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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

GUADALUPE BENITEZ, an individual, in her
representative capacity, on behalf of herself and
fellow current and former aggrieved employees,

Plaintiff,

v.

EMPLOYBRIDGE OF DALLAS, INC., a
Georgia corporation; EMPLOYBRIDGE
HOLDING COMPANY, a Delaware
corporation; EMPLOYMENT SOLUTIONS
MANAGEMENT, INC., a Georgia corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No: **23TRCV04304**

REPRESENTATIVE ACTION
COMPLAINT FOR:

- 1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ

1 PLAINTIFF GUADALUPE BENITEZ (“PLAINTIFF”), an individual, in her
2 representative capacity and on behalf of herself, the State of California, and fellow current and
3 former AGGRIEVED EMPLOYEES, defined *supra*, against EMPLOYBRIDGE OF DALLAS,
4 INC., a Georgia corporation; EMPLOYBRIDGE HOLDING COMPANY, a Delaware
5 corporation; EMPLOYMENT SOLUTIONS MANAGEMENT, INC., a Georgia corporation
6 (“DEFENDANT” and/or “DEFENDANTS”), alleges on information and belief, except for her
7 own acts and knowledge which are based on personal knowledge, the following:

8 **INTRODUCTION**

9 1. PLAINTIFF brings this representative action pursuant to the Private Attorneys
10 General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the LWDA
11 and other current and former aggrieved employees of DEFENDANT for engaging in a pattern
12 and practice of wage and hour violations under the California Labor Code.

13 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
14 decreased their employment-related costs by systematically violating California wage and hour
15 laws.

16 3. DEFENDANT’S systematic pattern of wage and hour and IWC Wage Order
17 violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

- 18 a. Failure to provide compliant meal and rest periods;
- 19 b. Failure to allow employees to take duty-free meal and rest periods;
- 20 c. Failure to pay all minimum, sick pay, regular and overtime wages;
- 21 d. Failure to correctly calculate the regular rate of pay;
- 22 e. Failure to pay within seven (7) days of the close of payroll;
- 23 f. Failure to pay for all hours worked;
- 24 g. Failure to maintain true and accurate records;
- 25 h. Failure to reimburse for required business expenses;
- 26 i. Failure to provide accurate itemized wage statements; and
- 27 j. Failure to timely pay wages due during, and upon termination of employment.

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4. PLAINTIFF brings this representative action against DEFENDANT on behalf of the LWDA and all other aggrieved employees of DEFENDANT in California seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

THE PARTIES

6. Defendant EMPLOYBRIDGE OF DALLAS, INC. (“Defendant Employbridge of Dallas”) is a Georgia corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

7. Defendant EMPLOYBRIDGE HOLDING COMPANY (“Defendant Employbridge Holding Company”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. Defendant EMPLOYMENT SOLUTIONS MANAGEMENT, INC. (“Defendant Employment Solutions Management”) is a Georgia corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

9. Defendant Employbridge of Dallas, Defendant Employbridge Holding Company and Defendant Employment Solutions Management were the joint employers of PLAINTIFF and the AGGRIEVED EMPLOYEES as evidenced by the documents issued to PLAINTIFF and the AGGRIEVED EMPLOYEES, by the company PLAINTIFF and the AGGRIEVED EMPLOYEES performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF and the AGGRIEVED EMPLOYEES. Therefore, Defendant Employbridge of Dallas, Defendant Employbridge Holding Company and Defendant Employment Solutions Management are jointly responsible as employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

10. DEFENDANT was the employer of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for.

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1 11. DEFENDANT owns and operates a staffing agency throughout the state of
2 California, including in the county of Los Angeles.

3 12. PLAINTIFF was employed by DEFENDANT in California from July of 2022 to
4 November of 2022, paid in part an hourly wage, and entitled to the legally required meal and rest
5 periods and payment of minimum and overtime wages due for all time worked.

6 13. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, bring this Representative Action on behalf of the State of California with respect to herself
9 and all individuals who are or previously were employed by Defendant Employbridge of Dallas
10 and/or Defendant Employbridge Holding Company and/or Defendant Employment Solutions
11 Management in California and classified as non-exempt employees (“AGGRIEVED
12 EMPLOYEES”) during the time period of October 24, 2022, and the present (“PAGA Period”).

13 14. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
14 Code § 2699(c) because she was employed by DEFENDANT and suffered one or more of the
15 alleged Labor Code violations committed by DEFENDANT.

16 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant
17 times were, employees of DEFENDANT, within the meanings set forth in the California Labor
18 Code and the applicable Industrial Welfare Commission Wage Order.

19 16. Each of the fictitiously named defendants participated in the acts alleged in this
20 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
21 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting
22 forth the true names and capacities of these fictitiously named Defendants when their true names
23 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the
24 fictitious Defendants have participated in the acts alleged in this Complaint.

25 17. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively
26 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S
27 employer, within the meaning of California Labor Code § 558, who violated or caused to be
28 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating

1 hours and days of work in any order of the Industrial Welfare Commission and, as such, are
2 subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all
3 relevant times.

4 18. DEFENDANTS were PLAINTIFF'S employer or persons acting on behalf of
5 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
6 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
7 employee a wage less than the minimum fixed by California state law, and as such, are subject to
8 civil penalties for each underpaid employee.

9 **JURISDICTION AND VENUE**

10 19. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
12 Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the
13 Private Attorney General Act of 2004, California Labor Code §2698, *et seq.*

14 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,
15 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times
16 maintained offices and facilities in this County and/or conduct substantial business in this County,
17 and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED
18 EMPLOYEES.

19 **THE CONDUCT**

20 21. In violation of the applicable sections of the California Labor Code and the
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
22 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
23 failed to provide legally compliant meal and rest periods, failed to accurately compensate
24 PLAINTIFF and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay
25 PLAINTIFF and AGGRIEVED EMPLOYEES for all time worked, failed compensate
26 PLAINTIFF and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFF
27 and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to compensate
28 PLAINTIFF and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to

1 reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for business expenses, and failed
2 to issue to PLAINTIFF and AGGRIEVED EMPLOYEES with accurate itemized wage statements
3 showing, among other things, all applicable hourly rates in effect during the pay periods and the
4 corresponding amount of time worked at each hourly rate. DEFENDANT's uniform policies and
5 practices are intended to purposefully avoid the accurate and full payment for all time worked as
6 required by California law which allows DEFENDANT to illegally profit and gain an unfair
7 advantage over competitors who comply with the law. To the extent equitable tolling operates to
8 toll claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD
9 should be adjusted accordingly.

