

LAUREL EMPLOYMENT LAW

Joshua I. White (State Bar No. 278166)
Mae-Elaine Delos Santos (State Bar No. 277122)
William M. Hogg (State Bar No. 338196)
808 Wilshire Boulevard, Suite 200
Santa Monica, CA 90401
Telephone: (323) 551-9221
Facsimile: (310) 564-4093
josh@laurelemploymentlaw.com
mae-elaine@laurelemploymentlaw.com
william@laurelemploymentlaw.com

*Attorneys for Martin, on behalf of
the State of California and Aggrieved Employees*

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

9/17/2025 8:34:54 AM

Clerk of the Superior Court
By E. Noriega, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

AIDEN MARTIN, individually and on behalf
of the State of California and Aggrieved
Employees,

Plaintiff,

vs.

JEFFREY NORMAN d/b/a DIAMOND
WEST DEVELOPMENT, a California
Corporation; and DOES 1 through 10,
Inclusive,

Defendants.

Case No.: 25CU049688C

**COMPLAINT FOR CIVIL PENALTIES
PURSUANT TO THE CALIFORNIA LABOR
CODE § 2699(a) & (f)**

**PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

COMES NOW Plaintiff AIDEN MARTIN ("Martin") on behalf of himself, the State of California, and all other Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant JEFFREY NORMAN d/b/a DIAMOND WEST DEVELOPMENT, and DOES 1 through 10 ("Diamond West"), inclusive, and alleges as follows:

NATURE OF CLAIM

1. Martin brings a Representative Action under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, on behalf of himself, the state of California, and all other Aggrieved Employees employed by Diamond West in the state of California, for civil penalties pursuant to the PAGA for Diamond West's violations of the Labor Code.

2. Specifically, Martin seeks to recover civil penalties for Diamond West's willful misclassification of employees as "independent contractors," failure to pay all wages, failure to pay overtime wages, minimum wage violations, failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, violation of paid sick leave requirements, failure to timely pay wages when due, failure to timely pay final wages at separation, failure to maintain payroll records, failure to provide accurate itemized wage statements, failure to provide wage-statement records upon request, and failure to provide personnel records upon request.

3. Martin is an "Aggrieved Employee" within the meaning of Labor Code § 2699(c) because he was employed by Defendants during the applicable statutory period and suffered violations of the Labor Code.

4. On February 13, 2025, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3(a).

5. As of the filing of this complaint, the LWDA has not provided notice of its intent to investigate the alleged violations.

6. Martin brings this action to recover all civil penalties and other PAGA damages on behalf of the State of California and the other Aggrieved Employees.

THE PARTIES

8. Martin is, and at all relevant times herein has been, an individual residing in Riverside County, California.

9. Martin brings this action on behalf of the State of California and on behalf of Diamond West's current and former workers in California who suffered one or more Labor Code violations Martin suffered, which are enumerated in Labor Code §§ 2698 *et seq.*, and who worked for Diamond West any time since 1 year and 65 days before the filing of this Complaint until final resolution of this Action.

10. These workers are referred to as the “Aggrieved Employees.”

11. Marin is an “Aggrieved Employee” within the meaning of Labor Code § 2699(c) because Diamond west employed him, and he suffered one or more of the alleged Labor Code and/or IWC Wage Order violations committed by Diamond West within the relevant limitations period.

12. Martin is informed and believes, and based thereupon alleges that at all times relevant herein, Defendant JEFFREY NORMAN d/b/a/ DIAMOND WEST DEVELOPMENT is an individual doing business under the aforementioned trade name in Riverside County, California. Diamond West may be served with process at Mr. Norman's usual place of business, located at **6676 Van Buren Boulevard, Riverside, California 92503-1553**, or wherever Mr. Norman may be found.

13. Diamond West employs a substantial number of the Aggrieved Employees to perform work in San Diego County, including but not limited to projects taking place in Mount Laguna, National City, Oceanside, Pine Valley, Potrero, Poway, Rainbow, Ramona, Rancho San Diego, Rancho Santa Fe, San Diego, San Diego Country Estates, San Marcos, Santee, Solana Beach, Spring Valley, Valley Center, Vista, and Winter Gardens.

