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*Superior Court of California,
County of San Francisco*

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CGC-24-620101

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

KARL GRAHAM, individually, and as a
proxy of the State of California on behalf
of Aggrieved Employees,

Plaintiff,

v.

CRUISE, LLC; ICONMA
WORKFORCE SOLUTIONS, L.L.C.;

Defendants.

CASE NO. _____

**AGGRIEVED EMPLOYEES ACTION
LAW ENFORCEMENT ACTION**

1 Plaintiff Karl Graham, by and through his undersigned attorneys, hereby bring this Law
2 Enforcement Complaint against Defendants Cruise, LLC (“Cruise”) and Iconma Workforce
3 Solutions, L.L.C. (“Iconma”) (hereinafter collectively referred to as “Defendants”). Plaintiff
4 brings the claims as representative claims on behalf of the State of California and Aggrieved
5 Employee. Plaintiff alleges as follows:

6 **NATURE OF THE CASE**

7 1. This case is brought as a law enforcement action to address Defendants’ violations
8 of the California Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, and
9 Business & Professions Code.

10 2. Defendant Cruise is a subsidiary of General Motors. Defendant Cruise is and at
11 all relevant times has been a self-driving autonomous vehicle and technology company.

12 3. Defendant Iconma is and at all relevant times has been engaged in the business of
13 providing staffing services to Cruise in the State of California, including in this Judicial District,
14 and it has a place of business in San Jose, California.

15 4. Plaintiff Karl Graham worked for Defendants as a test driver of Cruise’s
16 autonomous vehicles in San Francisco, California. Plaintiff Graham worked for Defendants to
17 fulfill Cruise’s mission to test, launch, and support self-driving automotive technology,

18 5. Defendants have employed and/or jointly employed numerous test drivers, pit
19 crew, technicians, and security personnel to support and carry out Cruise’s autonomous vehicles
20 and automotive technology business.

21 6. Cruise partnered with Iconma and other staffing agencies to hire and employ
22 workers to serve as test drivers, pit crew, technicians, and security personnel for day, swing, and
23 night shifts.¹

24 7. Defendants employed hundreds of individuals to drive and service Cruise’s
25 autonomous vehicles and technology.

26 8. Mr. Graham worked for Defendants as a test driver, non-exempt employee from
27

28 ¹ Some of the job titles Cruise partnered with Iconma and other staffing agencies to fill include,
but are not limited to, Driverless Support Specialist, Autonomous Vehicle Test Operator, Field
Service Representative, Pit Crew Operator, and Remote Assistance.

1 approximately September 2022 until approximately December 2023. During Mr. Graham's
2 employment and throughout the relevant time of this action, Defendants prohibited its employees,
3 including Mr. Graham, from leaving a vehicle unattended in the field during their meal and rest
4 periods. This effectively prevented employees in the field from taking the off-duty meal and rest
5 periods to which they were entitled under the Labor Code and IWC Wage Order.

6 9. In addition, throughout the relevant time of this action, Defendants also prohibited
7 their nonexempt employees, including test drivers, pit crew, technicians, and security personnel,
8 from sleeping during meal and rest periods. This also prevented the employees from taking the
9 off-duty meal and rest periods to which they were entitled under the Labor Code and IWC Wage
10 Order.

11 10. Additionally, Defendants have subjected their employees to surveillance at all
12 times in the workplace, including "through audio, video, and electronic means," including through
13 "the interior and exterior of the Vehicle," including monitoring "all behaviors and activities" of
14 the employee, including monitoring "all use of the Vehicles at all times without limitation," and
15 including monitoring and recording employees "at any time including working hours and any
16 breaks."

17 11. Defendants' restrictions of the employees during meal and rest periods are
18 documented in company records and Slack communications. Additionally, upon information and
19 belief, Cruise fired at least two test drivers for sleeping during meal periods. Through these
20 restrictions and others, Defendants exercised control over the employees during their meal and
21 rest periods, which violated the employees' right to off-duty meal and rest periods.