10 **A. Meal Period Violations**

11 22. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
12 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning
13 the time during which an employee is subject to the control of an employer, including all the time
14 the employee is suffered or permitted to work. From time to time during the PAGA PERIOD,
15 DEFENDANT required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying
16 them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT
17 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S
18 off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a
19 partial lunch. As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
20 minimum wage and overtime compensation by regularly working without their time being
21 accurately recorded and without compensation at the applicable minimum wage and overtime
22 rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
23 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
24 records.

25 23. From time to time during the PAGA PERIOD, as a result of their rigorous work
26 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
27 AGGRIEVED EMPLOYEES are from time to time unable to take thirty (30) minute off duty
28 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other

1 AGGRIEVED EMPLOYEES are required to perform work as ordered by DEFENDANT for more
2 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT
3 fails to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal
4 period for some workdays in which these employees are required by DEFENDANT to work ten
5 (10) hours of work. The nature of the work performed by PLAINTIFF and other AGGRIEVED
6 EMPLOYEES does not qualify for the limited and narrowly construed “on-duty” meal period
7 exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED
8 EMPLOYEES were, from time to time, required to remain on duty and on call. DEFENDANT’s
9 failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES Members with legally
10 required meal breaks is evidenced by DEFENDANT’s business records. PLAINTIFF and
11 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and
12 in accordance with DEFENDANT’s strict corporate policy and practice.

13 **B. Rest Period Violations**

14 24. From time to time during the PAGA PERIOD, PLAINTIFF and other
15 AGGRIEVED EMPLOYEES were also required to work in excess of four (4) hours without being
16 provided ten (10) minute rest periods as a result of their rigorous work requirements and
17 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied
18 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
19 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
20 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
21 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
22 time to time. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED
23 EMPLOYEES were, from time to time, required to remain on premises, on duty and/or on call
24 and/or on the premises. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not
25 provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and
26 DEFENDANT’s inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were
27 from time to time denied their proper rest periods by DEFENDANT and DEFENDANT’s
28 managers.

1 **C. Unreimbursed Business Expenses**

2 25. DEFENDANT as a matter of corporate policy, practice, and procedure,
3 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
4 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the
5 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their
6 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
7 required to indemnify employees for all expenses incurred in the course and scope of their
8 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence
10 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
11 even though unlawful, unless the employee, at the time of obeying the directions, believed them
12 to be unlawful."

13 26. In the course of their employment, DEFENDANT required PLAINTIFF and other
14 AGGRIEVED EMPLOYEES to incur personal expenses for the use of their personal cell phones
15 and personal vehicles, and the purchasing their uniforms as a result of and in furtherance of their
16 job duties. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to
17 use their own cell phones and vehicles, and purchase their uniforms in order to perform work
18 related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
19 AGGRIEVED EMPLOYEES for the personal expenses incurred for the use of their personal cell
20 phones and vehicles, and for purchasing their uniforms. As a result, in the course of their
21 employment with DEFENDANT, the PLAINTIFF and other AGGRIEVED EMPLOYEES
22 incurred unreimbursed business expenses that included, but were not limited to, costs related to
23 the use of their personal cell phones and vehicles, and purchasing their uniforms, all on behalf of
24 and for the benefit of DEFENDANT.

25 **D. Wage Statement Violations**

26 27. California Labor Code Section 226 required an employer to furnish its employees
27 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
28 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,

1 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of the employee's social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 28. From time to time during the PAGA PERIOD, when PLAINTIFF and other
7 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed
8 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
9 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
10 statements which failed to show, among other things, all deductions, the total hours worked and
11 all applicable hourly rates in effect during the pay period, and the corresponding amount of time
12 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
13 periods.

14 29. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
15 PLAINTIFF and the AGGRIEVED EMPLOYEES Members with wage statements that comply
16 with Cal. Lab. Code § 226.

17 30. As a result, DEFENDANT issued PLAINTIFF and AGGRIEVED EMPLOYEES
18 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT's violations are
19 knowing and intentional, were not isolated due to an unintentional payroll error due to clerical or
20 inadvertent mistake.

21 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

22 31. During the PAGA PERIOD, from time-to-time DEFENDANT failed and
23 continues to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours
24 worked.

25 32. During the PAGA PERIOD, from time-to-time DEFENDANT required
26 PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work. This
27 resulted in PLAINTIFF and AGGRIEVED EMPLOYEES to have to work while off-the-clock.

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1 33. DEFENDANT directed and directly benefited from the undercompensated off-the-
2 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

3 34. DEFENDANT controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

5 35. DEFENDANT was able to track the amount of time PLAINTIFF and
6 AGGRIEVED EMPLOYEES spent working; however, DEFENDANT failed to document, track,
7 or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work
8 they performed.

9 36. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt employees,
10 subject to the requirements of the California Labor Code.

11 37. DEFENDANT's policies and practices deprived PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
13 the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES
14 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
15 DEFENDANT's policies and practices also deprived them of overtime pay.

16 38. DEFENDANT knew or should have known that PLAINTIFF and AGGRIEVED
17 EMPLOYEES' off-the-clock work was compensable under the law.

18 39. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
19 them for all hours worked at DEFENDANT's direction, control, and benefit for the time spent
20 working while off-the-clock, including but not limited to, time spent answering managers and
21 coworkers questions. DEFENDANT's uniform policy and practice to not pay PLAINTIFF and
22 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
23 evidenced by DEFENDANT's business records.

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 40. From time to time during the PAGA PERIOD, DEFENDANT failed and continues
27 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES
28 for their overtime and double time hours worked, meal and rest period premiums, and redeemed

1 sick pay. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages
2 due to them for working overtime without compensation at the correct overtime and double time
3 rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANT's uniform
4 policy and practice not to pay the AGGRIEVED EMPLOYEES Members at the correct rate for
5 all overtime and double time worked, meal and rest period premiums, and redeemed sick pay in
6 accordance with applicable law is evidenced by DEFENDANT's business records.

7 41. State law provides that employees must be paid overtime at one-and-one-half times
8 their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were
9 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
10 employee's performance.

