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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

MORGAN KEELING, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

I DOUBLE ON NINE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: [24CECG03172](#)

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff MORGAN KEELING (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant I DOUBLE ON NINE, INC. and
6 DOES 1 through 10 (I DOUBLE ON NINE, INC. and DOES 1 through 10 are collectively referred
7 to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
8 Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours
9 worked (including minimum, straight time, and overtime wages), failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure
11 to maintain accurate records of hours worked and meal periods, failure to furnish accurate wage
12 statements, and failure to indemnify for necessary expenditures.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and his or
16 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
17 employees are promptly paid the minimum/overtime wages that the Legislature has required for
18 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
19 criminalized certain types of violations. In extending extra protection to deter violations of these
20 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution, or
21 other damages other than civil penalties—California has enacted the PAGA to permit an individual
22 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

23 3. All California employees during the relevant statutes of limitations who are or were
24 harmed by Defendant’s illegal practices are “Aggrieved Employees.” The Aggrieved Employees
25 worked for Defendant as hourly-paid or non-exempt employees within the applicable statutory
26 period.

27 4. Plaintiff brings this action against Defendants seeking only to recover penalties on
28 behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of

1 California. Plaintiff does not seek to recover anything other than penalties as permitted by
2 California Labor Code Section 2699 at this time. To the extent that statutory violations are
3 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
4 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
5 declaratory relief, and injunctive relief for herself and all Aggrieved Employees as permitted by
6 the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and
8 establishment within the State of California, including Fresno County. As such and based upon all
9 the facts and circumstances incident to Defendants' business in California, Defendants are subject
10 to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"),
11 and the California Business & Professions Code.

12 6. On information and belief, Defendants, and each of them were on actual and
13 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
14 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
15 willful and deliberate.

16 7. At all relevant times, Defendants were and are legally responsible for all of the
17 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
18 foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further,
19 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
20 the doctrine of "respondeat superior".

21 **THE PARTIES**

22 **A. Plaintiff**

23 8. Plaintiff MORGAN KEELING is a resident of Fresno County, California who
24 worked for Defendants in Fresno County, California as an hourly-paid, non-exempt employee from
25 approximately December 2019 to approximately May 2023.

26 **B. Defendants**

27 9. Plaintiff is informed and believes, and based upon that information and belief
28 alleges, that Defendant I DOUBLE ON NINE, INC. is, and at all times herein mentioned, was:

1 (a) A California corporation qualified to do business and conducting business
2 in numerous counties throughout the State of California, including in Fresno
3 County; and

4 (b) The former employer of Plaintiff and the current and/or former employer of
5 the Aggrieved Employees because Defendant I DOUBLE ON NINE, INC.
6 suffered and permitted Plaintiff and the Aggrieved Employees to work,
7 and/or controlled their wages, hours, or working conditions.

8 10. Plaintiff does not know the true names or capacities of the persons or entities sued
9 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
10 of the Doe Defendants was in some manner legally responsible for the damages suffered by
11 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
12 forth the true names and capacities of these Defendants when they have been ascertained, together
13 with appropriate charging allegations, as may be necessary.

14 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
15 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
16 injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
17 California.

18 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
19 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
20 other employees and exercised control over their wages, hours, and working conditions. Plaintiff
21 is informed and believes and thereon alleges that, at all relevant times, each Defendant was the
22 principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary,
23 affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of
24 the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise
25 for profit, and bore such other relationships to some or all of the other Defendants so as to be liable
26 for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and
27 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
28 alleged above, that each Defendant knew or should have known about, and authorized, ratified,

1 adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

2 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 13. Plaintiff worked for Defendants in Fresno County, California from approximately
4 December 2019 to approximately May 2023. At all times, Defendants paid Plaintiff an hourly
5 wage and classified her as non-exempt from overtime.

6 14. Throughout Plaintiff's employment, Defendants committed numerous labor code
7 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
8 typical and illustrative.

9 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and**
10 **Overtime Wages**

11 15. Under California law, an employer must pay for all hours worked by an employee.
12 "Hours worked" is the time during which an employee is subject to the control of an employer and
13 includes all the time the employee is suffered or permitted to work, whether or not required to do
14 so.

15 16. Labor Code § 510 provides that employees in California shall not be employed more
16 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
17 compensation beyond their regular wages in amounts specified by law.

18 17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
19 be employed more than eight hours in any workday unless they receive additional compensation
20 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
21 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

22 18. Throughout the statutory period, Defendants maintained a policy and practice of not
23 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
24 time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work
25 "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees
26 to perform work during unpaid meal periods and after clocking for the workday. Some of this
27 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
28 Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved

1 Employees worked.

2 **B. Failure to Provide Meal Periods**

3 19. Under California law, employers have an affirmative obligation to relieve
4 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
5 start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute,
6 duty-free meal period no later than the start of the eleventh hour of work in a workday. Further,
7 employees are entitled to be paid one hour of additional wages for each workday they were not
8 provided with all required meal period(s).

9 20. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
10 and the Aggrieved Employees with their legally mandated meal periods. Defendants regularly, but
11 not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
12 hours a day without providing an uninterrupted and duty-free meal period for every five hours of
13 work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were
14 not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants
15 continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring,
16 or encouraging them to perform work tasks which could not be completed without working in lieu
17 of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees
18 permission to take a meal period. Accordingly, Defendants' policy and practice was not to provide
19 meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

20 21. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
21 additional wages for each workday he or she was not provided with all required meal period(s).
22 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
23 wages to which they were entitled for meal periods that were not provided.

24 **C. Failure to Authorize and Permit Rest Periods**

25 22. Employers are required by California law to authorize and permit breaks of ten
26 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
27 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
28 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself

1 a violation of California's rest break laws.

