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MATTHEW MENDOZA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MATTHEW MENDOZA, on behalf of
himself, the State of California, and all
Aggrieved Employees,

Plaintiff,

vs.

CORPORATE BROKERS, LLC dba
TENTIAL, a limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 25STCV09105

**REPRESENTATIVE ACTION
COMPLAINT:**

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

UNLIMITED CIVIL CASE

1 Plaintiff Matthew Mendoza (“Plaintiff”), on behalf of himself, the State of California, and
2 other aggrieved employees, hereby brings this Representative Action Complaint (“Complaint”)
3 against Corporate Brokers, LLC dba Tential; and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself, the State of California, and other aggrieved
7 employees, brings this Complaint for recovery of civil penalties under the Private Attorneys
8 General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Welfare Commission Wage
9 Order 4 (“Wage Order 4”). The monetary damages that Plaintiff seeks exceed this Court’s
10 jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
13 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in Los
14 Angeles County. Defendants own, maintain offices, transact business, have agent(s) within Los
15 Angeles County, and/or otherwise are found within Los Angeles County, Plaintiff worked for
16 Defendants in Los Angeles County, and Defendants are within the jurisdiction of this Court for
17 purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was, and currently is, a California resident. Plaintiff was employed by Defendants within
21 the statute of limitations periods applicable to each cause of action pled herein.

22 4. Plaintiff is informed and believes, and based thereon alleges, that during the statute
23 of limitations periods applicable to this action through the present, Defendants did (and continue
24 to do) business and employed Plaintiff and other aggrieved employees within, among other
25 counties, Los Angeles County and the State of California and, therefore, were (and are) doing
26 business in Los Angeles County and the State of California.

27 5. Plaintiff does not know the true names or capacities, whether individual, partner,
28 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said

1 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
2 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
3 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
4 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
5 and proximately caused Plaintiff and the other aggrieved employees to be subject to the unlawful
6 employment practices, wrongs, injuries and damages complained of herein.

7 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
8 herein, Defendants were and are the employers of Plaintiff and the other aggrieved employees.

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

16 8. At all times mentioned herein, Defendants, and each of them, were members of
17 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
18 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
19 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the other
20 aggrieved employees.

21 **REPRESENTATIVE ACTION ALLEGATIONS**

22 9. Defendants are a contract services firm that serves as a consultant, representative,
23 contractor, or subcontractor to all manner of persons and organizations, providing the services of
24 Defendants' employees to their clients on a temporary, contract, or project basis. Plaintiff was
25 employed by Defendants as a non-exempt IT Inventory Specialist from approximately March
26 2023 until approximately October 9, 2023.

27 10. During his employment with Defendants, Plaintiff and other aggrieved employees
28 were instructed to submit weekly "timesheets" that included only the total number of hours

1 worked in each workday. The timesheets did not include any place to include their clock-in or
2 clock-out times, or the times that they took meal periods. Indeed, Defendants did not provide
3 Plaintiff or other non-exempt aggrieved employees with a mechanism to record their clock-
4 in/clock-out times or their meal periods. As a result, Defendants have failed to record non-exempt
5 employees' work periods or meal periods, and have therefore failed to comply with Wage Order
6 4, section 7(A), which requires employers to maintain accurate information with respect to each
7 employee, including "Time records showing when the employee begins and ends each work
8 period. Meal periods...shall also be recorded." Defendants have therefore violated Labor Code
9 §§ 1174, 1198, and 1199, which require employers to maintain accurate records of hours worked
10 and prohibit employers from violating the mandates of the Wage Orders.

11 11. In addition, Defendants have required Plaintiff and other aggrieved employees to
12 use their personal cell phones and/or other personal electronic devices for work-related purposes,
13 without providing any reimbursement for the use of those devices. For example, Defendants have
14 required Plaintiff and other aggrieved employees to submit their timesheets mentioned above on
15 a weekly basis, and to do so using their personal cell phone or other personal Internet-enabled
16 device. Plaintiff and other aggrieved employees were also required to use their personal cell
17 phones to participate in a work group chat on a daily basis. Yet Defendants have failed to provide
18 any reimbursement for the use of personal devices for work-related purposes, in violation of
19 Labor Code § 2802 *et seq.*

20 12. Defendants have also failed to pay all earned wages at the time of termination of
21 employment. For example, Plaintiff was terminated on or about October 9, 2023, yet, on
22 information and belief, Defendants did not pay Plaintiff his final paycheck until on or about
23 October 20, 2023, roughly 11 days after his termination. As a result, Defendants have violated
24 Labor Code §§ 201-203, which require employers to pay an employee's final wages immediately
25 upon termination, and within 72 hours if an employee quits without providing 72 hours' notice.

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1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEY GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 13. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 14. Defendants have committed several Labor Code violations against Plaintiff and
6 other aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor
7 Code § 2698 *et seq.* and, acting on behalf of himself and other aggrieved employees, brings this
8 representative action against Defendants to recover the civil penalties due to Plaintiff, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
10 2699 *et seq.*, based on the following Labor Code violations:

11 a. Failing to reimburse Plaintiff and other aggrieved employees all necessary
12 business expenditures in violation of Labor Code § 2802, 2804, and 1198;

13 b. Failing to maintain accurate records in violation of Labor Code §§ 1174,
14 1198, and 1199; and

15 c. Failing to pay Plaintiff and other aggrieved former employees all final wages
16 due at the end of their employment in violation of Labor Code §§ 201-203.

17 15. On April 5, 2024, Plaintiff notified Defendants via certified mail, and notified the
18 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
19 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
20 under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor
21 Code identified in Paragraph 14 (a)-(c) above. Now that sixty-five days have passed from Plaintiff
22 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
23 that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements
24 for bringing a claim under the Private Attorneys General Act with respect to these violations.¹

25 16. Based on the foregoing, Plaintiff seeks to represent himself, the State of California,
26 and all aggrieved employees, as defined by Labor Code § 2699(c), which includes all current and
27

28 ¹ Plaintiff also entered into a tolling agreement with Defendants that tolled Plaintiff’s claims
herein through April 29, 2025.

1 former employees who worked for Defendants in California at any time from one year prior to
2 the submission of Plaintiff's PAGA notice through the date agreed upon by the parties as part of
3 any settlement that is approved by the Court or, in the absence of a settlement, the date of any
4 judgment entered by the Court.

5 17. Plaintiff was compelled to retain the services of counsel to file this court action to
6 protect his own interests and the interests of other aggrieved employees and the State of
7 California, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby
8 incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code §
9 2699(k).

10 **PRAYER**

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

13 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
14 employees, and the State of California according to proof pursuant to Labor Code § 2699 *et seq.*;

15 2. On all causes of action, for attorney's fees and costs as provided by Labor Code §
16 2699(k) and Code of Civil Procedure § 1021.5; and

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

18
19 Dated: March 27, 2025

Respectfully submitted,
MARQUEE LAW GROUP, A.P.C.

20
21 By:



Tuvia Korobkin
Attorneys for Plaintiff