11 42. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
12 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF
13 and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for
14 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
15 basis with bonus compensation when the employees met the various performance goals set by
16 DEFENDANTS.

17 43. From-time-to-time, when calculating the regular rate of pay, in those pay periods
18 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid
19 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
20 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as
21 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all
22 non-overtime hours worked. Management and supervisors described the incentive/bonus program
23 to potential and new employees as part of the compensation package. As a matter of law, the
24 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
25 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment
26 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay
27 to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically,
28 California Labor Code Section 246 mandates that paid sick time for non-employees shall be

1 calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt
2 employee uses paid sick time, whether or not the employee actually works overtime in that
3 workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive
4 compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in
5 violation of Cal. Lab. Code § 246 the underpayment of which is recoverable under Cal. Labor Code
6 Sections 201, 202, 203 and/or 204.

7 44. In violation of the applicable sections of the California Labor Code and the
8 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
9 matter of company policy, practice, and procedure, intentionally and knowingly failed to
10 compensate PLAINTIFF and AGGRIEVED EMPLOYEES at the correct rate of pay for all
11 overtime and double time worked, meal and rest period premiums, and sick pay. This uniform
12 policy and practice of DEFENDANT is intended to purposefully avoid the payment of the correct
13 overtime and double time compensation, meal and rest period premiums, and sick pay as required
14 by California law which allowed DEFENDANT to illegally profit and gain an unfair advantage
15 over competitors who complied with the law. To the extent equitable tolling operates to toll
16 claims by the AGGRIEVED EMPLOYEES members against DEFENDANT, the PAGA
17 PERIOD should be adjusted accordingly.

18 **G. Sick Pay Violations**

19 45. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
20 July 1, 2015, works in California for the same employer for 30 or more days within a year from
21 the commencement of employment is entitled to paid sick days as specified in this section."
22 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
23 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF
24 and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave.

25 46. California Labor Code Section 246(i) requires an employer to furnish its
26 employees with written wage statements setting forth the amount of paid sick leave available.
27 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF
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1 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick
2 leave available.

3 **H. Violations for Untimely Payment of Wages**

4 47. Pursuant to California Labor Code section 204, PLAINTIFF and the
5 AGGRIEVED EMPLOYEES members were entitled to timely payment of wages during their
6 employment. PLAINTIFF and the AGGRIEVED EMPLOYEES members, from time to time, did
7 not receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
8 meal period premium wages, and rest period premium wages within permissible time period.

9 48. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
10 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to
11 Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become
12 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
13 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
14 wages at the time of quitting.” PLAINTIFF and the AGGRIEVED EMPLOYEES were, from time
15 to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at
16 the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

17 49. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
18 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
19 employment ended during the PAGA PERIOD.

20 **I. Unlawful Deductions**

21 50. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
22 and AGGRIEVED EMPLOYEES’ pay without explanations and without authorization to do so
23 or notice to PLAINTIFF and the AGGRIEVED EMPLOYEES Members. As a result,
24 DEFENDANTS violated Labor Code § 221.

25 **J. Unlawful Rounding Practices**

26 51. During the AGGRIEVED EMPLOYEES PERIOD, DEFENDANTS did not have
27 in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
28 AGGRIEVED EMPLOYEES for the actual time these employees worked each day, including

1 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
2 practice that resulted in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated
3 for all of their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully,
4 and unilaterally round the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF
5 and AGGRIEVED EMPLOYEES in order to avoid paying these employees for all their time
6 worked, including the applicable overtime compensation for overtime worked. As a result,
7 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, forfeited compensation
8 for their time worked by working without their time being accurately recorded and without
9 compensation at the applicable overtime rates.

10 52. Further, the mutability of DEFENDANT'S timekeeping system and unlawful
11 rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES' time
12 being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding
13 policy and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as
14 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
15 duty meal break.

16 **K. Timekeeping Manipulation**

17 53. During the PAGA PERIOD, DEFENDANTS, from time-to-time, did not have an
18 immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED
19 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each
20 day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result,
21 DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in
22 DEFENDANT'S timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order
23 to avoid paying these employees for all hours worked, applicable overtime compensation,
24 applicable sick pay, missed meal breaks and missed rest break.

25 54. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time-to-time,
26 forfeited time worked by working without their time being accurately recorded and without
27 compensation at the applicable pay rates.

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1 55. The mutability of the timekeeping system also allowed DEFENDANTS to alter
2 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S
3 timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED
4 EMPLOYEES clocked out for thirty (30) minute meal break when in fact the employees were not
5 at all times provided an off-duty meal break. This practice is a direct result of DEFENDANT's
6 uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal
7 breaks each day or otherwise compensate them for missed meal breaks.

8 56. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due
9 them for all hours worked at DEFENDANT'S direction, control and benefit for the time the
10 timekeeping system was inoperable. DEFENDANT'S uniform policy and practice to not pay
11 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
12 applicable law is evidenced by DEFENDANT'S business records.

13 57. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
14 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
15 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
16 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
17 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
18 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
19 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
20 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
21 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
22 without additional compensation and in accordance with DEFENDANT'S strict corporate policy
23 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
24 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
25 for required business expenses related to the personal expenses incurred for the use of her personal
26 cell phone, personal vehicle and purchase of work uniforms, on behalf of and in furtherance of
27 her employment with DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFF the
28 minimum, overtime and double time compensation still owed to her or any penalty wages owed

1 to her under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does
2 not exceed the sum or value of \$75,000.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

5 **(Cal. Lab. Code §§2698 et seq.)**

6 **(Alleged by PLAINTIFF against all Defendants)**

7 58. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 59. PAGA is a mechanism by which the State of California itself can enforce state
10 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
11 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
12 fundamentally a law enforcement action designed to protect the public and not to benefit private
13 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
14 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
15 PAGA, the California Legislature specified that "it was ... in the public interest to allow
16 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor
17 Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to
18 arbitration.

19 60. PLAINTIFF, and such persons that may be added from time to time who satisfy
20 the requirements and exhaust the administrative procedures under the Private Attorney General
21 Act, bring this Representative Action on behalf of the State of California with respect to herself
22 and all individuals who are or previously were employed by Defendant Employbridge of Dallas
23 and/or Defendant Employbridge Holding Company and/or Defendant Employment Solutions
24 Management in California and classified as non-exempt employees ("AGGRIEVED
25 EMPLOYEES") during the time period of October 24, 2022, and the present ("PAGA Period").