2 23. Throughout the statutory period, Defendants have wrongfully failed to authorize
3 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.
4 Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four
5 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
6 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
7 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
8 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
9 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
10 could not be completed without working in lieu of taking mandatory rest periods, or by denying
11 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
12 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
13 rest periods in compliance with California law.

14 24. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
15 additional wages for each workday he or she was not authorized and permitted to take all required
16 rest periods. Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
17 the additional wages to which they were entitled for rest periods and that they were not authorized
18 and permitted to take.

19 **D. Failure to Pay All Earned Wages Twice Per Month**

20 25. Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as
21 discussed above, Defendants also violated Labor Code § 204.

22 26. Labor Code § 204 requires employers to pay employees all earned wages two times
23 per month. Throughout the statute of limitations period applicable to this cause of action,
24 employees were entitled to be paid twice a month at their regular rates, including all meal period
25 premium wages owed, rest period premium wages owed, and wages owed for overtime hours
26 worked. However, during all such times, Defendants systematically failed and refused to pay the
27 employees all wages due, and failed to pay those wages twice a month, in that employees were not
28 paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not

1 authorized and permitted by Defendants, and all wages for all hours worked. As a result,
2 Defendants owe employees the legally required wages not paid, and Plaintiff and the Aggrieved
3 Employees suffered damages in those amounts.

4 **E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

5 27. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to
6 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
7 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
8 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
9 keep time records showing when the employee begins and ends each work period. Meal periods
10 and total hours worked daily shall also be recorded.

11 28. Defendants, however, failed to maintain accurate records of hours worked and all
12 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

13 29. Defendants' failure to provide and maintain records required by the California
14 Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the
15 ability to know, understand and question the accuracy and frequency of meal periods, and the
16 accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
17 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
18 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
19 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
20 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
21 seeking to compel Defendants to fully perform its obligation under state law, all to their respective
22 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
23 comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
24 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
25 understanding, and disputing the wage payments paid to them.

26 **F. Failure to Timely Pay All Wages at Termination**

27 30. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
28 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if

1 an employee voluntarily leaves his or her employment, his or her wages shall become due and
2 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
3 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
4 to his or her wages at the time of quitting.

5 31. Within the applicable statute of limitations, the employment of Plaintiff and many
6 other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
7 employment of others will be terminated. However, during the relevant time period, Defendants
8 failed, and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without
9 abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of
10 discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These
11 unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime
12 wages), missed meal period premium wages, and missed rest period premium wages.

13 32. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
14 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
15 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
16 at the same rate until paid or until an action is commenced; but the wages shall not continue for
17 more than thirty (30) days.

18 33. Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from
19 Defendants their additionally accruing wages for each day they were not paid, at their regular
20 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

21 **G. Failure to Furnish Accurate Itemized Wage Statements**

22 34. Labor Code § 226(a) provides that every employer shall furnish each of his or her
23 employees an accurate itemized wage statement in writing showing nine pieces of information,
24 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
25 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
26 deductions, provided that all deductions made on written orders of the employee may be aggregated
27 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
28 employee is paid, (7) the name of the employee and the last four digits of his or her social security

1 number or an employee identification number other than a social security number, (8) the name
2 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
3 during the pay period and the corresponding number of hours worked at each hourly rate by the
4 employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code
5 § 226(e)(2)(B)(iii).)

6 35. The statute further provides: “An employee suffering injury as a result of a knowing
7 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
8 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
9 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
10 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
11 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

12 36. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
13 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
14 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
15 that were not provided in accordance with California law, and correct wages for rest periods that
16 were not authorized and permitted to take in accordance with California law).

17 37. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
18 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff
19 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
20 actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate
21 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

22 **H. Failure to Indemnify for Necessary Expenditures**

23 38. Labor Code § 2802(a) provides that employers shall indemnify his or her employees
24 for all necessary business expenditures or losses that have been incurred by the employees in direct
25 discharge of his or her duties. Throughout the statute of limitations period applicable to this cause
26 of action, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses
27 that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved
28 Employees regularly paid out-of-pocket for necessary employment-related expenses, including,

1 without limitation, work attire, use of personal cell phones, and use of personal vehicles. Plaintiff
2 and the Aggrieved Employees incurred substantial expenses as a direct result of performing their
3 job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved
4 Employees for these employment-related expenses.

5 **FIRST CAUSE OF ACTION**

6 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
7 **2004, Cal. Lab. Code § 2698 et seq.)**

8 39. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
9 fully set forth herein.

10 40. At all times herein mentioned, Defendants were subject to the Labor Code of the
11 State of California and the applicable IWC Orders.

12 41. California Labor Code § 2699(a) specifically provides for a private right of action
13 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
14 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
15 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
16 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
17 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
18 former employees pursuant to the procedures specified in Section 2699.3.”

19 42. Plaintiff has exhausted her administrative remedies pursuant to California Labor
20 Code § 2699.3. On May 22, 2024, she gave written notice by online filing to the Labor and
21 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
22 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
23 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
24 the filing fee on May 22, 2024. Plaintiff’s PAGA case number is LWDA-CM-1029977-24
25 (*Morgan Keeling v. I Double On Nine, Inc., et al.*).

26 43. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
27 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code
28 § 2699.3(d).)

44. Sixty-five (65) days has elapsed since Plaintiff provided notice, but the LWDA has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

45. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of the State of California and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

46. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify for necessary expenditures;

2. An award of civil penalties on behalf of herself and all similarly aggrieved employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

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1 6. Such other and further relief that the Court deems proper.

2
3 Respectfully submitted,

4 Dated: July 26, 2024

5 **WILSHIRE LAW FIRM**

6
7 By: 

8 Justin F. Marquez
9 Arrash T. Fattahi
10 Arman A. Salehi

11 Attorneys for Plaintiff
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