14. Diamond West also employed, and continues to employ, the Aggrieved Employees to perform work on various worksites in Imperial County, Los Angeles County, Orange County, Riverside County, and San Bernardino County.

15. Martin is informed and believes, and based thereupon alleges, that at all times relevant hereto, Diamond West, and each of the Defendants, were the agents, employees, managing agents, supervisors, co-conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

16. The true names and capacities, whether a corporation, agent, individual, or otherwise, of DOES 1 through 10, are unknown to Martin, who therefore sues said Defendants by such fictitious names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in some manner for the events and happenings referred to herein and thereby proximately caused injuries and damages to Plaintiff as alleged herein. Plaintiff will seek leave of the Court to amend this Complaint to show their true names and capacities when the same have been ascertained.

17. At all times mentioned here, DOES 1 through 10 were the agents, representatives, employees, successors, and/or assigns of Defendants and at all times pertinent hereto were acting within the course and scope of their authority as such agents, representatives, employees, successors, and/or assigns.

18. Martin is informed and believes that at all relevant times herein mentioned, Diamond West and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such and based upon all the facts and circumstances incident to Diamond West's business in California, Diamond West and the Doe Defendants are subject to the Labor Code and IWC Wage Orders.

19. Martin is informed and believes that Diamond West committed other wrongful acts or omissions of which Martin is presently unaware. Martin shall conduct discovery to identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon discovery.

JURISDICTION & VENUE

20. This Court has jurisdiction over the State of California’s claims for civil penalties, by and through Martin as the deputized PAGA representative, pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction on all other causes” except those given by statute to other courts. The statute under which this Action is brought does not specify any other basis for jurisdiction.

21. Martin electronically filed his written PAGA Notice with the LWDA on February 13, 2025.

22. This Court has personal jurisdiction over Diamond West because Diamond West is a California resident, and Diamond West has purposefully availed itself of the benefits of the State by doing business in and employing workers in California, including Martin and the other Aggrieved Employees.

23. Venue is proper in this judicial district pursuant to CCP §§ 393 and/or 395.5.

24. Diamond West has employed Aggrieved Employees within San Diego County.

25. Diamond West conducts business in this County, has employed Aggrieved Employees in this County, and therefore liability under PAGA arises in this County.

26. As a Representative Action under the PAGA, this matter is not subject to removal under 28 U.S.C. § 1322(a)-(d) as PAGA civil penalty actions are not subject to federal jurisdiction.

FACTUAL ALLEGATIONS

27. Diamond West operates a construction business in the State of California, employing workers in non-exempt laborer positions to perform a range of tasks essential to their service operations.

28. Diamond West performs bathroom remodels, kitchen remodels, basement remodels, decks/patio construction, plumbing, flooring, electrical, and framing throughout Southern California.

29. In order to provide these services to its customers, Diamond West employs workers like Martin and the Aggrieved Employees.

30. Diamond West hired Martin as a laborer and driver to work in Riverside, California.

31. During his employment, Martin was illegally misclassified as an independent contractor, rather than as Diamond West's employee, and was paid on an hourly basis.

32. Martin's job duties included driving company vehicles, transporting materials, attending meetings, manual labor and performing construction work as directed by Diamond West's management personnel.

33. Martin's job duties were directly overseen by, and controlled by, Diamond West.

34. Martin performed work that is within Diamond west's usual course of business, *inter alia*, performing manual labor, construction work, and driving work for a construction outfit.

35. Martin was not customarily engaged in an independently established trade as a manual laborer and driver, nor was Martin engaged in an independent business of the same nature of Diamond West's construction business.

36. Diamond West's misclassification of Martin as an "independent contractor" rather than as an employee was knowing and willful.

37. Diamond West likewise misclassified the other Aggrieved Employees as "independent contractors" rather than as employees, in violation of the Labor Code.