26 61. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
27 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
28 meaning of Labor Code Section 2699(c).

1 62. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE,
2 like PLAINTIFF, on behalf of herself and other current or former employees, to bring a civil
3 action to recover civil penalties pursuant to the procedures specified in Labor Code Section
4 2699.3

5 63. PLAINTIFF complied with the procedures for bringing suit specified in Labor
6 Code Section 2699.3. By certified letter, return receipt requested, dated October 24, 2023,
7 PLAINTIFF gave written notice to the Labor and Workforce Development Agency (“LWDA”)
8 and to DEFENDANTS of the specific provisions of the Labor Code alleged to have been
9 violated, including the facts and theories to support the alleged violations. See Exhibit #1.

10 64. As of the date of this complaint, more than sixty-five (65) days after serving the
11 LWDA with notice of DEFENDANT’S violations, the LWDA has not provided any notice by
12 certified mail of its intent to investigate the DEFENDANT’S alleged violations as mandated by
13 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
14 2699.3(a)(2)A, PLAINTIFF may commence and is authorized to pursue this cause of action.

15 65. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
16 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
17 Labor Code Section 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
18 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and
19 2804 in the following amounts:

20 a. For violation of Labor Code Sections 201, 202, 203, and 204, one hundred
21 dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the
22 initial violation and two hundred dollars (\$200) for AGGRIEVED
23 EMPLOYEE per pay period for each subsequent violation [penalty per Labor
24 Code Section 2699(f)(2)];

25 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
26 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
27 any initial violation and one thousand dollars for each subsequent violation
28 [penalty per Labor Code Section 226.3];

1 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
2 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
3 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
4 each subsequent violation [penalty per Labor Code Section 210];

5 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
6 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
7 EMPLOYEE for the initial violation and hundred dollars (\$100) for each
8 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
9 per Labor Code Section 558];

10 e. For violations of Labor Code Section 2269(a), a civil penalty in the amount
11 of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per
12 violation in an initial citation and one thousand dollars (\$1,000) per
13 AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor
14 Code Section 226.3];

15 f. For violations of Labor Code Section 1174(d), a civil penalty in the amount
16 of five hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per
17 Labor Code Section 1174.5].

18 g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
19 a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED
20 EMPLOYEE per pay period for the initial violation and two hundred dollars
21 fifty (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent
22 violation [penalty per Labor Code Section].

23 66. For all provisions of the Labor Code for which civil penalty is not specifically
24 provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100)
25 for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred
26 dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent
27 violation. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of
28

1 reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant
2 to Labor Code Section 2699(g)(1).

3 67. To the extent that any of the conduct and violations alleged herein did not affect
4 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
5 affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30
6 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App.
7 5th 745, 751 ["PAGA allows an "aggrieved employee"—a person affected by at least one Labor
8 Code violation committed by an employer—to pursue penalties for all the Labor Code violations
9 committed by that employer."], Emphasis added, reh'g denied (June 13, 2018).)

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 12 1. For reasonable attorney's fees and costs of suit to the extent permitted by law,
13 including pursuant to Labor Code § 2699, *et seq.*;
- 14 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under
15 the Private Attorneys General Act; and
- 16 3. For such other relief as the Court deems just and proper.

17
18 DATED: December 28, 2023

19 **ZAKAY LAW GROUP, APLC**

20 By: 

21 Shani O. Zakay

22 Attorney for PLAINTIFF
23
24
25
26
27
28

EXHIBIT 1

October 24, 2023

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

EMPLOYBRIDGE OF DALLAS, INC.

c/o Corporation Service Company
2 Sun Court, Suite 400
Peachtree Corners, GA, 30092

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 0842 0062 36

EMPLOYBRIDGE HOLDING COMPANY

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 0842 0062 43

EMPLOYMENT SOLUTIONS MANAGEMENT, INC.

c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 0842 0062 50

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff GUADALUPE BENITEZ ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendant EMPLOYBRIDGE OF DALLAS, INC. ("Defendant Employbridge of Dallas"), Defendant EMPLOYBRIDGE HOLDING COMPANY ("Defendant Employbridge Holding Company") and Defendant EMPLOYMENT SOLUTIONS MANAGEMENT, INC. ("Defendant Employment Solutions Management") (hereinafter, collectively, "Defendants"). Plaintiff was employed by Defendants from July of 2022 to November of 2022, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to her and other aggrieved employees,

which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant Employbridge of Dallas and/or Defendant Employbridge Holding Company and/or Defendant Employbridge Solutions Management in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

ZAKAY LAW GROUP, APLC

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Jackland K. Hom (State Bar #327243)
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mdelatorre@jcl-lawfirm.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

GUADALUPE BENITEZ, an individual, in her
representative capacity, on behalf of herself and
fellow current and former aggrieved employees,

Plaintiff,

v.

EMPLOYBRIDGE OF DALLAS, INC., a
Georgia corporation; EMPLOYBRIDGE
HOLDING COMPANY, a Delaware
corporation; EMPLOYMENT SOLUTIONS
MANAGEMENT, INC., a Georgia corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No:

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT [LABOR
CODE §§ 2698 ET SEQ

1 PLAINTIFF GUADALUPE BENITEZ (“PLAINTIFF”), an individual, in her
2 representative capacity and on behalf of herself, the State of California, and fellow current and
3 former AGGRIEVED EMPLOYEES, defined *supra*, against EMPLOYBRIDGE OF DALLAS,
4 INC., a Georgia corporation; EMPLOYBRIDGE HOLDING COMPANY, a Delaware corporation;
5 EMPLOYMENT SOLUTIONS MANAGEMENT, INC., a Georgia corporation (“DEFENDANT”
6 and/or “DEFENDANTS”), alleges on information and belief, except for her own acts and
7 knowledge which are based on personal knowledge, the following:

8 **INTRODUCTION**

9 1. PLAINTIFF brings this representative action pursuant to the Private Attorneys
10 General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the LWDA
11 and other current and former aggrieved employees of DEFENDANT for engaging in a pattern
12 and practice of wage and hour violations under the California Labor Code.

13 2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
14 decreased their employment-related costs by systematically violating California wage and hour
15 laws.

