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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

JUAN C. MACHUCA and GINA  
MOONEY, on behalf of Aggrieved  
Employees and as designated proxies  
for the State of California's under the  
Private Attorneys General Act (PAGA),

Plaintiffs,

vs.

APR CONSULTING, INC., an  
unknown entity; and DOES 1 through  
10 inclusive

Defendants.

Case No.: 37-2024-00026442-CU-OE-CTL

**COMPLAINT FOR:**

- 1. Failure to Provide Access to Employee Personnel Records (Cal. Labor Code §§ 226, 432, and 1198.5);**
- 2. Failure to Pay State Minimum/Regular Wages via the PAGA;**
- 3. Failure to Pay State Overtime Wages via the PAGA;**
- 4. Failure to Timely Pay Wages via the PAGA;**
- 5. Meal and Rest Break Labor Code Violations via the PAGA;**
- 6. Wage Statement Violations via the PAGA;**
- 7. Failure to Maintain Payroll Records via the PAGA;**
- 8. Failure to Reimburse Business Expenses in Violation of California Labor Code § 2802 via the PAGA; and**
- 9. Miscellaneous Labor Code Violations via the PAGA.**

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**06/05/2024** at 11:46:58 AM  
Clerk of the Superior Court  
By Fernando Gonzalez, Deputy Clerk

1 Plaintiffs JUAN C. MACHUCA and GINA MOONEY, on behalf of the  
2 interests of the State of California and other current and former employees  
3 (cumulatively “Plaintiffs”), allege the following:

4 **NATURE OF THE ACTION**

5 1. Plaintiffs are not suing in their individual capacity; they are proceeding  
6 herein solely under the Private Attorneys General Act (PAGA) of 2004, as amended,  
7 Labor Code §§ 2698, *et seq.*, seeking civil penalties on behalf of the State of  
8 California for all Aggrieved Employees and other Aggrieved Employees. *Adolph v.*  
9 *Uber Technologies, Inc.*, 14 Cal. 5th 1104 (2023); *Balderas v. Fresh Start Harvesting*,  
10 101 Cal. App. 5th 533 (2024).

11 2. By this action, Plaintiffs seek all remedies available to them pursuant to  
12 the PAGA.

13 **THE PARTIES**

14 3. The State of California is the real party in interest in a PAGA action. *Kim*  
15 *v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 (the “government entity on  
16 whose behalf the plaintiff files suit is always the real party in interest.”).

17 4. Plaintiff JUAN C. MACHUCA is an individual residing in California.

18 5. Plaintiff GINA MOONEY is an individual residing in California.

19 6. Defendant APR CONSULTING, INC. is an unknown entity (there is no  
20 apparent record on file with the California Secretary of State for this entity) doing  
21 business in the County of San Diego, California.

22 7. The true names and capacities, whether individual, corporate, associate,  
23 or otherwise of the Defendants named herein as DOES 1 through 10, are unknown to  
24 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious  
25 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will  
26 seek leave to amend this Complaint to allege the true names and capacities of DOES  
27 1 through 10 when their names are ascertained. Plaintiffs are informed and believe,  
28 and based thereon allege, that each of the DOE Defendants is in some manner liable

1 to Plaintiffs for the events and actions alleged herein.

2 8. Unless otherwise specified by name, the named Defendants and DOES 1  
3 through 50 are collectively referred to as "DEFENDANT EMPLOYER."

4 9. All named Defendants and DOES 1 through 10 are collectively referred  
5 to as "Defendants."

6 10. Plaintiffs are informed and believe, and based thereon allege that at all  
7 times relevant herein each Defendant was acting as an agent, joint venture, or as an  
8 integrated enterprise and/or alter ego for each of the other Defendants, and each was a  
9 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so  
10 that each is responsible for the acts of the other in connection with the conspiracy and  
11 in proximate connection with the other Defendants.

12 11. Plaintiffs are informed and believe, and based thereon allege that each  
13 Defendant was acting partly within and partly without the scope and course of their  
14 employment, and was acting with the knowledge, permission, consent, and  
15 ratification of every other Defendant.

