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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

ARIANA BELTRAN-CAMPUZANO
and ZOE LIMA, in their capacities as the
State of California's designated proxies
under the Private Attorneys General Act
and on behalf of others,

Plaintiffs,

vs.

STARBUCKS CORPORATION, a
Washington corporation; and DOES 1
through 50 inclusive

Defendants.

Case No.: 37-2023-00045351-CU-OE-CTL

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay State
Minimum/Regular Wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Make Payments Within
the Required Time;**
- 4. Meal and Rest Break Labor Code
Violations;**
- 5. Failure to Provide Accurate Wage
Statements;**
- 6. Failure to Maintain Records;**
- 7. Failure to Reimburse Work
Related Expenses;**
- 8. Failure to Properly Pay Sick/PTO
Pay; and**
- 9. Claim for miscellaneous Labor
Code Violations via the PAGA.**

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1 Plaintiffs ARIANA BELTRAN-CAMPUZANO and ZOE LIMA, in their
2 capacities as the State of California's designated proxies under the Private Attorneys
3 General Act and on behalf of Aggrieved Employees (collectively the "Plaintiffs"),
4 allege the following:

5 **NATURE OF THE ACTION**

6 1. This is a representative action under the Private Attorneys General Act
7 (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq.*

8 2. By this action, Plaintiffs seek civil penalties for Defendants' violations of
9 the California Labor Code. (*Adolph v. Uber Technologies, Inc.* (2023) 14 Cal. 5th
10 1104.)

11 **JURISDICTION AND VENUE**

12 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter
13 jurisdiction is proper in the Superior Court of California, County of San Diego, State
14 of California because Plaintiffs allege claims arising under California law.

15 4. This Court has jurisdiction over the Defendants because each is an
16 association, corporation, business entity, or individual that conducts substantial
17 business in the State of California, County of San Diego.

18 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is
19 proper in the Superior Court of California for the County of San Diego because this is
20 where Defendants conduct substantial business and where the Plaintiffs were harmed.

21 **THE PARTIES**

22 6. The State of California is the real party in interest in a PAGA action.
23 (*Kim v. Reins Int'l California, Inc.* (2020) 9 Cal.5th 73, 81 [the "government entity on
24 whose behalf the plaintiff files suit is always the real party in interest."].)

25 7. Plaintiff ARIANA BELTRAN-CAMPUZANO is an individual that
26 resides in California.

27 8. Plaintiff ZOE LIMA is an individual that resides in California.

28 9. Defendant STARBUCKS CORPORATION, a Washington corporation

1 doing business in California.

2 10. The true names and capacities, whether individual, corporate, associate,
3 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
4 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
5 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
6 seek leave to amend this Complaint to allege the true names and capacities of DOES
7 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and
8 believes, and based thereon alleges, that each of the DOE Defendants is in some
9 manner liable to Plaintiffs for the events and actions alleged herein. All named
10 Defendants and DOES 1 through 50 are collectively referred to as "Defendants."

11 11. Plaintiffs are informed and believe, and based thereon allege that at all
12 times relevant herein each Defendant was acting as an agent, joint venture, or as an
13 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
14 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
15 that each is responsible for the acts of the other in connection with the conspiracy and
16 in proximate connection with the other Defendants.

17 12. Plaintiffs are informed and believe, and based thereon allege that each
18 Defendant was acting partly within and partly without the scope and course of their
19 employment, and was acting with the knowledge, permission, consent, and
20 ratification of every other Defendant.

21 13. Plaintiffs are informed and believe, and based thereon allege that each
22 of the Defendants was an agent, managing general partner, managing member, owner,
23 co-owner, partner, employee, and/or representative of each of the Defendants, and
24 were at all times material hereto, acting within the purpose and scope of such agency,
25 employment, contract and/or representation, and that each of them are jointly and
26 severally liable to Plaintiffs for the acts alleged herein

27 14. Plaintiffs are informed and believe, and based thereon allege that each
28 of the Defendants are liable to Plaintiffs under legal theories and doctrines including

1 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
2 alter ego, based in part, on the facts set forth below.

3 15. Plaintiffs are informed and believe, and based thereon allege that each of
4 the named Defendants are part of an integrated enterprise and have acted or currently
5 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
6 the wage and hour violations alleged herein.

