violation of California Labor Code §§ 510, 1194, 1198,**  
13 **and the Applicable Wage Order**

14 (Against all Defendants)

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

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

20 97. During all times relevant, the applicable Wage Order, including but not  
21 limited to Wage Order 4 and/or 5, applied to Plaintiffs' employment with Defendants.

22 98. Pursuant to the applicable Wage Order, "hours worked" include the  
23 time during which an employee is "suffered or permitted to work, whether or not  
24 required to do so."

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

28 100. For each hour (or fraction thereof) an employee works more than twelve

1 (12) hours in one day or more than eight (8) hours a day on the seventh consecutive  
2 day of work, the employee must be compensated at the rate of no less than twice the  
3 regular rate of pay for that employee.

4 101. According to § 49.1.1 of the California Division of Labor Standards and  
5 Enforcement Policies and Interpretations Manual, “In California, as with the federal  
6 FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay  
7 includes many different kinds of remuneration, for example: hourly earnings, salary,  
8 piecework earnings, *commissions*, *certain bonuses*, and the value of meals and  
9 lodging.” (Emphasis added.)

10 102. Plaintiffs are informed and believe, and therefore allege that  
11 DEFENDANT EMPLOYER failed to pay all overtime compensation to the Aggrieved  
12 Employees.

13 103. 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.

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

23 105. As a direct result, Aggrieved Employees have suffered and continue to  
24 suffer, substantial losses related to the use and enjoyment of such compensation,  
25 wages, lost interest on such monies and expenses and attorney’s fees in seeking to  
26 compel Defendants to full perform their obligation under state law, all to their  
27 respective damage in amounts according to proof at trial and within the jurisdictional  
28 limitations of this Court.

106. 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 the overtime provisions of the Labor Code, including but not limited to §§ 510 at 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

107. Pursuant to the PAGA, Plaintiffs seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

108. Based on the misconduct alleged in this Complaint, Plaintiff AUGUSTIN and similarly situated members of the Class have suffered damages in an amount to be proven at trial.

109. Plaintiff AUGUSTIN on behalf of herself and Class requests the unpaid wages, waiting time penalties, interest, attorneys' fees, costs, liquidated damages, and any other remedies allowed by law in an amount to be proven at trial

### **THIRD CAUSE OF ACTION**

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

(Against all Defendants)

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

111. 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.

112. Plaintiffs are informed and believe, and based thereon allege, that by failing to provide duty-free meal periods of at least thirty (30) minutes for shifts of five hours or more, which began before the end of the fifth hour of work, and failing to pay

1 such employees premium wages of one (1) hour of pay at their regular rate of  
2 compensation for each workday the meal period was not provided, Defendants  
3 willfully violated the provisions of Labor Code § 226.7, and the applicable IWC Wage  
4 Order.

5 113. Based on the misconduct alleged in this Complaint, Plaintiffs are  
6 informed and believe, and based thereon allege, that Defendants failed to pay all  
7 premium wages owed.

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

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

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

25 117. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a  
26 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period  
27 for the initial violation and two hundred (\$200.00) for each aggrieved employee per  
28 pay period for each subsequent violation in which all culpable Defendants violated Cal.

1 Labor Code § 226.7, the exact amount of the applicable penalty is all in an amount to  
2 be shown according to proof at trial.

3 118. Wherefore, Plaintiffs request all remedies available to them pursuant to  
4 the PAGA.

5 119. Wherefore, Plaintiffs request all remedies available to them and to the  
6 putative Class.

7 **FOURTH CAUSE OF ACTION**

8 **Individual, Class, and Representative Claim under the PAGA for**  
9 **Failure to Comply with the Rest Break Requirements of Labor Code §§ 226.7,**  
10 **512, 1198, and the applicable IWC Wage Order**

11 (Against all Defendants)

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

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

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

25 123. Plaintiffs are informed and believe, and based thereon allege that based on  
26 the misconduct alleged in this Complaint, Defendants failed to pay premium pay for  
27 Plaintiffs' missed meal breaks DEFENDANT EMPLOYER failed to provide or  
28 authorize.

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

8           125. In committing the violations of state law as herein alleged, Plaintiffs are  
9 informed and believe and based thereon allege that Defendants have knowingly and  
10 willfully refused to perform their obligations to compensate Aggrieved Employees for  
11 all wages earned and all hours worked.

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

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

24           128. Wherefore, Plaintiffs request all remedies available to them pursuant to  
25 the PAGA.

26           129. Wherefore, Plaintiffs request all remedies available to them and to the  
27 putative Class.  
28

**FIFTH CAUSE OF ACTION**

**Individual, Class, 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)**

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

131. 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.

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

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

134. As a direct result of Defendants' violation of California Labor Code § 2802, the Plaintiffs and Class Members 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.

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

136. Plaintiffs request all remedies available to them and to the putative Class for Defendants' violations of California Labor Code § 2802, including but not limited to back-owed reimbursement for work-related expenses, interest, statutory and equitable attorneys' fees, costs, and applicable penalties in an amount to be proven at trial.

