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ON **4/24/2023**
By /s/ Vanessa Jimenez
Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF SAN MATEO COUNTY

Y. THOMAS, on behalf of herself and others
similarly situated

Plaintiff,

v.

PLATINUM EMPIRE GROUP, INC.; and
DOES 1-20, inclusive

Defendants.

Case No: 21-CIV-00277

FIRST AMENDED CLASS AND PAGA
REPRESENTATIVE ACTION COMPLAINT
FOR:

1. FAILURE TO PAY FOR ALL HOURS WORKED
2. FAILURE TO PAY OVERTIME
3. FAILURE TO PAY MINIMUM WAGE
4. FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS
5. FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS
6. FAILURE TO FURNISH PROPER WAGE STATEMENTS
7. WAITING TIME PENALTIES
8. UNFAIR BUSINESS PRACTICES
9. PRIVATE ATTORNEYS GENERAL ACT PENALTIES §2698 et seq.

1 PLAINTIFF Y. THOMAS (“Plaintiff”), an individual, on behalf of herself and all others
2 similarly situated, all aggrieved employees, and as a Private Attorney General for the State of
3 California as further defined below, hereby alleges the following facts and claims against
4 PLATINUM EMPIRE GROUP, INC. (dba Platinum Healthcare Staffing) (“Platinum”), and
5 DOES 1-20 (collectively “Defendants”), and respectfully requests a trial by jury of all issues and
6 causes of action so triable.

7 INTRODUCTION

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9 1. This class and PAGA representative action complaint challenges Platinum’s past
10 and ongoing unlawful employment practices and policies on behalf of Plaintiff and other
11 similarly situated former and current employees of Platinum, whose rights it violated and
12 continues to violate under California law.

13 2. Specifically, as to Plaintiff and others similarly situated, Platinum has:

- 14 a. Failed and continues to fail to pay for all hours worked in violation of Labor Code
15 §§ 200, 223, 226, 500, 1197 and 1198 and the Applicable Wage Orders;
- 16 b. Failed and continues to fail to pay overtime wages for all overtime hours worked
17 in violation of Labor Code §§ 510 and 1194 and the Applicable Wage Orders;
- 18 c. Willfully failed and continues to fail to pay minimum wage for all hours worked
19 in violation of Labor Code §§ 1194 & 1197 and the Applicable Wage Orders;
- 20 d. Failed and continues to fail to authorize or permit meal periods in violation of
21 Labor Code §§ 226.7 and 512 and the Applicable Wage Orders;
- 22 e. Failed and continues to fail to authorize or permit rest periods in violation of Labor
23 Code §§ 226.7 and the Applicable Wage Orders
- 24 f. Willfully failed to pay, without abatement or reduction, all final wages owed in
25 accordance with Labor Code §§ 201 and 202 and in violation of Labor Code §
26 203; and
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1 g. Committed and continues to commit unfair business practices in violation of
2 Business & Professions Code § 17200, et seq.

3 3. The acts complained of herein occurred and will occur, at least in part, within the
4 time-period of four (4) years preceding the filing of the original Complaint, up to and through
5 the time of trial.

6 **JURISDICTION AND VENUE**

7 4. This Court has jurisdiction over Platinum because it is an entity with sufficient
8 minimum contacts in California, and/or because it intentionally availed itself of the California
9 market so as to render the exercise of jurisdiction over it by the California courts consistent with
10 traditional notions of fair play and justice.

11 5. Pursuant to Code of Civil Procedure § 395(a) venue is proper in this County since
12 at least some of the acts and omissions that are the subject matter of this Complaint occurred
13 herein and/or each Defendant is either found, maintains offices, transacts business, exists and/or
14 has an agent herein.

15 **PARTIES**

16 6. At all relevant times mentioned herein, Plaintiff was a sterile processing
17 technician and a resident of the State of Tennessee.

18 7. Upon information and belief, Platinum is an employment staffing agency and is,
19 and at all times herein mentioned was, a California corporation with its principal place of business
20 in California, and duly authorized to do business herein.

21 8. Platinum employs, compensates and/or assigns healthcare workers to work at
22 various kinds of healthcare facilities throughout California.

23 9. The true names or capacities, whether individual, associate or otherwise, of Does
24 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these Doe Defendants by
25 such fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to allege
26 such names and capacities as soon as they are ascertained. Upon information and belief, each of
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1 these fictitiously named Defendants is responsible in some manner for the occurrences alleged
2 herein, and that Plaintiff's injuries and damages as alleged and set forth herein were proximately
3 caused by such fictitiously named Defendants.

4 10. Upon information and belief, Plaintiff alleges that at all relevant times each of the
5 Defendants was the principal, agent, employer, employee, partner, joint venturer, officer, director,
6 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and
7 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
8 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
9 or all of the other Defendants so as to be liable for the conduct of each of them.

10 11. Upon information and belief, Plaintiff alleges that each Defendant acted pursuant
11 to and within the scope of the relationships alleged above, that each Defendant knew or should
12 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
13 conduct of all other Defendants, and/or that each Defendant acted pursuant to a conspiracy and
14 agreement to do the things alleged herein.

