



WORRELL LAW FIRM, APC

1717 Old Tustin Ave., Unit E
Santa Ana, CA 92705
(347) 991-9411
kcw@worrell-law.com

July 26, 2024

Via LWDA Website by Online Submission

California Labor & Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste 801

Oakland, CA 94612

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Via Certified Mail

Hanwha Impact Partners Inc. Agent for Service of Process: Inkyoon Jung 501 2 nd St., Suite 500 San Francisco, CA 94107	Hanwha Corp C/o: Inkyoon Jung 501 2 nd St., Suite 500 San Francisco, CA 94107
Hanwha Solutions USA Holdings Corporation Agent for Service of Process: CSC – Lawyers Incorporating Service Becky DeGeorge or other authorized agent RE: Hanwha Solutions USA Holdings Corporation 2710 Gateway Oaks Drive Sacramento, CA 95833	

Re: PAGA Notice Pursuant to California Labor Code § 2698, et seq.; Claims of Jacari F. Polk v. Hanwha Impact Partners Inc., et al.

Dear Representative:

PLEASE TAKE NOTICE that plaintiff Jacari F. Polk (“Plaintiff”) individually and

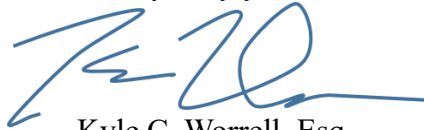
on behalf of all others similarly situated and representative, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice via online filing and certified mail, as appropriate, of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency (“LWDA”) and Defendants Hanwha Impact Partners Inc., a corporation, (including any and all affiliates, subsidiaries, parents, directors, officers, and managing employees) (collectively referred to as “HIP”), Hanwha Corp, a foreign corporation, (including any and all affiliates, subsidiaries, parents, directors, officers, and managing employees) (collectively referred to as “Hanwha Corp”), and Hanwha Solutions USA Holdings Corporation, a corporation, (including any and all affiliates, subsidiaries, parents, directors, officers, and managing employees) (collectively referred to as “Hanwha Solutions”), (collectively, “Defendants”).

Plaintiff hereby attaches a copy of the Complaint to be filed in Los Angeles County Superior Court. All labor provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Thank you in advance for your attention to this letter.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'K. Worrell', with a stylized flourish at the end.

Kyle C. Worrell, Esq.

Enclosure: Draft Complaint

1 **WORRELL LAW FIRM, APC**

Kyle C. Worrell (SBN 281287)

2 kcw@worrell-law.com

1717 Old Tustin Avenue, Unit E

3 Santa Ana, CA 92705

Telephone: (657) 232-1450

4 Fax: (657) 232-1430

5 Attorneys for Plaintiff

6 JACARI F. POLK

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 JACARI F. POLK, an individual, on behalf of
12 himself and in his representative capacity as a
private attorney general

13 Plaintiff,

14 vs.

15 HANWHA IMPACT PARTNERS INC., a
16 domestic corporation, HANWHA SOLUTIONS
17 USA HOLDINGS CORPORATION, a domestic
corporation, HANWHA CORP, a foreign
corporation, and DOES 1 through 100, inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No.:

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

(1) VIOLATION OF THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") [Lab. Code § 2698 *et seq.*]

JURY TRIAL DEMANDED

COMES NOW Plaintiff Jacari F. Polk (“POLK” or “Plaintiff”), individually and on behalf of other members of the general public who have been aggrieved, and as a private attorney general, who alleges and complains, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, as follows:

I. INTRODUCTION

1. Plaintiff and other Aggrieved Employees (defined below) were employed by Defendants (defined below) and worked for them throughout California, including Orange County, and San Francisco County, as exempt employees. Plaintiff worked for Defendants from approximately April 2022, through approximately July 2023.

2. Upon information and belief, HANWHA CORP aka HANWHA CORPORATION aka HANWHA GROUP (here, “HANWHA CORP”) is a foreign corporation, headquartered in Seoul, South Korea, operating as a conglomerate for multiple types of businesses globally. HANWHA (through its many affiliates and subsidiaries) employs many individuals throughout the United States, and many people in the state of California. Plaintiff is informed and believes that Defendants generally employs more than fifty (50) employees working within California.

