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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JOSE FELIX, an individual, on behalf of)
the State of California and aggrieved)
employees pursuant to the Private)
Attorneys General Act (PAGA))

Plaintiffs,

vs.

ALLSTATE INSURANCE COMPANY,)
an Illinois corporation; SIGNATURE)
MOTOR CLUB OF CALIFORNIA,)
INC., a California corporation;)
ALLSTATE MOTOR CLUB, INC., a)
California corporation; and DOES 1)
through 50,)

Defendants.

Case No.: 37-2024-00029722-CU-OE-CTL

**COMPLAINT VIA THE PAGA
FOR:**

- 1. Failure to pay
minimum/regular wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Pay Wages Timely;**
- 4. Failure to Comply with Meal
and Rest Break Laws;**
- 5. Failure to Provide Accurate
Wage Statements;**
- 6. Failure to Provide and
Maintain Records;**
- 7. Failure to Reimburse
Expenses;**
- 8. Sick Pay Violations; and**
- 9. Violations of Various
Miscellaneous Provisions of the
Labor Code via the PAGA.**

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7 Attorneys for Plaintiffs

8 Plaintiff JOSE FELIX, on behalf of the State of California and acting for the
9 interests of other current and former employees (“Aggrieved Employees” or
10 “Plaintiffs”), allege the following:

11 **NATURE OF THE ACTION**

12 1. Plaintiff is not suing in his individual capacity; he is proceeding herein
13 solely under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor
14 Code §§ 2698, *et seq.*, seeking civil penalties on behalf of the State of California and
15 for all Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal. 5th 1104
(2023); *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024).

16 **JURISDICTION AND VENUE**

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

20 3. This Court has jurisdiction over the Defendants because each is an
21 association, corporation, business entity, or individual that conducts substantial
22 business in the State of California.

23 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
24 proper in the Superior Court of California for the County of San Diego because
25 Defendants are doing business in the County of San Diego, California and because
26 PAGA enforcement actions are not limited to the county in which Aggrieved
27 Employees performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60
28

1 Cal. App. 5th 1069, 1075 (2021) (in a PAGA action, a plaintiff is not limited to the
2 county in which he or she performed work).

3 **THE PARTIES**

4 5. Plaintiff JOSE FELIX is an individual and resident of California, County
5 of San Diego.

6 6. Defendant ALLSTATE INSURANCE COMPANY is an Illinois
7 corporation doing business in California, County of San Diego.

8 7. Defendant SIGNATURE MOTOR CLUB OF CALIFORNIA, INC. is a
9 California corporation doing business in California, County of San Diego.

10 8. Defendant ALLSTATE MOTOR CLUB, INC. is a California corporation
11 doing business in California, County of San Diego.

12 9. The true names and capacities, whether individual, corporate, associate or
13 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
14 Plaintiffs at this time. Plaintiffs therefore sues said Defendants by such fictitious names
15 pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave
16 to amend this Complaint to allege the true names and capacities of DOES 1 through 50
17 when their names are ascertained. Plaintiffs are informed and believe, and based
18 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs
19 for the events and actions alleged herein.

20 10. Unless otherwise specified by name, the named Defendants and DOES 1
21 through 50 will be collectively referred to as "DEFENDANT EMPLOYER" and/or
22 "Defendants."

23 11. Plaintiffs are informed and believe, and based thereon allege, that each
24 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter
25 ego for each of the other Defendants and each were co-conspirators with respect to the
26 acts and the wrongful conduct alleged herein so that each is responsible for the acts of
27 the other pursuant to the conspiracy and in proximate connection with the other
28 Defendant(s).

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

13. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants was an agent, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants and was at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them is jointly and severally liable to Plaintiffs.

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

15. Plaintiffs are informed and believe, and based thereon allege, that each of the named Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or joint employer of the Plaintiffs/Class Members making each of them liable for the wage and hour violations alleged herein.

16. Plaintiffs are informed and believe, and therefore allege, that one, more than one, or each of the named Defendants are liable to the Plaintiffs under legal theories and doctrines including but not limited to (1) the common law joint employer doctrine and/or (2) Labor Code § 2810.3 because at least one of these named Defendants worked as the central hub to an overall business operation by which the interrelationship between these Defendants makes each of the Defendants liable for the wage and hour violations alleged herein.