7 **GENERAL ALLEGATIONS**

8 16. Defendants are generally in the coffee and food business.

9 17. At all times relevant, Defendants employed Plaintiff BELTRAN-
10 CAMPUZANO in one of Defendants' stores on an hourly basis as a non-exempt
11 nonunion worker who performed work in San Diego County California from about
12 July 26, 2019 until Defendants terminated her on or about November 2, 2022.

13 18. At all times relevant, Defendants employed Plaintiff LIMA in one of
14 Defendants' stores on an hourly basis as a non-exempt nonunion worker who
15 performed work in San Diego County California from about November 16, 2020 until
16 Defendants terminated her on or about November 9, 2022.

17 19. The named Plaintiffs are "aggrieved employees" because Defendants
18 employed Plaintiffs in California and Plaintiffs experienced one or more of the
19 alleged Labor Code violations committed against the Plaintiffs, and therefore the
20 named Plaintiffs is properly suited to act on behalf the state, and collect civil penalties
21 for all violations committed against the Represented Employees, who are also
22 aggrieved employees as defined by Labor Code § 2699(c).

23 20. California law provides that an aggrieved employee may file a
24 representative action under the PAGA against an employer for civil penalties in
25 connection with violations of the Labor Code and Wage Order.

26 21. On information and belief, current and former employees of Defendants
27 suffered from Defendants' Labor Code violations.
28

1 **Wage Claims.**

2 22. During all times relevant and pursuant to company policy and/or practice
3 and/or direction, Plaintiffs are informed and believe, and therefore allege, that
4 Defendants employed failed to pay Aggrieved Employees all wages, e.g., overtime,
5 minimum wages, etc., as required by law.

6 23. According to § 49.1.1 of the California Division of Labor Standards and
7 Enforcement Policies and Interpretations Manual, “In California, as with the federal
8 FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay
9 includes many different kinds of remuneration, for example: hourly earnings, salary,
10 piecework earnings, commissions, certain bonuses, and the value of meals and
11 lodging.” (Emphasis added.)

12 24. Plaintiffs allege that Defendants provided remuneration that was not
13 included into their regular rate of pay in the correct amount toward their wages owed,
14 including but not limited to their sick pay, meal and rest break premium payments,
15 among other things in an amount to be proven at trial.

16 25. Further, Plaintiffs allege Defendants required Plaintiffs to open their
17 stores before clocking in and closing their stores after clocking out, a process that
18 took several minutes and which caused Plaintiffs to suffer a wage loss for this off-the-
19 clock labor in an amount to be proven at trial.

20 26. Additionally, Plaintiffs allege Defendants promised Plaintiffs bonus pay
21 for new hire referrals that Defendants hired as new employees, but Defendants never
22 paid all of their bonuses to them in an amount to be proven at trial.

23 27. This claim is premised on Plaintiffs’ right to pursue all Labor Code
24 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
25 *USA, Inc.* (2018) 23 Cal.App.5th 745.

26 **Failure to Pay Meal and Rest Break Premiums.**

27 28. During all times relevant and pursuant to company policy and/or practice
28 and/or direction, Plaintiffs are informed and believe and based thereupon allege that

1 Defendants deprived Plaintiffs and other hourly employees from taking lawful meal
2 and rest periods and did not pay and refused to pay premium pay to workers for all
3 deficient or missed meal and rest breaks despite knowing its workers involuntarily
4 missed their meal and rest breaks.

5 29. For example, Plaintiffs allege that Defendants told Plaintiffs not to leave
6 the store for many of their meal breaks, in an amount to be proven at trial, because
7 they had the keys to the store.

8 30. As another example, Plaintiffs allege that sometimes when their meal
9 breaks were terminated, i.e., less than the legally authorized amount of 30 minutes,
10 either because of customer demands or similar reasons, Defendants prevented
11 Plaintiffs from taking the remaining amount of time they lost at a later time in the day
12 for their meal breaks in an amount to be proven at trial.