38. Diamond West did so knowing, intentionally, and willfully.

39. From the outset of Martin's employment, Diamond West required Martin to follow a set daily schedule, report to company supervisors, use company vehicles and equipment, and wear a company uniform.

40. Throughout his employment, Martin and the other Aggrieved Employees were closely supervised, had little discretion over their daily work assignments, and were required to request approval for any time off. Martin was subject to policies and practices typical of an employee rather than an independent contractor, as regulated by Labor Code §§ 226.8 and 2775.

41. In February 2024, Martin began working for Diamond West as a laborer and driver.

42. Diamond West continued to classify Martin as an independent contractor throughout his employment, including during periods when Martin and other Aggrieved Employees performed core labor tasks integral to Diamond West's business, under Diamond West's supervision, with no material change in duties or work conditions.

43. During his employment, Martin worked a typical schedule of 8:00 a.m. to 5:00 p.m., Monday through Friday, with additional hours as required by Diamond West.

44. Martin's actual work schedule regularly exceeded 8 hours a day and sometimes included weekend assignments.

45. Diamond West did not pay Martin overtime compensation at the rate required by Labor Code §§ 510 and 1194 for hours worked in excess of 8 hours per day or 40 hours per week.

46. Martin and the other Aggrieved Employees were paid a fixed hourly rate for all hours worked, without any premium pay for overtime hours (a practice known as "straight time for overtime").

47. Timecard records maintained by Diamond West show Martin's and the other Aggrieved Employees' hours, including hours worked beyond 8 in a day and/or 40 in a week.

48. Still, Martin was only paid his regular hourly wage for all hours worked, regardless of the total number of daily or weekly hours, pursuant to Diamond West's straight time for overtime policies and/or practices.

49. Throughout his employment, Martin was paid at an hourly rate set by Defendants.

50. There were pay periods in which Martin and the other Aggrieved Employees were not paid at least the minimum wage as mandated by Labor Code § 1194, based on all compensable time worked.

51. Martin and the other Aggrieved Employees were subject to Diamond West's practices that resulted in missed or late meal periods, as regulated by Labor Code § 512.

52. There were occasions when Martin was instructed to work through his scheduled meal period or to take a shortened break due to business needs.

53. Martin and the other Aggrieved Employees also experienced periods when rest breaks were not authorized or permitted in accordance with Labor Code section 226.7. Due to the

pace of work and scheduling demands imposed by Defendants, Plaintiff was sometimes unable to take a rest break for every four hours worked or a major fraction thereof.

54. Other Aggrieved Employees were likewise instructed to work through scheduled meal and rest periods in violation of the Labor Code.

55. Diamond West, however, did not pay Martin and the other Aggrieved Employees premium pay for each day in which they did not receive a compliant or timely meal or rest period.

56. Martin also incurred necessary business-related expenses while performing work duties, including operating company vehicles, traveling between job sites, and purchasing work-related materials and supplies.

57. Diamond West failed to reimburse Martin for all such necessary expenditures, as required by Labor Code § 2802.

58. Martin submitted receipts and expense records; however, not all valid expenses were reimbursed in full.

59. Upon information and belief, other Aggrieved Employees likewise incurred business expenses but were not fully reimbursed by Diamond West.

60. During his employment, Martin did not receive paid sick leave as mandated by Labor Code § 248.5.

61. Diamond West did not provide written notice of available sick leave or maintain records reflecting sick leave accrual and usage.

62. Upon information and belief, other Aggrieved Employees likewise did not receive paid sick leave as required under Labor Code § 248.5.

63. Martin did not always receive wages promptly when due, as required by Labor Code § 204.

64. In addition to the unpaid wages discussed herein, there were instances when Martin's paychecks were delayed by one or more pay periods, and Diamond West did not always pay Plaintiff on the regularly scheduled payday.

65. Upon information and belief, Diamond West likewise failed to make timely payment of wages to the Aggrieved Employees, including delayed payments for one or more pay periods.

66. As a result of the aforementioned unpaid wage violations, upon Martin's separation from employment in October 2024, Defendants failed to pay all wages due at the time of separation, as regulated by Labor Code §§ 201 and 202.

