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

23CV416402

STACEY CONLON, on behalf of all others  
similarly situated,

Plaintiff,

v.

RANDSTAD INHOUSE SERVICES, LLC AND  
RANDSTAD NORTH AMERICA, INC.

Defendants.

CASE NO. \_\_\_\_\_

**REPRESENTATIVE ACTION COMPLAINT  
FOR CIVIL PENALTIES PURSUANT TO  
PRIVATE ATTORNEYS GENERAL ACT  
(CAL. LABOR CODE §§ 2698 *ET SEQ.*)**

1 Plaintiff Stacey Conlon (“Plaintiff”), as a representative of the State of California pursuing claims  
2 for civil penalties for violations of the Labor Code on behalf of aggrieved employees, other than herself,  
3 complains and alleges the following:  
4

### 5 **INTRODUCTION**

6 1. This is a representative action under the Private Attorneys General Act of 2004, codified  
7 at California Labor Code (“Labor Code”) §§ 2698 et seq. (“PAGA”) for civil penalties, attorneys fees and  
8 costs on behalf of all individuals, except for Plaintiff, employed by Randstad Inhouse Services, LLC  
9 and/or Randstad North America, Inc. (“Randstad” or “Defendants”) in California (“Aggrieved  
10 Employees”) from December 20, 2021 to the present (“PAGA Period) for violations of Labor Code §  
11 2802.

12 2. During the PAGA Period, Defendants maintained a policy and/or practice of requiring  
13 and/or expecting Aggrieved Employees to work remotely from their home offices on a full- or part-time  
14 basis. In addition, even when Aggrieved Employees worked from the office, Defendants expected them  
15 to work from home in the evenings, including checking and responding to emails, and completing other  
16 work tasks. In order to carry out and perform their assigned work-related duties remotely from home,  
17 Aggrieved Employees incurred expenses including but not limited to the cost of internet service, cell  
18 phones, utilities, and printing supplies (“Home Office Expenses”). Moreover, Aggrieved Employees also  
19 routinely used their cell phones when working in the office. However, Defendants maintained a policy  
20 and/or practice of denying any or full reimbursement to Aggrieved Employees for these necessarily  
21 incurred business expenses, in violation of Labor Code § 2802.

### 22 **PARTIES**

23 3. Plaintiff Conlon is a resident of Los Gatos, California and was employed by Randstad at  
24 its client’s San Jose, California location from approximately June 6, 2021 until April 2022. Beginning in  
25 June 2021, Plaintiff worked remotely from her home office and continued to work remotely from home  
26 on a full- or part-time basis throughout the PAGA period and until the end of her employment at Randstad.  
27 During her employment, Plaintiff Conlon was subject to Defendant’s unlawful conduct described herein.  
28

4. Defendant Randstad Inhouse Services, LLC, is a Delaware limited liability company with its principal place of business at 3625 Cumberland Blvd. Atlanta, Georgia. Randstad Inhouse Services, LLC also maintains an office at 2710 Gateway Oaks Drive, Suite 150N Sacramento, California.

5. Defendant Randstad North America, Inc., is a Delaware corporation with its principal place of business at 3625 Cumberland Blvd. Atlanta, Georgia.

## JURISDICTION

6. This Court has jurisdiction over the claims for civil penalties alleged by Plaintiff under Labor Code §§ 2698 et seq. On December 20, 2022, Plaintiff provided a PAGA Notice pursuant to Labor Code § 2699.3, to the California Labor & Workforce Development Agency (“LWDA”) and Defendant. The LWDA has provided no notice to Plaintiff within the period specified in Labor Code § 2699.3 regarding its intention to investigate or not investigate any of the claims alleged in the PAGA Notice.<sup>1</sup> Plaintiff has therefore fully complied with the PAGA procedural requirements and may commence this representative action pursuant to Labor Code §§ 2699-2699.3.