13 31. Plaintiffs are informed and believe and based thereupon allege that also
14 because of Defendants' policy, Defendants prevented Aggrieved Employees from
15 taking all their uninterrupted rest breaks to which they had the right to enjoy in an
16 amount to be proven at trial, and Defendants failed to pay them all premium pay to
17 which they had a right to receive as required under California law. (*See Augustus v.*
18 *ABM Security Services* (2016) 2 Cal.5th 257.)

19 32. Even when Defendants paid Plaintiffs premium payments for missed
20 meal and/or rest breaks, Defendants underpaid the amount they should have paid
21 pursuant to California law in an amount to be proven at trial.

22 33. This claim is premised on Plaintiffs' right to pursue all Labor Code
23 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
24 *USA, Inc.* (2018) 23 Cal.App.5th 745.

25 **Unreimbursed Work-Related Expense Claims.**

26 34. During all times relevant and pursuant to company policy and/or practice
27 and/or direction, Plaintiffs are informed and believe and based thereupon allege that
28 Defendants failed to reimburse its employees for work related expenses.

1 35. For example, Defendants encouraged Plaintiffs to purchase decorations
2 for their store during holidays and special events, but they never reimbursed them for
3 their purchases.

4 36. Similarly, Plaintiffs ran errands with their vehicles for Defendants,
5 mileage that Defendants failed to reimburse them for in an amount to be proven at
6 trial.

7 37. Further, Plaintiffs were required to keep, use, and maintain working cell
8 phones during working hours to communicate via text and phone with district
9 managers and coworkers in the fulfillment of their duties to the Defendants, such as to
10 conduct scheduling, identify problems, order supplies and merchandise for the stores,
11 among other things.

12 38. This claim is also premised on Plaintiffs' right to pursue all Labor Code
13 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
14 *USA, Inc.* (2018) 23 Cal.App.5th 745.

15 **Wage Statement Claims.**

16 39. During all times relevant and pursuant to company policy and/or practice
17 and/or direction, Plaintiffs are informed and believe, and therefore allege that
18 Defendants issued Plaintiffs and other Aggrieved Employees erroneous wage and
19 earning statements.

20 40. As to Plaintiffs' PAGA case, this claim is premised, in part, on Plaintiffs'
21 right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v.*
22 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

23 **Derivative Claims.**

24 41. During all times relevant and pursuant to company policy and/or practice
25 and/or direction, Plaintiffs and others did not receive their final paychecks
26 immediately upon involuntary termination or within 72 hours of voluntary separation,
27 were not paid final wages at the location of employment, and said final paychecks did
28 not include all wages due to the employee.

1 42. Plaintiffs did not receive his final paycheck immediately upon
2 involuntary termination or within 72 hours of voluntary separation and said final
3 paychecks did not include all wages due to the employee or any waiting time
4 penalties.

5 43. For example, on or about November 2, 2022, Defendants terminated
6 Plaintiff BELTRAN- CAMPUZANO's employment.

7 44. The date of Plaintiff BELTRAN- CAMPUZANO's last paycheck,
8 however, is November 3, 2022--one day late in violation of Labor Code § 201.

9 45. Similarly, on or about November 9, 2022, Defendants terminated
10 Plaintiff LIMA's employment.

11 46. The date of Plaintiff LIMA's last paycheck, however, is November 10,
12 2022--one day late in violation of Labor Code § 201.

13 47. When Defendants terminated Plaintiffs, Plaintiffs allege that Defendants
14 failed to pay Plaintiffs all unpaid wages in their final paychecks or in a timely manner
15 pursuant to law.

16 48. Based on the foregoing misconduct, Defendants issued Plaintiffs
17 erroneous paystubs.

18 49. To date, Plaintiffs allege that Defendants have not paid Plaintiffs all of
19 Plaintiffs' wages due and payable, in an amount to be proven at trial.

20 50. Plaintiffs' derivative claims are also premised, in part, on Plaintiffs' right
21 to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v.*
22 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

23 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

24 51. This wage and hour representative action filed pursuant to PAGA, §§
25 2698, 2699 generally consists of the following group:

26 **All current or former employees Defendants employed in**
27 **California from April 20, 2022 to the present.**

28 52. All members of the represented group are referred to as the "Aggrieved

1 Employees.”

2 53. The “Representative Period” means from **April 20, 2022 to the present.**

3 54. Plaintiff further alleges, on information and belief, that Aggrieved
4 Employees, did not receive all wages due at the time their employment ended with
5 Defendants.