22 12. To be compliant, meal and rest periods cannot be subject to interruption and must
23 be completely free from any duty, restriction, or responsibility. Furthermore, meal periods must
24 be provided within the first five hours of work, and again by the end of the tenth hour of work;
25 and rest periods must be authorized and permitted for every four hours of work or major fraction
26 thereof.

27 13. Defendants have exercised control over the employees during their meal and rest
28 periods, which has violated the employees' right to off-duty meal and rest periods. *See Brinker*

1 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040; *Augustus v. ABM Security*
2 *Services, Inc.* (2016) 2 Cal.5th 257.

3 14. During a portion of the applicable period in this matter, Defendants also imposed
4 an “on-duty” meal period policy on their employees. However, the Labor Code and applicable
5 Wage Orders did not authorize such reliance on on-duty meal periods because, among other
6 things, the nature of the work at Cruise did not prevent the employees from being relieved of all
7 duty and because there was not a valid written agreement between the parties agreeing to “an on-
8 the-job paid meal period.” *See, e.g.*, Wage Order Nos. 4 and 9, at ¶ 11(C).

9 15. During the relevant time of this action, Defendants also implemented unlawful
10 vacation and paid time off policies in written agreements with Plaintiff and Class Members that
11 refused to compensate Plaintiff and Class Members for their vested vacation time and paid time
12 off. Defendants’ vacation and paid time off policy explicitly stated Defendants would not pay
13 vested paid time off to employees upon their termination of employment. The policy further
14 prohibited vested vacation and paid time off from rolling over at the end of each year of
15 employment. It was an unlawful “use it or lose it” policy. Plaintiff and Class Members were
16 not compensated for their vested vacation time and paid time off and were forced to forfeit it.

17 16. During the relevant time of this action, Defendants further required its employees
18 to sign an Employment Agreement that prohibited their employees from engaging in any activity
19 that is competitive with Iconma for a period of 12 months upon the termination of their
20 employment, in violation of California Business and Professions Code § 16600.

21 17. Defendant Iconma is one of the staffing companies Cruise retained to help provide
22 a labor force to Cruise for its autonomous vehicle business in California. The staffing companies,
23 including Defendant Iconma, are integrated within Defendant Cruise’s business and are hired in
24 service of Cruise’s needs. Nonetheless, Cruise has labeled Mr. Graham and other employees,
25 including test drivers, pit crew, technicians, and security personnel, as “employees” of just the
26 staffing agencies, rather than employees of Cruise and/or employees of both Cruise and the
27 staffing agencies. Similarly, Cruise has misrepresented to the employees, including the test
28 drivers, pit crew, technicians, and security personnel, that they have been only “contractors” of

Cruise, rather than individuals employed and/or jointly employed by Cruise.

18. Despite labeling employees as just “contractors” of the staffing agencies, Cruise continued to exercise control over the wages, hours, and/or working conditions, of the employees in a manner that has made Cruise the legal employer and/or joint employer of the employees under the applicable legal standard. Cruise and its staffing agencies jointly have retained the right to exercise extensive control over the way the employees perform their job duties, including, among other things, the right to control their job duties, hours, schedules, equipment, dress, and activities during meal and rest periods, among other terms and conditions of the job. As just a few examples:

- i. Cruise has required and/or jointly required with the staffing agencies that the employees, including the test drivers, pit crew, technicians, and security personnel, report to work at a Cruise designated location to start work, where they receive instructions and directions from Cruise managers and employees.
- ii. Cruise has required and/or jointly required with the staffing agencies that the employees, including the test drivers, pit crew, technicians, and security personnel, use specific equipment provided by Cruise to perform work for Cruise, including sensors, data visualization tools, artificial intelligence and predictive modeling to project road events, and vehicle software and hardware that direct the path of its vehicles.
- iii. The vehicles on which the employees work and secure bear the “Cruise” name and logo.
- iv. The employees have worked under testing permits provided directly to Cruise LLC by the California Department of Motor Vehicles.
- v. Cruise has retained the right to assign, reassign, disqualify, suspend and terminate the employment of test drivers, pit crew, technicians, and security personnel, as it sees fit for breaking Cruise’s rules.

