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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

Keith Brooks, an individual, on behalf of himself
and all others similarly situated and as a private
attorney general pursuant to the Private Attorneys
General Act,

Plaintiff,

vs.

Venture HR Services LLC, Center Staffing
Network LLC, Burlington Coat Factory
Warehouse Corporation, Burlington Coat Factory
of Texas, Inc., and Does 1 through 10,

Defendants.

Case No. CVRI 2306455
CLASS ACTION

Complaint for:

- 1. Failure to Pay Compensation Due**
- 2. Meal Period Violations**
- 3. Rest Period Violations**
- 4. Failure to Pay Wages Timely Upon Termination**
- 5. Wage Statement Violations**
- 6. Violation of Cal. Business & Professions Code Section 17203**
- 7. Recovery of Civil Penalties pursuant to the California Private Attorney General Act**

1 Plaintiff Keith Brooks ("Plaintiff"), individually, on behalf of all other persons similarly
2 situated and as a private attorney general pursuant to the California Private Attorneys General Act,
3 alleges:

- 4 1. Plaintiff is a California resident and was employed in Riverside County by Defendants as a non-
5 exempt employee.
- 6 2. Defendant Venture HR Services LLC ("Venture") is a California Limited Liability Company
7 with its principal place of business located at 2716 N. Broadway, Suite 209, Los Angeles, CA
8 90031.
- 9 3. Defendant Center Staffing Network LLC ("Center Staffing") is a Delaware Limited Liability
10 Company with its entity address listed as 14741 7th Street, #3, Victorville, CA 92395. Center
11 Staffing services the Greater Los Angeles Area, Inland Empire, San Bernardino, Victorville, and
12 Orange County.
- 13 4. Defendant Burlington Coat Factory Warehouse Corporation and Burlington Coat Factory of
14 Texas, Inc. ("Burlington") are each a Florida Stock Corporation with their principal place of
15 business located at 1830 Route 130 North, Burlington, NJ 08016.
- 16 5. Plaintiff does not presently know the true names and capacities of the defendants named as Does
17 1 through 10 and therefore sues such defendants by these fictitious names. Plaintiff believes that
18 the Doe defendants are persons or entities who are involved in the acts set forth below, either as
19 independent contractors, suppliers, agents, servants, or employees of the known defendants, or
20 through conspiring with the known Defendants to perform these acts for financial gain and profit
21 in violation of Plaintiff's, class members', and PAGA members' rights. Plaintiff will request
22 leave of Court to amend this Complaint to set forth their true names, identities, and capacities
23 when Plaintiff ascertains them.
- 24 6. Each of the Defendants has been or is the principal, officer, director, agent, employee, joint
25 employer, representative and/or co-conspirator of each of the other defendants and in such
26 capacity or capacities participated in the acts or conduct alleged herein and incurred liability
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therefor. At an unknown time, some of the Defendants conspired with other Defendants to commit the wrongful acts described herein. These wrongful acts were committed in furtherance of such conspiracy. Defendants aided and abetted each other in committing the wrongful acts alleged herein. Each of the Defendants acted for personal gain or in furtherance of their own financial advantage in committing the acts alleged herein.

7. The named Defendants and the Doe defendants are hereinafter referred to collectively as “Defendants.” Each of the Defendants was the employer, co-employer, and/or joint employer of Plaintiff, the class members, and the PAGA members.

CLASS ACTION ALLEGATIONS

8. Plaintiff brings the class causes of action for himself and on behalf of the following classes:

Unpaid Wages Class

All non-exempt employees of any of the Defendants who worked in California within the period beginning four years prior to the filing of this action through the date set by the Court and were not paid for time spent traveling to and from, waiting for, and undergoing security processes off the clock prior to, during, or after their shifts.

Meal Period Class

All non-exempt employees of any of the Defendants who worked in California within the period beginning four years prior to the filing of this action through the date set by the Court and were not paid for time spent traveling to and from, waiting for, and undergoing security processes off the clock prior to, during, or after their shifts and were not provided with all legally required meal periods to which they were entitled under California law.

Rest Period Class

All non-exempt employees of any of the Defendants who worked in California within the period beginning four years prior to the filing of this action through the date set by the Court and were not paid for time spent traveling to and from, waiting for, and undergoing security processes off the clock prior to, during, or after their shifts and were not provided with all legally required rest periods to which they were entitled under California law.