GENERAL ALLEGATIONS

17. Defendants are in the insurance business.

18. During all times relevant, Defendants hired and employed the named

1 Plaintiff as a nonexempt worker.

2 19. The named Plaintiff is an “aggrieved employee” within the meaning of
3 the PAGA because Defendants employed Plaintiffs in California and Plaintiffs
4 experienced one or more of the alleged Labor Code violations committed against the
5 Plaintiff, and therefore the named Plaintiff is properly suited to act on behalf the state,
6 and collect civil penalties for all violations committed against the Aggrieved
7 Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

8 20. California law provides that an aggrieved employee may file a
9 representative action under the PAGA against an employer for civil penalties in
10 connection with violations of the Labor Code and Wage Order.

11 21. On information and belief, current and former employees of Defendants
12 suffered from Defendants’ Labor Code violations.

13 **Minimum Wage/Regular Wage claims.**

14 22. During all times relevant, Plaintiffs are informed and believe and thereon
15 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
16 EMPLOYER paid Aggrieved Employees wages at less than the rate required under
17 state, federal, and local law.

18 23. Plaintiffs are informed and believe and thereon allege that Defendants, for
19 example, Defendants encouraged Aggrieved Employees to work off the clock to meet
20 deadlines and employer demands that could not be accomplished during normal
21 working hours, thus causing Aggrieved Employees to work off the clock depriving
22 Aggrieved Employees from compensation.

23 24. Plaintiff and Aggrieved Employees must complete a certain number of
24 claims or inspections in their scheduled hours, and face pressure from Defendant to
25 meet the number of claims within the allotted hours during their shift, which often
26 causes the Adjusters to work while off-the-clock before the beginning of their paid time
27 and after the end of their paid time for their shifts.

28 25. Failure to meet Defendant’s claim requirements within scheduled

1 hours negatively impacts the performance metrics of Plaintiff and Aggrieved
2 Employees, which can result in negative employment consequences up to and including
3 disciplinary action.

4 26. In some instances, Plaintiff and Aggrieved Employees begin the workday
5 prior to the start of their paid scheduled shifts to perform work activities which
6 include, among other tasks, handling claims and calling customers and repair shops.

7 27. This time worked is unpaid.

8 28. Moreover, under Defendants' company-wide practice, Defendants require
9 Plaintiff and Aggrieved Employees to use Defendants' online system to submit
10 claims and other documentation, and perform other claims activity, in real time.

11 29. Therefore, Defendants know or should know that work is being performed
12 without compensation.

13 30. Plaintiff and Aggrieved Employees continue working after their shift ends
14 to complete tasks including, but not limited to, submitting paperwork and claims, and
15 taking escalated customer calls.

16 31. These tasks are completed while being logged into Defendants' online
17 system and are tracked in real time.

18 32. Plaintiff and Aggrieved Employees are not compensated for this time
19 that Defendants require and/or permits them to work. Again, Defendants know or
20 should know that work is being performed without compensation.

21 33. Defendants also require Plaintiff and Aggrieved Employees to work off-
22 the-clock to attend meetings, outside of their scheduled shifts and without pay.

23 34. In addition to claims and/or inspections quotas, Defendants utilize a
24 performance rating system that tracks volume, efficiency, and customer satisfaction in
25 answering customer phone calls.

26 35. As a result, Plaintiff and Aggrieved Employees take customer calls before,
27 during, and after scheduled shifts and must be available during their unpaid meal breaks
28 as a means of keeping their performance metrics high.

1 36. All this time that Defendants require Plaintiff and Aggrieved
2 Employees to work without compensation deprives them of substantial amounts of
3 pay to which they are entitled under California law, including overtime premium pay
4 for hours worked in excess of 8 in a workday or 40 in a workweek.

5 37. Plaintiffs are also informed and believe and thereon allege that Defendants
6 used a timekeeping system whereby Defendants rounded down Aggrieved Employees'
7 worktime, resulting in lost wages in an amount to be determined at trial.

8 38. As a result of the foregoing, Defendants refused to pay Aggrieved
9 Employees for the above-described hours at their regular rate or minimum wage rate in
10 an amount to be determined at trial.

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

14 **Failure to Pay State Overtime.**

15 40. During all times relevant, Plaintiffs are informed and believe and thereon
16 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
17 EMPLOYER failed to pay Aggrieved Employees state overtime compensation and/or
18 the correct amount of overtime and sick pay compensation.