16 3. DEFENDANT’S systematic pattern of wage and hour and IWC Wage Order
17 violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

- 18 a. Failure to provide compliant meal and rest periods;
- 19 b. Failure to allow employees to take duty-free meal and rest periods;
- 20 c. Failure to pay all minimum, sick pay, regular and overtime wages;
- 21 d. Failure to correctly calculate the regular rate of pay;
- 22 e. Failure to pay within seven (7) days of the close of payroll;
- 23 f. Failure to pay for all hours worked;
- 24 g. Failure to maintain true and accurate records;
- 25 h. Failure to reimburse for required business expenses;
- 26 i. Failure to provide accurate itemized wage statements; and
- 27 j. Failure to timely pay wages due during, and upon termination of employment.

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1 4. PLAINTIFF brings this representative action against DEFENDANT on behalf of
2 the LWDA and all other aggrieved employees of DEFENDANT in California seeking all civil
3 penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

4 5. PLAINTIFF reserves the right to name additional representatives throughout the
5 State of California.

6 **THE PARTIES**

7 6. Defendant EMPLOYBRIDGE OF DALLAS, INC. (“Defendant Employbridge of
8 Dallas”) is a Georgia corporation that at all relevant times mentioned herein conducted and
9 continues to conduct substantial and regular business throughout California.

10 7. Defendant EMPLOYBRIDGE HOLDING COMPANY (“Defendant
11 Employbridge Holding Company”) is a Delaware corporation that at all relevant times mentioned
12 herein conducted and continues to conduct substantial and regular business throughout California.

13 8. Defendant EMPLOYMENT SOLUTIONS MANAGEMENT, INC. (“Defendant
14 Employment Solutions Management”) is a Georgia corporation that at all relevant times
15 mentioned herein conducted and continues to conduct substantial and regular business throughout
16 California.

17 9. Defendant Employbridge of Dallas, Defendant Employbridge Holding Company
18 and Defendant Employbridge Solutions Management were the joint employers of PLAINTIFF
19 and the AGGRIEVED EMPLOYEES as evidenced by the documents issued to PLAINTIFF and
20 the AGGRIEVED EMPLOYEES, by the company PLAINTIFF and the AGGRIEVED
21 EMPLOYEES performed work for respectively, and as these entities each exerted control over
22 the hours, wages and/or working conditions of PLAINTIFF and the AGGRIEVED
23 EMPLOYEES. Therefore, Defendant Employbridge of Dallas, Defendant Employbridge Holding
24 Company and Defendant Employbridge Solutions Management are jointly responsible as
25 employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

26 10. DEFENDANT was the employer of PLAINTIFF as evidenced by the documents
27 issued to PLAINTIFF and by the company PLAINTIFF performed work for.

28 11. DEFENDANT owns and operates a staffing agency throughout the state of
California, including in the county of Los Angeles.

1 12. PLAINTIFF was employed by DEFENDANT in California from July of 2022 to
2 November of 2022, paid in part an hourly wage, and entitled to the legally required meal and rest
3 periods and payment of minimum and overtime wages due for all time worked.

4 13. PLAINTIFF, and such persons that may be added from time to time who satisfy
5 the requirements and exhaust the administrative procedures under the Private Attorney General
6 Act, bring this Representative Action on behalf of the State of California with respect to herself
7 and all individuals who are or previously were employed by Defendant Employbridge of Dallas
8 and/or Defendant Employbridge Holding Company and/or Defendant Employbridge Solutions
9 Management in California and classified as non-exempt employees (“AGGRIEVED
10 EMPLOYEES”) during the time period of October 24, 2022, and the present (“PAGA Period”).

11 14. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
12 Code § 2699(c) because she was employed by DEFENDANT and suffered one or more of the
13 alleged Labor Code violations committed by DEFENDANT.

14 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant
15 times were, employees of DEFENDANT, within the meanings set forth in the California Labor
16 Code and the applicable Industrial Welfare Commission Wage Order.

17 16. Each of the fictitiously named defendants participated in the acts alleged in this
18 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
19 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting
20 forth the true names and capacities of these fictitiously named Defendants when their true names
21 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the
22 fictitious Defendants have participated in the acts alleged in this Complaint.

23 17. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively
24 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S
25 employer, within the meaning of California Labor Code § 558, who violated or caused to be
26 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
27 hours and days of work in any order of the Industrial Welfare Commission and, as such, are
28

1 subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all
2 relevant times.

3 18. DEFENDANTS were PLAINTIFF'S employer or persons acting on behalf of
4 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
5 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
6 employee a wage less than the minimum fixed by California state law, and as such, are subject to
7 civil penalties for each underpaid employee.

8 **JURISDICTION AND VENUE**

9 19. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
11 Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the
12 Private Attorney General Act of 2004, California Labor Code §2698, *et seq.*

13 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times
15 maintained offices and facilities in this County and/or conduct substantial business in this County,
16 and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED
17 EMPLOYEES.

18 **THE CONDUCT**

19 21. In violation of the applicable sections of the California Labor Code and the
20 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
21 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
22 failed to provide legally compliant meal and rest periods, failed to accurately compensate
23 PLAINTIFF and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay
24 PLAINTIFF and AGGRIEVED EMPLOYEES for all time worked, failed compensate
25 PLAINTIFF and AGGRIEVED EMPLOYEES for off-the-clock work, failed to pay PLAINTIFF
26 and AGGRIEVED EMPLOYEES overtime at the correct regular rate of pay, failed to compensate
27 PLAINTIFF and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to
28 reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for business expenses, and failed

1 to issue to PLAINTIFF and AGGRIEVED EMPLOYEES with accurate itemized wage statements
2 showing, among other things, all applicable hourly rates in effect during the pay periods and the
3 corresponding amount of time worked at each hourly rate. DEFENDANT's uniform policies and
4 practices are intended to purposefully avoid the accurate and full payment for all time worked as
5 required by California law which allows DEFENDANT to illegally profit and gain an unfair
6 advantage over competitors who comply with the law. To the extent equitable tolling operates to
7 toll claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD
8 should be adjusted accordingly.