16 12. Plaintiffs are informed and believe, and based thereon allege that each of  
17 the Defendants was an agent, managing general partner, managing member, owner,  
18 co-owner, partner, employee, and/or representative of each of the Defendants, and  
19 were at all times material hereto, acting within the purpose and scope of such agency,  
20 employment, contract and/or representation, and that each of them are jointly and  
21 severally liable to Plaintiffs for the acts alleged herein

22 13. Plaintiffs are informed and believe, and based thereon allege that each of  
23 the Defendants are liable to Plaintiffs under legal theories and doctrines including but  
24 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter  
25 ego, based in part, on the facts set forth below.

26 14. Plaintiffs are informed and believe, and based thereon allege that each of  
27 the named Defendants are part of an integrated enterprise and have acted or currently  
28 act as the employer and/or joint employer of Plaintiffs, making each of them liable for

1 the wage and hour violations alleged herein.

2 15. Plaintiffs are informed and believe, and based thereon allege, that  
3 MANPOWERGROUP US INC./MANPOWERGROUP TALENT SOLUTIONS,  
4 LLC, and VERIZON WIRELESS SERVICES, LLC were “Client employer[s]”  
5 within the meaning of Labor Code § 2810.3(a)(1)(A) and, as such, are jointly liable  
6 pursuant to Labor Code §§ 2753 and 2810.3.

7 16. More than 30 days before the filing of this Complaint, Plaintiffs gave  
8 notice to MANPOWERGROUP US INC./MANPOWERGROUP TALENT  
9 SOLUTIONS, LLC, and VERIZON WIRELESS SERVICES, LLC pursuant to Labor  
10 Code § 2810.3(b).

11 17. Thus, Plaintiffs have the legal basis to file this Complaint to pursue the  
12 claims alleged in this Complaint against the abovementioned entities pursuant to  
13 Labor Code § 2810.3, *et seq.* at their discretion.

#### 14 **JURISDICTION & VENUE**

15 18. Pursuant to Article VI, § 10 of the California Constitution, subject matter  
16 jurisdiction is proper in the Superior Court of California, County of San Diego, State  
17 of California because Plaintiffs allege claims arising under California law.

18 19. This Court has jurisdiction over the Defendants because each is an  
19 association, corporation, business entity, or individual that conducts substantial  
20 business in the State of California, County of San Diego.

21 20. Pursuant to § 395 of the California Code of Civil Procedure, venue is  
22 proper in the Superior Court of California for the County of San Diego because this is  
23 where the misconduct alleged in this Complaint occurred.

#### 24 **GENERAL ALLEGATIONS**

25 21. Defendants are in the staffing agency business loaning employees to  
26 different businesses in California.

27 22. From on or about November 10, 2021, Defendants employed Plaintiff  
28 MACHUCA as a nonexempt worker in California until it involuntarily terminated the

1 Plaintiff on or about February 14, 2024 without paying Plaintiff all wages to which  
2 Plaintiff had a right to receive in a timely manner in an amount to be proven at trial.

3 23. Defendants also employed Plaintiff MOONEY as a nonexempt worker in  
4 California until she resigned, but she is another employee who has not been paid  
5 properly in a manner and in an amount to be proven at trial.

6 24. The named Plaintiffs are “aggrieved employees” because Defendants  
7 employed Plaintiffs in California and Plaintiffs experienced one or more of the  
8 alleged Labor Code violations committed against the Plaintiffs, and therefore the  
9 named Plaintiffs are properly suited to act on behalf the state, and collect civil  
10 penalties for all violations committed against the Represented Employees, who are  
11 also aggrieved employees as defined by Labor Code § 2699(c).

12 25. California law provides that an aggrieved employee may file a  
13 representative action under the PAGA against an employer for civil penalties in  
14 connection with violations of the Labor Code and Wage Order.

15 26. On information and belief, current and former employees of Defendants  
16 suffered from Defendants’ Labor Code violations.

17 **Failure to Provide Payroll Records and Personnel Files.**

18 27. On or about March 5, 2024, Plaintiff MACHUCA, via counsel, sent a  
19 letter via email and regular U.S. Mail to DEFENDANT EMPLOYER requesting to  
20 obtain access to Plaintiff’s payroll records and employee personnel file.

21 28. Defendants via counsel responded to the foregoing letter, but failed to  
22 provide all the requested records.

23 29. On or about March 25, 2024, Plaintiff, via counsel, sent a second letter  
24 via email and regular U.S. Mail to Defendants via counsel requesting to obtain access  
25 to the missing portions of Plaintiff MACHUCA’s records.