6 55. On information and belief, Defendants current and former employees
7 were subject to wage and hour violations by Defendants, including failing to be paid
8 for all wages due.

9 56. California law provides that an employee may file an action against an
10 employer for penalties in connection with violations of the Labor Code and Wage
11 Orders provided the aggrieved employee file an action on behalf of him or herself and
12 similarly situated current and former employees.

13 57. At all material times, Defendants and DOES 1 through 50 were and/or
14 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
15 Employees’ employer, within the meaning of California Labor Code § 558, who
16 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
17 Labor Code or any provision regulating hours and days of work in any Order of the
18 Industrial Welfare Commission and, as such, are subject to penalties for each
19 underpaid employee as set for in Labor Code § 558.

20 58. As set forth in further detail below, because of the analysis and
21 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent the required
22 correspondence to the California Labor and Workforce Development Agency
23 (“LWDA”) and to Defendants informing Defendants of Plaintiffs’ claims and
24 Plaintiffs’ intent to pursue litigation.

25 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

26 59. Pursuant to the PAGA, on **April 20, 2023**, Plaintiffs, *et al.*, via counsel,
27 sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating
28 that Plaintiffs are pursuing the claims alleged in this Complaint. (See LWDA Case

No. LWDA-CM-949817-23.)

60. The statutory period for Plaintiffs has expired for the letter alleged above and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

61. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies to pursue claims and remedies as authorized by the PAGA.

62. The Causes of Action alleged herein are appropriately suited for a Representative Action under PAGA (Labor Code § 2698, *et seq.*) because:

- a. This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;
- b. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the Labor Code violations alleged on this Complaint committed against them; and
- c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

FIRST CAUSE OF ACTION

Representative Claim via the PAGA for Failure to Pay State Minimum/Regular Wages in Violation of California Labor Code §§ 200, 218.5, 227.3, 1194, 1197, 1811, and 1815, and the applicable Wage Order (Against all Defendants)

63. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

64. Pursuant to Labor Code including but not limited to §§ 200, 218.5, 1194,

1 1197, 1197.1, 1811, 1815, and 1198, it is unlawful for a California employer to suffer
2 or permit an employee to work without paying wages for all hours worked, as
3 required by the applicable Industrial Welfare Commission (IWC) Wage Order.

4 65. Labor Code § 227.3 provides that “[u]nless otherwise provided by a
5 collective bargaining agreement, whenever a contract of employment or employer
6 policy provides for vacation time, all vested vacation shall be paid to him as wages in
7 accordance with such contract or employment or employer policy respecting
8 eligibility or time served; provided, however, that an employment contract or
9 employer policy shall not provide for the forfeiture of vested vacation time upon
10 termination.”

11 66. Plaintiffs are informed and believe and based thereupon allege that
12 during all times relevant, Plaintiffs were not paid minimum/regular wages for all
13 hours suffered or permitted to work in violation of California law.

14 67. Plaintiffs are also informed and believe and based thereupon allege that
15 Defendants failed to pay Aggrieved Employees for all vacation/PTO pay they
16 accrued.

17 68. During all times relevant, Defendants were required to pay Plaintiffs and
18 other members of the Aggrieved Employees their respective hourly rate for all hours
19 worked and/or minimum wages per state law or applicable local law.

20 69. During all times relevant, at least one of the IWC Wage Orders applied
21 to Plaintiffs’ employment with Defendants.

22 70. Pursuant to the applicable Wage Order, “hours worked” include the time
23 during which an employee is “suffered or permitted to work, whether or not required
24 to do so.”

25 71. During the proposed Aggrieved Employees Period and based on the
26 misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved
27 Employees minimum/regular wages for all hours suffered or permitted to work in
28 violation of state and/or local law.

1 72. Labor Code § 1194 subdivision (a) permits an action to recover wages
2 because of the payment of a wage less than the minimum wage “applicable to the
3 employee” including attorneys’ fees, costs, and interest.