9 **A. Meal Period Violations**

10 22. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
11 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning
12 the time during which an employee is subject to the control of an employer, including all the time
13 the employee is suffered or permitted to work. From time to time during the PAGA PERIOD,
14 DEFENDANT required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying
15 them for all the time they were under DEFENDANT's control. Specifically, DEFENDANT
16 required PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF'S
17 off-duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a
18 partial lunch. As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
19 minimum wage and overtime compensation by regularly working without their time being
20 accurately recorded and without compensation at the applicable minimum wage and overtime
21 rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other
22 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
23 records.

24 23. From time to time during the PAGA PERIOD, as a result of their rigorous work
25 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
26 AGGRIEVED EMPLOYEES are from time to time unable to take thirty (30) minute off duty
27 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
28 AGGRIEVED EMPLOYEES are required to perform work as ordered by DEFENDANT for more

1 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT
2 fails to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal
3 period for some workdays in which these employees are required by DEFENDANT to work ten
4 (10) hours of work. The nature of the work performed by PLAINTIFF and other AGGRIEVED
5 EMPLOYEES does not qualify for the limited and narrowly construed “on-duty” meal period
6 exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED
7 EMPLOYEES were, from time to time, required to remain on duty and on call. DEFENDANT’s
8 failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES Members with legally
9 required meal breaks is evidenced by DEFENDANT’s business records. PLAINTIFF and
10 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and
11 in accordance with DEFENDANT’s strict corporate policy and practice.

12 **B. Rest Period Violations**

13 24. From time to time during the PAGA PERIOD, PLAINTIFF and other
14 AGGRIEVED EMPLOYEES were also required to work in excess of four (4) hours without being
15 provided ten (10) minute rest periods as a result of their rigorous work requirements and
16 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied
17 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
18 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
19 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
20 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
21 time to time. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED
22 EMPLOYEES were, from time to time, required to remain on premises, on duty and/or on call
23 and/or on the premises. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not
24 provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and
25 DEFENDANT’s inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were
26 from time to time denied their proper rest periods by DEFENDANT and DEFENDANT’s
27 managers.

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1 **C. Unreimbursed Business Expenses**

2 25. DEFENDANT as a matter of corporate policy, practice, and procedure,
3 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
4 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the
5 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their
6 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
7 required to indemnify employees for all expenses incurred in the course and scope of their
8 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct consequence
10 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
11 even though unlawful, unless the employee, at the time of obeying the directions, believed them
12 to be unlawful."

13 26. In the course of their employment, DEFENDANT required PLAINTIFF and other
14 AGGRIEVED EMPLOYEES to incur personal expenses for the use of their personal cell phones
15 and personal vehicles, and the purchasing their uniforms as a result of and in furtherance of their
16 job duties. Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to
17 use their own cell phones and vehicles, and purchase their uniforms in order to perform work
18 related tasks. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
19 AGGRIEVED EMPLOYEES for the personal expenses incurred for the use of their personal cell
20 phones and vehicles, and for purchasing their uniforms. As a result, in the course of their
21 employment with DEFENDANT, the PLAINTIFF and other AGGRIEVED EMPLOYEES
22 incurred unreimbursed business expenses that included, but were not limited to, costs related to
23 the use of their personal cell phones and vehicles, and purchasing their uniforms, all on behalf of
24 and for the benefit of DEFENDANT.

25 **D. Wage Statement Violations**

26 27. California Labor Code Section 226 required an employer to furnish its employees
27 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
28 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,

1 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
2 name of the employee and only the last four digits of the employee's social security number or an
3 employee identification number other than a social security number, (8) the name and address of
4 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 28. From time to time during the PAGA PERIOD, when PLAINTIFF and other
7 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed
8 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
9 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
10 statements which failed to show, among other things, all deductions, the total hours worked and
11 all applicable hourly rates in effect during the pay period, and the corresponding amount of time
12 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
13 periods.

14 29. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
15 PLAINTIFF and the AGGRIEVED EMPLOYEES Members with wage statements that comply
16 with Cal. Lab. Code § 226.

17 30. As a result, DEFENDANT issued PLAINTIFF and AGGRIEVED EMPLOYEES
18 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT's violations are
19 knowing and intentional, were not isolated due to an unintentional payroll error due to clerical or
20 inadvertent mistake.

21 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

22 31. During the PAGA PERIOD, from time-to-time DEFENDANT failed and
23 continues to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours
24 worked.

25 32. During the PAGA PERIOD, from time-to-time DEFENDANT required
26 PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work. This
27 resulted in PLAINTIFF and AGGRIEVED EMPLOYEES to have to work while off-the-clock.
28

1 33. DEFENDANT directed and directly benefited from the undercompensated off-the-
2 clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

3 34. DEFENDANT controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

5 35. DEFENDANT was able to track the amount of time PLAINTIFF and
6 AGGRIEVED EMPLOYEES spent working; however, DEFENDANT failed to document, track,
7 or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all the work
8 they performed.

9 36. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt employees,
10 subject to the requirements of the California Labor Code.

11 37. DEFENDANT's policies and practices deprived PLAINTIFF and the other
12 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
13 the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES
14 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
15 DEFENDANT's policies and practices also deprived them of overtime pay.

16 38. DEFENDANT knew or should have known that PLAINTIFF and AGGRIEVED
17 EMPLOYEES' off-the-clock work was compensable under the law.

18 39. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
19 them for all hours worked at DEFENDANT's direction, control, and benefit for the time spent
20 working while off-the-clock, including but not limited to, time spent answering managers and
21 coworkers questions. DEFENDANT's uniform policy and practice to not pay PLAINTIFF and
22 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law is
23 evidenced by DEFENDANT's business records.

24 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
25 **and Redeemed Sick Pay**

26 40. From time to time during the PAGA PERIOD, DEFENDANT failed and continues
27 to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES
28 for their overtime and double time hours worked, meal and rest period premiums, and redeemed

1 sick pay. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages
2 due to them for working overtime without compensation at the correct overtime and double time
3 rates, meal and rest period premiums, and redeemed sick pay rates. DEFENDANT's uniform
4 policy and practice not to pay the AGGRIEVED EMPLOYEES Members at the correct rate for
5 all overtime and double time worked, meal and rest period premiums, and redeemed sick pay in
6 accordance with applicable law is evidenced by DEFENDANT's business records.

7 41. State law provides that employees must be paid overtime at one-and-one-half times
8 their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were
9 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
10 employee's performance.

