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Attorneys for Plaintiff JOEL SEGURA as designated Private Attorney General, pursuant to the
Private Attorney General Act (2004) ("PAGA"),

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

JOEL SEGURA, as designated Private
Attorney General, pursuant to PAGA,

Plaintiff,

v.

RUFF AND READY MOVING, LLC.,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **CVRI 2500647**

**COMPLAINT FOR CIVIL PENALTIES
AND FINES**

1. Violation of PAGA for Recovery of Unpaid Minimum Wages and Overtime Compensation;
2. Violation of PAGA for Failure to Provide Meal Periods;
3. Violation of PAGA for Failure to Provide Rest Periods;
4. Violation of PAGA for Failure to Maintain and Produce Accurate Payroll Records;
5. Violation of PAGA for Failure to Reimburse Necessary Business Expenses; and
6. Violation of PAGA for Failure to Pay Wages Due Upon Separation of Employment.

1 Plaintiff JOEL SEGURA (hereinafter "Plaintiff"), as designated representatives/Private
2 Attorneys General pursuant to the Private Attorney General Act of 2004 (Cal. Lab. Code §§ 2698,
3 et seq.) ("PAGA"), complain and allege as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of Plaintiff, the aggrieved employees, and the
6 State of California under PAGA as a result of one or more California Labor Code violations
7 alleged herein by Defendant RUFF AND READY MOVING, LLC. ("Defendant"). The term
8 "RELEVANT TIME PERIOD", "TIME PERIOD" or "PAGA PERIOD" is defined as the period
9 from October 28, 2024 to the date of filing of this complaint. Plaintiff, as representative and
10 deputized attorney general under PAGA, reserves the right to amend this complaint to reflect a
11 different "RELEVANT TIME PERIOD", "TIME PERIOD", and/or "PAGA PERIOD" as further
12 discovery in this action is conducted.

13 2. As aggrieved employees and deputized attorney general under PAGA, Plaintiff
14 seeks relief against Defendant for: (1) failure to pay all wages due, including minimum and
15 overtime wage; (2) failure to provide meal periods or compensation in lieu thereof, (3) failure to
16 provide rest periods or compensation in lieu thereof; (4) failure to maintain accurate payroll
17 records; (5) failure to reimburse necessary business expenses; and (6) failure to pay wages due
18 upon separation of employment.

19 3. During the RELEVANT TIME PERIOD, Defendant has consistently maintained
20 and enforced the following unlawful policies and practices against its workforce by:

- 21 (a) Willfully refusing to pay all hours worked including both minimum and overtime
22 wages;
- 23 (b) Willfully refusing to provide timely uninterrupted meal periods or compensation
24 in lieu thereof;
- 25 (c) Willfully refusing to provide timely uninterrupted rest periods or compensation
26 in lieu thereof;
- 27 (d) Willfully refusing to maintain and produce accurate payroll records;
- 28 (e) Willfully refusing to reimburse necessary business expenses; and

1 (f) Willfully refusing to pay all wages due upon separation of employment.

2 **JURISDICTION AND VENUE**

3 4. This Court has subject matter jurisdiction over the causes of action alleged in this
4 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
5 excluded from exercising subject matter jurisdiction over said causes of action.

6 5. Venue is proper in the County of Riverside, State of California because Defendant
7 transacts business in this county and its obligations and liability arise in this county.

8 6. The California Superior Court has jurisdiction in the matter because Plaintiff's
9 individual claims are less than the seventy-five thousand dollars (\$75,000.00) jurisdictional
10 amount in controversy threshold required for federal court subject matter jurisdiction. (See
11 *Urbino v. Orkin Servs. of Cal.* (9th Cir. 2013) 726 F. 3d 1118.) Moreover, Plaintiffs are residents
12 domiciled in the County of Los Angeles, State of California.

13 7. Further, there is no federal question at issue as the issues herein are based solely
14 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
15 Professions Code, and California Rules of Court.

16 **THE PARTIES**

17 **Plaintiff**

18 8. Plaintiff was employed by Defendant from around June 18, 2024 through July 12,
19 2024.

20 9. During the Relevant Time Period herein, Plaintiff was employed by Defendant as
21 a non-exempt hourly position, Mover.

22 10. Plaintiff was entitled to compensation for all hours worked including minimum
23 wages and overtime compensation, necessary business expenditures; Plaintiff is also entitled to
24 recover statutory and civil penalties from Defendant.