4 73. At all material times, Defendants were and/or are Aggrieved
5 Employees’ employers or persons acting on behalf of Aggrieved Employees’
6 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
7 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
8 Labor Code or any provision regulating hours and days of work in any Order of the
9 Industrial Welfare Commission and, as such, are subject to civil penalties for each
10 underpaid employee as set for in Labor Code § 558.

11 74. In committing the violations of state law as herein alleged, Plaintiffs are
12 informed and believe based there upon allege that Defendants have knowingly and
13 willfully refused to perform their obligations to compensate Aggrieved Employees for
14 all wages earned and all hours worked.

15 75. As a direct result, Aggrieved Employees have suffered and continue to
16 suffer, substantial losses related to the use and enjoyment of such compensation,
17 wages, lost interest on such monies and expenses and attorneys’ fees in seeking to
18 compel Defendants to fully perform their obligations under state and/or local law.

19 76. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
20 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
21 period for the initial violation and two hundred (\$200.00) for each aggrieved
22 employee per pay period for each subsequent violation in which Defendants violated
23 the minimum wage and/or regular wage provisions of the Labor Code, including but
24 not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815,
25 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in
26 an amount to be shown according to proof at trial.

27 77. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
28 seek to recover from Defendants, and each of them, penalties, attorneys’ fees, and

1 costs incurred herein.

2 **SECOND CAUSE OF ACTION**

3 **Representative Claim via the PAGA for**

4 **Failure to Pay State Overtime and/or Double-Time Compensation**
5 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**
6 **1182.12, 1194, 1194.2, 1197, 1197.1,**
7 **1811, 1815, and the Applicable IWC Wage Order**

8 (Against all Defendants)

9 78. Plaintiffs re-allege and incorporate by reference the foregoing allegations
10 as though set forth herein.

11 79. California law requires an employer to pay each employee for the actual
12 hours worked. (*See* Cal. Labor Code §§ 200, 226.)

13 80. During all times relevant, one or more of the IWC Wage Orders applied
14 to Plaintiffs' employment with Defendants.

15 81. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
16 Order 15, "hours worked" include the time during which an employee is "suffered or
17 permitted to work, whether or not required to do so."

18 82. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
19 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
20 hours in a week and eight (8) hours in a day, the employer must pay the employee's
21 regular hourly wage.

22 83. For each hour (or fraction thereof) an employee works over forty (40)
23 hours in a week or more than eight (8) hours in a workday the employer must pay the
24 rate of one and a half times the employee's regular hourly wage.

25 84. For each hour (or fraction thereof) an employee works more than
26 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
27 consecutive day of work, the employer must compensate the employee at the rate of
28 no less than twice the regular rate of pay for that employee.

1 85. During all times relevant, and pursuant to company policy and/or
2 practice and/or direction, Defendants required Plaintiffs and the Aggrieved
3 Employees to work more than 40 hours per week and/or eight hours in a workday to
4 which they had the right to receive wages and Defendants did not pay Plaintiff and
5 the Aggrieved Employees all overtime compensation to which they should have
6 received at the applicable wage rate.

7 86. As alleged herein, Defendants failed to pay Aggrieved Employees all
8 overtime to which they had a right to receive.

9 87. In committing the violations of state law as herein alleged, Defendants
10 have knowingly and willfully refused to perform their obligations to compensate
11 Aggrieved Employees for all wages earned and all hours worked.

12 88. At all material times, Defendants were and/or are Aggrieved Employees'
13 employers or persons acting on behalf of Aggrieved Employees' employer, within the
14 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
15 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
16 regulating hours and days of work in any Order of the Industrial Welfare Commission
17 and, as such, are subject to penalties for each underpaid employee as set for in Labor
18 Code § 558.

19 89. In committing the violations of state law as herein alleged, Defendants
20 have knowingly and willfully refused to perform their obligations to compensate
21 Aggrieved Employees for all wages earned and all hours worked.

22 90. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
23 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
24 period for the initial violation and two hundred (\$200.00) for each aggrieved
25 employee per pay period for each subsequent violation in which Defendants violated
26 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
27 and 1194, the exact amount of the penalties sought is in an amount to be shown
28 according to proof at trial.