Termination Pay Class

All members of the Unpaid Wages Class, Meal Period Class, or Rest Period Class whose employment terminated at any time within the period beginning three years prior to the filing of this action through the date set by the Court.

1 **Wage Statement Class**

2 All members of the Unpaid Wage Class, Meal Period Class, or Rest Period Class who
3 received a wage statement within the period beginning one year prior to the filing of this
4 action through the date set by the Court.

5 **Direct Wage Statement Class**

6 All non-exempt employees of any of the Defendants who worked in California who
7 received a wage statement within the period beginning one year prior to the filing of this
8 action through the date set by the Court whose wage statement did not include the
9 information required by Labor Code section 226(a), including without limitation “(7) the
10 name of the employee and only the last four digits of his or her social security number or
11 an employee identification number other than a social security number” and/or “(8) the
12 name and address of the legal entity that is the employer.”

- 9 9. The term “class members” includes the Plaintiff and all class members.
- 10 10. During all or a portion of the class period, Plaintiff and class members were employed by
11 Defendants in California.
- 12 11. **Numerosity.** The number of class members is so numerous that joinder of all members is
13 impractical. The names and addresses of the class members are identifiable through documents
14 maintained by the Defendants, and the class members may be notified of the pendency of this
15 action by published and/or mailed notice. There are believed to be more than 50 class members.
- 16 12. **Existence and Predominance of Common Questions of Law and Fact.** Common questions of
17 law and fact exist as to all class members. These questions predominate over the questions
18 affecting only individual members. These common legal and factual questions include, among
19 other things:
- 20 a. Whether Defendants are employers or joint employers of the class members.
- 21 b. Whether Defendants paid class members for all hours worked as required by California
22 law for time spent traveling to and from, waiting for, and undergoing security processes
23 off the clock prior to, during, or after their shifts.
- 24 c. Whether Defendants violated their obligations to class members under California law
25 with respect to meal periods.
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- d. Whether Defendants violated their obligations to class members under California law with respect to rest periods.
- e. Whether Defendants willfully failed to timely pay all wages due to Plaintiff and class members upon the termination of their employment;
- f. Whether Defendants violated Labor Code section 226 by failing to timely furnish Plaintiff and class members accurate wage statements with all the information required by section 226(a); and
- g. Whether Defendants engaged in unfair competition in violation of California Business & Professions Code Section 17200, *et seq.*

13. **Typicality.** Plaintiff's class claims are typical of the class members' claims. Plaintiff and all class members sustained injuries and damages arising out of Defendants' common course of conduct in violation of the law as alleged herein. Plaintiff is entitled to the same relief under the class action causes of action as the class members.

14. **Adequacy.** Plaintiff will adequately and fairly protect the interests of the class members. Defendants employed Plaintiff during the class period, and Plaintiff is an adequate representative for the class members because Plaintiff has no interest adverse to the interests of the class members and Plaintiff has retained legal counsel with substantial experience in civil litigation, employment law and class action litigation. Plaintiff and Plaintiff's counsel will fairly and adequately protect the class members' interests.

15. **Superiority.** A class action is superior to other available means of fair and efficient adjudication of the class members' claims. Joinder of all class members is impractical. Class action treatment will allow numerous similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would cause to such plaintiffs or to the court system. Further, the damages of many class members may be relatively small and the burden and expenses of individual litigation would make it difficult or impossible for individual class members to seek

1 and obtain relief, while a class action will serve an important public interest. Furthermore,
2 questions of law and fact common to the class members predominate over questions affecting
3 only individual members, and a class action is superior to other available methods for fair and
4 efficient adjudication of the controversy. Individual litigation would present the potential for
5 inconsistent or contradictory judgments. By contrast, the class action device will result in
6 substantial benefits to the litigants and the Court by allowing the Court to resolve numerous
7 individual claims based upon a single set of proof in one case.

8 **First Cause of Action**
9 **Failure to Pay Wages for Hours Worked**
10 **(Against All Defendants)**

11 16. Plaintiff realleges all the preceding paragraphs.

12 17. Labor Code Section 1197 in relevant part provides:

13 The minimum wage for employees fixed by the commission is the minimum wage to be
14 paid to employees, and the payment of a less wage than the minimum so fixed is
unlawful.