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16 **GENERAL ALLEGATIONS**

17 12. In or about January 2018, Platinum hired and paid Plaintiff to work a traveling
18 assignment as a sterile processing technician at Kaiser Permanente South San Francisco Medical
19 Center, located in San Mateo County. Plaintiff's assignment and employment with Platinum
20 ended on or about April 2018.

21 **I. Platinum's Failure to Pay for All Hours Worked**

22 13. During the applicable recovery period, Platinum has had a policy and/or practice
23 of requiring its non-exempt employees to review and/or complete
24 competency/training/orientation courses (or modules) without compensating them for time spent
25 on those courses that are facility-specific. For instance, Platinum required Plaintiff to review and
26 familiarize herself with the specific policies of Kaiser Permanente South San Francisco Medical
27 Center, such as "Kaiser Principles of Responsibility," prior to the start of her assignment without
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1 compensating her for such time. Platinum also required Plaintiff to take certain competency
2 exams without pay that were specifically required by Kaiser Permanente South San Francisco
3 Medical Center. Upon information and belief, Platinum also failed to compensate its other non-
4 exempt employees for time spent on competency/training/orientation courses (or modules) that
5 were specific to their assigned facilities.

6 14. Under California law, time spent attending these facility-specific
7 competency/training/orientation courses is compensable because, among other things, they are
8 not voluntary and are directly related to employees' jobs as they are designed to make them
9 handle their jobs more effectively as opposed to training them for another job or a new or
10 additional skill.

11 **II. Platinum's Failure to Take "Travel Stipends" into Account in Determining**
12 **Overtime or Double-Time Rates**

13 15. Under Labor Code § 200, "wages" consist of "all amounts for labor performed by
14 employees of every description, whether the amount is fixed or ascertained by the standard of
15 time, task, piece, commission basis, or other method of calculation." In California, overtime is
16 computed based on the regular rate of pay. The regular rate of pay includes many different kinds
17 of remuneration, including hourly earnings, salary, piece work earnings, commissions, certain
18 bonuses, and the value of meals and housing.

19 16. During the applicable recovery period, Platinum has a had policy and/or practice
20 of adjusting "travel stipends" it promises to its traveling non-exempt employees, including
21 housing, meal and/or incidental payments, based on number of hours or shifts they work, so that
22 the amount of "travel stipends" the employees receive is proportional to the amount of work they
23 perform. Thus, Platinum's promised "travel stipends" are not intended to actually or reasonably
24 reimburse its traveling non-exempt employees for their housing, meal and/or incidental expenses,
25 but are, in fact, a form of disguised wages.

26 17. For instance, when Plaintiff worked a traveling assignment at Kaiser Permanente
27 South San Francisco Medical Center, Platinum paid her \$16 an hour and \$26.50 in so-called
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1 “travel stipends” for each hour she worked up to 8 hours a day or 40 hours a week. When Plaintiff
2 worked more than 8 hours a day or 40 hours a week, Platinum increased Plaintiff’s so-called
3 “travel stipends” from \$26.25 to \$39.75 an hour.

4 18. Because these supposed “travel stipends” are actually a form of disguised wages,
5 Platinum was required to include them in Plaintiff’s regular rate of pay in order to determine her
6 lawful overtime and double-time rates of pay. Upon information and belief, during the applicable
7 recovery period, Platinum has also adjusted the “stipend” payments of its other non-exempt
8 employees based on number of hours and/or shifts worked and failed to include these payments
9 in these employees’ regular rates of pay to determine their lawful overtime and double-time rates
10 of pay.

11 **III. Platinum’s Failure to Authorize and/or Permit Lawful Meal or Rest Breaks**

12 19. During the applicable recovery period, Platinum has, from time to time, not
13 authorized and/or permitted its non-exempt employees to take lawful meal or rest breaks under
14 California law. For instance, on her time sheet for March 20, 2018, Plaintiff recorded that she
15 worked 12 hours but only took one meal break. According to Plaintiff’s corresponding paystub,
16 Platinum did not pay her a meal break premium for her missed meal break that day. Platinum
17 further did not authorize and/or permit Plaintiff to take lawful rest breaks.

18 20. Upon information and belief, during the applicable recovery period, Platinum also
19 periodically not authorized and/or permitted its other non-exempt employees to take lawful meal
20 or rest breaks under California law.

21 **IV. Platinum’s Failure to Furnish Proper Wage Statements**

22 21. During the applicable recovery period, Platinum has had a policy and/or practice
23 of not furnishing its non-exempt employees with accurate wage statements because of its failure
24 to properly pay them, as alleged herein. Platinum has also had a policy and/or practice of
25 providing incomplete wage statements to its non-exempt employees. For instance, Plaintiff’s
26 wage statements do not identify her “regular,” “overtime,” or “double-time” hourly rates of pay.
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CLASS AND PAGA ALLEGATIONS

22. This action is brought and may properly be maintained as a class action pursuant to the provisions of Code of Civil Procedure § 382. Additionally, on April 12, 2022, Plaintiff provided notice of these claims pursuant to §2698 et. seq., to the Labor and Workforce and Development Agency (“LWDA”) and now brings this First Amended Complaint, including claims for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq.

23. Plaintiff reserves the right under California Rules of Court, Rule 1855 (b) to amend or modify the description of the class, as defined below, with greater specificity or further division into subclasses or limitation to certain issues.