26 30. To date, DEFENDANT EMPLOYER has failed to produce the missing  
27 portions of Plaintiff MACHUCA’s personnel file.

28 31. On or about March 6, 2024, Plaintiff MOONEY, via counsel, also sent a

1 letter via email and regular U.S. Mail to DEFENDANT EMPLOYER requesting to  
2 obtain access to Plaintiff's payroll records and employee personnel file.

3 32. Defendants via counsel responded to the foregoing letter, but failed to  
4 provide any of the requested records claiming instead that the form Plaintiff  
5 MOONEY used was improper.

6 33. Plaintiff MOONEY alleges there was nothing wrong with the signature  
7 on the form she provided to allow her counsel to obtain access to her file and that  
8 Defendant had no lawful reason to refuse to provide her file.

9 **Unpaid Minimum/Regular Wages.**

10 34. During all times relevant, Plaintiffs are informed and believe and based  
11 thereon allege that pursuant to company policies and/or practices and/or directions  
12 implemented and enforced by Defendants, that Defendants failed to pay Aggrieved  
13 Employees all their regular/minimum wages, in an amount to be proven at trial.

14 35. This claim is premised on Plaintiffs' right to pursue all Labor Code  
15 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*  
16 *USA, Inc.*, 23 Cal. App. 5th 745 (2018).

17 **Unpaid Overtime.**

18 36. During all times relevant, Plaintiffs allege that pursuant to company  
19 policies and/or practices and/or directions implemented and enforced by Defendants,  
20 that Defendants underpaid overtime, failed to pay overtime, or both to Aggrieved  
21 Employees.

22 37. This claim is premised, in part, on Defendants' managers who  
23 prohibited the named Plaintiffs from reporting overtime and, instead, allowed the  
24 Plaintiffs to leave earlier in the weeks following the pay periods during which they  
25 worked overtime.

26 38. This claim is also premised on Plaintiffs' right to pursue all Labor Code  
27 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*  
28 *USA, Inc.*, 23 Cal. App. 5th 745 (2018).

**Meal and Rests Break Claims.**

39. During all times relevant, Plaintiffs allege that pursuant to company policies and/or practices and/or directions implemented and enforced by Defendants, that Defendants failed to permit Aggrieved Employees to take all their compliant off-duty meal and rest breaks during the required timeframe as required by law and failed to pay them premium pay in lieu thereof, in an amount to be proven at trial.

40. Plaintiffs are informed and believe and based thereon allege that because of Defendants' policy, Defendants prevented Aggrieved Employees from taking all their uninterrupted rest breaks to which they had the right to enjoy in an amount to be proven at trial, and Defendants failed to pay them premium pay as required under California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

41. This claim is premised, in part, on the named Plaintiff's experience of not being provided lawful meal breaks and, in part, on Defendants' failure to produce time records thus far despite Plaintiffs' written requests.

42. This claim is also premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

**Unreimbursed Work-Related Expense Claims.**

43. During all times relevant, Plaintiffs allege that pursuant to company policies and/or practices and/or directions implemented and enforced by Defendants, that Defendants failed to reimburse Aggrieved Employees for work-related expenses in violation of California law.

44. In particular, Plaintiffs maintain that Defendants failed to reimburse Aggrieved Employees who worked remotely for their home internet expenditures, supplies, office furniture, among other items.

45. This claim is also premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

**Erroneous Wage Statements in Violation of Labor Code § 226.**

46. During all times relevant, Plaintiffs allege that pursuant to company policies and/or practices and/or directions implemented and enforced by Defendants, that Defendants failed to issue lawful wage and earning statements to Aggrieved Employees.

47. This claim is premised, in part, on Defendants' failure to issue wage and earning statements that provide the "rate of pay and the total hours worked for each temporary services assignment" as required by subdivision (a)(9) of Labor Code 226 because Plaintiffs are informed and believe that Defendant was a "Labor contractor" within the meaning of Labor Code § 2810.3(a)(3) and Defendant sent Plaintiffs to work for MANPOWERGROUP US INC./MANPOWERGROUP TALENT SOLUTIONS, LLC, and VERIZON WIRELESS SERVICES, LLC, "Client employer[s]" within the meaning of Labor Code § 2810.3(a)(1)(A).