15 18. Paragraph 4 of the applicable Wage Order provides in relevant part:

16 (B) Every employer shall pay to each employee, on the established payday for the period
17 involved, not less than the applicable minimum wage for all hours worked in the payroll
period, whether the remuneration is measured by time, piece, commission, or otherwise.

18 19. The following allegations as to Plaintiff are believed to apply to all class members.

19 20. Plaintiff traveled to and from, waited for, and/or underwent security processes off the clock prior
20 to, during, or after his shifts.

21 21. This off the clock time constituted “hours worked” under California law for which class
22 members were entitled to be paid. Defendants did not compensate class members for such hours
23 worked, and, to the extent the total hours worked including such time exceeded eight hours in a
24 day or 40 hours in a week, Defendants did not compensate Plaintiff and other class members at
25 the correct overtime rate.

26 22. Plaintiff and class members are entitled to liquidated damages pursuant to Labor Code Section
27 1194.2.
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23. Plaintiff has incurred and is entitled to attorneys' fees, costs, and interest.

**Second Cause of Action
Failure to Provide Compliant Meal Periods
(Against All Defendants)**

24. Plaintiff realleges all the preceding paragraphs.

25. Because Defendants did not pay class members for all hours worked and required class members to travel to and from, wait for, and undergo security processes off the clock, Defendants violated their meal period obligations to class members.

26. Defendants failed to pay class members the compensation due them pursuant to Labor Code Section 226.7 and the applicable Wage Order.

**Third Cause of Action
Failure to Provide Compliant Rest Periods
(Against All Defendants)**

27. Plaintiff realleges all the preceding paragraphs.

28. Because Defendants did not pay class members for all hours worked and required class members to travel to and from, wait for, and undergo security processes off the clock, Defendants violated their rest period obligations to class members.

29. Defendants failed to pay class members the compensation due them pursuant to Labor Code Section 226.7 and the applicable Wage Order.

**Fourth Cause of Action
Failure to Pay Waiting Time Wages Pursuant to Labor Code Section 203
(Against All Defendants)**

30. Plaintiff realleges all the preceding paragraphs.

31. The employment of Plaintiff and Termination Pay Class members with Defendants terminated.

32. When the employment of Plaintiff and Termination Pay Subclass members terminated, Defendants violated Labor Code section 201 or 202 by willfully failing to pay the wages earned and unpaid that were due them within the time required by section 201 or 202 and are liable for penalties pursuant to section 203.

33. Plaintiff has incurred attorneys' fees and costs in pursuing this claim.

**Fifth Cause of Action
Wage Statement and Record-Keeping Violations
(Against All Defendants)**

34. Plaintiff realleges all the preceding paragraphs.
35. Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to maintain and furnish Plaintiff and Wage Statement Class and Direct Wage Statement Class members with accurate and complete wage statements reflecting all the information required under Section 226(a).
36. Defendants violated Section 226(a)(1) as to Plaintiff and class members by failing to timely provide them statements of wages that accurately showed gross wages actually earned.
37. Defendants violated Section 226(a)(2) by failing to timely provide Plaintiff and other class members statements of wages that accurately showed the total hours worked by Plaintiff and other class members.
38. Defendants violated Section 226(a)(5) by failing to timely provide Plaintiff and other class members with statements of wages that accurately showed net wages earned.
39. Defendants violated Section 226(a)(5) by failing to timely provide Plaintiff and other class members with statements of wages that accurately showed net wages earned.
40. Defendants violated Section 226(a)(7) by failing to timely provide Plaintiff and other class members with statements of wages that accurately showed the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.
41. Defendants violated Section 226(a)(8) by failing to timely provide Plaintiff and other class members with statements of wages that accurately showed the name and address of the legal entity that is the employer.
42. Defendants violated Section 226(a)(9) by failing to provide Plaintiff and other class members with statements of wages that accurately showed the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by failing to

1 accurately show the actual number of hours worked at the applicable hourly rate at which they
2 were to be paid.

