

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 JEFFREY P. JACKSON, SBN 290364
E-Mail jeff@dombrauchwerger.com
4 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
Telephone: (213) 537-9225

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/22/2023 6:05 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

7 Attorneys for Plaintiff
Stephanie Woods
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 STEPHANIE WOODS, individually and as
an aggrieved employee and Private Attorney
12 General,

13 Plaintiff,

14 v.

15 BOUNDLESS NETWORK, INC., a
Delaware Corporation; and DOES 1 through
16 100, inclusive,

17 Defendants.
18
19
20
21
22

CASE NO.: **23ST CV 31396**
[Unlimited Jurisdiction]

**PLAINTIFF'S COMPLAINT FOR
DAMAGES FOR:**

**1. VIOLATION OF CAL. LABOR
CODE § 2699, (PRIVATE
ATTORNEYS GENERAL ACT)**

DEMAND FOR JURY TRIAL

1 Plaintiff Stephanie Woods (“Plaintiff”) alleges as follows on knowledge as to herself and
2 her own acts/interactions, and on information and belief as to all other matters:

3 **PARTIES**

4 1. Plaintiff, at all times relevant herein, is a resident of the State of California and
5 County of Los Angeles.

6 2. Plaintiff is informed and believes that Defendant is, and was, a Delaware
7 corporation, authorized to transact, and transacting, business in the State of California and County
8 of Los Angeles. Plaintiff is informed and believes, and thereon alleges that, at all relevant times
9 herein, Defendant had its headquarters and principal place of business at 1601 Rio Grande Street,
10 Suite 410 Austin, Texas 78701. Plaintiff is informed and believed, and thereon alleges that, at
11 all times relevant herein, Defendant employed more than five (5) employees for each working
12 day during each of twenty (20) or more calendar weeks in each relevant calendar year. Plaintiff
13 is informed and believes that Defendant is subject to the law and regulations of California,
14 including the Labor Code.

15 3. The true names and capacities of the Defendants named herein as Does 1 through
16 100, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff
17 who therefore sues such Defendants by fictitious names pursuant to California Code of Civil
18 Procedure section 474. Plaintiff is informed and believes that all of the Doe Defendants are
19 California residents. Plaintiff will amend this Complaint to show such true names and capacities
20 when they have been determined.

21 4. Plaintiff is informed and believes that at all times relevant herein, each Defendant
22 designated, including Does 1 through 100, was the agent, managing agent, principal, owner,
23 partner, joint venturer, representative, manager, servant, employee and/or co-conspirator of each
24 of the other Defendants, and was at all times mentioned herein acting within the course and scope
25 of said agency and employment, and that all acts or omissions alleged herein were duly
26 committed with the ratification, knowledge, permission, encouragement, authorization and
27 consent of each Defendant designated herein.

28 //

JURISDICTION & VENUE

5. This Court has personal jurisdiction over each of the Defendants because they are residents of and/or doing business in the State of California.

6. Under California Code of Civil Procedure section 395(a), venue is proper in this county because the Defendants, or some of them, reside in Los Angeles County; and/or the injury (adverse actions suffered by Plaintiff) occurred in Los Angeles County.

FACTUAL ALLEGATIONS

7. Boundless Network, Inc. (“Defendant” or “Boundless”) engages in the sourcing, creation, and resale of custom and branded products to its clients. Boundless works with its client/customers to identify promotional or incentive needs, creates content, and procures the final branded products from third party vendors. It does this through its team of Account Managers or Sales Representatives who pitch a sourced product or products to potential or existing clients, negotiate pricing, and then submit a purchase order with the corresponding third-party vendor to purchase the product and resell to the client. The deal goes through several “stages” of development, primarily if not exclusively managed by the Account Manager, until it is ultimately invoiced and paid by the client.

8. Plaintiff worked both as a Sales Representative (misclassified as an independent contractor) or as an Account Manager (as an employee) with Boundless for roughly the past 12 years until her termination in January 2023. Plaintiff's job duties did not change when she switched from an independent contractor to an employee.