3. Upon information and belief, HANWHA SOLUTIONS USA HOLDINGS CORPORATION (“HANWHA SOLUTIONS”) is domestic corporation, headquartered in San Francisco, California, operating as a subsidiary of HANWHA CORP and as a parent to HANWHA IMPACT PARTNERS INC. (“HIP”) and other subsidiary companies. HANWHA SOLUTIONS employs individuals throughout the United States, and many people in the state of California.

4. Upon information and belief, HIP is a domestic corporation, headquartered in California, operating as a subsidiary of HANWHA CORP and HANWHA SOLUTIONS. HANWHA CORP, HANWHA SOLUTIONS, and HIP are referred to here collectively as the HANWHA DEFENDANTS.

5. Plaintiff brings this action as a Representative Action on behalf of the LWDA and other aggrieved employees against the HANWHA DEFENDANTS, and DOES 1 through 100 (collectively “Defendants”) for PAGA penalties based on Defendants’: (a) failure to reimburse their current and former employees for their expenses incurred on behalf of the HANWHA DEFENDANTS in California for which they have not been fully or even partially reimbursed, (b) failure to track or pay all or some

1 vested vacation at the appropriate rate of pay, (c) failure to timely pay final wages at the appropriate rate
2 of pay, and (d) failure to timely respond to requests for employment records. As a result of the foregoing,
3 Defendants have violated California Labor Code section 2802, 227.3, 201-203, and 226, among other
4 Labor Code sections, as described below.

5 6. The “PAGA Period” is designated as the period from the date Plaintiff first provided
6 notice to Defendants of Plaintiff’s PAGA claims, through the present.

7 7. Defendants operate and, at all times during the PAGA Period, has done and does business
8 in California. Defendants, in the course of operating their businesses in California during the PAGA
9 Period, employed Plaintiff and the Aggrieved Employees.

10 **II. THE PARTIES**

11 8. Plaintiff is a resident of Orange County, California. Plaintiff worked for Defendants
12 throughout California, including doing work in Orange County, and occasionally other Counties
13 (including San Francisco County), as an exempt employee, from approximately April 2022 to July 2023.

14 9. Plaintiff represents the State of California and the following group of employees: all
15 California residents who are or were employed by Defendants and who suffered one or more of the same
16 violations of the Labor Code as described in this Complaint (the “Aggrieved Employees”).

17 10. Plaintiff is informed and believes that Defendant HANWHA CORP is and was a
18 corporation authorized to transact, and transacting, business in the State of California and County of
19 Orange. Plaintiff is informed and believes that Defendant HANWHA CORP generally employs more
20 than ten (10) employees working within California and that its employees work throughout California,
21 including Orange County, Los Angeles County, San Francisco County, and potentially other California
22 counties.

23 11. Plaintiff is informed and believes that Defendant HANWHA SOLUTIONS is and was a
24 corporation authorized to transact, and transacting, business in the State of California and County of
25 Orange. Plaintiff is informed and believes that Defendant HANWHA SOLUTIONS generally employs
26 more than ten (10) employees working within California and that its employees work throughout
27 California, including Orange County, Los Angeles County, San Francisco County, and potentially other
28 California counties.

1 12. Plaintiff is informed and believes that Defendant HIP is and was a corporation authorized
2 to transact, and transacting, business in the State of California and County of Orange. Plaintiff is
3 informed and believes that Defendant HIP generally employs more than ten (10) employees working
4 within California and that its employees work throughout California, including Orange County, Los
5 Angeles County, San Francisco County, and potentially other California counties.

6 13. The true names and capacities of the defendants named herein as Does 1 through 100,
7 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
8 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
9 Plaintiff is informed and believes that all of the Doe defendants are California residents. Plaintiff will
10 amend this Complaint to show such true names and capacities when they have been determined.

11 14. Plaintiff is informed and believes that at all times relevant herein, each Defendant
12 designated, including Defendants HANWHA CORP, HANWHA SOLUTIONS, HIP, and Does 1
13 through 100, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
14 manager, servant, employee and/or co-conspirator of each of the other defendants, and was at all times
15 mentioned herein acting within the course and scope of said agency and employment, and that all acts
16 or omissions alleged herein were duly committed with the ratification, knowledge, permission,
17 encouragement, authorization and consent of each Defendants designated herein. Defendants, if not
18 separately noted, are collectively liable under either a joint employer or a single enterprise theory, or in
19 the alternative that each is an alter ego of one another.

