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

RAMON TRUJILLO, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

TAILORED SHARED SERVICES, LLC, a
Delaware limited liability company; THE
MEN'S WEARHOUSE LLC, a Texas limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. **24CV102156**

**RAMON TRUJILLO'S COMPLAINT
PURSUANT TO THE PRIVATE
ATTORNEY GENERAL ACT ("PAGA")
(LAB. CODE § 2698, ET SEQ.)**

1 Plaintiff Ramon Trujillo, individually, and on behalf of the State of California and other
2 aggrieved persons, brings this action against Defendant Tailored Shared Services, LLC, and Does
3 1 through 10, inclusive (collectively, “Defendants”), and alleges as follows:

4 **THE PARTIES**

5 1. Plaintiff Ramon Trujillo (“Plaintiff”) is an individual residing in the County of
6 Orange, California and worked as a non-exempt consultant from September 28, 2015 to December
7 30, 2023.

8 2. Defendant Tailored Shared Services, LLC (“TSS”) is a Delaware limited liability
9 company with its principal place of business in the County of Harris, Texas. TSS is a business
10 entity conducting business in numerous counties throughout the State of California, including in
11 Alameda County and is the current or former employer of Plaintiff and of the aggrieved
12 employees. Defendants suffered and permitted Plaintiff and the aggrieved employees to work,
13 and/or controlled their wages, hours, or working conditions.

14 3. Defendant The Men’s Wearhouse LLC (“MW”) is a Texas limited liability
15 company with its principal place of business in the County of Harris, Texas. MW is a business
16 entity conducting business in numerous counties throughout the State of California, including in
17 Alameda County and is the current or former employer of Plaintiff and of the aggrieved
18 employees. Defendants suffered and permitted Plaintiff and the aggrieved employees to work,
19 and/or controlled their wages, hours, or working conditions.

20 4. Plaintiff is unaware of the true names and capacities of the defendants sued as Does
21 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will
22 amend this complaint to allege their true names and capacities when the same have been
23 ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is
24 responsible in some manner for the occurrences herein alleged and that Plaintiff’s damages were
25 proximately caused by said defendants’ conduct.

26 5. At all times mentioned herein, the Defendants named as Does 1 through 10,
27 inclusive, and each of them, were residents of, doing business in, availed themselves of the
28 jurisdiction of, and/or injured Plaintiff and other employees in the State of California.

1 6. Plaintiff is informed and believes and on that basis alleges that at all relevant times
2 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
3 the Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
4 Plaintiff is informed and believes and on that basis alleges that, at all relevant times, each
5 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
6 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
7 interest of some or all of the other Defendants, and was engaged with some or all of the other
8 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
9 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
10 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
11 within the scope of the relationships alleged above, that each Defendant knew or should have
12 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
13 conduct of all other Defendants.

14 **VENUE AND JURISDICTION**

15 7. The wrongful conduct alleged against the Defendants occurred in the County of
16 Alameda, California. At all relevant times, the conduct at issue was part of a continuous and
17 ongoing pattern of behavior.

18 8. This Court is the proper forum to adjudicate this action because the wrongful acts
19 that are the subject of this action occurred here and because the Defendant now resides in its
20 jurisdictional area.

21 **GENERAL ALLEGATIONS**

22 9. During the statutory period, Defendants classified Plaintiff as non-exempt from
23 California's overtime requirements, and paid Plaintiff an hourly wage.

24 10. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
25 worked (including minimum wages), failed to provide Plaintiff with uninterrupted meal periods,
26 failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to timely pay all
27 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
28 accurate wage statements to Plaintiff.

1 11. Throughout the statutory period, Defendants maintained a policy and practice of not
2 paying Plaintiff for all hours worked. Defendants failed to incorporate all remuneration when
3 calculating the correct rate of pay and meal and rest break premium rate of pay, leading to
4 underpayment to Plaintiff.

5 12. In maintaining a practice of not paying all wages owed, Defendants failed to
6 maintain accurate records of the hours Plaintiff worked.

7 13. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
8 with legally compliant meal periods. Defendants sometimes, but not always, required Plaintiff and
9 to work in excess of five consecutive hours a day without providing timely 30-minute, continuous
10 and uninterrupted, duty-free meal period for every five hours of work, or without compensating
11 Plaintiff for meal periods that were not provided by the end of the fifth hour of work or tenth hour
12 of work. Defendants also did not adequately inform Plaintiff of his right to take a meal period by
13 the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of
14 work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff in
15 compliance with California law.

16 14. Throughout the statutory period, Defendants have wrongfully failed to authorize
17 and permit Plaintiff to take timely and duty-free rest periods. Defendants sometimes, but not
18 always, required Plaintiff to work in excess of four consecutive hours a day without Defendants
19 authorizing and permitting him to take a 10-minute, continuous and uninterrupted, rest period for
20 every four hours of work (or major fraction of four hours), or without compensating Plaintiff for
21 rest periods that were not authorized or permitted. Defendants also did not adequately inform
22 Plaintiff of his right to take a rest period. Moreover, Defendants did not have adequate policies or
23 practices permitting or authorizing rest periods for Plaintiff, nor did Defendants have adequate
24 policies or practices regarding the timing of rest periods. Defendants also did not have adequate
25 policies or practices to verify whether Plaintiff was taking his required rest periods.

26 15. Further, Defendants did not maintain accurate records of employee work periods,
27 and therefore Defendants cannot demonstrate that Plaintiff took rest periods during the middle of
28

1 each work period. Accordingly, Defendants' policy and practice was to not authorize and permit
2 Plaintiff to take rest periods in compliance with California law.