9. Throughout the time period involved in this case, Defendant had the authority to hire and terminate Plaintiff and the Aggrieved Employees, including all individuals classified as employees or independent contractors who performed work for Defendant (“Aggrieved Members”); to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and the Aggrieved Members; and to hire and terminate the employment of Plaintiff and the Aggrieved Members.

10. At all times herein mentioned, Defendant was subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders with regards to its

1 employees and misclassified workers within the State of California.

2 11. Plaintiff is informed and believes, and thereon alleges that Defendant engaged in
3 an ongoing and systematic scheme of wage abuse against the Aggrieved Members. As set forth
4 in more detail below, this scheme involved, *inter alia*, failing to pay Plaintiff and the Aggrieved
5 Members for all hours worked, including minimum and overtime wages. Defendant also
6 implemented policies that prohibited Plaintiff and the Aggrieved Members from accurately
7 recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved
8 Members all wages owed.

9 12. Throughout the time period involved in this case, Defendant implemented policies
10 and/or practices which failed to provide Plaintiff and the Aggrieved Members with timely and
11 duty-free meal periods. Defendant routinely failed to relieve Plaintiff and the Aggrieved
12 Members of all duties during their meal periods, regularly failed to relinquish control over
13 Plaintiff and the Aggrieved Members during their meal periods, regularly failed to permit
14 Plaintiff and the Aggrieved Members a reasonable opportunity to take their meal periods, and
15 regularly impeded or discouraged Plaintiff and the Aggrieved Members from taking thirty (30)
16 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
17 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work
18 for shifts lasting more than ten (10) hours. Defendant also failed to maintain accurate records of
19 meal periods taken by Plaintiff and the Aggrieved Members.

20 13. Throughout the time period involved in this case, Defendant did not adequately
21 inform Plaintiff and the Aggrieved Members of their right to take meal periods under California
22 law. Moreover, Defendant systematically disregarded their own written policies regarding the
23 provision and timing of meal periods for Plaintiff and the Aggrieved Members. Instead,
24 Defendant's actual policy and practice was to schedule Plaintiff and the Aggrieved Members in
25 a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
26 and the Aggrieved Members to work through their meal periods, for which they were not
27 compensated.

28 //

1 14. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
2 and the Aggrieved Members premium wages for meal periods that were missed, late, interrupted,
3 or shortened in violation of California law. Defendant knew or should have known that Plaintiff
4 and the Aggrieved Members were entitled to receive all meal periods or payment of one
5 additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
6 and/or interrupted. Notwithstanding this knowledge, Defendant routinely failed to provide
7 legally compliant meal periods to Plaintiff and the Aggrieved Members, and routinely failed to
8 pay one additional hour of pay to Plaintiff and the Aggrieved Members at their regular rate of
9 pay when a meal period was missed, short, late, and/or interrupted.

10 15. Throughout the time period involved in this case, Defendant have implemented
11 policies and practices which prohibited Plaintiff and the Aggrieved Members from taking timely
12 and duty-free rest periods. Defendant regularly failed to provide, authorize, and permit Plaintiff
13 and the Aggrieved Members to take full, uninterrupted, off-duty rest periods for every shift
14 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest
15 periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to
16 authorize, permit, and provide such rest breaks in the middle of each work period.

17 16. Throughout the time period involved in this case, Defendant did not adequately
18 inform Plaintiff and the Aggrieved Members of their right to take rest periods under California
19 law. Moreover, Defendant systematically disregarded their own written policies regarding the
20 provision and timing of rest periods for Plaintiff and the Aggrieved Members. Instead,
21 Defendant's actual policy and practice was to schedule Plaintiff and the Aggrieved Members in
22 a way that regularly prohibited them from taking timely and duty-free rest periods, and to
23 regularly require Plaintiff and the Aggrieved Members to work through their rest periods.

24 17. Throughout the time period involved in this case, Defendant failed to pay Plaintiff
25 and the Aggrieved Members premium wages for rest periods that were missed, late, interrupted,
26 or shortened in violation of California law. Defendant knew or should have known that Plaintiff
27 and the Aggrieved Members were entitled to receive all rest periods or payment of one additional
28 hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or

1 interrupted. Notwithstanding this knowledge, Defendant routinely failed to authorize and permit
2 Plaintiff and the Aggrieved Members to take duty-free rest periods, and failed to pay one
3 additional hour of pay to Plaintiff and the Aggrieved Members at their regular rate of pay when
4 a rest period was missed, short, late and/or interrupted.

