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Clerk of the Superior Court
By Robert DeLeon, Deputy Clerk

Attorneys for Plaintiff KEVIN CARLSON,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

KEVIN CARLSON, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 37-2024-00018883-CU-OE-CTL

PAGA ACTION

**PLAINTIFF KEVIN CARLSON'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff KEVIN CARLSON ("Plaintiff"), who alleges and complains
against Defendants ZIONS BANCORPORATION, NATIONAL ASSOCIATION; and DOES 1 to
100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking civil penalties associated
with Defendants' violation of the Labor Code based on Defendants' indemnification for
employment-related expenditures; injunctive relief and other equitable relief; reasonable

1 attorneys' fees pursuant to Labor Code section 2802, and failure to timely pay earned wages
2 during employment. Plaintiff seeks on a representative basis, following notice to the Labor and
3 Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
4 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
5 others aggrieved.

6 **II. JURISDICTION AND VENUE**

7 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
8 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
9 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
10 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
11 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
12 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
13 aggrieved California-based hourly non-exempt employees occurred in locations throughout
14 California, including but not limited to San Diego County, at 444 Third Avenue, Chula Vista, CA
15 91910.

16 **III. PARTIES**

17 3. Plaintiff brings this action as a representative of the Labor and Workforce
18 Development Agency on behalf of himself and other current and former employees subject to
19 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
20 filed include current, former and/or future employees of Defendants who work, worked, or will
21 work for Defendants as direct employees as well as temporary employees employed through temp
22 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
23 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
24 employed by Defendants in an hourly position at Defendants' location in San Diego County from
25 approximately September 2020 through the present.

26 4. Plaintiff is informed and believes and thereon alleges that Defendant ZIONS
27 BANCORPORATION is authorized to do business within the State of California and is doing
28 business in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant

1 hereto were persons acting on behalf of Defendant ZIONS BANCORPORATION, NATIONAL
2 ASSOCIATION in the establishment of, or ratification of, the aforementioned illegal wage and
3 hour practices or policies. Defendant ZIONS BANCORPORATION, NATIONAL
4 ASSOCIATION operates in San Diego County and employed Plaintiff and aggrieved employees
5 in San Diego County, including but not limited to, at 444 Third Avenue, Chula Vista, CA 91910.

6 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
7 through 50 are corporations, or are other business entities or organizations of a nature unknown to
8 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
9 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
10 working conditions of employment of Plaintiff and aggrieved employees.

11 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
12 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
13 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
14 supervisor, independent contractor and/or employee of each defendant who violated or caused to
15 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
16 the Industrial Welfare Commission's wage orders regulating hours and days of work.

17 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
18 sues said defendants by said fictitious names, and will amend this complaint when the true names
19 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
20 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
21 named defendants is in some manner responsible for the events and allegations set forth in this
22 complaint.

23 8. Plaintiff makes the allegations in this complaint without any admission that, as to
24 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
25 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

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1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
3 **2004, LABOR CODE SECTIONS 2698, ET SEQ.**

4 **(Against all Defendants by Plaintiff)**

5 9. Plaintiff incorporates all paragraphs above as though fully set forth herein.

6 10. During Plaintiff's employment and continuing through the present, Plaintiff alleges
7 Defendants violated Labor Code sections 2802, and the applicable Wage Orders.

8 11. Specifically, Defendants have committed the following violations of California
9 Labor Code:

10 12. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
11 **Employment:** California law requires that every employer must indemnify its employees for all
12 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
13 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
14 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
15 2802.)

16 13. Defendants have violated Labor Code Section 2802 by failing to indemnify
17 Plaintiff and other current and former aggrieved California-based non-exempt hourly employees'
18 necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants
19 employed a policy, practice, and procedure,

20 (a) Requiring Plaintiff and all other current and former aggrieved California-based
21 hourly non-exempt employees to use their personal cell phones, computers, and home internet
22 services in the discharge of their duties, such as to make sales calls to potential customers and
23 complete their work duties online, by utilizing Plaintiff's and all other current and former
24 aggrieved California-based hourly non-exempt employees' cellular and/or data plans – without
25 compensating employees for such use; and

26 (b) Routinely calling and text messaging Plaintiff and all other current and former
27 aggrieved California-based hourly non-exempt employees on their personal cell phones while they
28 were working for Defendants, by utilizing Plaintiff's and all other current and former aggrieved

1 California-based hourly non-exempt employees' cellular and/or data plans – without compensating
2 employees for such use.

3 14. The costs of cellular and/or data plans and home internet service incurred by
4 Plaintiff and all other current and former aggrieved California-based hourly non-exempt
5 employees were significant as the result of their employment with Defendants.

6 15. Moreover, Defendants employed policies and procedures which ensured Plaintiff
7 and aggrieved employees would not receive indemnification for their employment related
8 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
9 indemnification in compliance with California law.

10 16. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
11 employment related expenses, including but not limited to costs related to use of their personal
12 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

13 17. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
14 employee, on behalf of himself or herself and other current or former employees, to bring a civil
15 action to recover civil penalties against all Defendants pursuant to the procedures specified in
16 Labor Code section 2699.3.

17 18. Plaintiff has complied with the procedures for bringing suit specified in Labor
18 Code section 2699.3. On February 15, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA
19 and provided notice to Defendants by certified mail which provided notice of the specific
20 provisions of the Labor Code alleged to have been violated, including the facts and theories to
21 support the violations alleged.

22 19. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
23 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
24 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
25 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
26 to investigate Plaintiff's claims.

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1 a. For violations of Labor Code sections 2802; one hundred dollars (\$100) for
2 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200)
3 for each aggrieved employee per pay period for each subsequent violation [penalty amounts
4 established by Labor Code section 2699(f)(2)].

5 20. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
6 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
9 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

10 **ON THE FIRST CAUSE OF ACTION:**

11 1. That Defendants be found to have violated the provisions of the Labor Code and
12 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

13 2. For any and all legally applicable penalties during the relevant statute of limitations
14 subject to any permissible tolling, including but not limited to those recoverable under the
15 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

16 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
17 under California Labor Code section 2699(g); and

18 4. For such and other further relief, in law and/or equity, as the Court deems just or
19 appropriate

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21 Dated: April 22, 2024

Respectfully submitted,
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23 By:



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