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Attorneys for Plaintiff Garin Tanner,
on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

GARIN TANNER, on behalf of himself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

BIG HAIRY DOG INFORMATION
SYSTEMS, a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: **24CV001500**

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3,
246, 510, 512, AND 1194 AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS
OF LABOR CODE §§ 226.3 AND 558**

1 Plaintiff GARIN TANNER (“Plaintiff”), on behalf of himself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of BIG HAIRY
3 DOG INFORMATION SYSTEMS, a California corporation, and any subsidiaries or affiliated
4 companies (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees, including, but not limited to, software
9 technicians, who currently work or formerly worked for Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to properly blend bonuses and other non-base hourly wages, earned by
15 Plaintiff and Aggrieved Employees into their regular rate of pay for purposes of paying them
16 meal and rest period premiums, overtime wages, vacation/paid-time-off (“pto”) wages, and
17 sick pay wages at the correct rates, in violation of Labor Code §§ 226.7, 246, 510, 512, 558,
18 and 1194. Defendants pay Plaintiff and Aggrieved Employees bonuses and other non-base
19 hourly wages; however, Defendants fail to properly blend these wages, and instead pay
20 Plaintiff and Aggrieved Employees meal and rest period premiums, overtime wages,
21 vacation/pto wages, and sick pay wages based only on the base hourly rate of pay, thus
22 depriving Plaintiff and Aggrieved Employees of all meal and rest period premiums, overtime
23 wages, vacation/pto wages, and sick pay wages earned. This violates Labor Code §§ 226.7,
24 246, 510, 512, 558, and 1194;

25 b. Failing to pay correct premium wages to Plaintiff and Aggrieved Employees
26 who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and
27 IWC Wage Order 4-2001. Plaintiff and Aggrieved Employees were routinely denied, and not
28 authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that

1 exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift
2 worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the
3 proper rate of pay for each missed first or second meal period. When they did receive a meal
4 period, it would routinely be late, short, or on-duty (also resulting in unpaid wages and
5 uncompensated time). This violates Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC
6 Wage Order 4-2001;

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8 c. Failing to pay correct premium wages to Plaintiff and Aggrieved Employees
9 who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.
10 4-2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest
11 period for every four (4) hours of work or major fraction thereof, but were not paid premium
12 wages of one hour's pay for each missed rest period. Plaintiff and Aggrieved Employees were
13 simply denied and not authorized to take their legally entitled rest periods and were never paid
14 premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage
15 Order No. 4-2001;

16 d. Failing to provide Plaintiff and Aggrieved Employees with wage statements
17 that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff
18 and Aggrieved Employees were not paid all wages due, as stated above. As such, the wage
19 statements provided by Defendants failed to accurately state all gross wages earned, in
20 violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor
21 Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and
22 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
23 numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.
24 Furthermore, and independent of the above allegations, the wage statements issued to Plaintiff
25 and Aggrieved Employees fail to set forth the address of the entity that is the employer, in
26 violation of Labor Code §§ 226(a)(8) and 226.3, and all applicable hourly rates in effect during
27 the pay period and the corresponding number of hours worked, in violation of Labor Code §§
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226(a)(9) and 226.3—the wage statements simply omit the applicable hourly rates in effect during the pay period; and

e. Failing to pay Plaintiff and other Aggrieved Employees all wages due, including all accrued, but unused vacation/pto wages, at the separation of their employment based on the time frames required by Labor Code §§ 201-202 and 227.3. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during the course of their employment, including all accrued, but unused vacation/pto wages, and as a result of this failure, they were not timely paid all wages due at the separation of their employment. Furthermore, when Plaintiff left his employment with Defendant, he was not issued all of his wages within 72 hours of the separation of his employment. Plaintiff alleges that Defendants maintain a policy to untimely pay final wages (including vacation/pto wages) to their former Aggrieved Employees. This violates Labor Code §§ 201-202 and 227.3 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code § 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose throughout California, including in Sacramento County.

III.

PARTIES

A. Plaintiff

5. Plaintiff GARIN TANNER was employed by Defendants from May 2023 through October 2023 as a non-exempt employee in Sacramento County, California.

B. Defendant

6. Defendant BIG HAIRY DOG INFORMATION SYSTEMS is a California corporation that employed Plaintiff and Aggrieved Employees throughout California, including Sacramento County.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, AND 1194 AND PURSUANT
TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and Aggrieved Employees are entitled to civil penalties subject to the following formula:

- 1 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
2 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3,
3 246, 510, 512, and 1194; and
4 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
5 Code §§ 226.3 and 558.

6 13. Civil penalties recovered will be allocated 75% to the Labor and Workforce
7 Development Agency, and 25% to the affected employees.

8 14. On November 22, 2023, Plaintiff sent a letter, by online submission to the LWDA and
9 by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the
10 violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor
11 Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65)
12 calendar days of November 22, 2023. Plaintiff may therefore commence this action to seek civil
13 penalties pursuant to Labor Code § 2698 *et seq.*

14 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
15 described below.

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V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: January 29, 2024

Respectfully submitted,

GAINES LAW CORPORATION

By: 

EVAN S. GAINES
Attorneys for Plaintiff