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individually and on behalf of all others similarly situated

8
9 **IN THE SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 TYRONE JAMES JOHNSON, individually and
12 on behalf of all others similarly situated,

13 Plaintiff(s),

14 v.

15 CROWN ENERGY SERVICES, INC.; and
16 DOES 1 through 100,

17 Defendant(s).

Case No. **24STCV12896**

COMPLAINT

1. **Failure to Provide Compliant Rest Periods**
2. **Wage Statement Penalties**
3. **Violation of Unfair Competition Law**
4. **Private Attorneys General Act**

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19
20 **RELEVANT PARTIES**

- 21 1. Plaintiff TYRONE JAMES JOHNSON ("Plaintiff") is an adult resident of Los Angeles
22 County, California, and was at all times relevant residing in Los Angeles County, California.
- 23 2. Defendant CROWN ENERGY SERVICES, INC. ("Defendant") is a Texas corporation with
24 its principal place of business located in Fort Bend County. Defendant is registered to and does
25 conduct business in the State of California and is subject to the laws of the State of California. All
26 acts and omissions of Defendant employees as alleged herein occurred while they were acting
27 within the course and scope of their employment.

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1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Los Angeles because the acts and omissions that give rise to
11 Plaintiff’s claims took place in Los Angeles, and Defendants transact substantial business in this
12 County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in Los Angeles, California and Plaintiff suffered damages from such
15 conduct within Los Angeles, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from 1/12/2018 to present.

19 8. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were
20 regularly missed because Plaintiff was denied their rest breaks entirely by their supervisor even
21 when they inquired about them.

22 9. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
23 for these missed breaks at Plaintiff’s regular rate of pay.

24 10. Defendants failed to provide Plaintiff with accurate wage statements because the wage
25 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
26 other things.

27 11. Defendants are a temporary services employer as defined in Labor Code section 201.3 and
28 was therefore required to pay Plaintiff and the Aggrieved Employees on a weekly basis. However,

Defendants paid Plaintiff and the Aggrieved Employees on a bi-weekly basis in violation of the Labor Code.

PAGA ALLEGATIONS

12. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

13. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

14. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

15. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

16. On 3/13/24, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

17. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

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1 18. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior to 3/13/24,, through final
3 disposition of this action.”

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Compliant Rest Periods**

6 **By Plaintiff Against All Defendants**

7 19. Plaintiff incorporates by reference the paragraphs above.

8 20. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
9 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
10 per four hours or major fraction thereof.

11 21. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
12 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
13 5th 257, 269 (2016)).

14 22. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

15 23. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
16 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
17 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
18 11 Cal. 5th 858 (2021)).

19 24. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
20 break was missed.

21 25. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
22 penalties, attorney fees, and costs.

23 **SECOND CAUSE OF ACTION**

24 **Wage Statement Penalties**

25 **By Plaintiff Against All Defendants**

26 26. Plaintiff incorporates by reference the paragraphs above.

27 27. Labor Code section 226(a) requires employers to provide itemized wage statements to its
28 employees that identify accurate information regarding their compensation. Defendants, as a matter

of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

28. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

29. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

30. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

Violation of Unfair Competition Law

By Plaintiff Against All Defendants

31. Plaintiff incorporates by reference the paragraphs above.

32. Defendants' conduct described herein constitutes unfair competition.

33. Specifically, Defendants have gained an unfair advantage over other similarly situated businesses by unlawfully reducing their overhead costs by not paying their employees what they are owed.

34. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all wrongfully withheld wages.

35. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

FOURTH CAUSE OF ACTION

Private Attorneys General Act

By Plaintiff and the Aggrieved Employees Against All Defendants

36. Plaintiff incorporates by reference the paragraphs above.

37. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the violation(s) of the Labor Code.

38. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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39. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the penalties in Labor Code section 2699 apply.

40. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3 and 2699 apply.

41. With respect to violations of Labor Code section 201.3 for failure to pay Plaintiff and the Aggrieved Employees on a weekly basis, the penalties in Labor Code section 2699 apply.

42. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant to Labor Code section 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1ST Cause of Action

1. Damages and/or penalties pursuant to Labor Code section 226.7
2. Interest
3. Attorneys' fees
4. Costs
5. Other relief the court deems proper

2nd Cause of Action

1. Penalties pursuant to Labor Code section 226
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

3rd Cause of Action

1. Restitution of all wrongfully withheld wages
2. Attorneys' fees
3. Costs
4. Other relief the court deems proper

1 4th Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

6
7 DATED: May 22, 2024

FRONTIER LAW CENTER

8 /s/ Daniel Ginzburg

Daniel Ginzburg

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10 Attorneys for Plaintiff
11 TYRONE JAMES JOHNSON,
12 individually and on behalf of all others
13 similarly situated
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