19. For all these reasons and the others discussed herein, Cruise has been an employer or joint employer of the test drivers, pit crew, technicians, and security personnel under California

1 law. *See Martinez v. Combs* (2010) 49 Cal.4th 35, 64 (“to employ ... under the [wage order], has
2 three alternative definitions. It means: (a) to exercise control over the wages, hours, or working
3 conditions, or (b) to suffer or permit to work, or (c) to engage, thereby creating a common law
4 employment relationship.”) Cruise also shares all civil responsibility and liability for the payment
5 of wages with Iconma and its other staffing agencies pursuant to Cal. Labor Code § 2810.3.

6 20. Defendants knew that their test drivers, pit crew, technicians, and security
7 personnel have been employees of both Cruise and Iconma under California law and entitled to
8 compliant off-duty meal and rest periods, vested paid time off, overtime, minimum wage, and the
9 other rights and benefits to which workers are entitled under the California Labor Code and
10 applicable Wage Orders, as alleged herein. Defendants’ violations of the California Labor Code
11 and IWC Wage Orders as alleged herein were knowing, willful, and intentional.

12 **JURISDICTION AND VENUE**

13 21. The Court has jurisdiction over this law enforcement action pursuant to Article 6,
14 § 10 of the California Constitution and California Code of Civil Procedure § 410.10.

15 22. Additionally, this Court has jurisdiction over Plaintiff’s claims on behalf of the
16 State of California and Aggrieved Employees for penalties and injunctive relief in violation of
17 the Labor Code pursuant to California Labor Code §§ 2699 and 2699.3.

18 23. The Court has jurisdiction over Defendant Cruise because it is a limited liability
19 company authorized to do business in the State of California and is registered with the California
20 Secretary of State. Cruise is headquartered in the State of California and has sufficient business
21 with sufficient minimum contacts in California, and/or otherwise intentionally avail itself of the
22 California market through the advertising, marketing, and sale of goods and services, to render
23 the exercise of jurisdiction over Defendant by the California court consistent with traditional
24 notions of fair play and substantial justice.

25 24. The Court has jurisdiction over Defendant Iconma because it is a limited liability
26 company authorized to do business in the State of California and is registered with the California
27 Secretary of State. Cruise has sufficient business with sufficient minimum contacts in California,
28 and/or otherwise intentionally avail itself of the California market through the advertising,

1 marketing, and sale of goods and services, to render the exercise of jurisdiction over Defendant
2 by the California court consistent with traditional notions of fair play and substantial justice.

3 25. Venue is proper in this judicial district pursuant to Code of Civil Procedure §
4 395.5. Defendant has employed Plaintiff and the other Drivers in this County, transacts business
5 in this County, and the events complained of in this Complaint occurred in this County.

6 **THE PARTIES**

7 26. Plaintiff brings this law enforcement action on behalf of the State of California
8 and Aggrieved Employees. Plaintiff and the Aggrieved Employees as set forth herein are current
9 or former test drivers, pit crew, technicians, and security personnel employed by Defendant Cruise
10 and/or jointly employed by Defendant Cruise and its staffing agencies, in California, at any time
11 beginning four years before the filing of this Complaint.

12 27. Plaintiff, Karl Graham resides in California. Plaintiff Graham was a W2 employee
13 who was hired by and through Defendant Iconma to work as a test driver for Defendants in San
14 Francisco, California.

15 28. Defendant Cruise and at all relevant times has been engaged in the business of
16 operating autonomous vehicles in the State of California. Defendant Cruise operates its vehicles
17 and has a place of business in this Judicial District. Defendant Cruise is headquartered in San
18 Francisco, California.

19 29. Defendant Iconma is and at all relevant times has been engaged in the business of
20 providing staffing services to businesses in the State of California. Defendant Iconma staffs and
21 employs workers at businesses in this Judicial District. Defendant Iconma is headquartered in
22 Troy, Michigan.

23 30. Throughout this Complaint, any reference to “Defendants” is intended to refer to
24 Defendant Cruise and Defendant Iconma jointly.

25 **FACTUAL ALLEGATIONS**

26 **A. Cruise’s autonomous vehicle transportation business**

27 31. Cruise has tested, developed, and operated autonomous vehicles in California for
28 the purpose of providing transportation services through the development and operation of self-

1 driving cars.