25 **Defendant**

26 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant RUFF
27 AND READY MOVING, LLC. is incorporated in California, and was Plaintiff's and the
28 Aggrieved Employees' employer during the Relevant Time Period. On information and belief,

1 and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in
2 California, and at all times herein mentioned has regularly conducted business throughout the
3 State of California.

4 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
5 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
6 inclusive, but on information and belief alleges that said Defendant is legally responsible for the
7 violations alleged herein. Plaintiffs will amend this complaint to allege the true names and
8 capacities of the DOE Defendants when ascertained.

9 11. Plaintiff is informed believes, and thereon alleges, that the Defendant acted in all
10 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
11 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
12 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
13 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
14 joint employers and conspire with one another to increase profits by engaging in the conduct
15 described in this complaint.

16 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
18 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
19 below was acting, at least in part, within the course and scope of that authority as such agent,
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
21 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
22 are legally attributable to the other Defendants.

23 **PAGA ADMINISTRATIVE PREREQUISITE**

24 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
25 Attorney General Act (2004), and mores specifically, Labor Code sections 2698 et seq. seeking
26 civil penalties, as provided by the Private Attorney General Act, Labor Code sections 2698 et seq.

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1 20. Plaintiff is informed and believes that during the Relevant Time Period,
2 Defendants required the aggrieved employees to work eight (8) hours per day and forty (40) hours
3 per week and also required the aggrieved employees to work more than forty (40) hours per week
4 regularly and during holiday seasons. Upon information and belief, Defendant failed to pay
5 overtime wages for all work hours. Thus, Defendant is subject to civil penalties and fines pursuant
6 to Labor Code sections 1197.1(a) and 1199.

7 21. Plaintiff is informed and believes, and based thereon allege, that Defendant
8 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive
9 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
10 Employees' respective regular rates of pay when they did not receive a timely, uninterrupted off-
11 duty meal period. Defendant's pattern, practice and policy of not providing any uninterrupted 30-
12 minute meal periods and not paying meal period wages on those occasions violated Labor Code
13 sections 512, 1198, 226.7 and applicable IWC Wage Orders. Defendant is subject to civil
14 penalties and fines pursuant to Labor Code sections 1199 and 2699(f)(2).

15 22. Plaintiff is informed and believes, and based thereon allege, that Defendant knew
16 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
17 rest periods or payment of one (1) additional hour of pay at regular rate of pay when they did not
18 receive a timely, uninterrupted off-duty rest periods. Defendant's pattern, practice and policy of
19 not providing any uninterrupted 10-minute rest periods and not paying rest period wages on those
20 occasions violated Labor Code sections 1198 and 226.7, and applicable IWC Wage Orders.
21 Defendant is subject to civil penalties and fines pursuant to Labor Code sections 1199 and
22 2699(f)(2).

23 23. Plaintiff alleges that Defendant also willfully failed to maintain and produce
24 accurate payroll records and work hour records for Plaintiff and the Aggrieved Employees during
25 the Relevant Time Period in violation of Labor Code section 1174(d). Thus, Defendant is subject
26 to civil penalty of \$500 pursuant to Labor Code section 1174.5.

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1 Employees, a commission based on flowers sales in their working Stores. However, Defendant's
2 commission did not contain any safeguards to ensure Plaintiffs and, upon information and belief,
3 the Aggrieved Employees, earned at least minimum wages.

4 28. Any work in excess of eight (8) hours in any workday and any work in excess of
5 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
6 times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 7-2001,
7 Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the
8 rate of twice the regular rate of pay for an employee. (*Ibid.*) Defendant failed to pay its employees
9 overtime premium for hours worked in excess of over eight (8) hours per day and/or forty (40)
10 hours per week for work performed for the Defendant. Defendant failed to compensate

11 29. Since the LWDA has not indicated that it will be investigating more than sixty-
12 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
13 remedy the allegations set forth above, Plaintiff, as Private Attorney General, will seek any and
14 all penalties otherwise capable of being collected by the Labor Commissioner, the LWDA and/or
15 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
16 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
17 applies to any alleged violation of the following provisions: 510 and 1194.

18 30. Plaintiff, as Private Attorneys General, will and do seek to recover fine and any
19 and all penalties for each and every violation shown to exist or to have occurred during the
20 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
21 only available to public agency enforcement actions.

22 31. Additionally, Plaintiff as Privates Attorney General are entitled to attorney's fees
23 and costs pursuant to Labor Code sections 2699, subdivision (g)(1) and prejudgment interest.