19 41. This claim is generally premised on the facts described above, but when
20 Aggrieved Employees also had the right to overtime compensation, Defendants failed
21 to pay Aggrieved Employees overtime in an amount to be proven at trial.

22 42. Further, Plaintiffs are informed and believe and thereon allege that
23 DEFENDANT EMPLOYER failed to pay Aggrieved Employees for the right amount
24 of overtime and sick pay due to Defendants' failure to include "incentive pay" into
25 Aggrieved Employees' regular rate of pay for overtime and/or sick pay purposes in an
26 amount to be proven at trial.

27 43. This claim is also premised on Plaintiffs' right to pursue all Labor Code
28 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA,*

1 *Inc.*, 23 Cal. App. 5th 745 (2018).

2 **Meal and Rest Break Claims.**

3 44. During all times relevant, Plaintiffs are informed and believe and thereon
4 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
5 EMPLOYER failed to authorize and/or permit Aggrieved Employees to take all their
6 compliant off-duty meal and rest breaks during the required timeframe as required by
7 law and failed to pay them premium pay, in an amount to be proven at trial.

8 45. Plaintiffs are informed and believe and thereon allege that when
9 Aggrieved Employees worked more than five and/or ten hours in a workday, they were
10 deprived their right to take lawful meal breaks and Defendants failed to pay them
11 premium pay for the missed or noncompliant meal breaks, in an amount to be proven
12 at trial.

13 46. By way of example, Plaintiffs are informed and believe and thereon allege
14 that Aggrieved Employees clocked out for meal breaks but would many times continue
15 working, thus unlawfully depriving them of an uninterrupted meal break.

16 47. As for rest breaks, because of Defendants' policy, practice, and work
17 demands, Defendants prevented Aggrieved Employees from taking all their
18 uninterrupted rest breaks to which they had the right to enjoy, in an amount to be
19 proven at trial, and Defendants failed to pay them premium pay as required under
20 California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

21 48. The foregoing are examples of what Plaintiffs believe are many instances
22 of how Defendants prevented Plaintiffs/Aggrieved Employees from taking their lawful
23 breaks.

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

27 **Failure to Reimburse.**

28 50. During all times relevant, Plaintiffs are informed and believe and thereon

1 allege that pursuant to company policy and/or practice and/or direction, DEFENDANT
2 EMPLOYER required Aggrieved Employees to incur various work-related expenses
3 which were never reimbursed.

4 51. Plaintiffs are informed and believe and thereon allege the unreimbursed
5 purchases the named Plaintiffs and Aggrieved Employees were required to make to
6 perform their work include, but are not limited to cell phone, home internet, home
7 utilities, and cell phone data, among other things. *See Cochran v. Schwan's Home*
8 *Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when employees must
9 use their personal cell phones for work-related calls, Labor Code section 2802
10 requires the employer to reimburse them. Whether the employees have cell phone
11 plans with unlimited minutes or limited minutes, the reimbursement owed is a
12 reasonable percentage of their cell phone bills.")

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

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

17 53. During all times relevant, and pursuant to company policy and/or practice
18 and/or direction and continuing to the present, and pursuant to company policy and/or
19 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
20 Defendants issued confusing and inaccurate wage and earning statements to Aggrieved
21 Employees in violation of Labor Code § 226.

22 54. Plaintiffs allege Aggrieved Employees' paystubs were inaccurate because
23 Defendants failed to pay them all wages, as alleged above, supporting a derivative
24 claim under Labor Code § 226.

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

1 **Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, 256,**
2 **etc.**

3 56. During all times relevant and pursuant to the above-mentioned policies,
4 Plaintiffs are informed and believe and thereon allege that DEFENDANT
5 EMPLOYER failed to pay all wages to which Aggrieved Employees had the right to
6 receive under the law in a timely manner.

7 57. As to the named Plaintiffs specifically, as alleged above Defendants failed
8 to timely pay Plaintiffs wages in violation of the Labor Code including but not limited
9 to §§ 201-203, and 204.

10 58. Derivative claims are also premised on Plaintiffs' right to pursue all Labor
11 Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
12 *USA, Inc.*, 23 Cal. App. 5th 745 (2018).