67. Martin was owed unpaid wages for his final pay period, and Diamond West did not issue payment within the statutory timeframe.

68. Upon information and belief, Diamond West likewise failed to pay all wages owed in a timely manner upon separation from other Aggrieved Employees who left their employment.

69. Throughout Martin's employment, Diamond West failed to maintain accurate payroll records reflecting all hours worked, as mandated by Labor Code §§ 1174 and 1174.5.

70. Diamond West did not retain accurate wage payment details for at least three years as required.

71. Martin did not receive accurate itemized wage statements with each paycheck, as required by Labor Code § 226(a).

72. The wage statements provided to Martin, if any, were incomplete, missing information such as the total hours worked, applicable hourly rates, all deductions, the legal name and address of the employer, and other statutorily-required information.

73. After Martin requested copies of his wage statements, Diamond West failed to provide timely access or copies within 21 days, as required by Labor Code § 226(b) and (c).

74. On February 13, 2025, Plaintiff submitted a written notice to the LWDA, as required by Labor Code § 2699.3, describing the alleged Labor Code violations and providing Diamond West with notice and an opportunity to cure. Martin received no notice of intent to investigate from the LWDA, and at least 65 days have passed since submission of the notice.

75. As a direct and proximate result of Diamond West's conduct, Martin has suffered lost earnings, unpaid wages, unreimbursed business expenses, lost benefits, and has incurred statutory penalties and interest.

1 76. Diamond West employed at other Aggrieved Employees during the relevant period
2 who likewise suffered the same or similar Labor Code and IWC Wage Order violations.

3 **EXHAUSTION OF PAGA NOTICE REQUIREMENT**

4 77. Martin exhausted the notice requirement by filing a complaint with the LWDA, as
5 required under the PAGA, as stated in their letter dated February 13, 2025. A true and correct
6 copy of Martin's letter is attached hereto as **Exhibit A** and is incorporated herein by reference.

7 78. As of the filing of this complaint, the LWDA has not provided notice of its intent to
8 investigate the alleged violations, nor has it assumed jurisdiction over the applicable penalty claims
9 alleged. Therefore, Martin has exhausted the procedural requirement under PAGA to pursue all
10 civil penalty claims as provided under PAGA.

11 79. Throughout the relevant time period, Diamond West employed numerous other
12 non-exempt employees in California, who, on information and belief, were subjected to the same
13 unlawful policies and practices described herein.

14 80. As a direct result of Diamond West's unlawful policies and practices, Plaintiff and
15 other Aggrieved Employees have suffered harm and are entitled to recover civil penalties pursuant
16 to Labor Code §§ 2698, *et seq.*

17 **COUNT I**

18 **PENALTIES PURSUANT TO LABOR CODE § 2699(a)**

19 81. Martin incorporates all other paragraphs by reference.

20 82. Labor Code § 2699(a) provides:

21 Notwithstanding any other provision of law, any provision of this
22 code that provides for a civil penalty to be assessed and collected by
23 the Labor and Workforce Development Agency or any of its
24 departments, divisions, commissions, boards, agencies or
25 employees, for a violation of this code, may, as an alternative, be
26 recovered through a civil action brought by an aggrieved employee
27 on behalf of himself or herself and other current or former
28 employees.

83. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction,
in accordance with Sections 201, 201.5, 202, and 205.5, any wages
of an employee who is discharged or who quits, the wages of the
employee shall continue as a penalty from the due date thereof at the

same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

84. Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

85. Labor Code § 226(e)(1) provides:

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 to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

86. Labor Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

87. Labor Code § 226.8 provides:

(a) It is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor. ... (b) If the [LWDA] or a court issues a

determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law. (c) If the [LWDA] or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.

88. Labor Code § 558(a) and (c) provide:

(a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.... (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

89. Martin seeks civil penalties pursuant to Labor Code § 2699(a) for Diamond West's willful misclassification of the Aggrieved Employees, including Martin, as "independent contractors" rather than as employees.

90. Because Diamond West's willful misclassification is part of a pattern or practice, Martin seeks the heightened civil penalties available under Labor Code § 226.8(c).