- 3 43. Plaintiff and class members are deemed to have suffered injury because of Defendants'
4 violations. Moreover, Defendants' failure to furnish Plaintiff and class members with complete
5 and accurate itemized wage statements resulted in actual injury because such failures led to,
6 among other things, the non-payment of all the wages due them and deprived them of the
7 information necessary to identify the discrepancies in Defendants' reported data.
- 8 44. Plaintiff and the other class members are entitled to damages and/or penalties pursuant to Labor
9 Code Section 226.

10 **Sixth Cause of Action**
11 **Violation of California Business and Professions Code Section 17200, *et seq.***
12 **(Against All Defendants)**

- 13 45. Plaintiff realleges all the preceding paragraphs.
- 14 46. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute
15 unlawful and/or unfair business acts or practices.
- 16 47. Defendants have been unjustly enriched because of Defendants' unlawful and/or unfair business
17 acts and/or practices.
- 18 48. Plaintiff and the class members are entitled to restitution of the money and/or property by which
19 Defendants were unjustly enriched.
- 20 49. Plaintiff and the class members are further entitled to and seek a declaration that the above-
21 described business practices are unfair, unlawful, and/or fraudulent and injunctive relief
22 restraining Defendants, and each of them, from engaging in any of the above-described unfair,
23 unlawful and/or fraudulent business practices in the future.
- 24 50. Plaintiff and the class members have no plain, speedy, and/or adequate remedy at law to redress
25 the injuries that they have suffered because of Defendants' unfair, unlawful, and/or fraudulent
26 business practices.
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1 51. If Defendants are not enjoined from the conduct alleged herein, they will continue to violate their
2 legal obligations.

3 52. Plaintiff is entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure
4 Section 1021.5.

5 **Seventh Cause of Action**
6 **For Recovery of Civil Penalties under the California Private Attorney General Act,**
7 **Labor Code Section 2698, *et seq.***
8 **(Against All Defendants)**

9 53. Plaintiff realleges all the preceding paragraphs.

10 54. One or more of the alleged violations set forth below was committed against Plaintiff, and
11 Plaintiff is therefore an "aggrieved employee" under Labor Code Section 2699(c)

12 55. Pursuant to Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (the
13 "PAGA"), Plaintiff is entitled to recover civil penalties on behalf of persons who are or were
14 employed by the alleged violator and against whom one or more of the alleged violations was
15 committed ("PAGA members"). Plaintiff is pursuing civil penalties for violations of the Labor
16 Code sections alleged herein.

17 56. Defendants, as alleged above, have committed Labor Code violations against Plaintiff and other
18 of Defendants' employees.

19 57. Plaintiff seeks to recover all civil penalties recoverable under the PAGA against Defendants,
20 including without limitation penalties pursuant to Labor Code section 210, 226.3, 256, 558,
21 1174.5, 1197.1, and 2699(f).

22 58. Plaintiff's attorney gave written notice to the Labor and Workforce Development Agency
23 ("LWDA") and to the Defendants by certified mail identifying violations set forth in this
24 complaint. Once 65 days have passed from the date of the mailing of the notice, Plaintiff will
25 amend this complaint to allege such fact.

26 59. Plaintiff has incurred attorney's fees and costs in pursuing this claim.
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WHEREFORE, Plaintiff demands a jury trial and requests that judgment be entered against all Defendants as follows:

1. Certification of this class claims and the appointment of Plaintiff as the representative of the classes and Plaintiff's counsel as lead counsel for the classes;
2. Damages for unpaid wages;
3. Liquidated damages;
4. Compensatory damages according to proof;
5. Waiting time penalties due pursuant to Labor Code Section 203;
6. Statutory penalties pursuant to Labor Code Section 226(e);
7. Restitution pursuant to Business & Professions Code section 17200, *et seq.*;
8. Penalties recoverable under the PAGA;
9. Prejudgment interest;
10. Attorneys' fees;
11. Costs as allowed by law;
12. A declaratory judgment that the practices complained of herein are unlawful under the Labor Code and/or the Unfair Competition Law and injunctive relief requiring termination or modification of the unlawful practices alleged;
13. Such other relief as this Court shall deem just and proper.

Dated: November 30, 2023

THE DION-KINDEM LAW FIRM

BY: _____



PETER R. DION-KINDEM, P.C.
PETER R. DION-KINDEM
Attorney for Plaintiff Keith Brooks

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Dated: November 30, 2023

BY:

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