20 15. Defendants are, and at all times herein mentioned were, (a) conducting business in the
21 County of Orange, State of California, and (b) the employer (or other person acting on behalf of the
22 employer) of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission
23 Wage Orders (“Wage Orders”).

24 16. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the
25 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
26 each of said Defendants jointly liable under the statutory provisions set forth herein.

1 **III. DESCRIPTION OF WRONGFUL EMPLOYMENT PRACTICES**

2 17. Throughout the relevant time period, Defendants have failed to maintain California
3 compliant policies and procedures related to the claims asserted by Plaintiff. This is readily apparent
4 when evaluating Defendants' employment agreements, employee handbook, pay stubs, and related
5 documents.

6 **UNLAWFUL VACATION PAY PRACTICES**

7 18. Defendants' vacation policy permits employees to accrue vacation time during their
8 employment at various rates.

9 19. Under California law, earned vacation time is considered wages, and vacation time is
10 earned, or vests, as labor is performed. For example, if an employee is entitled to two weeks (10 work
11 days) of vacation per year, after six months of work he or she will have earned five days of vacation.
12 Vacation pay accrues (adds up) as it is earned, and cannot be forfeited, even upon termination of
13 employment, regardless of the reason for the termination. (*Suastez v. Plastic Dress Up* (1982) 31 C3d
14 774). An employer can place a reasonable cap on vacation benefits that prevents an employee from
15 earning vacation over a certain amount of hours. (*Boothby v. Atlas Mechanical* (1992) 6 Cal.App.4th
16 1595) And, unless otherwise stipulated by a collective bargaining agreement, upon termination of
17 employment all earned and unused vacation must be paid to the employee at his or her final rate of pay.
18 Labor Code Section 227.3.

19 20. In California, because paid vacation is a form of wages, it is earned as labor is performed.
20 An employer's vacation plan may provide for the earning of vacation benefits on a day-by-day, by the
21 week, by the pay period, or some other period basis. For example, an employer's policy may provide
22 that an employee will earn a proportionate share of his or her annual vacation entitlement for each week
23 of a calendar year in which the employee either works at least one full day or receives at least one full
24 days' pay during such week. Thus, for example, if an employee is entitled to two weeks (10 work days)
25 annual vacation, and works full-time, eight hours per day, 40 hours per week, in the above example for
26 each week the employee works at least one full day, he or she will earn 1.538 hours of paid vacation. In
27 contrast to how vacation pay may be earned, the calculation of vacation pay for terminating employees
28 (a quit, discharge, death, end of contract, etc.) who have earned and accrued and unused vacation on the

books at the time of termination must be prorated on a daily basis and must be paid at the final rate of pay in effect as of the date of the separation.

21. Under California law, unless otherwise stipulated by a collective bargaining agreement, whenever the employment relationship ends, for any reason whatsoever, and the employee has not used all of his or her earned and accrued vacation, the employer must pay the employee at his or her final rate of pay for all of his or her earned and accrued and unused vacation days. Labor Code Section 227.3. Because paid vacation benefits are considered wages, such pay must be included in the employee's final paycheck.

22. Throughout the relevant time period, Defendants failed to properly track, record, calculate and/or pay Plaintiff's, and other Aggrieved Employees', vacation wages. This violated Defendants' own policy and California law. As a result, Plaintiff and the other similarly situated Aggrieved Employees are entitled to receive the full amount of unpaid accrued vacation and any/all related civil penalties.

23. Throughout the relevant time period, Defendants failed to properly track, record, calculate and/or pay Plaintiff's, and other Aggrieved Employees', vacation wages because the wage statements did not display vacation time being accrued incrementally.

24. Throughout the relevant time period, Defendants failed to properly track, record, calculate and/or pay Plaintiff's, and other Aggrieved Employees', vacation wages because exempt employees were often required to work partial days during the relevant time period, but still received deductions in their vacation bank, which effectively results in an improper deduction from the exempt employee's salary when unaddressed.

25. At all pertinent times during the applicable limitations period, Defendants have implemented a uniform policy to underpay exempt employees earned but unused vacation wages at the appropriate rate of pay.