24. Pursuant to Code of Civil Procedure § 382, this action qualifies as a class action because there is a well-defined community of interest in the litigation and the members of the proposed class are easily ascertainable.

25. For the purposes of this Complaint, “Class Period” means any time from four years prior to the filing of the initial complaint in this action on January 12, 2021, until the date of class certification or preliminary approval of any class settlement agreement. The “PAGA Period” means the period beginning April 12, 2021 to the present.

26. The putative class Plaintiff will seek to certify are currently composed of and defined as follows:

All of Platinum’s non-exempt employees who were assigned to work at a facility inside California during the Class Period (the “Class”).

27. **Numerosity:** Pursuant to Code of Civil Procedure § 382, the members of the Class are so numerous that their individual joinder is impracticable. The precise number of class members and their addresses will be known to Plaintiff through discovery. Class members may be notified of the pendency of this action by mail, electronic mail, the internet, or published notice.

28. **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Class and predominate over any questions that affect only individual

members of the Class. The predominant common questions of law and fact, among other things, include:

- a. Whether Platinum failed and continues to fail to pay for all hours worked in violation in violation of Labor Code §§ 200, 223, 226, 500, 1197 and 1198 and the Applicable Wage Orders;
- b. Whether Platinum failed and continues to fail to pay overtime for all overtime and double-time hours worked in violation of Labor Code §§ 510 and 1194 and the Applicable Wage Orders;
- c. Whether Platinum failed and continues to fail to pay minimum wage for all hours worked in violation of Labor Code §§ 1194 & 1197 and the Applicable Wage Orders;
- d. Whether Platinum failed and continues to fail to authorize and/or permit lawful meal breaks in violation of Labor Code §§ 226.7 and 512 and the Applicable Wage Orders;
- e. Whether Platinum failed and continues to fail to authorize and/or permit lawful rest breaks in violation of Labor Code § 226.7 and the Applicable Wage Orders;
- f. Whether Platinum failed and continues to fail to timely furnish complete and accurate itemized wage statements in violation of Labor Code § 226 and the Applicable Wage Orders;
- g. Whether Platinum willfully failed to pay, without abatement or reduction, all final wages owed in accordance with Labor Code §§ 201 or 202 and in violation of Labor Code § 203; and
- h. Whether Platinum committed and continues to commit unfair business practices in violation of Business & Professions Code §17200, et seq.

29. **Typicality:** Plaintiff's claims are typical of the claims of the members of the Class she seeks to represent because Plaintiff, as employee of Platinum, was exposed and subjected to the same unlawful business practices as the other members of the Class. Plaintiff and the members of the Class she seeks to represent sustained the same types of damages and losses.

1 30. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the Class.
2 Plaintiff's attorneys have experience in employment and class action matters and may adequately
3 represent the Class in this matter. Plaintiff has no adverse interests to those in the Class.

4 31. **Superiority:** A class action is superior to other available means for the fair and
5 efficient adjudication of this controversy. Because individual joinder of all members of each of
6 the Class is impractical, class action treatment will permit a large number of similarly situated
7 persons to prosecute their common claims in a single forum simultaneously, efficiently and
8 without the unnecessary duplication of effort and expense that numerous individual actions
9 would engender. The relatively minor amount of individual damages in question coupled with
10 the expenses and burdens of individual litigation would make it difficult or impossible for
11 individual members of the Class to redress the wrongs done to them, while important public
12 interests will be served by addressing the matter as a class action. The cost to and burden on the
13 court system of adjudication of individualized litigation would be substantial and substantially
14 more than the costs and burdens of a class action. Individualized litigation would also present the
15 potential for inconsistent or contradictory judgments.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY ALL HOURS WORKED**

18 **(Plaintiff and the Class Against Defendants and Does 1-20)**

19 32. Plaintiff hereby incorporates by reference all other allegations contained in this
20 Complaint as though fully set forth herein.

21 33. At all times relevant hereto, Defendants were required to compensate their non-
22 exempt employees for all hours worked and all pay promised pursuant to the Applicable Wage
23 Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197 and 1198.

24 34. During the applicable recovery period, Defendants failed to compensate Plaintiff
25 and the Class for all their worked hours and all their on-call time.

26 35. In violation of California law, Defendants have knowingly and willfully refused
27 to perform their obligations to compensate Plaintiff and the Class for all wages earned and all
28 worked hours. As a direct result, they have suffered, and continue to suffer, substantial losses

1 related to the use and enjoyment of such wages, lost interest on such unpaid wages, incurred
2 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations
3 under California law, all to their respective damage in amounts according to proof at time of trial,
4 but in amounts in excess of the jurisdiction of this Court.

5 36. Defendants' conduct described herein violates Labor Code §§ 200, 223, 226, 500,
6 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203,
7 218.5, 226, 558, 1194 and 1194.2, Plaintiff and the Class are entitled to recover damages for the
8 nonpayment of wages of all their worked hours in addition to penalties, reasonable attorneys'
9 fees, expenses, and costs of suit.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME**

12 **(Plaintiff and the Class Against Defendants and Does 1-20)**

13 37. Plaintiff hereby incorporates by reference all other allegations contained in this
14 Complaint as though fully set forth herein.