11 42. The second component of PLAINTIFF'S and other AGGRIEVED EMPLOYEES'
12 compensation was DEFENDANTS' non-discretionary incentive program that paid PLAINTIFF
13 and other AGGRIEVED EMPLOYEES' incentive wages based on their performance for
14 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
15 basis with bonus compensation when the employees met the various performance goals set by
16 DEFENDANTS.

17 43. From-time-to-time, when calculating the regular rate of pay, in those pay periods
18 where PLAINTIFF and other AGGRIEVED EMPLOYEES worked overtime, double time, paid
19 meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary
20 bonus, DEFENDANTS failed to accurately include the non-discretionary bonus compensation as
21 part of the employees' "regular rate of pay" and/or calculated all hours worked rather than just all
22 non-overtime hours worked. Management and supervisors described the incentive/bonus program
23 to potential and new employees as part of the compensation package. As a matter of law, the
24 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be
25 included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment
26 of overtime and double time compensation, meal and rest period premiums, and redeemed sick pay
27 to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANTS. Specifically,
28 California Labor Code Section 246 mandates that paid sick time for non-employees shall be
calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt

1 employee uses paid sick time, whether or not the employee actually works overtime in that
2 workweek. DEFENDANTS' conduct, as articulated herein, by failing to include the incentive
3 compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in
4 violation of Cal. Lab. Code § 246 the underpayment of which is recoverable under Cal. Labor Code
5 Sections 201, 202, 203 and/or 204.

6 44. In violation of the applicable sections of the California Labor Code and the
7 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
8 matter of company policy, practice, and procedure, intentionally and knowingly failed to
9 compensate PLAINTIFF and AGGRIEVED EMPLOYEES at the correct rate of pay for all
10 overtime and double time worked, meal and rest period premiums, and sick pay. This uniform
11 policy and practice of DEFENDANT is intended to purposefully avoid the payment of the correct
12 overtime and double time compensation, meal and rest period premiums, and sick pay as required
13 by California law which allowed DEFENDANT to illegally profit and gain an unfair advantage
14 over competitors who complied with the law. To the extent equitable tolling operates to toll
15 claims by the AGGRIEVED EMPLOYEES members against DEFENDANT, the PAGA
16 PERIOD should be adjusted accordingly.

17 **G. Sick Pay Violations**

18 45. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
19 July 1, 2015, works in California for the same employer for 30 or more days within a year from
20 the commencement of employment is entitled to paid sick days as specified in this section."
21 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
22 time to time, DEFENDANT failed to have a policy or practice in place that provided PLAINTIFF
23 and AGGRIEVED EMPLOYEES with sick days and/or paid sick leave.

24 46. California Labor Code Section 246(i) requires an employer to furnish its
25 employees with written wage statements setting forth the amount of paid sick leave available.
26 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish PLAINTIFF
27 and AGGRIEVED EMPLOYEES with wage statements setting forth the amount of paid sick
28 leave available.

///

1 **H. Violations for Untimely Payment of Wages**

2 47. Pursuant to California Labor Code section 204, PLAINTIFF and the
3 AGGRIEVED EMPLOYEES members were entitled to timely payment of wages during their
4 employment. PLAINTIFF and the AGGRIEVED EMPLOYEES members, from time to time, did
5 not receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
6 meal period premium wages, and rest period premium wages within permissible time period.

7 48. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
8 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to
9 Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become
10 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
11 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
12 wages at the time of quitting.” PLAINTIFF and the AGGRIEVED EMPLOYEES were, from time
13 to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at
14 the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

15 49. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
16 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
17 employment ended during the PAGA PERIOD.

18 **I. Unlawful Deductions**

19 50. DEFENDANTS, from time-to-time unlawfully deducted wages from PLAINTIFF
20 and AGGRIEVED EMPLOYEES’ pay without explanations and without authorization to do so
21 or notice to PLAINTIFF and the AGGRIEVED EMPLOYEES Members. As a result,
22 DEFENDANTS violated Labor Code § 221.

23 **J. Unlawful Rounding Practices**

24 51. During the AGGRIEVED EMPLOYEES PERIOD, DEFENDANTS did not have
25 in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other
26 AGGRIEVED EMPLOYEES for the actual time these employees worked each day, including
27 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
28 practice that resulted in PLAINTIFF and AGGRIEVED EMPLOYEES being undercompensated

1 for all of their time worked. As a result, DEFENDANTS were able to and did in fact unlawfully,
2 and unilaterally round the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF
3 and AGGRIEVED EMPLOYEES in order to avoid paying these employees for all their time
4 worked, including the applicable overtime compensation for overtime worked. As a result,
5 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, forfeited compensation
6 for their time worked by working without their time being accurately recorded and without
7 compensation at the applicable overtime rates.

8 52. Further, the mutability of DEFENDANT'S timekeeping system and unlawful
9 rounding policy and practice resulted in PLAINTIFF and AGGRIEVED EMPLOYEES' time
10 being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding
11 policy and practice caused PLAINTIFF and AGGRIEVED EMPLOYEES to perform work as
12 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
13 duty meal break.

14 **K. Timekeeping Manipulation**

15 53. During the PAGA PERIOD, DEFENDANTS, from time-to-time, did not have an
16 immutable timekeeping system to accurately record and pay PLAINTIFF and AGGRIEVED
17 EMPLOYEES for the actual time PLAINTIFF and AGGRIEVED EMPLOYEES worked each
18 day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result,
19 DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in
20 DEFENDANT'S timekeeping system for PLAINTIFF and AGGRIEVED EMPLOYEES in order
21 to avoid paying these employees for all hours worked, applicable overtime compensation,
22 applicable sick pay, missed meal breaks and missed rest break.

23 54. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES, from time-to-time,
24 forfeited time worked by working without their time being accurately recorded and without
25 compensation at the applicable pay rates.

26 55. The mutability of the timekeeping system also allowed DEFENDANTS to alter
27 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT'S
28 timekeeping system so as to create the appearance that PLAINTIFF and AGGRIEVED

1 EMPLOYEES clocked out for thirty (30) minute meal break when in fact the employees were not
2 at all times provided an off-duty meal break. This practice is a direct result of DEFENDANT's
3 uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal
4 breaks each day or otherwise compensate them for missed meal breaks.