24 **SECOND CAUSE OF ACTION**

25 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**

26 **COMPENSATION IN LIEU THEREOF**

27 **(Plaintiff As Private Attorney General Against All Defendants)**

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32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

33. Labor Code sections 226.7 and 512 and IWC Wage Order 7-2001, sect. 11 provides that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

34. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

35. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have worked shifts more than five (5) hours in a workday.

36. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

37. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

38. Plaintiff, as Private Attorney General, will and do seek to recover fine and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

39. Additionally, Plaintiff as Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), and prejudgment interest.

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**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF**

40. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

42. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide an employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

44. Additionally, Plaintiff as Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), and prejudgment interest.

VIOLATION OF PAGA FOR FAILURE TO MAINTAIN AND PRODUCE ACCURATE PAYROLL RECORDS

45. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

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1 46. Labor Code section 1174(c) provides that employers must maintain accurate
2 payroll records, including total hours worked, applicable rate of pay and meal periods. An
3 employer's failure to maintain accurate payroll records is punishable by \$500 civil penalty
4 pursuant to Labor Code sections 1174.5 and 1175(d).

5 47. Labor Code section 226(c) requires an employer to produce payroll records no
6 later than twenty-one (21) days from the date of an employee's written or oral request to inspect
7 his/her payroll records. An employer's failure or refusal to provide copy of payroll record is liable
8 for \$750 statutory penalty pursuant to Labor Code section 226(f).

9 48. Labor Code section 1198.5(b) requires an employer to produce personnel files
10 including payroll records and work hour records no later than 30-days from the date of an
11 employer's receipt of an employee's request for his/her personnel file. An employer's failure or
12 refusal to provide copy of payroll record is liable for \$750 statutory penalty pursuant to Labor
13 Code section 1198.5(k).

14 49. Defendant failed to timely produce payroll records and/or personnel files to
15 Plaintiff upon his respective written requests.

16 50. Plaintiff, as Private Attorney General pursuant to the Private Attorney General Act
17 (2004), and more specifically, Labor Code section 2698, will and do seek to recover fine and all
18 penalties for each and every violation shown to exist or to have occurred during the Relevant
19 Time Period, in an amount according to proof, as to those penalties that are otherwise only
20 available to public agency enforcement actions. Funds recovered will be distributed in accordance
21 with the PAGA.

22 51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
23 Code section 2699, subdivision (g)(1), and prejudgment interest.

24 **FIFTH CAUSE OF ACTION**

25 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE NECESSARY**

26 **BUSINESS EXPENDITURES**

27 **(Plaintiff As Private Attorney General Against All Defendants)**

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52. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

53. Labor Code section 2802 provides that an employer shall indemnify its employees all necessary expenditures or costs incurred by employees as a direct consequence of his or her duties or in obedience of the directions of employer.

54. Defendant required Plaintiff, and upon information and belief, the Aggrieved Employees, to use their personal cell phones during their daily work without any reimbursement.

55. Plaintiff, as Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and do seek to recover fines and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions; funds recovered will be distributed in accordance with the PAGA.

56. Additionally, Plaintiff are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

SIXTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON

SEPERATION OF EMPLOYMENT

(Plaintiff As Private Attorney General Against All Defendants)

57. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

58. Employees who ended their employment with Defendant during the Relevant Time Period, were entitled to be promptly paid all wages owed, including both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

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1 59. Defendant refused and/or failed to promptly compensate its employees for wages
2 owed as a result of Defendant's failure to pay statutory minimum wages and overtime
3 compensation, meal and rest break premiums which were owed for work performed for
4 Defendant.

5 60. Plaintiff, as Private Attorney General pursuant to the Private Attorney General Act
6 (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties otherwise
7 capable of being collected by the Labor Commission and/or the DLSE. This includes each of the
8 following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
9 subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7,
10 510, 512, 1174, and 1194.

11 61. Plaintiff, as personal representative of the general public, will and do seek to
12 recover fines and any and all penalties for each and every violation shown to exist or to have
13 occurred during the Relevant Time Period, in an amount according to proof, as to those penalties
14 that are otherwise only available to public agency enforcement actions; funds recovered will be
15 distributed in accordance with the PAGA.

16 62. Additionally, Plaintiff as Private Attorneys General is entitled to attorneys' fees
17 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1. For fine and civil penalties for each violation as provided by law, including, but not limited to, those fine and civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq.
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Attorneys for Plaintiff JOEL SEGURA as
individual and on behalf of all employees
similarly situated