26. Plaintiff alleges that Plaintiff and the Aggrieved Employees were subjected to violations of the Labor Code stemming from Defendants' failure to pay vested vacation at the "final rate" of pay pursuant to Labor Code § 227.3, as well as the corresponding failure to timely pay all wages due and owing upon separation of employment pursuant to Labor Code §§ 201 – 203.

1 27. Plaintiff was employed by Defendants from approximately April 2022 through
2 approximately July 2023.

3 28. At all relevant times, Defendants utilized a policy and practice through which Plaintiff
4 and the Represented Employees accrued vacation and/or PTO hours (collectively, “vacation hours”).
5 However, on the occasions when Plaintiff and the Aggrieved Employees had accrued but unused
6 vacation hours upon separation of employment, Defendants failed to pay for these earned wages at the
7 employee’s “final rate” as required by Labor Code § 227.3.

8 29. To illustrate, at the time of (and leading up to) Plaintiff’s termination, Plaintiff was paid
9 a base salary plus additional incentive compensation in the form of bonuses and similar pay. However,
10 despite that Plaintiff’s “final rate” at the time his employment ended was composed of their base salary
11 plus any additional earned bonuses, Defendants paid Plaintiff’s accrued and unused vacation at an
12 incorrect rate.

13 30. The Department of Labor Standards Enforcement (“DLSE”) in an Opinion Letter dated
14 January 28, 2003, entitled “Re: Waiting Time Penalties and Unused Vacation,” the DLSE states with
15 respect to an employee who earns a base salary and additional compensation during the year and where
16 a contract of employment bases the vacation pay to be received by the employee on a calculation which
17 includes the base salary and the bonuses, “the employee would, of course, be entitled to recover unused
18 vacation pay based on the base salary “at the final rate” and the bonus based on the rate at which the
19 bonus was calculated.

20 31. As a result, Plaintiff and the Aggrieved Employees did not receive compensation for all
21 accrued but unused vacation hours at the “final rate” upon separation of employment – in violation of
22 Labor Code § 227.3.

23 32. Additionally, because of the failure to pay vested vacation at the proper rate of pay,
24 Defendants failed to pay all wages due and owing to Plaintiff and the Aggrieved Employees upon
25 separation of employment, in violation of Labor Code §§ 201 – 203.

26 **UNLAWFUL FAILURE TO TIMELY PAY FINAL WAGES**

27 33. Labor Code section 201 provides “if an employer discharges an employee, the wages
28 earned and unpaid at the time of discharge are due and payable immediately. Labor Code section

202 provides “If an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his intention to quit, in which case the employee is entitled to his wages at the time of quitting.” Labor Code section 208 requires that all final wages be paid to an employee who is terminated at the place of discharge and to an employee who voluntarily resigns at the place where the employee has been working.

34. Defendants have violated California Labor Code sections 201 and 202 by willfully failing to timely pay all compensation due and owing to Plaintiff at the time employment was terminated because of, as noted herein, Defendants did not fully compensate Plaintiff resulting in unpaid or underpaid vacation time wages, and/or partially or fully unreimbursed work-related expenses, among others.

35. California Labor Code §§ 201 & 227.3 require an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge. Cal. Labor Code § 202 requires an employer to pay all compensation due and owing to an employee who quits within 72 hours of that employee quitting, unless the employee provides at least 72 hours notice of quitting, in which case all compensation is due at the end of the employee’s final day of work. Cal. Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by § 201 or § 202, then the employer is liable for waiting time penalties in the form of continued compensation of up to 30 work days.

36. Defendants’ numerous failures to pay accurate and timely wages triggers liability and exposure for 203 and 226 penalties, as confirmed by the California Supreme Court in *Naranjo v. Spectrum Security Services, Inc.* 13 Cal.5th 93 (2022).