48. This claim is also premised on Defendants' failure to pay wages in a lawful manner as described above, making the wage statements it issued to Aggrieved Employees inaccurate in violation of Labor Code 226.

49. This claim is also premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

**Derivative PAGA Claims.**

50. During all times relevant, Plaintiffs allege that pursuant to company policies and/or practices and/or directions implemented and enforced by Defendants, that Defendants failed to pay Aggrieved Employees their final paychecks immediately upon involuntary termination or within 72 hours of voluntary separation, and/or Defendants did not pay all final wages at the location of employment, and/or said final paychecks did not include all wages due to the employee in violation of California law.

51. As to the named Plaintiff's Labor Code §§ 201.3 and 203 claims, the

1 named Plaintiffs specifically allege that Plaintiffs did not receive all wages to which  
2 the Plaintiffs had the right to receive in a timely manner in an amount to be proven at  
3 trial.

4 52. To date, Plaintiffs are informed and believe, and therefore allege that  
5 Defendants have not paid Aggrieved Employees all wages due and payable, in an  
6 amount to be proven at trial in violation of Labor Code §§ 201.3, 203, and 256 via  
7 PAGA.

8 53. This claim is also premised, in part, on Plaintiffs' right to pursue all  
9 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*  
10 *Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

11 54. Based on the foregoing, Plaintiffs seek the remedies set forth in this  
12 Complaint.

13 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

14 55. This is a representative action filed pursuant to PAGA, §§ 2698, 2699  
15 that generally consists of the following group:

16 **All current or former employees who worked for the**  
17 **Defendants in the state of California from March 25, 2023**  
18 **to the present.**

19 56. All members of the represented group are referred to as the "Aggrieved  
20 Employees."

21 57. The "PAGA Period" means from **March 25, 2023** to the present.

22 58. California law provides that an employee may file an action against an  
23 employer for penalties in connection with violations of the Labor Code and Wage  
24 Orders provided the aggrieved employee file an action on behalf of him or herself and  
25 similarly situated current and former employees.

26 59. At all material times, Defendants and DOES 1 through 50 were and/or  
27 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved  
28 Employees' employer, within the meaning of California Labor Code § 558, and, as

1 such, are subject to penalties for each underpaid employee as set for in Labor Code §  
2 558.

3 60. As set forth in further detail below, based on the analysis and  
4 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent letters to the  
5 California Labor and Workforce Development Agency (LWDA) and to Defendants  
6 informing Defendants of their claims and intent to pursue litigation.

7 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

8 61. As to penalty claims under the PAGA, on **March 25, 2023**, Plaintiffs,  
9 via counsel, sent correspondence to the LWDA (via online filing) and Defendants via  
10 certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this  
11 Complaint.

12 62. The statutory waiting period for the above letter expired and the  
13 LWDA did not serve notice of its intent to assume jurisdiction over the applicable  
14 penalty claims or provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within  
15 the statutory period.

16 63. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies  
17 to pursue claims and remedies as authorized by the PAGA.

18 64. The Causes of Action alleged herein are appropriately suited for a  
19 representative action under the PAGA (Labor Code § 2698, *et seq.*) because:

- 20 a. This action involves allegations of violations of provisions  
21 of the California Labor Code that provide for a civil penalty  
22 to be assessed and collected by the LWDA or any  
23 departments, divisions, commissions, boards, agencies, or  
24 employees;
- 25 b. Plaintiffs are "aggrieved employees" because Plaintiffs were  
26 employed by the alleged violator and had one or more of the  
27 Labor Code violations alleged on this Complaint committed  
28 against them; and

c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

**FIRST CAUSE OF ACTION**

**Representative Claim for Civil Penalties  
Under California Labor Code §§ 2698, 2699, *et seq.* For  
Failure to Provide Access to Employee Personnel File  
and Payroll Records in Violation of  
California Labor Code §§ 226, 432, and 1198.5  
(Against all Defendants)**

65. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

66. California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to “afford current and former employees the right to inspect or copy records pertaining to their employment, upon a reasonable request to the employer...” and subdivision (c), requires employers to produce such records within “21 calendar days from the date of the request.”

67. Plaintiffs maintain the records requested fall within the meaning of Labor Code § 226 because, among other reasons, the requested documents are “records pertaining to [his] employment.”

68. California Labor Code § 432, subdivision (b), requires employers doing business in the State of California to provide current, former employees, and applicants copies of all written instruments they sign upon request.