15 38. Pursuant to Labor Code §§ 200, 226, 500, 510 and 1198 and the Applicable Wage
16 Orders at all times relevant hereto, Defendants were required to compensate Plaintiff and the
17 Class for all worked overtime hours, which is calculated at one and one-half times the regular
18 rate of pay for all hours worked in excess of 8 hours per day and/or 40 hours per week. Defendants
19 were also required to compensate Plaintiff and the Class for all hours worked in excess of 12
20 hours in any workday at double their regular rate of pay. In addition, under California law,
21 Defendants were required to include the so-called "travel stipends" made to Plaintiff and the
22 Class in their regular rates of pay in order to determine their lawful overtime and double-time
23 pay.

24 39. Plaintiff and the Class are non-exempt employees entitled to the protections of the
25 Applicable Wage Orders, and Labor Code §§ 200, 226, 500, 510, and 1198.

26 40. During the applicable recovery period, Plaintiff and the Class worked in excess
27 of 8 hours in a workday, 12 hours in a workday, and/or 40 hours in a workweek. However,
28 Defendants failed to include the value of their supposed "travel stipends," including, but not

1 limited to, housing, meals and incidentals payments, whether paid in cash or in kind, in the
2 regular rates of pay for Plaintiff and the Class for purposes of calculating their overtime and
3 double-time pay.

4 41. As a direct result of aforementioned violations, Plaintiff and the Class have
5 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,
6 lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to
7 fully perform their obligations under state law, all to these employees' respective damage in
8 amounts according to proof at time of trial, but in amounts in excess of the jurisdiction of this
9 Court.

10 42. Pursuant to Labor Code § 200, 203, 218.5, 226, 558, and 1194, Plaintiff and the
11 Class are entitled to recover owed overtime and double-time compensation from Defendants,
12 plus civil penalties, statutory penalties, attorney's fees, expenses, and costs of suit.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PAY MINIMUM WAGE**

15 **(Plaintiff and the Class Against Defendants and Does 1-20)**

16 43. Plaintiff hereby incorporates by reference all other allegations contained in this
17 Complaint as though fully set forth herein.

18 44. Pursuant to Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer
19 to suffer or permit a California employee to work without paying wages at the proper minimum
20 wage for all time worked as required by the Applicable Wage Orders.

21 45. Pursuant to the Applicable Wage Orders "hours worked" include "the time during
22 which an employee is subject to the control of an employer, and includes all the time the
23 employee is suffered or permitted to work, whether or not required to do so."

24 46. During the applicable recovery period, Plaintiff and the Class suffered, were
25 permitted, and required to perform work for which they received no pay. As a direct and
26 proximate result of Defendants' failure to pay Plaintiff and the Class, they have been damaged
27 in the amount of the owed minimum wages.
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1 47. Pursuant to Labor Code §§ 1194 and 1194.2, Plaintiff and the Class are entitled
2 to recover the full amount of unpaid minimum wages, liquidated damages in an equal amount,
3 interest and attorney's fees, all in a total amount subject to proof at time of trial.

4 48. The aforementioned acts by Defendants were undertaken with the intention of
5 depriving Plaintiff and the Class of their property and/or legal rights and causing injury to them.

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7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO AUTHORIZE AND/OR PERMIT MEAL BREAKS**

9 **(Plaintiff and the Class Against Defendants and Does 1-20)**

10 49. Plaintiff hereby incorporates by reference all other allegations contained in this
11 Complaint as though fully set forth herein.

12 50. Labor Code § 226.7(a) provides, "No employer shall require any employee to
13 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
14 Commission."

15 51. Labor Code § 512(a) provides, in relevant part, that: "An employer may not
16 employ an employee for a work period of more than five hours per day without providing the
17 employee with a meal period of not less than 30 minutes, except that if the total work period per
18 day of the employee is no more than six hours, the meal period may be waived by mutual consent
19 of both the employer and employee. An employer may not employ an employee for a work period
20 of more than 10 hours per day without providing the employee with a second meal period of not
21 less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second
22 meal period may be waived by mutual consent of the employer and the employee only if the first
23 meal period was not waived."

24 52. During the applicable recovery period, Plaintiff and the Class regularly worked in
25 excess of 5-hour work periods without being authorize and/or permitted to take a lawful meal
26 break, as required by Labor Code §§ 226.7, 512, and the Applicable Wage Orders.

27 53. During the applicable recovery period, Defendants failed to pay Plaintiff and the
28 Class premium wages mandated by Labor Code § 226.7(b) for these unlawful meal breaks. As a

1 result of violations of Labor Code §§ 226.7 and 512 and the Applicable Wage Orders, Defendants
2 are liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

3 54. Plaintiff and the Class are entitled to recover one additional hour of pay at their
4 regular rate of compensation for each work day that a meal period was not authorized and/or
5 permitted. Plaintiff and the Class are also entitled to their costs and reasonable attorneys' fees,
6 according to proof and to interest on all due and unpaid wages at the legal rate of interest.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO AUTHORIZE AND/OR PERMIT REST BREAKS**

9 **(Plaintiff and the Class Against Defendants and Does 1-20)**

10 55. Plaintiff hereby incorporates by reference all other allegations contained in this
11 Complaint as though fully set forth herein

12 56. Labor Code § 226.7(a) provides, "No employer shall require any employee to
13 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
14 Commission."