2 32. Cruise has contracted with Iconma and other staffing agencies to employ and/or
3 jointly employ workers to serve as test drivers, pit crew, technicians, and security personnel for
4 day, swing, and night shifts.

5 33. Defendants have required their employees staffed by Iconma to sign an Iconma
6 Employment Agreement that prohibits them from engaging in any activity that is competitive
7 with Iconma for a period of 12 months upon the termination of their employment, in violation of
8 California Business and Professions Code § 16600.

9 34. Plaintiff and Class Members have performed their work on schedules created
10 based on the operational needs of Cruise. The work performed by test drivers, pit crew,
11 technicians, and security personnel is an integral part of Cruise's business because Cruise is in
12 the business of testing proprietary autonomous vehicles and software on California highways, and
13 these workers test Cruise's equipment and software installed on the vehicles, drive the vehicles,
14 perform maintenance on the vehicles, and secure the vehicles, to ensure that they are safe and
15 operational on California streets and highways.

16 **B. Cruise jointly employed test drivers, pit crew, technicians, and security**
17 **personnel through Iconma and/or other staffing agencies.**

18 35. Cruise, a client employer, has contracted with Iconma and other staffing agencies
19 and labor contractors to obtain employees, like Mr. Graham, to perform labor to supply test
20 drivers, pit crew, technicians, and security personnel to Cruise.

21 36. The workers Iconma and other staffing agencies supply to Cruise perform their
22 work in the usual course of business to ensure the operation of Cruise's autonomous vehicles
23 business at the worksites and premises provided by Cruise.

24 37. Mr. Graham and the Class Members have performed their work on schedules
25 created based on the operational needs of Cruise in the usual course of business. The work
26 performed by the test drivers, pit crew, technicians, and security personnel is an integral part of
27 Cruise's business because Cruise is in the business of testing proprietary autonomous vehicles
28 and software on California highways. The workers Cruise has obtained from Iconma and other
staffing agencies test Cruise's equipment and software installed on the vehicles, drive the

1 vehicles, and perform maintenance on the vehicles to ensure that they are safe and operational on
2 California streets and highways at worksites and premises provided by Cruise.

3 38. As such, Cruise and Iconma are jointly liable for the payment of all wages to
4 workers pursuant to Cal. Labor Code § 2810.3.

5 **C. Defendants controlled the wages, hours and working conditions of the**
6 **employee drivers, pit crew, technicians, and security personnel at Cruise.**

7 39. Defendants jointly employed numerous test drivers, pit crew, technicians, and
8 security personnel in California, like Mr. Graham, to carry out Cruise’s autonomous vehicle
9 transportation business.

10 40. Despite labeling test drivers, pit crew, technicians, and security personnel as
11 contractors of Iconma or other staffing agencies, the drivers, pit crew, technicians, and security
12 personnel are ***jointly employed*** by Cruises under the applicable legal standard. Cruise and its
13 staffing agencies jointly have retained the right to exercise direct and indirect control over the
14 way the test drivers, pit crew, technicians, and security personnel performed their job duties,
15 including, among other things, the right to control their schedules, routes, job duties, equipment,
16 and dress, among other terms and conditions of the job. As just a few examples:

- 17 i. Cruise has required and/or jointly required with the staffing agencies that the
18 employees, including the test drivers, pit crew, technicians, and security personnel,
19 report to work at a Cruise designated location to start work, where they receive
20 instructions and directions from Cruise managers and employees.
- 21 ii. Cruise has required and/or jointly required with the staffing agencies that the
22 employees, including the test drivers, pit crew, technicians, and security personnel,
23 use specific equipment provided by Cruise to perform work for Cruise, including
24 sensors, data visualization tools, artificial intelligence and predictive modeling to
25 project road events, and vehicle software and hardware that direct the path of its
26 vehicles.
- 27 iii. The vehicles on which the employees work and secure bear the “Cruise” name and
28 logo.
- iv. The employees have worked under testing permits provided directly to Cruise LLC

1 by the California Department of Motor Vehicles.