37. Defendants willfully failed and refused to timely pay compensation and wages, including unpaid expenses and sums wrongfully withheld from compensation, to Plaintiff. These unpaid amounts are outstanding. Defendants willfully failed to pay all compensation due upon termination of employment as required under California Labor Code sections 201 and 202. Pursuant to sections 203 and 256 of the Labor Code, Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days of wages due to Defendants’ willful failure to comply with

1 the statutory requirements of sections 201 and 202 of the Labor Code. In addition, because
2 Defendants violated California Labor Code sections 201, 202, and 203, Defendants are liable for
3 civil penalties pursuant to California Labor Code section 2698 *et seq.*

4 38. The DLSE's FAQ on the Waiting Time Penalty explains "how the daily rate of pay
5 is calculated when two different types of wages are earned." In a case involving a salaried employee
6 who also earned commissions, it states the fact finder must first determine the employee's monthly
7 base salary and the employee's average monthly commission. The fact finder must then add the
8 monthly base salary and the average monthly commission to determine the employee's average
9 monthly wages. The average monthly wages are then multiplied by twelve months to arrive at an
10 annual salary. The annual salary is then divided by fifty-two weeks to arrive at a weekly salary,
11 which is then divided by five to arrive at a daily wage rate.

12 39. Similarly, in a DLSE Opinion Letter dated January 28, 2003, entitled "Re: Waiting
13 Time Penalties and Unused Vacation," the DLSE states with respect to an employee who earns a
14 base salary and additional compensation during the year, "that the California courts, if faced with
15 the question, would conclude that a commission or bonus owed to the employee ... must be included
16 in the calculation" of the employee's Waiting Time Penalty.

17 40. Based on the DLSE's instructions regarding how to calculate the Waiting Time
18 Penalty for employees who earn two different types of wages, it follows that salaried exempt
19 employees who receive bonuses or other compensation during their employment in addition to any
20 base salary would be entitled to receive a Waiting Time Penalty that incorporates all types of wages
21 earned by the employee as a result of their efforts for the employer. Accordingly, any Waiting Time
22 Penalties paid to exempt employees which do not include the exempt employee's total
23 compensation, rather than merely the base rate of compensation, result in underpayment of the
24 Waiting Time Penalty to the employee.

25 41. Here, Defendants have failed to pay Plaintiff all appropriate wages during his
26 employment, failed to pay Plaintiff his proper accrued but unused vacation wages, and failed to
27 properly pay Plaintiff any related Waiting Time Penalties.

28 **UNLAWFUL REIMBURSEMENT PRACTICE**

1 42. Labor Code § 2802 and the applicable IWC Wage Orders require an employer to
2 reimburse employees for any work-related expenses.

3 43. During the relevant time period, Plaintiff and the other Aggrieved Employees, at the
4 direction of Defendants and with Defendants' knowledge and acquiescence, have incurred work-
5 related expenses. Such expenses include but are not limited to and cellular phone, internet, and
6 associated data costs, as well as mileage expenses for travel to and from various locations in the
7 state.

8 44. Plaintiff and the other Aggrieved Employees necessarily incurred these expenses and
9 losses as a direct result of performing job duties for Defendants.

10 45. California Labor Code section 2802 requires an employer to "indemnify his or her
11 employee for all necessary expenditures or losses incurred by that employee in direct consequence
12 of the discharge of his or her duties." See Cal. Labor Code section 2802(a); see also 2802(c) where
13 necessary is defined to include all "reasonable" costs. "The elements of a claim under Section 2802
14 are: (i) the employee made expenditures or incurred losses; (ii) the expenditures or losses were
15 incurred in direct consequence of the employee's discharge of his or her duties, or obedience to the
16 directions of the employer; and (iii) the expenditures or losses were reasonable and necessary." *Marr*
17 *v. Bank of America*, 2011 U.S. Dist. LEXIS 24868 (N.D. March 8, 2011) (citing *Gattuso v.*
18 *HarteHanks Shoppers, Inc.*, 42 Cal.4th 554, 568 (2007).

19 46. In addition, to trigger an affirmative obligation to reimburse employees, the employer
20 "'must either know or have reason to know that the employee has incurred [the] expense.'" *Id.*
21 (citing *Stuart v. RadioShack Corp.*, 641 F.Supp. 2d 901 (N.D.Cal. 2009). Where an employer has
22 knowledge that employees are incurring a reimbursable expense, the employer must "exercise due
23 diligence to ensure each employee is reimbursed." *Marr*, at *1.

24 47. The right of an employee to expense reimbursements is not waivable. See Cal. Labor
25 Code sections 2804 and 219(a). Any contract to waive them is null and void. *Edwards v. Arthur*
26 *Anderson*, 44 Cal.4th 937, 951 (2008).