5 18. Throughout the time period involved in this case, Plaintiff and the Aggrieved
6 Members worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

7 19. Throughout the time period involved in this case, Defendant regularly failed to
8 pay all overtime compensation owed to Plaintiff and the Aggrieved Members when they worked
9 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week,
10 or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work
11 week. Defendant knew or should have known that Plaintiff and the Aggrieved Members were
12 entitled to receive certain wages for overtime compensation and that they were not receiving
13 wages for overtime compensation.

14 20. Throughout the time period involved in this case, Defendant failed to pay
15 overtime to Plaintiff and the Aggrieved Members for all overtime hours worked based on regular
16 rates of pay correctly calculated to include all applicable remuneration.

17 21. Throughout the time period involved in this case, Defendant regularly failed to
18 pay Plaintiff and the Aggrieved Members at least minimum wages for all hours worked.
19 Defendant knew or should have known that Plaintiff and the Aggrieved Members were entitled
20 to receive at least minimum wages for all hours worked and that they were not receiving at least
21 minimum wages for all hours worked. Defendant's failure to pay minimum wages included, *inter*
22 *alia*, failing to pay Plaintiff and the Aggrieved Members at the required minimum wage pursuant
23 to California law.

24 22. Throughout the time period involved in this case, Defendant regularly failed to
25 pay Plaintiff and the Aggrieved Members all wages owed to them upon discharge or resignation.
26 Defendant knew or should have known that Plaintiff and the Aggrieved Members were entitled
27 to receive all wages owed to them upon termination within the time permissible under California
28 Labor Code sections 201-203. Plaintiff and the Aggrieved Members did not receive payment of

1 all final wages owed to them upon discharge or resignation, including overtime compensation
2 and minimum wages within any time permissible under California Labor Code sections 201-203.

3 23. Throughout the time period involved in this case, Defendant regularly failed to
4 pay Plaintiff and the Aggrieved Members all wages within any time permissible under California
5 law, including, *inter alia*, California Labor Code section 204. Defendant knew or should have
6 known that Plaintiff and the Aggrieved Members were entitled to receive all wages owed to them
7 during their employment. Plaintiff and the Aggrieved Members did not receive payment of all
8 wages, including overtime compensation, minimum wages, and meal and rest period premiums.

9 24. Throughout the time period involved in this case, Defendant regularly required
10 Plaintiff and the Aggrieved Members to perform work off the clock, failed to accurately record
11 the time that the employees worked, and failed to pay them for all hours worked, including
12 overtime.

13 25. Throughout the time period involved in this case, Defendant implemented policies
14 that prohibited Plaintiff and the Aggrieved Members from accurately recording the actual time
15 worked, resulting in a failure to pay Plaintiff and the Aggrieved Members all wages owed.

16 26. Throughout the time period involved in this case, Defendant failed to reimburse
17 Plaintiff and the Aggrieved Members for all necessary business-related expenses, including but
18 not limited to cellular telephone and computer equipment costs which Plaintiff and the Aggrieved
19 Members were required to incur in order to perform their job duties. Defendant knew or should
20 have known that Defendant was required to reimburse Plaintiff and the Aggrieved Members for
21 all necessary business-related expenses and costs, but, in fact, failed to do so in violation of
22 California law.

23 27. Throughout the time period involved in this case, Defendant knew or should have
24 known that they had a duty to compensate Plaintiff and the Aggrieved Members pursuant to
25 California law. Defendant had the financial ability to pay such compensation, but willfully,
26 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the
27 Aggrieved Members that they paid all wages owed to them, all in order to increase Defendant's
28 profits.

1 28. Throughout the time period involved in this case, Defendant knew or should have
2 known that they had a duty to provide Plaintiff and the Aggrieved Members with complete
3 accurate and itemized wage statements. Furthermore, Defendant knew or should have known that
4 they had a duty to provide Plaintiff and the Aggrieved Members with a written notice that sets
5 forth the amount of paid sick leave or paid time off in lieu of paid sick leave that the employer
6 provides pursuant to California law. Defendant had the financial ability to provide such notice,
7 but willfully, knowingly, and intentionally failed to do so.