2 v. Cruise has retained the right to assign, reassign, disqualify, suspend and terminate
3 the employment of test drivers, pit crew, technicians, and security personnel, as it
4 sees fit for breaking Cruise's rules.

5 41. Furthermore, Cruise permitted workers, like Mr. Graham, it obtained from Iconma
6 and/or other staffing agencies to work on its premises and operate its autonomous vehicles.

7 42. Mr. Graham had to arrive at a location in San Francisco at a time dictated by
8 Cruise to start his workweeks. From there, he took instructions and directions from a manager
9 employed by Cruise to carry out his work assignments. Mr. Graham was only permitted to take
10 meal and rest breaks according to the operational needs of Cruise, which did not permit him to
11 sleep on his meal and rest breaks or leave vehicles unattended during his meal and rest periods.

12 43. For all these reasons and the others discussed herein, Cruise has been an employer
13 of Mr. Graham, other drivers, pit crew, technicians, and security personnel, under California law.
14 *See Martinez v. Combs* (2010) 49 Cal.4th 35, 64 ("to employ ... under the [wage order], has three
15 alternative definitions. It means: (a) to exercise control over the wages, hours, or working
16 conditions, or (b) to suffer or permit to work, or (c) to engage, thereby creating a common law
17 employment relationship.").

18 44. Nonetheless, Cruise has not taken responsibility for paying drivers, pit crew,
19 technicians, and security personnel the wages they are owed, for providing them with off duty
20 meal and rest breaks as required under California law, and for safeguarding their rights under the
21 California Labor Code, Wage Orders, and Business and Professions Code.

22 **D. Defendants failed to provide timely, off-duty meal and rest periods.**

23 45. Defendants have maintained a policy and/or practice that prohibits drivers, pit
24 crew, technicians, and security personnel from sleeping during meal and rest periods, and from
25 leaving vehicles unattended during meal and rest periods, which is documented in company
26 records and Slack communications. Additionally, Cruise has subjected its employees to
27 surveillance at all times in the workplace, including "through audio, video, and electronic means,"
28 including through "the interior and exterior of the Vehicle," including monitoring "all behaviors

1 and activities” of the employee, including monitoring “all use of the Vehicles at all times without
2 limitation,” and including monitoring and recording employees “at any time including working
3 hours and any breaks.” Defendants have exercised control over the employees during their meal
4 and rest periods, which violated the employee’s right to off-duty meal and rest periods. *See*
5 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040; *Augustus v. ABM*
6 *Security Services, Inc.* (2016) 2 Cal.5th 257.

7 46. During a portion of the applicable period in this matter, Defendants also imposed
8 an “on-duty” meal period policy on their employees. However, the Labor Code and applicable
9 Wage Order did not authorize such reliance on on-duty meal periods because, among other things,
10 the nature of the work at Cruise did not prevent the employees from being relieved of all duty and
11 because there was not a valid written agreement between the parties agreeing to “an on-the-job
12 paid meal period.” *See, e.g.*, Wage Order Nos. 4 and 9 ¶ 11(C).

13 **E. Defendants failed to compensate employees for vested vacation time.**

14 47. Defendants implemented unlawful written vacation policies in employment
15 agreements with Plaintiff and Class Members that denied compensation to Plaintiff and Class
16 Members for their vested vacation time and/or vested paid time off.

17 48. Defendants’ paid time off policy explicitly stated that Defendants would not pay
18 vested paid time off to employees upon their termination in contravention of California law that
19 defines such vested paid time off as wages.

20 49. Defendants’ paid time off policy also contained an unlawful “use it or lose it”
21 provision that prevented vested paid time off from rolling over at the end of each year of
22 employment.

23 50. Through Defendants’ implementation of their written paid time off policy,
24 Defendants denied Plaintiff and Class Members compensation for their vested paid time off and
25 forced Plaintiff and Class Members to forfeit it.

26 **F. Defendants subjected Plaintiff and Class Members to unlawful non-compete**
27 **agreements.**

28 51. During the relevant time of this action, Defendants required that Plaintiff and Class
Members staffed by Iconma sign an Iconma Employment Agreement that required them to agree

1 that they would not directly or indirectly compete with Iconma's business at any time from the
2 date of hire until twelve months after termination, for whatever reason, of the employment
3 agreement.