27 48. Furthermore, under Labor Code section 2802, employers must reimburse employees
28 for all reasonable work-related expenses, regardless of whether or not the employees incurred any

1 additional out-of-pocket expense from that work-related use. See, *Cochran v. Schwan's Home*
2 *Service, Inc.*, 228 Cal.App.4th 1137 (Cal. Aug. 12, 2014) (“We hold that when employees must use
3 their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to
4 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited
5 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills).

6 49. Throughout the relevant time period, Plaintiff and the other Aggrieved Employees, at
7 the direction of Defendants and with Defendants’ knowledge and acquiescence, have incurred work-
8 related home office expenses including, among other things, home internet service, equipment,
9 telephone, and electricity in order to perform necessary work-related duties.

10 50. In order to perform their job functions remotely, Defendants required and caused
11 Plaintiff and the other Aggrieved Employees to have, without limitation, a computer or mobile
12 device and an operating system capable of receiving, accessing, displaying, and either printing or
13 storing information, as well as a home internet connection, and internet browser software to receive
14 electronic notices from Defendants. Defendants also instructed and caused Aggrieved Employees to
15 use telecommunication devices, computer peripherals, and other home-office expenses in
16 furtherance of the discharge of their employment duties for Defendants.

17 51. Plaintiff and the other Aggrieved Employees were thus expected by Defendants to
18 pay for, and have personally paid for, among other things, home internet service, electricity, and the
19 purchase and maintenance of hardware used for work-purposes, including, upon information and
20 belief, personal laptops or desktop computers, keyboards, mice, and Bluetooth headsets in the
21 discharge of their job duties (the “home office expenses”). Thus, Defendants not only instructed
22 Aggrieved Employees to work from home, but also required, instructed, and caused them to incur
23 expenses in connection with the above-described items in order to perform their job functions
24 without reimbursing a reasonable portion of such expenses.

25 52. Defendants failed to indemnify or reimburse Plaintiff, in whole or in part, for these
26 expenditures and losses. By requiring Plaintiff to pay expenses and cover losses that Plaintiff
27 incurred in direct consequence of the discharge of Plaintiff’s duties for Defendants and/or in
28

1 obedience to Defendants' direction, Defendants violated the applicable IWC Wage Orders and Labor
2 Code § 2802.

3 53. Here, Plaintiff and other similarly situated employees were either not reimbursed, or
4 not fully reimbursed, for all necessary and reasonable business expenses during their employment.

5 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

6 54. Plaintiff incorporates by this reference the relevant allegations contained in this
7 pleading as if fully set forth herein.

8 55. On or about September 12, 2023, Plaintiff requested from Defendants copies of
9 Plaintiff's personnel and payroll records, along with any signed documents, in accordance with
10 California Labor Code §§ 226, 432, and 1198.5.

11 56. Pursuant to California Labor Code §§ 226, 432, and 1198.5, an employer is required
12 to provide an employee, upon request, a copy of any document signed by the employee, the
13 employee's personnel records, and the employee's payroll records.

14 57. Despite Plaintiff's request, Defendants willfully and knowingly failed to provide
15 Plaintiff with copies of Plaintiff's personnel and payroll records within the time frame required by
16 law.

17 58. As a direct and proximate result of Defendants' unlawful actions, Plaintiff suffered
18 economic harm, including but not limited to the inability to verify wages, hours worked, and other
19 employment-related information.

20 59. As a result of Defendants' intentional failure to comply with these Labor Code
21 requirements and Plaintiff's resulting harm, Plaintiff is entitled to recover civil penalties, as well as
22 costs and reasonable attorneys' fees as permitted by law.

23 60. Plaintiff requests relief as described below.

24 61. For over 50 years, California's courts and legislature have recognized that this State's
25 wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are
26 not ordinary debts. Because of the economic position of the average worker and his or her family, it
27 is essential to the public welfare that employers obey the wage-and-hour laws so that employees are
28

promptly paid the minimum wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations.

62. Plaintiff brings this action pursuant to PAGA and seeks to obtain all applicable relief for Defendants' violations, including all available relief under PAGA and the applicable Labor Code provisions or other law enforceable through PAGA.