13 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

14 59. This is a PAGA enforcement action filed pursuant to Labor Code §§
15 2698, 2699 that generally consists of the following group:

16 **All persons Defendants employed in the State of California**
17 **from June 24, 2023 to the present.**

18 60. All members of the above group will be referred to as the "Aggrieved
19 Employees."

20 61. The "PAGA Period" means from **June 24, 2023** to the present, the
21 timeframe where the scope of statute allows Plaintiffs to recover penalties.

22 62. California law provides that an employee may file an action against an
23 employer to recover penalties for violations of the Labor Code and Wage Orders
24 provided the aggrieved employee files an action on behalf of him/her or herself/himself
25 and similarly-situated current and former employees.

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

1 who violated or caused to be violated, a section of Part 2, Chapter 1 of the California
2 Labor Code or any provision regulating hours and days of work in any Order of the
3 Industrial Welfare Commission and, as such, are subject to penalties for each
4 underpaid employee as set for in Labor Code § 558.

5 64. As set forth in further detail below, because of the analysis and
6 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the
7 California Labor and Workforce Development Agency (LWDA) and to DEFENDANT
8 EMPLOYER informing DEFENDANT EMPLOYER of their claims and their intent to
9 pursue litigation.

10 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11 65. On or about **June 24, 2024**, Plaintiffs began to exhaust his/her
12 administrative remedies by sending correspondence to the LWDA and via certified
13 mail to DEFENDANT EMPLOYER indicating Plaintiffs are pursuing the claims
14 alleged in this Complaint pursuant to the PAGA.

15 66. By the time the statutory period for Plaintiffs expires from the first letter
16 alleged above, the LWDA likely will not have served Plaintiffs with notice of intent
17 to assume jurisdiction over the applicable penalty claims and did not provide notice as
18 set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period, but more to
19 follow as time expires before this Complaint is amended to report the actual facts.

20 67. Therefore, once the statutory waiting period expires based on the
21 presumed facts above, Plaintiffs will have exhausted all applicable administrative
22 remedies thus permitting Plaintiffs the ability to seek the penalty claims sought in this
23 Complaint.

1 **FIRST CAUSE OF ACTION**

2 **Representative Claim for PAGA Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
4 **Failure to Pay Local/State Minimum/Regular/Prevailing Wages**

5 **in Violation of California Labor Code §§ 1194, 1197, 1197.1,**
6 **1771, 1774, 1776, 1811, and 1815, 1198, and the applicable Industrial Welfare**
7 **Commission (IWC) Wage Order via § 1198, and**
8 **where applicable the Local Min. Wage Ordinance**

9 (Against all Defendants)

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

12 69. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
13 1815, and 1198, it is unlawful for a California employer to suffer or permit an
14 employee to work without paying wages for all hours worked, as required by the
15 applicable IWC Wage Order and, where applicable on public works projects,
16 prevailing wage laws.

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

20 71. During all times relevant, at least one of the IWC Wage Orders applied
21 to Plaintiffs' employment with Defendants.

22 72. Pursuant to the applicable Wage Order, "hours worked" include the time
23 during which an employee is "suffered or permitted to work, whether or not required
24 to do so."

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

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

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

3 75. Labor Code § 1194 subdivision (a) permits an action to recover wages
4 because of the payment of a wage less than the minimum wage “applicable to the
5 employee” including attorneys’ fees, costs, and interest.

6 76. At all material times, Defendants were and/or are Aggrieved Employees’
7 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
8 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil
9 penalties for each underpaid employee as set for in Labor Code § 558.

10 77. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
11 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
12 period for the initial violation and two hundred (\$200.00) for each aggrieved
13 employee per pay period for each subsequent violation in which Defendants violated
14 the minimum wage and/or regular wage provisions of the Labor Code, including but
15 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
16 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is
17 all in an amount to be shown according to proof at trial.

18 78. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
19 seek to recover from Defendants, and each of them, penalties, attorneys’ fees, and
20 costs incurred herein all in an amount to be shown according to proof at trial.

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

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

12 88. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from
13 Defendants, and each of them, penalties, attorneys’ fees, and costs incurred herein all
14 in an amount to be shown according to proof at trial.

15 **THIRD CAUSE OF ACTION**

16 **Representative Claim for PAGA Penalties**

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

21 (Against all Defendants)

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

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

27 91. Pursuant to Labor Code § 201.3, temporary employment agencies must
28 pay temporary employees weekly.