4 52. This violation of California Business and Professions Code § 16600, which
5 provides that "every contract by which anyone is restrained from engaging in a lawful profession,
6 trade, or business of any kind is to that extent void." It also violated California Business and
7 Professions Code § 16600.1(a), which further provides: "It shall be unlawful to include a
8 noncompete clause in an employment contract, or to require an employee to enter a noncompete
9 agreement, that does not satisfy an exception in this chapter."

10 53. California Business and Professions Code § 16600.1(b)(1) also provides: "For
11 current employees, and for former employees who were employed after January 1, 2022, whose
12 contracts include a noncompete clause, or who were required to enter a noncompete agreement,
13 that does not satisfy an exception to this chapter, the employer shall, by February 14, 2024, notify
14 the employee that the noncompete clause or noncompete agreement is void."

15 54. Defendants have failed to notify Plaintiff or Class Members that the noncompete
16 clause in their employment agreements is void.

17 **G. Defendants willfully disregard the responsibilities of an employer.**

18 55. Defendants knew that their test drivers, pit crew, technicians, and security
19 personnel have been employees of both Cruise and Iconma under California law and entitled to
20 compliant off-duty meal and rest periods, vested paid time off, overtime, minimum wage, and the
21 other rights and benefits to which workers are entitled under the California Labor Code, California
22 Business and Professions Code, and applicable Wage Orders, as alleged herein. Defendants'
23 violations California Labor Code alleged herein were knowing, willful, and intentional.

24 **CAUSE OF ACTION**

25 **Statutory Penalties Pursuant to PAGA (Labor Code §§ 2698, *et seq.*)**
26 **(On behalf of All Aggrieved Employees)**

27 56. Plaintiff hereby realleges and incorporates by reference the allegations set forth
28 above as if fully set forth herein.

57. At all times herein set forth, the Private Attorneys General Act of 2004 (PAGA)

1 applied to Defendants' employment of Plaintiff and the proposed Aggrieved Employees.

2 58. At all times herein set forth, the PAGA provided that any provision of the
3 California Labor Code that provides for a civil penalty to be assessed and collected by the Labor
4 and Workforce Development Agency (LWDA) for violations of the California Labor Code may,
5 as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf
6 of her or himself and other current or former Aggrieved Employees pursuant to procedures
7 outlined in California Labor Code § 2699.3.

8 59. A civil action under PAGA may be brought by an "Aggrieved Employee," any
9 person that was employed by the alleged violator and against whom one or more of the alleged
10 violations was committed.

11 60. Plaintiff was employed by Defendants and the alleged violations were committed
12 against him during their time of employment and they are, therefore, Aggrieved Employees.
13 Plaintiff and other employees are "Aggrieved Employees" as defined by California Labor Code
14 § 2699(c) in that they are all current or former employees of Defendants, and one or more of the
15 alleged violations were committed against them.

16 61. At all times herein set forth, the PAGA provided that for the violation of any Labor
17 Code provision that does not itself contain a civil penalty, there are established civil penalties of
18 \$100 for each Aggrieved Employee per pay period for the initial violation and \$200 for each
19 Aggrieved Employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

20 62. Pursuant to California Labor Code § 2699.3, an Aggrieved Employee, such as
21 Plaintiff, may pursue a civil action arising under PAGA after the following requirements have
22 been met:

- 23 i. The Aggrieved Employee must file written notice online with the LWDA and by
24 certified mail to the employer of the specific provisions of the California Labor
25 Code alleged to have been violated, including the facts and theories to support the
26 alleged violations;
- 27 ii. The notice filed with the LWDA must be accompanied by a filing fee of seventy-
28 five dollars (\$75);

1 iii. The LWDA shall notify the employer and the Aggrieved Employee or
2 representative by certified mail that it does not intend to investigate the alleged
3 violations within sixty (60) calendar days of the postmark date of the notice
4 received pursuant to paragraph (1). Upon receipt of that notice or if no notice is
5 provided within sixty-five (65) calendar days of the postmark date of the notice
6 given, the Aggrieved Employee may commence a civil action pursuant to § 2699.