IV. JURISDICTION AND VENUE

63. Plaintiff's First Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved employees against whom one or more of the alleged violations occurred. The civil penalties and other restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

64. This Court has jurisdiction over this matter under PAGA and this Court's general powers granted by statutory law and the California Constitution. This Court has jurisdiction over this action pursuant to the California Constitution Article VI section 10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts.

65. Plaintiff is a resident and citizen of the State of California and domiciled in the State of California.

66. Defendants are residents of California, have sufficient minimum contacts in California, and/or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over them by the California Courts consistent with traditional notions of fair play and substantial justice.

67. Venue is proper in this county under section 395.5 of the California Code of Civil Procedure as the allegations herein took place within the County of Orange, San Francisco, and Los Angeles. Further, Defendants keeps and maintains offices in Los Angeles, California. Many of the Aggrieved Employees were employed and/or performed work during the PAGA Period by Defendants in Orange County, San Francisco County, and Los Angeles County. Further, many of the acts alleged

herein including Defendants' failure to reimburse Plaintiff and Aggrieved Employees for a reasonable portion of their home office expenses, occurred in these Counties.

68. Venue is proper in this Court because upon information and belief, one or more of the Defendants reside, transact business, or have offices in this County and the acts or omissions alleged herein took place in this County.

69. Venue is proper in PAGA cases in any county in which any aggrieved employee worked and Labor Code violations allegedly occurred. (*Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069, 1075.)

70. Given the above, venue is therefore proper in this County.

V. EXHAUSTION

71. On July 26, 2024, Plaintiff complied with the notice requirements pursuant to California Labor Code § 2699.3 and gave written notice via online filing and certified mail of the specific provisions alleged to have been violated to the Labor and Workforce Development Agency ("LWDA") and Defendants.

72. Upon information and belief, the LWDA has not provided notice of its intention to investigate Defendants' violations.

73. Accordingly, Plaintiff has fully satisfied the administrative prerequisites to suit under the PAGA.

VI. LEGAL CLAIMS

FIRST CAUSE OF ACTION

Violation of California Labor Code § 2698 *et seq.*

(By Plaintiff Against All Defendants)

74. Plaintiff incorporates by this reference the relevant allegations contained in this pleading as if fully set forth herein.

75. Plaintiff is an "Aggrieved Employee" under the PAGA, as Plaintiff was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and

former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.

76. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal 4th 969 (2009). Therefore, class certification of the PAGA claims is not required.

77. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this 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 specified in Section 2699.3." Cal. Lab. Code § 2699(a).

78. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against Plaintiff during Plaintiff's time of employment. Plaintiff is therefore an "aggrieved employee" under PAGA.

79. Plaintiff, on behalf of the LWDA and all Aggrieved Employees, re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

80. Based on the above allegations incorporated by reference, Defendants have violated Labor Code § 2802 by failing to reimburse Plaintiff and the Aggrieved Employees for a reasonable percentage of their necessary business expenses associated with their home offices during the PAGA Period.

81. As a result of the acts alleged above, Plaintiff seek penalties under Labor Code § 2699, et. seq., because of Defendants' violations of the Labor Code.

82. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

a. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

b. Failing to pay Plaintiff and the Aggrieved Employees vacation wages at their

“final rate” of pay in violation of Labor Code § 227.3.

c. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code §§ 201-203.

d. Failing to timely provide records relating to Plaintiff and the Aggrieved Employees’ in accordance with California Labor Code §§ 226, 432, and 1198.5.

83. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, request and are entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11010, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

84. Plaintiff was compelled to retain the services of counsel to file this court action to protect Plaintiff’s interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seek an award of reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

85. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code §2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, and as private attorneys general, pray for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. For statutory attorneys’ fees and costs pursuant to 2699(g)(1) of California Labor Code;
2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 558.1, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

3. Pre-judgment and post-judgment interest;
4. Punitive and/or exemplary damages, if allowed;
5. Such other and further relief that the Court deems proper.

Dated: July __, 2024

WORRELL LAW FIRM, APC

By: _____



KYLE C. WORRELL
Attorneys for Plaintiff
JACARI F. POLK

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims and causes of action so triable in this lawsuit.

Dated: July __, 2024

WORRELL LAW FIRM, APC

By:



KYLE C. WORRELL
Attorneys for Plaintiff
JACARI F. POLK