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

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

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

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

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

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

26 98. Plaintiffs seek to recover penalties pursuant to the PAGA from the
27 Defendants for any violations of the foregoing Labor laws during the proposed PAGA
28 Period.

99. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, 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 Defendants violated Labor Code §§ 201, 202, 203, 204, 204b, and 256.

100. Plaintiffs seek all waiting time penalties, interest, attorneys' fees, costs, damages, and other remedies pursuant to the PAGA in an amount to be proven at trial all in an amount to be shown according to proof at trial.

FOURTH CAUSE OF ACTION

Representative Claim for PAGA Penalties

**Under California Labor Code §§ 2698, 2699, *et seq.* for
Failure to Comply with the Meal and Rest Break Requirements Under Labor
Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

(Against all Defendants)

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

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

103. 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 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

104. Wherefore, Plaintiffs request all remedies available to them and to the Aggrieved Employees pursuant to the PAGA all in an amount to be shown according to proof at trial.

1 **FIFTH CAUSE OF ACTION**

2 **Representative Claim for PAGA Penalties**

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

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

9 106. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
10 pertinent part, that every employer shall, “semimonthly or at the time of each
11 payment of wages, shall furnish to his or her employees, either as a detachable part of
12 the check, draft, or voucher paying the employee's wages, or separately if wages are
13 paid by personal check or cash, an accurate itemized statement in writing showing (1)
14 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
15 piece-rate units earned and any applicable piece rate if the employee is paid on a
16 piece-rate basis, (4) all deductions, provided that all deductions made on written
17 orders of the employee may be aggregated and shown as one item, (5) net wages
18 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of his or her social security
20 number..., (8) the name and address of the legal entity that is the employer. . . , and
21 (9) all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee and, beginning July 1,
23 2013, if the employer is a temporary services employer as defined in Section 201.3,
24 the rate of pay and the total hours worked for each temporary services assignment. . .”
25 Labor Code § 226 subdivision (a).

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

108. 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.

109. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein under §§ 226, 226.3, and 226.6 all in an amount to be shown according to proof at trial.

SIXTH CAUSE OF ACTION

Representative Claim for PAGA 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)

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

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

112. 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.

113. 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

1 of the applicable penalty is all in an amount to be shown according to proof at trial.

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

4 **SEVENTH CAUSE OF ACTION**

5 **Representative Claim for PAGA Penalties**

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

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

9 (Against all Defendants)

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

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

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

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

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

25 120. 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.

1 **EIGHTH CAUSE OF ACTION**

2 **Representative Claim for Civil Penalties Under the PAGA for**
3 **Violations of Labor Code §§ 246 and 246(l) and**
4 **Municipal Paid Sick Leave Ordinances**

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

7 122. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law,
8 employers in California must provide employees with paid sick leave to be paid at a
9 specified rate of pay which must factor in additional earnings during a given pay
10 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
11 App. 5th 742 (2023).

12 123. Plaintiffs are informed and believe and therefore allege that Defendants
13 did not pay sick leave to Aggrieved Employees in violation of California law.

14 124. Defendants have failed to (1) provide paid sick leave; (2) include
15 required information about paid sick leave in wage notices and/or wage statements,
16 including without limitation information on the amount of paid sick leave hours
17 accrued; (3) provide required information about paid sick leave to employees,
18 including without limitation at the time of hire; (4) at the time of hire, provide
19 employees with written notice of the employer's name, address, and telephone
20 number; (5) provide required information about paid sick leave in English, Spanish,
21 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
22 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
23 statements, and therefore Defendants have violated one or more municipal sick leave
24 ordinances, including without limitation the sick leave ordinances of Berkeley,
25 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
26 Monica.

27 125. The PAGA imposes upon Defendants, and each of them, civil penalties
28 for violating Labor Code §§ 246 and 246(l).

1 126. Civil penalties under the PAGA are equitable in nature. *Nationwide*
2 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

3 127. 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, who violated or caused to be
6 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
7 regulating hours and days of work in any Order of the Industrial Welfare Commission
8 and, as such, are subject to penalties for each underpaid employee as set for in Labor
9 Code § 558.

10 128. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
11 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
12 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
13 employee for subsequent violations for all Labor Code provisions for which a civil
14 penalty is not specifically provided.

15 129. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
16 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
17 amount to be shown according to proof.

18 130. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
19 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
20 amount to be shown according to proof.