7 63. On September 5, 2024, Mr. Graham provided written notice online to the LWDA
8 and by certified mail to Defendants Cruise and Iconma of the specific provisions of the California
9 Labor Code alleged to have been violated, including the facts and theories to support the alleged
10 violations.

11 64. It has been more than 65 days since Mr. Graham's notice, and the LWDA has not
12 provided notice of its intent to investigate. Accordingly, Plaintiff has satisfied the administrative
13 prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against
14 Defendants for violations of California Labor Code stated above.

15 65. Plaintiff and the other Aggrieved Employees are entitled to and seek to recover
16 civil penalties for Defendants' violations of the Labor Code during the applicable limitations
17 period in the following amounts:

18 66. For violations of California Labor Code §§ 226.7 and 512 for failure to provide
19 off-duty meal and rest periods, fifty dollars (\$100.00) for each Aggrieved Employee for each
20 initial violation for pay period for which the employee was underpaid and one hundred dollars
21 (\$200.00) for each underpaid employee for each pay period for which the employee was
22 underpaid (penalty amounts established by California Labor Code § 2699(f)(2));

23 i. For violations of California Labor Code §§ 221-223 for unlawfully withholding
24 wages, one hundred dollars (\$100.00) for each Aggrieved Employee for each
25 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee
26 for each subsequent or willful violation, plus 25 percent of the amount unlawfully
27 withheld. (penalty amounts established by California Labor Code § 225.5);

28 ii. For violations of California Labor Code §§ 1182.12, 1194, and 1197 for failure

1 to pay minimum wages, one hundred dollars (\$100.00) for each Aggrieved
2 Employee per pay period for each initial violation and two hundred dollars and
3 fifty (\$250.00) for each Aggrieved Employee per pay period for each subsequent
4 violation regardless of whether the initial violation is intentionally committed
5 (penalty amounts established by California Labor Code § 1197.1);

6 67. For violations of California Labor Code §§ 510 and 1194 for failure to pay
7 premium overtime compensation, including unpaid overtime resulting from working through
8 meal periods, fifty dollars (\$50.00) for each Aggrieved Employee for each initial violation for
9 pay period for which the employee was underpaid and one hundred dollars (\$100.00) for each
10 underpaid employee for each pay period for which the employee was underpaid (penalty amounts
11 established by California Labor Code § 558);

12 i. For violations of California Labor Code § 1174 for failure to keep accurate payroll
13 records, five hundred dollars (\$500.00) for each of Defendants' violations in
14 addition to any other penalties or fines permitted by law (penalty amounts
15 established by California Labor Code § 1174.5);

16 ii. For violations of California Labor Code § 226 for knowingly and intentionally
17 failing to furnish accurate wage statements, two hundred fifty dollars (\$250.00)
18 per employee for initial violation and one thousand dollars (\$1,000.00) per
19 employee for each subsequent violation (penalty amounts established by
20 California Labor Code § 226.3);

21 iii. For violations of California Labor Code § 204 for knowingly and intentionally
22 failing to timely pay all wages earned each pay period, one hundred dollars
23 (\$100.00) for each Aggrieved Employee per pay period for each initial violation
24 and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
25 for each subsequent violation, plus 25 percent of the amount unlawfully withheld
26 (penalty amounts established by California Labor Code § 210);

27 iv. For violations of California Labor Code §§ 201-203 for knowingly and
28 intentionally failing to timely pay all wages owed upon the discharge or

1 termination of an employee, a penalty up to 30 days of continued compensation
2 for each Aggrieved Employee (penalty amount established by California Labor
3 Code § 256);

4 v. For violations of California Labor Code §§ 201-202, 210, 221-223 for knowingly
5 and intentionally failing to pay for all hours worked, one hundred dollars
6 (\$100.00) for each Aggrieved Employee per pay period for each initial violation
7 and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
8 for each subsequent violation (penalty amounts established by California Labor
9 Code § 2699(f)(2));