8 29. California Labor Code section 218 states that nothing in Article 1 of the Labor
9 Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due
10 to him [or her] under this article.”

11 **FIRST CAUSE OF ACTION**

12 **(Violation of California Labor Code § 2699, Et Seq.)**

13 **(Against All Defendants)**

14 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
15 every allegation set forth above.

16 31. Plaintiff brings his first cause of action as a representative action on behalf of
17 herself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant
18 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
19 (“PAGA”).

20 32. PAGA specifically provides for a private right of action to recover civil penalties
21 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
22 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
23 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
24 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
25 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
26 or former employees pursuant to the procedures specified in Section 2699.3.” (Cal. Lab. Code §
27 2699(a).)

28 //

1 33. Plaintiff worked for Defendants and the Labor Code violations alleged above were
2 committed against her during her time working for Defendants. Plaintiff is therefore, an
3 “aggrieved employee” under PAGA.

4 34. As set forth in detail above, during all times relevant to this Action, Defendants
5 have routinely subjected Plaintiff and the Aggrieved Members to violations of California Labor
6 Codes by:

- 7 a. Failing to pay Plaintiff and the Aggrieved Members all earned minimum wage
8 compensation in violation of Labor Code sections 1194 and 1198 *et seq.*
- 9 b. Misclassifying Plaintiff and the Aggrieved Members as independent contractors
10 despite the fact that they should have been classified as employees in violation
11 of California Labor Code section 226.8;
- 12 c. Failing to pay Plaintiff and the Aggrieved Members all earned overtime
13 compensation in violation of Labor Code sections 204, 510, 1194, and 1198 *et*
14 *seq.*
- 15 d. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
16 Members, and failing to pay Plaintiff and the Aggrieved Members an additional
17 hour of premium pay for meal period violations in violation of Labor Code
18 sections 226.7 and 512.
- 19 e. Failing to provide authorize and permit Plaintiff and the Aggrieved Members to
20 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
21 Members an additional hour of premium pay for rest period violations in
22 violation of Labor Code sections 226.7 and 512.
- 23 f. Failing to timely pay Plaintiff and the Aggrieved Members all wages at the end
24 of their employment in violation of Labor Code section 203.
- 25 g. Failing to timely pay Plaintiff and the Aggrieved Members all wages owed
26 during employment in violation of Labor Code section 204.
- 27 h. Failing to furnish Plaintiff and the Aggrieved Members with complete, accurate,
28 itemized wage statements in violation of Labor Code section 226.

- i. Failing to furnish Plaintiff and the Aggrieved Members with written notice of the paid sick leave available and/or paid time off in lieu of sick leave in violation of Labor Code section 246;
- j. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Members' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code section 1174(d) and the applicable IWC Wage Order.
- k. Failing to reimburse Plaintiff and the Aggrieved Members for necessary business-related expenses in violation of Labor Code sections 2800 and 2802.

35. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Members and the State of California, requests and is entitled to recover penalties against Defendant for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 226.8, 1174.5, and 1197.1, 1199, 2699 and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

36. Plaintiff has exhausted her administrative remedies pursuant to Labor Code section 2699.3. On October 6, 2023, Plaintiff, through her counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by electronic mail to Defendant, notified Defendant and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendant has violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code section 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff's October 6, 2023 notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for herself and other Aggrieved Members pursuant to Labor Code section 2699.3.

37. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the Aggrieved Members, and to assess and collect the civil penalties owed by Defendant. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1), and any other applicable statute.

38. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code section 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code section 2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as a private attorney general, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

2. For the imposition of civil penalties pursuant to California Labor Code sections 2699, 203, 204, 210, 558, 226, 226.3, 226.8, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

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

DATE: December 22, 2023

DOMB & RAUCHWERGER LLP

By:

ZACK I. DOMB
DEVIN RAUCHWERGER
JEFFREY P. JACKSON
Attorneys for Plaintiff
Stephanie Woods