137. Further, Plaintiffs request all remedies available to them pursuant to the PAGA.

**SIXTH CAUSE OF ACTION**

**Individual, Class, and Representative Claim under the PAGA for**

**Violations of California Labor Code §§ 226 and 1198**

(Against all Defendants)

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

139. 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).)

140. 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.

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

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

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

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

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

23 146. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a  
24 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period  
25 for the initial violation and two hundred (\$200.00) for each aggrieved employee per  
26 pay period for each subsequent violation in which DEFENDANT EMPLOYER  
27 violated Labor Code § 226, the exact amount of the applicable penalty is all in an  
28 amount to be shown according to proof at trial.

1 147. For Defendants’ misconduct as alleged in this Complaint, Plaintiffs seek  
2 damages, penalties, costs, and attorneys’ fees available to them pursuant to the Labor  
3 Code including but not limited to §§ 226, 226.3, 226.6, and the PAGA in an amount to  
4 be proven at trial.

5 **SEVENTH CAUSE OF ACTION**

6 **Individual, Class, and Representative Claim under the PAGA for**  
7 **Failure to Pay Timely Earned Wages during Employment and**  
8 **Upon Separation of Employment in Violation of**  
9 **California Labor Code §§ 201, 202, 203,**  
10 **204 and/or 204b, 218.5, and 218.6**

11 (Against all Defendants)

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

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

17 150. Pursuant to Labor Code § 201, “If an employer discharges an employee,  
18 the wages earned and unpaid at the time of discharge are due and payable  
19 immediately.”

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

25 152. Labor Code § 203 provides, in pertinent part: “If an employer willfully  
26 fails to pay, without abatement or reduction, ... any wages of an employee who is  
27 discharged or who quits, the wages of the employee shall continue as a penalty from  
28 the due date thereof at the same rate until paid or until an action therefore is

1 commenced; but the wages shall not continue for more than 30 days. ..."

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

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

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

10 156. Plaintiffs are informed and believe and based thereon allege that some  
11 Aggrieved Employees were not properly paid pursuant to the requirements of Labor  
12 Code §§ 201, 202, and 204/204b and thereby seek all remedies available to them.

13 157. 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.

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

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

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

7 161. Wherefore, Plaintiffs request all remedies available to them pursuant to  
8 the PAGA.

9 162. Wherefore, Plaintiffs request all remedies available to them and to the  
10 putative Class.

### 11 **EIGHTH CAUSE OF ACTION**

#### 12 **Individual and Representative Claim for PAGA Penalties** 13 **For Failure to Maintain and Provide Required Records in Violation of** 14 **California Labor Code § 1174** 15 **and the Applicable Wage Order and/or § 1198** 16 **(Against all Defendants)**

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

19 164. This claim is premised on Plaintiffs' right to pursue all Labor Code claims  
20 on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*  
21 (2018) 23 Cal. App. 5th 745.

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

24 166. Plaintiffs are informed and believe and based thereon alleges that during  
25 all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders  
26 and with Labor Code § 1174 by failing to maintain certain records which employers  
27 are required to maintain, including but not limited to, an accurate record indicating  
28 the number hours worked by the Plaintiffs, evidenced in part by Defendants failure to

1 provide the named Plaintiff's time records despite his request.

2 167. 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  
6 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount  
7 of the applicable penalty is in an amount to be shown according to proof at trial.

8 168. Wherefore, Plaintiffs request all remedies available to them pursuant to  
9 the PAGA.

10 **NINTH CAUSE OF ACTION**

11 **Individual and Class Claim for Remedies for Violations**

12 **of the California Unfair Business**

13 **Practices Code §§ 17200, *et seq.***

14 (Against all Defendants)

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

17 170. Defendants, and each of them, are "persons" as defined under Business  
18 and Professions Code § 17021.

19 171. Plaintiffs are informed and believe and based thereon allege that  
20 Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof.  
21 Code § 17200, *et seq.*, by violating the laws alleged to have been violated in this  
22 Complaint and which allegations are incorporated herein by reference and which  
23 allegations include, but are not limited to:

24 a. Failing to provide the Class and Plaintiffs an accurate  
25 itemized wage statement in violation of § 226 of the  
26 Labor Code;

27 b. Failing to pay the Class and Plaintiffs all wages due and  
28 owing including minimum/regular wages and overtime

1 compensation, minimum wages and overtime, and meal  
2 and rest break premiums;

3 c. Failure to pay Class Members, including Plaintiffs,  
4 wages in a timely manner upon their termination or  
5 resignation; and

6 d. Failure to reimburse employees for all employer incurred  
7 expenses.

8 172. Defendants' conduct, as alleged above, constitutes unlawful, unfair, and  
9 fraudulent activity prohibited by Business and Professions Code §§ 17200, *et seq.*

10 173. The unlawful and unfair business practices conducted by Defendants,  
11 and each of them, are ongoing and present a threat and likelihood of continuing  
12 against Plaintiffs and, accordingly, Plaintiffs seek injunctive relief where appropriate.

13 174. Plaintiffs have suffered injury in fact and lost money or property because  
14 of the aforementioned unfair competition.