10 vi. For violations of California Labor Code § 227.3 for failure to pay vested vacation
11 time, sick time, and/or paid time off, one hundred dollars (\$100.00) for each
12 Aggrieved Employee per pay period for each initial violation and two hundred
13 dollars (\$200.00) for each Aggrieved Employee per pay period for each
14 subsequent violation (penalty amounts established by California Labor Code §
15 2699(f)(2));

16 vii. For violations of California Labor Code § 432.5 for requiring employees to agree
17 in writing to a term or condition of employment the employer knows is prohibited
18 by law, one hundred dollars (\$100.00) for each Aggrieved Employee per pay
19 period for each initial violation and two hundred dollars (\$200.00) for each
20 Aggrieved Employee per pay period for each subsequent violation (penalty
21 amounts established by California Labor Code § 2699(f)(2));

22 viii. For violations of California Labor Code § 2810.3 for failure to pay all wages
23 owed, one hundred dollars (\$100.00) for each Aggrieved Employee per pay
24 period for each initial violation and two hundred dollars (\$200.00) for each
25 Aggrieved Employee per pay period for each subsequent violation (penalty
26 amounts established by California Labor Code § 2699(f)(2)); and,

27 ix. For violations of California Labor Code § 558 for failure to comply with IWC
28 Wage Orders, fifty dollars (\$50.00) for each underpaid employee for each initial

1 violation for each pay period for which the employee was underpaid in addition
2 to an amount sufficient to recover unpaid wages and one hundred dollars
3 (\$100.00) for each underpaid employee for each subsequent violation for each
4 pay period for which the employee was underpaid in addition to an amount
5 sufficient to recover underpaid wages (penalty amounts established by California
6 Labor Code § 558).

7 68. Pursuant to California Labor Code § 2699(e) and (k)(1), Plaintiff, on behalf of the
8 State of California and other Aggrieved Employees, seeks injunctive relief enjoining Defendants
9 from future violations of the California Labor Code and requiring an audit and accounting of the
10 payroll records to determine the amount of restitution of all unpaid wages owed to himself and
11 other Aggrieved Employees, according to proof, as well as a determination of the amount of funds
12 to be paid to current and former employees that can be identified and located pursuant to a court
13 order and supervision.

14 69. Pursuant to California Labor Code § 2699(g), Plaintiff, on behalf of the State of
15 California and the other Aggrieved Employees, is entitled to an award of reasonable attorneys'
16 fees and costs.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of the State of California and the Aggrieved
19 Employees, request the following relief:

- 20 a) That the Court find that Defendants have been in violation of California Labor
21 Code §§ 201-204, 210, 221-223, 226, 226.7, 227.3, 432.5, 510, 512, 558, 1174,
22 1182.12, 1197, and 2810.3;
- 23 a. Prejudgment interest under Cal Civ. C. § 3287, and other applicable law;
- 24 b. That the Court award to Plaintiff and the Aggrieved Employees civil penalties as
25 provided herein, including but not limited to Labor Code §§ 210, 225.5, 226.3,
26 256, 558, 1174.5, 1197.1, 2699(f);
- 27 c. That the Court enjoin Defendants from future violations of the California Labor
28 Code and order an audit and accounting of payroll records to determine the

1 amount of restitution of all unpaid wages owed to Plaintiff and other Aggrieved
2 Employees

- 3 d. That Plaintiff be awarded reasonable attorneys' fees and costs pursuant to Labor
4 Code § 2699(g)(1), Code of Civil Procedure § 1021.5, and/or other applicable
5 law;
6 e. Any and all other applicable statutory penalties, as provided by law; and
7 f. For such other and further relief as this Court deems just and proper.

8
9 Respectfully submitted,

10 DATED: November 25, 2024

SCHNEIDER WALLACE
COTTRELL KONECKY

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13 By: 
14 Frank J. White Jr.
15 Attorneys for Plaintiff
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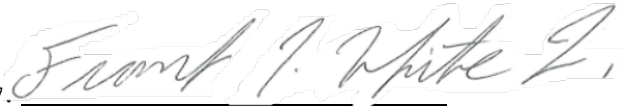
JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable as a matter of right.

DATED: November 25, 2024

**SCHNEIDER WALLACE
COTTRELL KONECKY**

By.



Frank J. White Jr.
Attorneys for Plaintiff