91. Pursuant to Labor Code § 2699, *et seq.* Plaintiffs seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

THIRD CAUSE OF ACTION

Representative Claim via the PAGA for

Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of California Labor Code §§ 201, 201.3, 202, 203, 203.1, 204, 204b, 204.2, 210, 218.5, 218.6, 256, 1198 and the applicable Wage Order

(Against all Defendants)

92. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

93. Pursuant to Labor Code § 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

94. Pursuant to Labor Code § 202, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

95. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

96. Pursuant to Labor Code § 204, “all wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

97. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be

1 paid for not later than the regular payday of the employer for such weekly-paid
2 employee falling during the following calendar week.”

3 98. Defendants did not properly pay Plaintiff and Aggrieved Employees
4 pursuant to the requirements of Labor Code, including but not limited to §§ 201,
5 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek
6 the unpaid wages.

7 99. To date, Defendants have not paid terminated Aggrieved Employees all
8 earned wages as required by law.

9 100. At all material times, Defendants and DOES 1 through 50 were and/or
10 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
11 Employees’ employer, within the meaning of California Labor Code § 558, who
12 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
13 Labor Code or any provision regulating hours and days of work in any Order of the
14 Industrial Welfare Commission and, as such, are subject to penalties for each
15 underpaid employee as set for in Labor Code § 558.

16 101. In committing the violations of state law as herein alleged, Defendants
17 have knowingly and willfully refused to perform their obligations to compensate
18 Aggrieved Employees for all wages earned and all hours worked.

19 102. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
20 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
21 period for the initial violation and two hundred (\$200.00) for each aggrieved
22 employee per pay period for each subsequent violation in which Defendants violated
23 the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b,
24 204.2, 210, 218.5, 218.6, 256.

25 103. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
26 Employees of their rightfully earned wages as a direct and proximate result of
27 Defendants’ failure and refusal to pay said compensation and for the reasons alleged
28 in this Complaint.

104. Wherefore, the Plaintiffs request all remedies available to them and to the Aggrieved Employees pursuant to the PAGA.

FOURTH CAUSE OF ACTION

**Representative Claim for Penalties via the PAGA for
Failure to Comply with the Meal and Rest Break Requirements Under Labor
Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

(Against all Defendants)

105. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

106. Based on the misconduct alleged in this Complaint, Defendants failed to pay Plaintiff and Aggrieved Employees premium pay for all their missed meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

107. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiff and Aggrieved Employees for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium wages.

108. Defendants also failed to provide Plaintiff, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

109. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

110. Wherefore, the Plaintiffs request all remedies available to them and to the Aggrieved Employees pursuant to the PAGA.

1 **FIFTH CAUSE OF ACTION**

2 **Representative Claim for Penalties via the PAGA for**
3 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
4 **and the applicable IWC Wage Order**

5 (Against all Defendants)

6 111. Plaintiffs re-allege and incorporate by reference the foregoing allegations
7 as though set forth herein.

8 112. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
9 pertinent part, that every employer shall, “semimonthly or at the time of each
10 payment of wages, shall furnish to his or her employees, either as a detachable part of
11 the check, draft, or voucher paying the employee's wages, or separately if wages are
12 paid by personal check or cash, an accurate itemized statement in writing showing (1)
13 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
14 piece-rate units earned and any applicable piece rate if the employee is paid on a
15 piece-rate basis, (4) all deductions, provided that all deductions made on written
16 orders of the employee may be aggregated and shown as one item, (5) net wages
17 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
18 name of the employee and only the last four digits of his or her social security
19 number..., (8) the name and address of the legal entity that is the employer. . . , and
20 (9) all applicable hourly rates in effect during the pay period and the corresponding
21 number of hours worked at each hourly rate by the employee and, beginning July 1,
22 2013, if the employer is a temporary services employer as defined in Section 201.3,
23 the rate of pay and the total hours worked for each temporary services assignment. . .”
24 (Labor Code § 226 subdivision (a).)

25 113. Upon information and belief, during all times relevant to this action,
26 Defendants did not provide accurate wage statements throughout the Aggrieved
27 Employees Period and, thus, Plaintiffs assert this claim both as a stand-alone claim
28 and derivative of their unpaid wage claims.