15 175. Because of their improper acts, Defendants, and each of them, have  
16 reaped and continue to reap unfair benefits and illegal profits at the expense of  
17 Plaintiffs and other employees and former employees of Defendants, and each of  
18 them.

19 176. Defendants, and each of them, should be enjoined from this activity and  
20 made to disgorge these ill-gotten gains and restore to Plaintiffs and the Class the  
21 wrongfully withheld wages and/or penalties, pursuant to Business and Professions  
22 Code §§ 17202 and/or 17203.

23 177. Plaintiffs and the Class have also incurred and continue to incur  
24 attorneys' fees and legal expenses in an amount according to proof at the time of trial  
25 and for which they seek compensation pursuant to law including but not limited to  
26 Code of Civil Procedure § 1021.5.

**TENTH CAUSE OF ACTION**

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

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

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

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

**Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 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)**

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

179. 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.

180. Pursuant to Labor Code § 2699, any provision of the Labor Code that

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

6 181. Plaintiffs are informed and believe, and based thereon allege that because  
7 of the acts alleged above and Defendants' violations of the Labor Code provisions  
8 alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and  
9 2699.

10 182. Plaintiffs are "aggrieved employees" because Plaintiffs were employed  
11 by the alleged violator and had one or more of the alleged violations committed  
12 against Plaintiffs, and therefore are properly suited to represent the interests of other  
13 current and former Represented Employees.

14 183. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil  
15 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for  
16 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved  
17 employee for subsequent violations for all Labor Code provisions for which a civil  
18 penalty is not specifically provided.

19 184. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
20 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,  
21 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,  
22 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,  
23 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,  
24 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,  
25 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,  
26 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,  
27 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the  
28 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,

1 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,  
2 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of  
3 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,  
4 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,  
5 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,  
6 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,  
7 and 6399.7.

8 185. Labor Code § 558 establishes a civil penalty as follows: Any employer  
9 or other person acting on behalf of an employer who violates, or causes to be violated,  
10 a section of this chapter or any provision regulating hours and days of work in any  
11 order of the Industrial Welfare Commission (including the “Hours and Days of Work”  
12 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial  
13 violation, fifty dollars (\$50) for each underpaid employee for each pay period for  
14 which the employee was underpaid in addition to an amount sufficient to recover  
15 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for  
16 each underpaid employee for each pay period for which the employee was underpaid  
17 in addition to an amount sufficient to recover underpaid wages; and (3) wages  
18 recovered pursuant to this section shall be paid to the affected employee.

19 186. Wherefore, Plaintiffs request all remedies available to them pursuant to  
20 the PAGA.

### 21 **PRAYER FOR RELIEF**

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

- 23 1. An order that this action may proceed and be maintained as a class  
24 action;
- 25 2. For appointment of the named Plaintiffs as the representatives of the  
26 Class;
- 27 3. For appointment of counsel for Plaintiffs as Class Counsel;
- 28 4. That the Court award to Plaintiffs and/or the Class and/or Aggrieved

1 Employees damages for the amount subject to proof at trial;

2 5. For payment of all unpaid reimbursements subject to proof at trial;

3 6. That Defendants, and each of them, be ordered and enjoined to pay  
4 restitution to Plaintiffs and/or the Class and/or Aggrieved Employees pursuant to  
5 Business and Professions Code §§ 17200-05;

6 7. That Defendants, and each of them, be required to issue to Plaintiffs  
7 and/or the Class and/or Aggrieved Employees accurate wage and earning  
8 statements;

9 8. For maximum civil penalties available under the Labor Code and  
10 applicable Wage Order as described more particularly in this Complaint,  
11 representative PAGA claims including the payment of wages as set forth in Labor  
12 Code § 558;

13 9. For Labor Code § 226(e) penalties in the amount of \$4,000.00;

14 10. For costs, interest, special and general damages;

15 11. That Plaintiffs and/or the Class and/or Aggrieved Employees be  
16 awarded reasonable attorneys' fees where available by law, including but not limited  
17 to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or  
18 other applicable laws; and

19 12. Such other and further relief as this Court may deem proper and just.

20 Dated: March 30, 2025

Law Office of  
Thomas D. Rutledge

22 By: /s/Thomas D. Rutledge

23 Thomas D. Rutledge  
24 Attorneys for Plaintiffs

Thomas D. Rutledge  
Attorney-at-Law  
16956 Via de Santa Fe, Suite 1847  
Rancho Santa Fe, California 92091  
Telephone: (619) 886-7224

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a jury trial of this matter.

Dated: March 30, 2025

Law Office of  
Thomas D. Rutledge

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

**PROOF OF SERVICE**

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On March 30, 2025, I served the foregoing document(s) described as:

**SECOND AMENDED COMPLAINT**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

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

☒ (BY E-MAIL) I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email to the recipients' business email addresses identified above.

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

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

Executed March 30, 2025, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/THOMAS D. RUTLEDGE  
THOMAS D. RUTLEDGE

**SERVICE LIST**

E. Joseph Connaughton, Esquire  
Douglas R. Ottenwess, Esquire  
Quarles & Brady LLP  
101 W. Broadway, 9th Floor  
San Diego, CA 92101  
  
Attorneys for Defendants