15 57. The Applicable Wage Orders require that employers authorize or permit non-
16 exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of
17 each work period. The rest break is based on the total hours worked daily and must be at the
18 minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction
19 thereof.

20 58. Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an
21 employee a rest break in accordance with the Applicable Wage Orders, the employer shall pay
22 the employee one additional hour of pay at the employee's regular rate of pay for each workday
23 that the rest break is not provided. The provisions of the Applicable Wage Orders state that the
24 rest break is defined as a "net" ten minutes, which means that the rest break begins when the
25 employee reaches an area away from the work area that is appropriate for rest.

26 59. During the applicable recovery period, Defendants did not authorize or permit pay
27 Plaintiff and the Class to take lawful rest breaks and failed to pay premium wages mandated by
28 Labor Code § 226.7(b) to this group of employees. As a result of violations of Labor Code §§

226.7 and the Applicable Wage Orders, Defendants are liable for civil penalties pursuant to Labor Code §§ 558 and 2698 et seq.

60. Plaintiff and the Class are entitled to recover one additional hour of pay at their regular rate of compensation with Defendants for each work day that a rest break was not authorized and/or permitted. Plaintiff and the Class are also entitled to their costs and reasonable attorneys' fees, according to proof and to interest on all due and unpaid wages at the legal rate of interest.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH PROPER WAGE STATEMENTS

(Plaintiff and the Class Against Defendants and Does 1-20)

61. Plaintiff hereby incorporate by reference all other allegations contained in this Complaint as though fully set forth herein.

62. This claim is brought under Labor Code § 226(a), which sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

63. Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

64. Defendants knowingly and intentionally failed to provide Plaintiff and the Class with paycheck deduction statements accurately or properly displaying the information required under Labor Code § 226(a).

1 65. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiff
2 and the Class are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for
3 each subsequent pay period in which Defendants violated the reporting requirements of Labor
4 Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Defendants
5 are subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation
6 and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails
7 to provide the employee a wage deduction statement or fails to keep the records required under
8 Labor Code § 226(a).

9 **SEVENTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(Plaintiff and the Class Against Defendants and Does 1-20)**

12 66. Plaintiff hereby incorporates by reference all other allegations contained in this
13 Complaint as though fully set forth herein.

14 67. Labor Code §§ 201 and 202 require that an employer pay all wages due to an
15 employee after said employee is discharged or quits.

16 68. Labor Code § 203 provides a penalty for the willful failure to pay all wages due
17 to an employee who is discharged or quits. This penalty consists of an amount equal to the sum
18 of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in
19 an amount not to exceed the equivalent of 30 days' pay.

20 69. During the applicable recovery period, Plaintiff and numerous members in the
21 Class employed have separated from Defendants as a result of being discharged or having
22 voluntarily resigned their employment.

23 70. During the applicable recovery period, these employees were entitled to
24 compensation for the violations set forth in this Complaint. Defendants failed to pay all wages
25 due to the Plaintiff and the members of the Class who separated from Defendants, by failing to
26 pay for, among other things, all hours worked, overtime and double-time, minimum wage, and
27 premium wages for unlawful meal or breaks. Defendants are required to compensate these
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employees for all their unpaid wages earned and an additional penalty equal to the daily earnings of such employees up to an amount equal to those owed for 30 days of work.

EIGHTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(Plaintiff and the Class Against Defendants and Does 1-20)

71. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

72. Defendants have engaged in unfair business practices in California by practicing, employing and utilizing the employment practices outlined in this Complaint by requiring their drivers and other non-exempt employees to perform the labor complained of herein without proper compensation. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over their competitors.

73. Plaintiff and the Class seek full restitution and disgorgement of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

74. Plaintiff and the Class seek, on their own behalf and on behalf of the general public, the appointment of a receiver, as necessary. The acts complained of herein occurred, at least in part, within the last four (4) years preceding the filing of the original complaint in this action.

75. Upon information and belief, Plaintiff alleges that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by Business and Professions Code § 17200 et seq., including those set forth in the Complaint herein, thereby depriving Plaintiff and the Class, and other members of the general public the minimum working condition standards and conditions due to them under the California labor laws and the applicable Wage Orders as specifically described herein.

76. Plaintiff and the Class are further entitled to and do seek both a declaration that the above-described business practices are unfair, unlawful and/or fraudulent and injunctive relief restraining Defendants from engaging in any of such business practices in the future. Such

1 misconduct unless and until enjoined and restrained by order of this Court, will cause great and
2 irreparable injury in that Defendants will continue to violate these California laws, represented
3 by labor statutes and the wage orders, unless specifically ordered to comply with same. This
4 expectation of future violations will require current and future employees to repeatedly and
5 continuously seek legal redress in order to gain compensation to which they are entitled under
6 California law. Plaintiff and the Class have no other adequate remedy at law to ensure future
7 compliance with the California labor laws and the Applicable Wage Orders alleged to have been
8 violated herein.

9 **NINTH CAUSE OF ACTION**

10 **STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL**

11 **ACT, LABOR CODE §2698 et seq.**

12 **(Plaintiff and Aggrieved Employees Against Defendants and Does 1-20)**

13 77. Plaintiff hereby incorporates by reference all other allegations contained in this
14 Complaint as though fully set forth herein.