69. Plaintiffs maintain the records requested fall within the meaning of Labor Code § 432 because some of the records requested constitute written instruments the Plaintiffs signed.

70. California Labor Code § 1198.5, *et seq.*, similarly provides current and former employees the right to inspect their employee personnel records and requires the employer to provide the employee access to such records no later than 30 calendar

1 days from the date the employer receives a written request.

2        71.        Plaintiffs maintain the records requested fall within the meaning of  
3 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiffs'  
4 personnel file within the meaning of Labor Code § 1198.5.

5        72.        As alleged above, Defendants did not provide Plaintiffs timely access  
6 to Plaintiffs' employee personnel files and/or the records to which Plaintiffs have the  
7 right to obtain within the meaning of the foregoing statutes in violation of the above  
8 described statutes.

9        73.        For the reasons alleged herein, Plaintiffs seek all available remedies  
10 pursuant to the PAGA all in an amount to be shown according to proof at trial.

11                    **SECOND CAUSE OF ACTION**

12                    **Representative Claim for Civil Penalties**

13                    **Under California Labor Code §§ 2698, 2699, *et seq.* for**

14                    **Failure to Pay Local/State Minimum/Regular Wages**

15                    **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1811,**  
16                    **1198, and the applicable Industrial Welfare Commission (IWC)**

17                    **Wage Order, and Where applicable the Local Min. Wage Ordinance**

18                    (Against all Defendants)

19        74.        Plaintiffs re-allege and incorporate by reference the foregoing  
20 allegations, as though set forth herein.

21        75.        Pursuant to Labor Code §§ 216, 218, 218.5, 225.5, 1194, 1197, 1197.1,  
22 and 1198, it is unlawful for a California employer to suffer or permit an employee to  
23 work without paying wages for all hours worked, as required by the applicable IWC  
24 Wage Order and, where applicable on public works projects, prevailing wage laws.

25        76.        During all times relevant, Defendants were required to pay Plaintiffs and  
26 other Aggrieved Employees their respective hourly rate for all hours worked and/or  
27 minimum wages and/or prevailing wages per state law or applicable local law.

28        77.        During all times relevant, at least one of the IWC Wage Orders applied

1 to Plaintiffs' employment with Defendants.

2 78. Pursuant to the applicable Wage Order, "hours worked" include the time  
3 during which an employee is "suffered or permitted to work, whether or not required  
4 to do so."

5 79. Under state and, where appropriate, local law, every employer must pay  
6 each nonexempt employee minimum wages. (*See, e.g.*, Los Angeles County  
7 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

8 80. Plaintiffs seek to recover penalties pursuant to the PAGA from the  
9 Defendants for violations of the foregoing laws during the proposed PAGA Period.

10 81. Labor Code § 1194 subdivision (a) permits an action to recover wages  
11 because of the payment of a wage less than the minimum wage "applicable to the  
12 employee" including attorneys' fees, costs, and interest.

13 82. At all material times, Defendants were and/or are Aggrieved Employees'  
14 employers or persons acting on behalf of Aggrieved Employees' employer, within the  
15 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil  
16 penalties for each underpaid employee as set for in Labor Code § 558.

17 83. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
18 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
19 period for the initial violation and two hundred (\$200.00) for each aggrieved  
20 employee per pay period for each subsequent violation in which Defendants violated  
21 the minimum wage and/or regular wage provisions of the Labor Code, including but  
22 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1194.2, 1197, and 1198  
23 the exact amount of the applicable penalty is all in an amount to be shown according  
24 to proof at trial.

25 84. For the reasons alleged herein, Plaintiffs seek all available remedies  
26 pursuant to the PAGA all in an amount to be shown according to proof at trial.

27  
28

**THIRD CAUSE OF ACTION**

**Representative Claim for Civil Penalties**

**Under California Labor Code §§ 2698, 2699, *et seq.* for  
Failure to Pay State Overtime and/or Double-Time Compensation  
in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,  
510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, 1198,  
and the Applicable IWC Wage Order**

(Against all Defendants)

85. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

86. California law requires an employer to pay each employee for the actual hours worked. (*See* Cal. Labor Code §§ 200, 226.)

87. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

88. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

89. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage.

90. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than twice the regular rate of pay for that employee.