7. This Court has jurisdiction over claims for reasonable attorneys' fees and costs pursuant to Labor Code § 2699.

## VENUE

8. Venue is proper in the County of Santa Clara pursuant to California Code of Civil Procedure §§ 395(a) and 395.5. Defendant Randstad North America, Inc.'s principal place of business is in 3625 Cumberland Blvd. Atlanta, Georgia, and it has not designated a principal place of business anywhere in California. Randstad Inhouse Services, LLC's principal place of business is also at 3625 Cumberland Blvd. Atlanta, Georgia. Plaintiff resides and was employed in Santa Clara County. The unlawful acts alleged herein have a direct effect on members of the Aggrieved Employees within the State of California and within Santa Clara County. Venue is therefore proper in any county, including County of Santa Clara.

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<sup>1</sup> The parties had agreed to toll the running of the statute of limitations from March 3, 2023 to May 12, 2023.

**FACTUAL ALLEGATIONS SUPPORTING CLAIMS**  
**ON BEHALF OF AGGRIEVED EMPLOYEES**

9. Defendants are a staffing and recruiting agency that connects job seekers with employers hiring in finance, technology, healthcare, manufacturing, law, and administration in a variety of industries. Defendants work with employers in a variety of locations and industries.

10. Beginning in or about March 2020, Defendants directed its employees to work remotely from home, and Plaintiff and Aggrieved Employees continued to work remotely from home on a full- or part-time basis throughout the PAGA Period.

11. As a result of working remotely, in direct consequence of carrying out their duties, or their obedience to the directions of the Defendants, Aggrieved Employees incurred Home Office Expenses, including but not limited to charges for internet service, cellular phone expenses, and printing.

12. Plaintiff and Aggrieved Employees also used their personal cell phones while working from the office.

13. Defendants knew or should have known that Aggrieved Employees incurred the cost of home internet service, cellular phone service, electricity and printing supplies while carrying out their job duties.

14. However, during the PAGA Period, Defendants maintained policies and/or practices that denied any or full reimbursement for these expenses.

15. As a result, Defendants' policies and/or practices required and/or with Defendants' knowledge thereof permitted, Aggrieved Employees to pay for their office business expenses including but not limited to internet in direct discharge of their job duties on behalf of Defendants, without reimbursement by Defendants in full or at all, for such expenses.

16. Upon information and belief, Defendants maintained a flat reimbursement of \$1.00 for cell phone usage and \$1.00 for remote work costs per day, which was only applicable to some employees, and, in any event, was wholly insufficient to reimburse Plaintiff and Aggrieved Employees for their necessary business expenses under § 2802.

17. As a result, Defendants violated Labor Code § 2802.

1                                    **CAUSE OF ACTION FOR PAGA CIVIL PENALTIES**  
2                                    **[Cal. Lab. Code §§ 2698 *et seq.*]**

3            18.      Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the  
4 preceding paragraphs.

5            19.      Plaintiff is an “aggrieved employee” under PAGA because she was employed by  
6 Defendants during the applicable statutory period and suffered one or more of the Labor Code violations  
7 alleged herein. As such, Plaintiff seeks to recover on behalf of Aggrieved Employees civil penalties under  
8 PAGA, plus reasonable attorneys’ fees and costs against Defendants, for the violations of Labor Code §  
9 2802.

10          20.      During the PAGA Period, as discussed above, Defendants required and/or expected  
11 Aggrieved Employees to work remotely from their home offices and/or incur cellphone expense even  
12 when working from Defendants’ offices. As a result, Aggrieved Employees incurred Home Office  
13 Expenses to conduct their basic job duties for Defendant. However, Defendants did not reimburse  
14 Aggrieved Employees for their necessarily incurred business expenses in violation of Labor Code § 2802.

15          21.      Pursuant to Labor Code § 2699(f)(2), Aggrieved Employees are entitled to one hundred  
16 dollars (\$100) per pay period for each initial violation and two hundred dollars (\$200) per pay period for  
17 each subsequent violation.

18                                    **PRAYER FOR RELIEF**

19            **WHEREFORE**, Plaintiff requests the following relief:

- 20            A. Civil penalties pursuant to PAGA;  
21            B. Reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g); and  
22            C. All other relief as this Court deems proper.

23          Dated: May 15, 2023

Respectfully submitted,

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26                                    By: Julian Hammond  
                                         HAMMONDLAW, P.C.

27                                    *Attorneys for Plaintiff and Aggrieved Employees*  
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