15 78. “Aggrieved employees” as used herein means all hourly, non-exempt employees
16 of Defendants from one year prior to filing the Notice Letter with the LWDA to the present.

17 79. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
18 aggrieved employee, on behalf of herself and other current or former employees, may recover
19 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
20 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
21 employee under PAGA.

22 80. As set forth above, Defendants have committed numerous violations for which
23 the Labor Code provides for penalties, including violations of all applicable Labor Code
24 provisions set forth in the foregoing causes of action. Labor Code §2699.5 identifies the
25 aforementioned Labor Code provisions as statutes to which §2699.3’s procedural requirements
26 must be met before a penalty may be assessed under §2699(f). Plaintiff has complied with the
27 procedural requirements specified in §2699.3 by providing written notice to the Defendants and
28 the Labor & Workforce Development Agency (“LWDA”). See **Exhibit 1** attached hereto, which

1 is a true and correct copy of the Notice correspondence showing compliance with §2699.3. No
2 notice of intent to investigate the alleged violations was provided within the statutory period.
3 Consequently, Plaintiff has exhausted administrative remedies, and on behalf of herself and all
4 other aggrieved current and former employees of Defendants. Plaintiff, therefore, now pursues
5 this cause of action as permitted by §2698, et seq.

6 81. Enforcement of statutory provisions enacted to protect workers and to ensure
7 proper and prompt payment of wages due to employees is a fundamental public interest in
8 California. Consequently, Plaintiff's success in this action will result in the enforcement of
9 important rights affecting the public interest and will confer a significant benefit upon the general
10 public. Private enforcement of the rights enumerated herein is necessary, as no public agency has
11 pursued enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would
12 be against the interests of justice to require payment of attorneys' fees and costs from any recover
13 that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of
14 Civil Procedure §1021.5

15 82. In addition, if Plaintiff succeeds in enforcing these rights affecting the public
16 interest, then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of
17 Civil Procedure §1021.5 and other applicable law in part, because:

- 18 i) A successful outcome in this action will result in the enforcement of important rights
19 affecting the public interest by requiring Defendants to comply with the wage and
20 hour laws and California's unfair business practice law;
- 21 ii) This action will result in a significant benefit to Plaintiff, the Class, and the general
22 public by bringing to a halt unlawful and/or unfair activity;
- 23 iii) Unless this action is prosecuted, members of the Class and general public will not
24 recover those moneys, and many of Defendants' employees would not be aware that
25 the acts and practices they were subjected to by Defendants were wrongful;
- 26 iv) Unless this action is prosecuted, Defendants will continue to mislead their employees
27 about the true nature of their rights and remedies under the wage and hour laws; and
28

1 v) An award of attorneys' fees and costs is necessary for the prosecution of this action
2 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to
3 consumers in general, by preventing Defendants from continuing to circumvent the
4 wage and hour statutes and frustrate the long-standing recognition by the California
5 legislature and the courts that such statutes, as pled herein, are not merely a matter of
6 private concern between employer and employee to be eviscerated by considerations
7 of waiver, contributory negligence, good or bad faith, and private agreements. Rather,
8 the wage and hour statutes have been described as a matter of public concern, were
9 designed to provide minimum substantive guarantees to individual workers and are
10 essential to public welfare.

11
12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, pray for
14 relief and judgment against Defendants as follows:

15 1. Certification of this action as a class action on behalf of each of the class alleged
16 in this Complaint;

17 2. That the Court determine that this action may be maintained as a PAGA
18 representative action under Cal. Labor Code §2698 et seq;

19 3. For general damages, according to proof, on each cause of action for which such
20 damages are available;

21 4. For compensatory damages, according to proof, on each cause of action for which
22 such damages are available;

23 5 For consequential damages, according to proof, on each cause of action for which
24 such damages are available

25 6. For restoration and restitution of lost wages, statutory penalties, and all other
26 remedies afforded under the Labor Code on all causes of action for violation of the Labor Code;

27 7. For declaratory and injunctive relief as requested herein;

28 8. For prejudgment and post-judgment interest according to law;

1 9. For reasonable attorneys' fees incurred in this action on those causes of action for
2 which such fees are recoverable under the law;

3 10. For costs of suit incurred in this action;

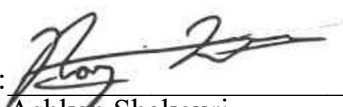
4 11. Disgorgement of all gains unjustly gained by Defendants; and

5 12. Any other remedies, whether in law or equity, that the Court deems properly.

6
7 Dated: April 24, 2023

Respectfully submitted,

8 SHAKOURI LAW FIRM
9 KOUL LAW FIRM

10 By: 
11 Ashkan Shakouri
12 Nazo Koulloukian
13 Attorneys for Plaintiff and the Proposed Class

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff demands a jury trial on issues triable to a jury.

