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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA CLARA**

11 INDRASEN POOLA, as a private attorney
12 general on behalf of the State of California
13 and all Aggrieved Employees,

14 Plaintiff,

15 vs.
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17 MICROINFO, INC.; and DOES 1 through
18 100, inclusive,

19 Defendants.
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E-FILED
1/17/2025 6:10 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
25CV456795
Reviewed By: J. Nguyen

Case No.: 25CV456795

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Indrasen Poola (“Plaintiff”), on behalf of himself, all other Aggrieved
2 Employees, and the State of California, hereby brings this Representative Action Complaint
3 (“Complaint”) against MicroInfo, Inc. and DOES 1 to 100, inclusive (collectively, “Defendants”),
4 and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself, all other Aggrieved Employees, and the State of
7 California, hereby brings this Complaint for recovery of civil penalties under the Private
8 Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”), and Industrial Welfare
9 Commission Wage Order 4 (“Wage Order 4”). The monetary damages that Plaintiff seeks exceed
10 this Court’s jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to California Code of Civil
13 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
14 occurred in Santa Clara County. Defendants own, maintain offices, transact business, employ
15 employees, have an agent or agents within Santa Clara County, and/or otherwise are found within
16 Santa Clara County, and Defendants are within the jurisdiction of this Court for purposes of
17 service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
21 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
22 exempt employee.

23 4. Plaintiff is informed and believes, and based thereon alleges, that within the statute
24 of limitations period applicable to each cause of action pled herein and continuing to the present,
25 Defendants did (and continue to do) business as a tech consulting and staffing company, and
26 employed Plaintiff and other non-exempt employees within Santa Clara County and the state of
27 California and, therefore, were (and are) doing business in Santa Clara County and the State of
28 California.

1 5. Plaintiff does not know the true names or capacities, whether individual, partner,
2 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
3 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
4 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
5 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
6 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
7 and proximately caused Plaintiff and other Aggrieved Employees to be subject to the unlawful
8 employment practices, wrongs, injuries and damages complained of herein.

9 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
10 herein, Defendants were and are the employers of Plaintiff and other Aggrieved Employees.

11 7. At all times herein mentioned, each of said Defendants participated in the doing
12 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
13 Defendants, and each of them, were the agents, servants, and employees of each and every one of
14 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
15 were acting within the course and scope of said agency and employment. Defendants, and each
16 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
17 omissions complained of herein.

18 8. At all relevant times, Defendants, and each of them, were members of and engaged
19 in a joint venture, partnership, and common enterprise, and acted within the course and scope of
20 and in pursuance of said joint venture, partnership, and common enterprise. Further, all
21 Defendants were joint employers for all purposes of Plaintiff and other Aggrieved Employees.

22 **REPRESENTATIVE ACTION ALLEGATIONS**

23 9. Defendants are a technology consulting and staffing company that employs
24 employees across the country, including in California. Plaintiff is currently employed by
25 Defendants and has been employed by Defendants for many years.

26 10. During Plaintiff's employment with Defendants, Plaintiff and other Aggrieved
27 Employees have not been paid timely pursuant to Labor Code § 204. Specifically, Defendants
28 have consistently paid wages approximately 45 days after the end of the pay period. For example,

1 Plaintiff was paid for wages earned between December 1 and 15, 2023 on January 31, 2024. As
2 another example, Plaintiff was paid for wages earned between February 1 and 15, 2024 on April
3 3, 2024. As yet another example, Plaintiff was paid for wages earned between May 1 and 15,
4 2024 on July 1, 2024.

5 11. This practice violates Labor Code § 204, which requires that all wages earned
6 between the 1st and 15th of the month to be paid no later than the 26th day of the month, and
7 requires that all wages earned between the 16th of the month and the last day of the month be
8 paid no later than the 10th day of the following month. As described above, Defendants' pay
9 practices have failed to conform with this requirement of California law.

10 12. For purposes of this Complaint, "Aggrieved Employees" refers to all of Defendants'
11 current and former employees (exempt and non-exempt) who have worked for Defendants in
12 California at any time from November 12, 2023 through the date that judgment is entered in this
13 action or any alternative date agreed upon by the parties and/or approved by the Court.

14 **FIRST CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(AGAINST ALL DEFENDANTS)**

17 13. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
18 fully set forth herein.

19 14. Defendants have committed Labor Code violations against Plaintiff and other
20 Aggrieved Employees. Plaintiff is an "aggrieved employee" within the meaning of the PAGA
21 and, acting on behalf of herself, other Aggrieved Employees, and the State of California, brings
22 this representative action against Defendants to recover the civil penalties due to Plaintiff and
23 other Aggrieved Employees against whom one or more of the violations has been committed, and
24 the State of California according to proof, pursuant to Labor Code § 2699, including, but not
25 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00
26 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
27 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
28 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per

employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided pursuant to Labor Code § 2699(f), based on the following Labor Code violations:

- a. Failing to timely pay Plaintiff's and other Aggrieved Employees' wages during their employment, in violation of Labor Code § 204 *et seq.*

15. On or about November 12, 2024, Plaintiff notified Defendant MicroInfo Inc., via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under PAGA with respect to violations of the California Labor Code identified in Paragraph 14(a) above. Now that sixty-five (65) days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the PAGA with respect to these violations.

16. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under California Labor Code § 2699(k).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

17. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully

withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

18. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(k) and Code of Civil Procedure § 1021.5; and

19. For such other and further relief the Court may deem just and proper.

Dated: January 17, 2025

Respectfully submitted,
MARQUEE LAW GROUP, APC

By:


Tuvia Korobkin
Attorneys for Plaintiff