21 131. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
22 State of California and Aggrieved Employees seek to recover from Defendants, and
23 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
24 determined at trial.

1 **NINTH CAUSE OF ACTION**

2 **Representative Claim for PAGA Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
4 **for Violations of California Labor Code subdivision (k) of Section 96, Sections**
5 **98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209,**
6 **and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227,**
7 **227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
8 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, §§ 351-**
9 **356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435,**
10 **450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852,**
11 **921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153,**
12 **1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3,**
13 **Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298,**
14 **1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and**
15 **1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,**
16 **1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,**
17 **1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections**
18 **2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections**
19 **3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

20 (Against all Defendants)

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

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

26 134. Plaintiffs have sent their written notice to the LWDA and Defendants of
27 the specific sections of the California Labor Code Defendants violated and continue
28 to violate.

1 135. Plaintiffs will file an amended complaint once they have exhausted their
2 administrative remedies and are entitled to pursue claims and remedies as authorized
3 by PAGA.

4 136. Pursuant to Labor Code § 2699, any provision of the Labor Code that
5 provides for a civil penalty to be assessed and collected by the LWDA or any of its
6 departments, divisions, commissions, boards, agencies or employees for violation of
7 the code may, as an alternative, be recovered through a civil action brought by an
8 aggrieved employee on behalf of himself or herself and other current or former
9 employees pursuant to the procedures specified in Labor Code § 2699.3.

10 137. Plaintiffs seek to recover penalties pursuant to the PAGA from the
11 Defendants for any violations of the foregoing Labor Codes.

12 138. Plaintiffs are “aggrieved employees” because Plaintiffs were employed
13 by the alleged violator and had one or more of the alleged violations committed
14 against Plaintiffs, and therefore are properly suited to represent the interests of other
15 current and former Represented Employees.

16 139. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
17 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 132a,
18 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
19 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3,
20 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
21 subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351-356, and 403,
22 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
23 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
24 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
25 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections
26 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
27 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
28 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,

1 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
2 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
3 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,
4 6310, 6311, and 6399.7.

5 140. As to Labor Code §§ 96, 98.6, 132a, and 1102.5, *et seq.*, Plaintiff alleges
6 that Defendants discriminated and retaliated against the named Plaintiff because of
7 her workplace injury and Defendants' fear that Plaintiff would report Defendants to
8 governmental authorities.

9 141. Labor Code § 558 establishes a civil penalty as follows: Any employer
10 or other person acting on behalf of an employer who violates, or causes to be violated,
11 a section of this chapter or any provision regulating hours and days of work in any
12 order of the Industrial Welfare Commission (including the "Hours and Days of Work"
13 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
14 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
15 which the employee was underpaid in addition to an amount sufficient to recover
16 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
17 each underpaid employee for each pay period for which the employee was underpaid
18 in addition to an amount sufficient to recover underpaid wages; and (3) wages
19 recovered pursuant to this section shall be paid to the affected employee.

20 142. Plaintiffs seek penalties for Defendants' conduct as alleged herein as
21 permitted by law for every Labor Code provision currently on the books, all statutes
22 of which are incorporated herein by reference as though set forth in full.

23 143. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
24 attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other
25 current and former Represented Employees as alleged herein all in an amount to be
26 shown according to proof at trial.

27 **PRAYER FOR RELIEF**

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

- 1 1. That Defendants be found liable to the Plaintiffs;
- 2 2. For all remedies available to the Plaintiffs under the applicable
- 3 provisions of the Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.*
- 4 including an award of attorneys' fees, costs, interest, liquidated damages, damages,
- 5 penalties and waiting time penalties according to proof to the extent permitted by law;
- 6 3. For maximum civil penalties available under the Labor Code and
- 7 applicable Wage Order as described more particularly in this Complaint, including
- 8 but not limited to penalties pursuant to Labor Code § 558;
- 9 4. That Aggrieved Employees be awarded reasonable attorneys' fees where
- 10 available by law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*,
- 11 Code of Civil Procedure § 1021.5, and/or other applicable laws; and
- 12 5. For any other relief the Court may deem just, proper, and equitable.

13 Dated: June 24, 2024

Law Office of Thomas D.
Rutledge

15 By: Thomas D. Rutledge

16 /s/Thomas D. Rutledge

17 Attorney for Plaintiffs

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