16
17
18 Dated: April 24, 2023

Respectfully submitted,

19 SHAKOURI LAW FIRM
20 KOUL LAW FIRM

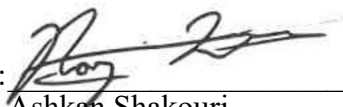
21 By: 
22 Ashkan Shakouri
23 Nazo Koulloukian
24 Attorneys for Plaintiff and the Proposed
25 Class
26
27
28

EXHIBIT 1 – PAGA NOTICE LETTER

SHAKOURI LAW FIRM
Employment & Civil Litigation

11601 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90025
Tel: (310) 575-1827
Fax: (310) 575-1890
ash@shakourilawfirm.com
shakourilawfirm.com

April 12, 2022

Via Online Filing:

California Labor & Workforce
Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Platinum Empire Group
c/o
Rajat Bhattacharya
6501 Palos Verdes Dr E,
Rancho Palos Verdes, CA 90275

Re: *PAGA Notice Pursuant to California Labor Code § 2699*

Claimant: Y Thomas
Employer: Platinum Empire Group, Inc.

Dear Sir or Madam:

Claimant Y Thomas (“Claimant”) has retained Shakouri Law Firm and Koul Law Firm to represent her, and all other aggrieved employees, for wage and hour claims against her employer Platinum Empire Group, Inc. (“Platinum”). Platinum is a staffing agency headquartered in Torrance, California.

During the relevant period Platinum has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code §2698, *et seq.* We request that your agency consider investigating the claims alleged herein or permit Claimant

to seek civil penalties under the Private Attorney General Act (“PAGA”) on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Claimant is bringing these PAGA claims on behalf of herself and all others who worked or work for Platinum inside California and were subject to the violations alleged herein during the applicable recovery period (“Aggrieved Employees”). Aggrieved Employees includes Claimant.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Platinum, while other violations, though not personally suffered by her, were suffered, and continue to be suffered, by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, “[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Claimant need not have actually suffered all of the Labor Code violations that she alleges to have taken place for purposes of seeking PAGA penalties.” (citation omitted). Accordingly, Claimant plans to pursue penalties for all the violations committed by Platinum against the Aggrieved Employees, including those she did not personally suffer.

Claimant’s Employment with Platinum

In or about January 2018, Platinum hired and paid Claimant to work a traveling assignment as a sterile processing technician at Kaiser Permanente South San Francisco Medical Center, located in San Mateo County. Claimant’s assignment and employment with Platinum ended on or about April 2018.

Platinum’s Failure to Take “Travel Stipends” into Account in Determining Overtime or Double-Time Rates

Under Labor Code § 200, “wages” consist of “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.” In California, overtime is computed based on the regular rate of pay. The regular rate of pay includes many different kinds of remuneration, including hourly earnings, salary, piece work earnings, commissions, certain bonuses, and the value of meals and housing.

During the applicable recovery period, Platinum has a had policy and/or practice of adjusting “travel stipends” it promises to Aggrieved Employees, including housing, meal and/or incidental payments, based on number of hours or shifts they work, so that the amount of “travel stipends” the Aggrieved Employees receive is proportional to the amount of work they perform. Thus, Platinum’s promised “travel stipends” are not intended to actually or reasonably reimburse Aggrieved Employees for their housing, meal and/or incidental expenses, but are, in fact, a form of compensable wages.

Upon information and belief, during the applicable recovery period, Platinum has also adjusted the “stipend” payments of other Aggrieved Employees based on number of hours and/or shifts worked and failed to include these payments in their regular rates of pay to determine their lawful overtime and double-time rates of pay.

As a result of these violations, Platinum is liable for civil penalties pursuant to Labor Code § 558 & 2698 *et. seq.*

Platinum’s Failure to Pay for All Hours Worked, Including Failure to Pay Minimum Wage

In California, an employer is required to compensate its non-exempt employees for all hours worked pursuant to the Applicable Wage Orders and Labor Code §§ 200, 223, 226, 500, 510, 1197 and 1198. Furthermore, under Labor Code §§ 1194, 1194.2, and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying at least minimum wage for all time worked as required by the Applicable Wage Orders.

During the relevant period, Platinum has had a policy and/or practice of requiring Aggrieved Employees to take and complete training/orientation courses (or modules), which are client-specific, without compensating them for such time. For instance, Platinum required Claimant to review and familiarize herself with the specific policies of Kaiser Permanente South San Francisco Medical Center, such as “Kaiser Principles of Responsibility,” prior to the start of her assignment without compensating her for such time. Platinum also required Claimant to take certain competency exams without pay that were specifically required by Kaiser Permanente South San Francisco Medical Center.

Under California law, the time spent attending these training/orientation courses is compensable because, among other things, they are not voluntary and are directly related to employees’ jobs as they are designed to make employees handle their jobs more effectively as opposed to training them for another job or a new or additional skill. By failing to compensate Aggrieved Employees for time spent reviewing and/or completing competency/training/orientation courses (or modules) that are facility-specific, Platinum failed to pay these Aggrieved Employees their promised rates of pay, or even minimum wage.

As a result of these violations, Platinum is liable for civil penalties pursuant to Labor Code §§ 558 & 2698 *et. seq.*

Platinum’s Failure to Authorize or Permit Lawful Meal Breaks

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

During the relevant period, Platinum has had policy and/or practice of not, from time to time, authorizing or permitting Aggrieved Employees to take lawful meal under California law. During the applicable recovery period, Platinum failed to pay Aggrieved Employees’ wages

mandated by Labor Code § 226.7(b) for these unlawful meal breaks. For instance, on her time sheet for March 20, 2018, Claimant recorded that she worked 12 hours but only took one meal break. According to Claimant's corresponding paystub, Platinum did not pay her a meal break premium for her missed meal break that day.