3 16. Throughout the statutory period, Defendants willfully failed and refused to timely
4 pay Plaintiff during and at the conclusion of his employment all wages for all minimum wages,
5 meal period premium wages, and rest period premium wages.

6 17. Throughout the statutory period, Defendants failed to furnish Plaintiff with
7 accurate, itemized wage statements showing all applicable hourly rates, and all gross and net
8 wages earned (including correct hours worked, correct wages earned for hours worked, correct
9 wages for meal periods that were not provided in accordance with California law, and correct
10 wages for rest periods that were not authorized and permitted to take in accordance with California
11 law).

12 **FIRST CAUSE OF ACTION**

13 **Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

14 (Against All Defendants)

15 18. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
16 fully herein.

17 19. At all times herein mentioned, Defendants were subject to the California Labor
18 Code of the State of California and the applicable Industrial Welfare Commission Orders.

19 20. California Labor Code section 2699, subdivision (a) specifically provides for a
20 private right of action to recover penalties for violations of the Labor Code: "[n]otwithstanding any
21 other provision of law, any provision of this code that provides for a civil penalty to be assessed
22 and collected by the Labor and Workforce Development Agency or any of its departments,
23 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an
24 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
25 himself or herself and other current or former employees pursuant to the procedures specified in
26 Section 2699.3."

27 21. Plaintiff has exhausted their administrative remedies pursuant to California Labor
28 Code section 2699.3. On August 22, 2024, Plaintiff gave written notice by online filing to the

1 Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants the
2 specific provisions of the California Labor Code that Defendants violated against Plaintiff and
3 current and former aggrieved employees, including the facts and theories to support the violations.
4 A true and correct copy of Plaintiff’s notice to LWDA and Defendants is attached as **Exhibit A**.
5 Plaintiff’s LWDA case number is LWDA-CM-1047057-24.

6 22. At the time of this filing, LWDA has not indicated that it intends to investigate
7 Defendants’ Labor Code violations discussed in the notice. If it does so, Plaintiff will amend his
8 complaint. Otherwise, Plaintiff will proceed with this civil action to recover penalties under
9 California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor
10 Code alleged herein. These penalties include, but are not limited to, penalties under California
11 Labor Code sections 210, 226.3, 558, 1197.1, and 2699, subdivision (f)(2).

12 23. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor
13 Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person,
14 including any entity, employing labor who willfully fails to maintain accurate and complete
15 records required by California Labor Code section 1174 is subject to a penalty under section
16 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records
17 showing when the employee begins and ends each work period. Meal periods, and total hours
18 worked daily shall also be recorded.

19 24. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
20 keep total hours worked in the payroll period and applicable rates of pay.

21 25. During the time period of employment for Plaintiff and the Aggrieved Employees,
22 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
23 failing to maintain accurate records showing meal periods, and accurate records showing when
24 employees begin and end each work period. Defendants’ failure to provide and maintain records
25 required by the California Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
26 Employees the ability to know, understand and question the accuracy and frequency of meal
27 periods, and the accuracy of their hours worked, as stated in Defendants’ records. Therefore,
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1 Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all
2 of which resulted in an unjustified economic enrichment to Defendants.

3 26. As a direct result, Plaintiff and the Aggrieved Employees have suffered and
4 continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
5 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform
6 its obligation under state law, all to their respective damage in amounts according to proof at trial.
7 Because of Defendants' knowing failure to comply with the California Labor Code and applicable
8 IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they
9 were prevented from knowing, understanding, and disputing the wage payments paid to them.

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

14 28. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
15 pursuant to California Labor Code section 2699, subdivision (g)(1), which states, "[a]ny employee
16 who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

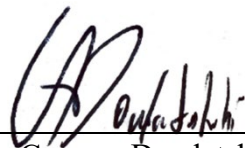
17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

- 19 A. For an award of civil penalties under PAGA;
20 B. For costs of suit, including attorneys' fees, costs, and expert witness fees; and
21 C. For such other relief as the Court deems just and proper.

22 Dated: December 4, 2024

MILLS SADAT DOWLAT LLP

23
24 By: 
25

Camron Dowlatsahi

26 Attorneys for Plaintiff
27 Ramon Trujillo
28

EXHIBIT A

August 22, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL AND EMAIL TO OPPOSING PARTY**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

The Men's Wearhouse, LLC
6380 Rogerdale Road
Houston, TX 77072

Re: Notice of Claim Under Private Attorneys General Act ("PAGA")

To Whom It May Concern:

My firm represents Ramon Trujillo ("Plaintiff") and all other aggrieved employees who intend to file an action against The Men's Wearhouse, LLC ("Defendant" or "Men's Wearhouse") in connection with Defendant's violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* ("PAGA"), that the Labor and Workforce Development Agency ("LWDA") investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 226, subdivision (a), 226.7, 512, and 558.

Facts and Theories in Support of Violations

Defendant provides retail services and is registered to do business in the State of California. Defendant employed Plaintiff from on or about 1985. Plaintiff worked as a consultant.

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” *Ibid.* Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” *Ibid.*

Here, Defendant’s personnel were often required to work more than 8 hours per day to complete work within the timeframes dictated by Defendant. Defendant, however, did not provide all overtime and pay for off-the-clock work. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, she was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods until the final months of Plaintiff’s employment. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay her the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 226, subdivision (a), 226.7, and 558.

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Camron Dowlatshahi

cc: Cory Catignani <cdcatignani@vorys.com>