91. Plaintiffs seek to recover penalties pursuant to the PAGA from the

1 Defendants for violations of the foregoing overtime laws during the proposed PAGA  
2 Period.

3 92. At all material times, Defendants were and/or are Aggrieved Employees'  
4 employers or persons acting on behalf of Aggrieved Employees' employer, within the  
5 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to  
6 penalties for each underpaid employee as set for in Labor Code § 558.

7 93. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
8 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
9 period for the initial violation and two hundred (\$200.00) for each aggrieved  
10 employee per pay period for each subsequent violation in which Defendants violated  
11 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558  
12 and 1194, the exact amount of the penalties sought is in an amount to be shown  
13 according to proof at trial.

14 94. For the reasons alleged herein, Plaintiffs seek all available remedies  
15 pursuant to the PAGA all in an amount to be shown according to proof at trial.

#### 16 **FOURTH CAUSE OF ACTION**

##### 17 **Representative Claim for Civil Penalties**

##### 18 **Under California Labor Code §§ 2698, 2699, *et seq.* for** 19 **Failure to Timely Pay Earned Wages in Violation of California** 20 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,** 21 **218.5, 218.6, 256, 1198, and the applicable Wage Order** 22 **(Against all Defendants)**

23 95. Plaintiffs re-allege and incorporate by reference the foregoing allegations  
24 as though set forth herein.

25 96. Pursuant to Labor Code § 201, "If an employer discharges an employee,  
26 the wages earned and unpaid at the time of discharge are due and payable  
27 immediately."

28 97. Pursuant to Labor Code § 201.3, temporary employment agencies must

1 pay temporary employees weekly.

2 98. Pursuant to Labor Code § 202, “If an employee not having a written  
3 contract for a definite period quits his or her employment, his or her wages shall  
4 become due and payable not later than 72 hours thereafter, unless the employee has  
5 given 72 hours previous notice of his or her intention to quit, in which case the  
6 employee is entitled to his or her wages at the time of quitting.”

7 99. Labor Code § 203 provides, in pertinent part: “If an employer willfully  
8 fails to pay, without abatement or reduction, ... any wages of an employee who is  
9 discharged or who quits, the wages of the employee shall continue as a penalty from  
10 the due date thereof at the same rate until paid or until an action therefore is  
11 commenced; but the wages shall not continue for more than 30 days. ...”

12 100. Pursuant to Labor Code § 204, “all wages ... earned by any person in  
13 any employment are due and payable twice during each calendar month, on days  
14 designated in advance by the employer as the regular paydays.”

15 101. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid  
16 employee during any calendar week and prior to or on the regular payday shall be  
17 paid for not later than the regular payday of the employer for such weekly-paid  
18 employee falling during the following calendar week.”

19 102. Defendants did not properly pay Plaintiff and potentially other  
20 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 201.3,  
21 202, 204 and/or 204b and thereby Plaintiffs seek the remedies sought in this  
22 Complaint.

23 103. At all material times, Defendants and DOES 1 through 50 were and/or  
24 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved  
25 Employees’ employer, within the meaning of California Labor Code § 558, and, as  
26 such, are subject to penalties for each underpaid employee as set for in Labor Code §  
27 558.

28 104. Plaintiffs seek to recover penalties pursuant to the PAGA from the

1 Defendants for any violations of the foregoing Labor laws during the proposed PAGA  
2 Period.

3 105. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
4 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
5 period for the initial violation and two hundred (\$200.00) for each aggrieved  
6 employee per pay period for each subsequent violation in which Defendants violated  
7 Labor Code §§ 201, 201.3, 202, 203, 204, 204b, and 256.

8 106. For the reasons alleged herein, Plaintiffs seek all available remedies  
9 pursuant to the PAGA all in an amount to be shown according to proof at trial.

10 **FIFTH CAUSE OF ACTION**

11 **Representative Claim for Civil Penalties**

12 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

13 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**  
14 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

15 (Against all Defendants)

16 107. Plaintiffs re-allege and incorporate by reference the foregoing allegations  
17 as though set forth herein.

18 108. Plaintiffs seek to recover penalties pursuant to the PAGA from the  
19 Defendants for any violations of Labor Code §§ 226.7, 512, and 1198 during the  
20 proposed PAGA Period.

21 109. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a  
22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period  
23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per  
24 pay period for each subsequent violation in which all culpable Defendants violated  
25 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in  
26 an amount to be shown according to proof at trial.