91. Martin also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Diamond West, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

92. Martin seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

93. Martin also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Diamond West, alleged in this Complaint, to provide the Aggrieved Employees with accurate,

itemized wage statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e).

94. Martin also seeks civil penalties in the amounts described under Labor Code § 558 pursuant to Labor Code § 2699(a) for each pay period in which Diamond West, as alleged in this Complaint, failed to pay the Aggrieved Employees for all overtime wages owed.

95. Pursuant to Labor Code § 2699.3(a)(1) and (2), Martin has provided the LWDA with notice of his intention to file this claim.

96. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Martin satisfied all administrative prerequisites to commence this civil action.

97. Martin seeks the aforementioned civil penalties on behalf of the State of California and the other Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

98. Diamond West is liable to the Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint, with interest thereon.

99. Martin is also entitled to an award of attorneys' fees and costs as set forth herein.

100. Wherefore, Martin and the Aggrieved Employees request relief as hereinafter provided.

COUNT II

PENALTIES PURSUANT TO LABOR CODE § 2699(f)

101. Martin incorporates all other paragraphs by reference.

102. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation

103. Labor Code § 200 defines wages as "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.” All such wages are subject to California’s overtime and double time requirements, including those set forth above.

104. Labor Code § 204(a) provides that “[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]”

105. Labor Code § 510(a) provides as follows:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

106. IWC Wage Order 16-2001(3)(A)(1) states that employees:

...shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

107. Labor Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.

108. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

109. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Martin seeks civil penalties pursuant to Labor Code § 2699(f) for the Aggrieved

Employees for each pay period in which such employee was aggrieved, in the amounts established by Labor Code § 2699(f).

110. Martin seeks civil penalties under Labor Code § 2699(f) for Diamond West's violations of Labor Code §§ 226.7, 246, 247.5, 510, 512, 1194, 1194.5, 1198, 1198.5, and 2802.

111. Pursuant to Labor Code § 2699.3(a)(1) and (2), Martin has provided the LWDA with notice of his intention to file this claim.

112. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Martin satisfied all administrative prerequisites to commence this civil action.

113. Martin seeks the aforementioned penalties on behalf of the Aggrieved Employees and the State of California as set forth in Labor Code § 2699(g) and (i).

114. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not provide for a civil penalty if, at the time of the violation, the employer employs one or more employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

115. Diamond West is liable to the State of California and Aggrieved Employees for the civil penalties set forth in this Complaint.

116. Martin is also entitled to an award of attorneys' fees and costs.

117. Wherefore, Martin and the Aggrieved Employees request relief as hereinafter provided.

RELIEF SOUGHT

WHEREFORE, Martin, on behalf of the State of California and the Aggrieved Employees, requests the following relief:

- a. That this action be maintained as a PAGA Representative Action, and Plaintiff and his counsel be provided with enforcement capability as if the LWDA brought the action;

- b. For the Martin to be recognized by the Court as serving as the duly authorized Representative of the LWDA, that he be deemed an "aggrieved employee," and that he be awarded enhanced compensation for bringing this action, should he prevail and provide benefit to the State of California or other "aggrieved employees," subject to the Court's discretion;
- c. For a declaratory judgment that Diamond West's conduct violated the Labor Code as alleged herein;
- d. For an order awarding civil penalties against Diamond West to the fullest extent provided for by PAGA;
- e. For an award of attorneys' fees, costs, and expenses as provided by the Labor Code, including Labor Code § 2699(g)(1), Code of Civil Procedure § 1021.5, and/or any other applicable law;
- f. Pre- and post-judgment interest on any amounts awarded at the highest applicable rate allowed by law; and
- g. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1) and any other applicable statutes; and
- h. For such other and further relief as the Court may deem just and proper.

Dated: September 16, 2025

LAUREL EMPLOYMENT LAW APC



Joshua I. White, Esq.

Mae-Elaine Delos Santos, Esq.

William M. Hogg, Esq.

*Attorneys for Martin, on Behalf of the State of
California and Aggrieved Employees*