As a result of these violations, Platinum is liable for civil penalties pursuant to Labor Code §§ 558 & 2698 *et. seq.*

Platinum's Failure to Authorize and/or Permit Rest Breaks

During the applicable recovery period, Platinum has had policy and/or practice of not, from time to time, authorizing and/or permitting Claimant and other Aggrieved Employees to take lawful rest breaks under California law.

California Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission." The applicable Wage Orders require that employers authorize or permit non-exempt employees to take a rest break that must, insofar as practicable, be taken in the middle of each work period. The rest break is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof.

Pursuant to Labor Code § 226.7, if an employer fails to authorize or permit an employee a rest break in accordance with the applicable Wage Orders, the employer shall pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that the rest break is not provided. The provisions of the applicable Wage Orders state that the rest break is defined as a "net" ten minutes, which means that the rest break begins when the employee reaches an area away from the work area that is appropriate for rest.

During the applicable recovery period, Platinum, from time to time, did not authorize and/or permit Aggrieved Employees to take lawful rest breaks and failed to pay premium wages mandated by Labor Code § 226.7(b), due to, among other reasons, work overload and understaffing at their jobsites.

As a result of these violations, Platinum is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code §§ 201 and 227.3.) Pursuant to Labor Code § 202 (a), "[i]f 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."

Labor Code § 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged or quits. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

While employed by Platinum, Aggrieved Employees were entitled to compensation for the violations set forth herein. Platinum failed to pay all wages due to Aggrieved Employees who separated from Platinum, by failing to pay for, among other things, all hours worked, overtime and double-time, and premium wages for unlawful meal and rest breaks. Platinum is required to compensate these Aggrieved Employees for all their unpaid wages earned and an additional penalty equal to the daily earnings of such employees up to an amount equal to those owed for 30 days of work.

As a result of these violations, Platinum is liable for civil penalties pursuant to Labor Code § 558 & 2698 *et. seq.*

Failure to Furnish Accurate Wage Statements

This claim is brought under Labor Code § 226(a), which sets forth reporting requirements for employers when paying wages, including that every employer shall furnish each of his or her employees an itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, (4) all applicable hourly rates in effect during the pay period, (5) the corresponding number of hours worked at each hourly rate, and (6) the name and address of the legal entity that is the employer.

Labor Code § 226(e) provides that an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

During the applicable recovery period, Platinum has had a policy and/or practice of not furnishing Aggrieved Employees with accurate wage statements because of its failure to properly pay them, as alleged herein. Platinum has also had a policy and/or practice of providing incomplete wage statements to Aggrieved Employees. For instance, Claimant's wage statements do not identify her "regular," "overtime," or "double-time" hourly rates of pay.

As a direct and proximate result of Platinum's conduct as alleged above, Aggrieved Employees are each entitled to a civil penalty of \$50 for the initial pay period and \$100 for each subsequent pay period in which Platinum violated the reporting requirements of Labor Code § 226, up to a maximum of \$4,000. Additionally, under Labor Code § 226.3, Platinum is subject to a civil penalty in the amount of \$250 per Aggrieved Employee per violation in an initial citation and \$1,000 per Aggrieved Employee for each violation in a subsequent citation, for which it failed to provide them a wage deduction statement or fails to keep their wage statements as required under Labor Code § 226(a).

Aggrieved Employees will seek penalties as permitted under Labor Code §226 for each violation. Further, Aggrieved Employees will seek recovery of civil penalties under Labor Code §226.3, 558 and §2698, *et seq.*

Without limitation, Claimant, if permitted, will further seek any and all penalties otherwise capable of being collected under Labor Code § 558 and PAGA. This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 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, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 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, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 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, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Conclusion

Claimant respectfully requests that the agency investigate the above allegations and hereby provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court on behalf of herself and other Aggrieved Employees.¹

Respectfully Submitted,

SHAKOURI LAW FIRM
KOUL LAW FIRM

Ashkan Shakouri

Ashkan Shakouri
Nazo Koulloukian
Attorney for Claimant and all other
Aggrieved Employees

¹ Having been notified of the aforementioned Labor Code violations Platinum, without admitting liability, has agreed to cure such violations where they have found them to occur, and to resolve all exiting and potential claims Plaintiff and the Aggrieved Employees may have or have had for violations occurring during the relevant period. As is required, the parties will seek Court approval of any settlement that is reached and provide the LWDA with such documents and court records as may be needed for the LWDA to approve the settlement of this matter.

PROOF OF SERVICE

Case No. 21-CIV-00277

Thomas v. Platinum Empire Group, Inc., et al.

I, JACKELINE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On April 24, 2023, I served the foregoing document described as:

FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT

 X by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date.

 by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

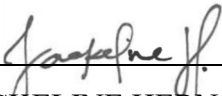
on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this April 24, 2023, in Los Angeles, California.



JACKELINE HERNANDEZ

PROOF OF SERVICE

Case No. 21-CIV-00277

Thomas v. Platinum Empire Group, Inc., et al.

Michele M. Goldsmith, Esq.

mgoldsmith@bdgfirm.com

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dpenner@bdgfirm.com

BDG Law Group

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Los Angeles, California 90024

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Attorneys for Defendant PLATINUM EMPIRE GROUP, INC.