27 110. For the reasons alleged herein, Plaintiffs seek all available remedies  
28 pursuant to the PAGA all in an amount to be shown according to proof at trial.

**SIXTH CAUSE OF ACTION**

**Representative Claim for Civil Penalties**

**Under California Labor Code §§ 2698, 2699, *et seq.* for  
Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,  
and the applicable IWC Wage Order  
(Against all Defendants)**

111. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

112. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent part, that every employer shall, “semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number..., (8) the name and address of the legal entity that is the employer. . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. . . .” (Labor Code § 226 subdivision (a).)

113. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during the proposed PAGA Period.

114. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

115. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

### **SEVENTH CAUSE OF ACTION**

#### **Representative Claim for Civil Penalties**

#### **For Failure to Maintain Required Records in Violation of California Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

(Against All Defendants)

116. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

117. Section 7 of the typical Wage Order requires every employer to maintain time and payroll records.

118. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code § 1174 for failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number hours worked by the Plaintiffs.

119. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

120. For the reasons alleged herein, Plaintiffs seek all available remedies

pursuant to the PAGA all in an amount to be shown according to proof at trial.

**EIGHTH CAUSE OF ACTION**

**Representative Claim for Civil Penalties**

**Under California Labor Code §§ 2698, 2699, *et seq.* for**

**Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of  
California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

**(Against all Defendants)**

121. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

122. California Labor Code § 2802 requires employers to indemnify their employees for expenses and losses incurred while discharging their duties or obedience to the directions of their employer.

123. California Labor Code § 2804 prohibits waiver of this statutory right.

124. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code § 2802 for failing to reimburse employees for work-related expenses.

125. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

126. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

**NINTH CAUSE OF ACTION**

**Representative Claim for Civil Penalties**

**Under California Labor Code §§ 2698, 2699, *et seq.* for**

**Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, §§ 351-356, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

**(Against all Defendants)**

127. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

128. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.*, 23 Cal. App. 5th 745 (2018).

129. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of

1 the code may, as an alternative, be recovered through a civil action brought by an  
2 aggrieved employee on behalf of himself or herself and other current or former  
3 employees pursuant to the procedures specified in Labor Code § 2699.3.

4 130. Plaintiffs seek to recover penalties pursuant to the PAGA from the  
5 Defendants for any violations of the foregoing Labor Codes.

6 131. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,  
7 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,  
8 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,  
9 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,  
10 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,  
11 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351-356, and 403,  
12 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,  
13 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,  
14 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via  
15 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections  
16 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,  
17 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,  
18 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,  
19 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,  
20 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,  
21 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,  
22 6310, 6311, and 6399.7.

23 132. Labor Code § 558 establishes a civil penalty as follows: Any employer  
24 or other person acting on behalf of an employer who violates, or causes to be violated,  
25 a section of this chapter or any provision regulating hours and days of work in any  
26 order of the Industrial Welfare Commission (including the “Hours and Days of Work”  
27 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial  
28 violation, fifty dollars (\$50) for each underpaid employee for each pay period for

1 which the employee was underpaid in addition to an amount sufficient to recover  
2 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for  
3 each underpaid employee for each pay period for which the employee was underpaid  
4 in addition to an amount sufficient to recover underpaid wages; and (3) wages  
5 recovered pursuant to this section shall be paid to the affected employee.

6 133. Plaintiffs seek penalties for Defendants' conduct as alleged herein as  
7 permitted by law all in an amount to be shown according to proof at trial.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 10 1. For all remedies available to Plaintiffs under the applicable Industrial  
11 Welfare Commission Order and the Labor Code via § 2698, *et seq.* including  
12 but not limited to the recovery of civil penalties to the named Plaintiff and the  
13 Aggrieved Employees in an amount to be determined at trial;
- 14 2. That Plaintiff and/or Aggrieved Employees be awarded reasonable  
15 attorneys' fees where available by law, including but not limited to pursuant to  
16 Labor Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or other  
17 applicable laws; and
- 18 3. For such other and further relief as this Court may deem proper and  
19 just.

20 Dated: June 5, 2024

Law Office of Thomas D.  
Rutledge

22 By: Thomas D. Rutledge  
23 /s/Thomas D. Rutledge  
24 Attorney for Plaintiffs