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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

LUKE PERRY, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

CENTER FOR EMPLOYMENT
OPPORTUNITIES, INC., a New York non-
profit corporation; and DOES 1 through 100,

Defendants.

Case No. CVRI 2401704

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Luke Perry (“Plaintiff”), on behalf of himself and all other aggrieved employees,
2 hereby brings this Representative Action Complaint against Defendant Center for Employment
3 Opportunities, Inc., a New York non-profit corporation; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Riverside. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Riverside.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Riverside. During
22 the one year immediately preceding Plaintiff’s giving of the required notice under the PAGA, and
23 within the statute of limitations periods applicable to the cause of action pled herein, Plaintiff was
24 employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by providing people recently released from
28 incarceration with immediate employment with daily pay, skills training, job placement, and

ongoing career support, and employed Plaintiff and other similarly-situated hourly non-exempt employees within the County of Riverside and, therefore, were (and are) doing business in the County of Riverside and the State of California.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and the County of Riverside, and were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 17).

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Representative Action Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved Employees (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 17).

9. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

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

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
2 Aggrieved Employees (as defined in Paragraph 17).

3 **REPRESENTATIVE ACTION ALLEGATIONS**

4 11. Defendants employed Plaintiff in the non-exempt job position of “Crew Worker”
5 (or similarly titled position) in Riverside, California, and his duties included cleaning up the side
6 of freeways, cutting down trees and removing stumps, removing trash from public parks, and
7 cleaning up homeless encampments. Plaintiff has been employed by Defendants from
8 approximately January 2023 to the present.

9 12. During Plaintiff’s employment with Defendants, Defendants utilized a
10 timekeeping system which resulted in Plaintiff and other aggrieved employees not being
11 compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise.
12 During Plaintiff’s employment with Defendants, Plaintiff and other aggrieved employees did not
13 record their own time. Instead, Plaintiff’s supervisor asked for the log-in number from each
14 employee and clocked employees into work using the supervisor’s phone. Defendants’
15 timekeeping policies/practices were not even-handed and have resulted in Plaintiff and other
16 aggrieved employees not being compensated for all hours worked. Further, on occasions when
17 Plaintiff worked over eight hours in a workday and/or forty hours in a workweek, Defendants’
18 timekeeping policies/practices deprived him of additional overtime wages earned. Due to
19 Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Plaintiff
20 and other aggrieved employees were not compensated for all required minimum and overtime
21 wages.

22 13. Defendants also failed to provide Plaintiff and other aggrieved employees with
23 all legally compliant meal periods due to Defendants’ meal period policies/practices, which have
24 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and
25 missed meal periods. Plaintiff and other aggrieved employees also did not record their own meal
26 period times. Instead, Plaintiff’s supervisor asked for the log-in number from each employee and
27 clocked employees in and out for meal periods using the supervisor’s phone, resulting in late,
28 short, and missed meal periods. Plaintiff was also never provided with meal periods that were a

1 full 30 minutes of “net rest” in an area away from the work station that is appropriate for rest,
2 which employers are required by the Wage Order to maintain for their employees to use during
3 their meal and rest periods. Plaintiff and other aggrieved employees were regularly taken by van
4 to a grocery store, dropped off, and required to return to the vehicle within 30 minutes, resulting
5 in “net rest” of fewer than 30 minutes for meal periods. On those occasions when Plaintiff and
6 other aggrieved employees were not provided with all legally-required meal periods to which he
7 was entitled, Defendants failed to compensate Plaintiff and other aggrieved employees with the
8 required meal period premium for each workday in which he experienced a meal period violation
9 as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of
10 the putative class period, Defendants maintained no payroll code or other mechanism for paying
11 meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period
12 was not provided to their non-exempt employees.

13 14. Defendants have also failed to authorize and permit all required rest periods for
14 Plaintiff and other aggrieved employees. Specifically, Defendants have often failed to authorize
15 and permit a net 10-minute rest period for every four hours worked or major fraction thereof due
16 to work demands imposed by Defendants. Despite failing to authorize and permit Plaintiff and
17 other aggrieved employees to take all rest periods to which they are entitled, upon information
18 and belief, during at least a portion of the relevant time period, Defendants maintained no
19 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7
20 and did not pay Plaintiff or other aggrieved employees any rest period premiums.

21 15. Defendants also failed to adequately reimburse Plaintiff and other aggrieved
22 employees for all reasonable and necessary work expenditures, including, but not limited to, use
23 of personal cellular phones. Despite requiring Plaintiff and other aggrieved employees to use
24 their cell phones for work, Defendants did not adequately reimburse Plaintiff and other aggrieved
25 employees for their cellular phone expenses, even though they used their personal cellular
26 phones for business purposes.

27 16. As a result of Defendants’ failure to compensate Plaintiff and other aggrieved
28 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,

1 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
2 itemized wage statements.

3 17. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved
4 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
5 violations discussed herein.

6 **FIRST CAUSE OF ACTION**
7 **PRIVATE ATTORNEYS GENERAL ACT**
8 **(AGAINST ALL DEFENDANTS)**

9 18. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
10 fully set forth herein.

11 19. Defendants have committed several Labor Code violations against Plaintiff and
12 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
13 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
14 representative action against Defendants to recover the civil penalties due to Plaintiff, other
15 aggrieved employees, and the State of California according to proof, including, but not limited
16 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
17 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
18 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
19 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
20 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
21 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
22 initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
23 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
24 subsequent violation per employee per pay period for those violations of the Labor Code for
25 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 26 a. Failing to pay minimum wages for all hours worked to Plaintiff and other
27 aggrieved employees in violation of Labor Code §§ 226.2, 1182.12, 1194, 1194.2,
28 and 1197;

- b. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

20. On or about January 23, 2024, Plaintiff notified Defendants Center for Employment Opportunities, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 19 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

21. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the

1 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
2 he is entitled to receive under California Labor Code § 2699.

3 **PRAYER**

4 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
5 this suit is brought against Defendants, jointly and severally, as follows:

6 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
7 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
8 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
9 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
10 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
11 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
12 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
13 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
14 pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
15 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial
16 violation and \$200 for each subsequent violation per employee per pay period for those violations
17 of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code
18 violations identified in Paragraph 20 (a)-(i);

19 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
20 2699(g) and Code of Civil Procedure § 1021.5; and

21 3. For such other and further relief the Court may deem just and proper.

22
23 Dated: March 29, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

24
25 By:



26 Paul K. Haines
27 Sean M. Blakely
28 Attorneys for Plaintiff