1 114. On numerous occasions, an exact amount by which will be proven at
2 trial, Defendants violated various provisions of § 226, including but not limited to
3 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), (a)(8), and (a)(9) by failing to provide
4 Plaintiffs and the Aggrieved Employees accurate itemized statement in writing
5 accurately showing gross wages earned, total hours worked by the employee, net
6 wages earned, rates of pay, among other things.

7 115. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
8 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
9 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
10 pay period for each subsequent violation in which all culpable Defendants violated
11 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
12 of the applicable penalty is all in an amount to be shown according to proof at trial.

13 116. Wherefore, Plaintiffs request all remedies available to them and to the
14 Aggrieved Employees pursuant to the PAGA.

15 **SIXTH CAUSE OF ACTION**

16 **Representative Claim for Penalties via the PAGA**

17 **For Failure to Maintain Required Records in Violation of California** 18 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

19 (Against All Defendants)

20 117. As a separate and distinct cause of action, Plaintiff re-alleges and
21 incorporates by reference, as though fully set forth herein, all the allegations
22 contained in this Complaint, excepting those allegations that are inconsistent with this
23 cause of action.

24 118. Section 7 of the applicable Wage Order requires every employer to
25 maintain time and payroll records.

26 119. Plaintiffs are informed and believe and based thereon alleges that during
27 all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders
28 and with Labor Code § 1174 by failing to maintain certain records which employers

1 are required to maintain, including but not limited to, all wage records.

2 120. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
3 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
4 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
5 pay period for each subsequent violation in which all culpable Defendants violated
6 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
7 of the applicable penalty is all in an amount to be shown according to proof at trial.

8 121. For the reasons alleged herein, Plaintiffs seek all available remedies
9 pursuant to the PAGA in an amount to be proven at trial including but not limited to
10 penalties, attorneys' fees, costs, and interest pursuant to law.

11 **SEVENTH CAUSE OF ACTION**

12 **Representative Claim for Penalties via the PAGA Claim for**

13 **Failure to Reimburse Business Expenses**

14 **in Violation of Labor Code §§ 1198 and 2802**

15 **(Against All Defendants)**

16 122. As a separate and distinct cause of action, Plaintiff re-alleges and
17 incorporates by reference, as though fully set forth herein, all the allegations
18 contained in this Complaint, excepting those allegations that are inconsistent with this
19 cause of action.

20 123. Pursuant to California Labor Code § 2802, an employer must indemnify
21 its employees "for all necessary expenditures or losses incurred by the employee in
22 direct consequence of the discharge of his or her duties"

23 124. On information and belief, Plaintiffs made necessary expenditures and
24 incurred losses as a direct consequence of the discharge of their duties and in
25 obedience to the directions of Defendants including, but not limited to, mileage,
26 automobile, cell phone, and internet expenses.

27 125. On information and belief, Defendants knew Plaintiffs were incurring the
28 expenses and were responsible for reimbursing Unreimbursed Expenses Aggrieved

1 Employees for their expenditures and losses as a direct consequence of the discharge
2 of their duties, but failed to do so.

3 126. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
4 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
5 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
6 pay period for each subsequent violation in which all culpable Defendants violated
7 the applicable Cal. Labor Code provisions alleged in this Complaint, including but not
8 limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty
9 is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

10 127. For the reasons alleged herein, Plaintiffs seek all available remedies
11 pursuant to the PAGA in an amount to be proven at trial including but not limited to
12 penalties, attorneys' fees, costs, and interest pursuant to law.

13 **EIGHTH CAUSE OF ACTION**

14 **Representative Claim for Civil Penalties Under the PAGA for** 15 **Violations of Labor Code §§ 246 and 246(l)**

16 (Against all Defendants)

17 128. Plaintiffs re-allege and incorporate by reference the foregoing allegations
18 as though set forth herein.

19 129. Under Labor Code §§ 246 and 246(l), employers in California must
20 provide employees with paid sick leave (or Paid Time Off pay in lieu of sick leave) to
21 be paid at a specified rate of pay which must factor in additional earnings during a
22 given pay period wherein such leave is used. (*Wood v. Kaiser Foundation Hospitals*
23 (Mar. 23, 2023, No. D079528) ___Cal.App.5th___ [2023 Cal. App. LEXIS 218].)