5 56. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due
6 them for all hours worked at DEFENDANT'S direction, control and benefit for the time the
7 timekeeping system was inoperable. DEFENDANT'S uniform policy and practice to not pay
8 PLAINTIFF and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with
9 applicable law is evidenced by DEFENDANT'S business records.

10 57. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
11 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
12 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5)
13 hours during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to
14 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
15 by DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF
16 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
17 DEFENDANT policy caused PLAINTIFF to remain on-call and on-duty during what was
18 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
19 without additional compensation and in accordance with DEFENDANT'S strict corporate policy
20 and practice. Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to
21 comply with Cal. Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF
22 for required business expenses related to the personal expenses incurred for the use of her personal
23 cell phone, personal vehicle and purchase of work uniforms, on behalf of and in furtherance of
24 her employment with DEFENDANT. To date, DEFENDANT has not fully paid PLAINTIFF the
25 minimum, overtime and double time compensation still owed to her or any penalty wages owed
26 to her under Cal. Lab. Code § 203. The amount in controversy for PLAINTIFF individually does
27 not exceed the sum or value of \$75,000.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(Cal. Lab. Code §§2698 et seq.)**

4 **(Alleged by PLAINTIFF against all Defendants)**

5 58. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

7 59. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
9 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
10 fundamentally a law enforcement action designed to protect the public and not to benefit private
11 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
12 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
13 PAGA, the California Legislature specified that "it was ... in the public interest to allow
14 aggrieved employees, acting as private attorneys general to recover civil penalties for Labor
15 Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to
16 arbitration.

17 60. PLAINTIFF, and such persons that may be added from time to time who satisfy
18 the requirements and exhaust the administrative procedures under the Private Attorney General
19 Act, bring this Representative Action on behalf of the State of California with respect to herself
20 and all individuals who are or previously were employed by Defendant Employbridge of Dallas
21 and/or Defendant Employbridge Holding Company and/or Defendant Employbridge Solutions
22 Management in California and classified as non-exempt employees ("AGGRIEVED
23 EMPLOYEES") during the time period of October 24, 2022, and the present ("PAGA Period").

24 61. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
25 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
26 meaning of Labor Code Section 2699(c).

27 62. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE,
28 like PLAINTIFF, on behalf of herself and other current or former employees, to bring a civil

1 action to recover civil penalties pursuant to the procedures specified in Labor Code Section
2 2699.3

3 63. PLAINTIFF complied with the procedures for bringing suit specified in Labor
4 Code Section 2699.3. By certified letter, return receipt requested, dated October 24, 2023,
5 PLAINTIFF gave written notice to the Labor and Workforce Development Agency (“LWDA”)
6 and to DEFENDANTS of the specific provisions of the Labor Code alleged to have been
7 violated, including the facts and theories to support the alleged violations. See Exhibit #1.

8 64. As of the date of this complaint, more than sixty-five (65) days after serving the
9 LWDA with notice of DEFENDANT’S violations, the LWDA has not provided any notice by
10 certified mail of its intent to investigate the DEFENDANT’S alleged violations as mandated by
11 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
12 2699.3(a)(2)A, PLAINTIFF may commence and is authorized to pursue this cause of action.

13 65. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
14 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
15 Labor Code Section 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
16 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and
17 2804 in the following amounts:

18 a. For violation of Labor Code Sections 201, 202, 203, and 204, one hundred
19 dollars (\$100) for each AGGRIEVED EMPLOYEE per pay period for the
20 initial violation and two hundred dollars (\$200) for AGGRIEVED
21 EMPLOYEE per pay period for each subsequent violation [penalty per Labor
22 Code Section 2699(f)(2)];

23 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
24 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
25 any initial violation and one thousand dollars for each subsequent violation
26 [penalty per Labor Code Section 226.3];

27 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
28 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial

1 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
2 each subsequent violation [penalty per Labor Code Section 210];

3 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
4 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
5 EMPLOYEE for the initial violation and hundred dollars (\$100) for each
6 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
7 per Labor Code Section 558];

8 e. For violations of Labor Code Section 2269(a), a civil penalty in the amount
9 of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per
10 violation in an initial citation and one thousand dollars (\$1,000) per
11 AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor
12 Code Section 226.3];

13 f. For violations of Labor Code Section 1174(d), a civil penalty in the amount
14 of five hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per
15 Labor Code Section 1174.5].

16 g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
17 a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED
18 EMPLOYEE per pay period for the initial violation and two hundred dollars
19 fifty (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent
20 violation [penalty per Labor Code Section].

21 66. For all provisions of the Labor Code for which civil penalty is not specifically
22 provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100)
23 for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred
24 dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent
25 violation. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of
26 reasonable attorney's fees and costs in connection with their claims for civil penalties pursuant
27 to Labor Code Section 2699(g)(1).

28 ///

67. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an “aggrieved employee”—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.”], Emphasis added, reh'g denied (June 13, 2018).)

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

1. For reasonable attorney’s fees and costs of suit to the extent permitted by law, including pursuant to Labor Code § 2699, *et seq.*;
2. For civil penalties to the extent permitted by law pursuant to the Labor Code under the Private Attorneys General Act; and
3. For such other relief as the Court deems just and proper.

DATED: October 24, 2023

JCL LAW FIRM, APC

By: _____

Jean-Claude Lapuyade
Attorney for PLAINTIFF

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Employbridge Solutions Management, Inc
 c/o CSC - Lawyers Incorporating Service
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento, CA 95833



9590 9402 8151 3030 1454 65

2. Article Number (Transfer from service label)

9589 0710 5270 0842 0062 50

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery

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Registered Mail Restricted Delivery
 \$500

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1. Article Addressed to:

Employbridge Holding Company
 c/o CSC - Lawyers Incorporating Service
 2710 Gateway Oaks Drive, Suite 150N
 Sacramento, CA 95833



9590 9402 8151 3030 1454 41

2. Article Number (Transfer from service label)

9589 0710 5270 0842 0062 43

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- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Registered Mail Restricted Delivery
 \$500

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Employbridge of Dallas, Inc.
c/o Corporation Service Company
2 Sun Court, Suite 400
Peachtree Corners, GA, 30092



9590 9402 8151 3030 1454 58

2. Article Number (Transfer from service label)

9589 0710 5270 0842 0062 36

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Smith

☐ Agent

☐ Addressee

B. Received by (Printed Name)

B. Smith

C. Date of Delivery

OCT 31

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

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