24 130. During their employment, Plaintiff and Represented Employees earned
25 additional nondiscretionary compensation, such as, for example, commissions.

26 131. Upon information and belief, Defendants paid sick leave (an/or PTO in
27 lieu thereof) at the incorrect rate of pay resulting in the underpayment of wages.

28 132. By way of one example, Defendants failed to appropriately include

1 additional nondiscretionary payments and compensation -- including but not limited
2 to commissions -- when computing the appropriate rate of pay for sick leave wages.

3 133. The PAGA imposes upon Defendants, and each of them, civil penalties
4 for violating Labor Code §§ 246 and 246(l).

5 134. Civil penalties under the PAGA are equitable in nature. (*Nationwide*
6 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, (2020) 9 Cal.5th 279.)

7 135. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
8 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
9 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
10 employee for subsequent violations for all Labor Code provisions for which a civil
11 penalty is not specifically provided.

12 136. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
13 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
14 amount to be shown according to proof.

15 137. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
16 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
17 amount to be shown according to proof.

18 138. Pursuant to the PAGA, and/or Labor Code § 2699(g), Plaintiffs seek to
19 recover reasonable attorneys' fees, costs, and filing fees paid to the LWDA in an
20 amount to be shown according to proof.

21 **NINTH CAUSE OF ACTION**

22 **Representative Claim for Penalties via the PAGA**

23 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

24 **Individual and Representative Claim for PAGA Penalties and Wage**

25 **Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California**

26 **Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1,**
27 **203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d)**
28 **of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2,**

230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order

(Against all Defendants)

139. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

140. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

141. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

142. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§

1 2698 and 2699.

2 143. Plaintiffs are “aggrieved employees” because Plaintiffs were employed
3 by the alleged violator and had one or more of the alleged violations committed
4 against Plaintiffs, and therefore are properly suited to represent the interests of other
5 current and former Represented Employees.

6 144. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
7 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
8 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
9 employee for subsequent violations for all Labor Code provisions for which a civil
10 penalty is not specifically provided.

11 145. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
12 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
13 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
14 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,
15 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
16 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,
17 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,
18 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,
19 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the
20 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,
21 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,
22 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of
23 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
24 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,
25 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,
26 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
27 and 6399.7.

28 146. Labor Code § 558 establishes a civil penalty as follows: Any employer

1 or other person acting on behalf of an employer who violates, or causes to be violated,
2 a section of this chapter or any provision regulating hours and days of work in any
3 order of the Industrial Welfare Commission (including the “Hours and Days of Work”
4 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
5 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
6 which the employee was underpaid in addition to an amount sufficient to recover
7 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
8 each underpaid employee for each pay period for which the employee was underpaid
9 in addition to an amount sufficient to recover underpaid wages; and (3) wages
10 recovered pursuant to this section shall be paid to the affected employee.

11 147. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as
12 permitted by law.

13 148. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
14 attorney’s fees, costs, civil penalties, and wages on behalf of Plaintiff and other
15 current and former Represented Employees as alleged herein in an amount to be
16 shown according to proof at trial and within the jurisdictional limits of this Court.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 19 1. That Defendants be found liable to the Plaintiffs;
- 20 2. For all remedies available to the Plaintiffs under the applicable provisions
21 of the Labor Code via the PAGA Labor Code § 2698, *et seq.* including an award of
22 attorneys’ fees, costs, interest, liquidated damages, damages, penalties and waiting
23 time penalties according to proof to the extent permitted by law;
- 24 3. For maximum civil penalties available under the Labor Code and
25 applicable Wage Order as described more particularly in this Complaint,
26 representative PAGA claims including the payment of wages as set forth in Labor
27 Code § 558;
- 28 4. That Aggrieved Employees be awarded reasonable attorneys’ fees where

1 available by law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*,
2 Code of Civil Procedure § 1021.5, and/or other applicable laws; and

3 5. For any other relief the Court may deem just, proper, and equitable.

4
5 Dated: October 17, 2023

Law Office of Thomas D. Rutledge

6 By: Thomas D. Rutledge
7 /s/Thomas D. Rutledge, Esq.
8 Attorneys for Plaintiffs
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