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Superior Court of California,  
County of San Diego

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Clerk of the Superior Court  
By N. Adams ,Deputy Clerk

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Attorneys for Plaintiff and the Class

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

KENTON JORDAN, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CASA DE LAS CAMPANAS, INC., a California  
nonprofit corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 25CU018355C

[Assigned for all purposes to the Hon. Evan P.  
Kirvin, Department C-69]

**JOINT STIPULATION FOR LEAVE TO  
FILE FIRST AMENDED COMPLAINT;  
[PROPOSED] ORDER**

Complaint Filed: April 9, 2025  
Trial Date: None

1 Plaintiff Kenton Jordan ("Plaintiff") and Defendant Casa De Las Campanas, Inc.  
2 ("Defendant"), by and through their respective attorneys of record, hereby submit the following  
3 Joint Stipulation for Leave to File First Amended Complaint as follows:

4 WHEREAS, on April 9, 2025, Plaintiff filed a Class Action Complaint ("Complaint")  
5 alleging class claims for: (1) unpaid sick pay wages (violation of Labor Code §§ 201, 202, 203,  
6 233 and 246); (2) inaccurate wage statements (violation of Labor Code §226(a)); and (3) unfair  
7 or unlawful business practices (violation of Business and Professions Code § 17200, *et seq.*);

8 WHEREAS, on May 12, 2025, Defendant filed an Answer to the Complaint;

9 WHEREAS, Plaintiff and Defendant (Plaintiff and Defendant referred to collectively  
10 herein as "the Parties") are parties to an arbitration agreement;

11 WHEREAS, the Parties have met and conferred regarding the filing of Plaintiff's proposed  
12 First Amended Representative Action Complaint for Violation of Labor Code § 2698 *et. seq.*  
13 ("FAC" or "First Amended Complaint"), a copy of which is attached hereto as **Exhibit A**. A  
14 comparison of the Complaint and FAC is attached hereto as **Exhibit B**;

15 WHEREAS, the Parties believe it would be expedient to allow Plaintiff to amend the  
16 Complaint and wish to avoid incurring unnecessary expense via motion practice; and

17 WHEREAS, Defendant has no objection to the filing of the FAC, without prejudice to and  
18 without waiving any defenses thereto.

19 NOW THEREFORE, the Parties STIPULATE and REQUEST as follows:

20 1. That the Court issue an order permitting Plaintiff to file a First Amended  
21 Complaint.

22 2. That the First Amended Complaint be considered filed and served on Defendant as  
23 of the date the Court signs this Order approving this stipulation; and

24 3. That Defendant shall have thirty (30) days from the date the Court signs this Order  
25 approving this stipulation to file a responsive pleading to the First Amended Complaint.

26 IT IS SO STIPULATED.  
27  
28

1 DATED: June 6, 2025

DIVERSITY LAW GROUP, P.C.

2  
3 By: /s/ Kristen M. Agnew  
4 Larry W. Lee  
5 Kristen M. Agnew  
6 Attorneys for Plaintiff and the Class

7 DATED: June 6, 2025

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

8 By: /s/ Haley A. Murphy  
9 Jennifer N. Lutz  
10 Haley A. Murphy  
11 Attorneys for Defendant  
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1 **PROPOSED ORDER**

2 THE COURT, having received and reviewed the Stipulation for Leave to File First Amended  
3 Complaint ("Stipulation"), and GOOD CAUSE appearing, herein orders as follows:

- 4 1. Plaintiff Kenton Jordan is granted leave to file the First Amended Complaint;  
5 2. That the First Amended Complaint be considered filed and served on Defendant Casa De  
6 Las Campanas, Inc. ("Defendant") as of the date the Court signs this Order; and  
7 3. That Defendant shall have thirty (30) days from the date the Court signs this Order to file  
8 a responsive pleading to the First Amended Complaint.

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12 **IT IS SO ORDERED.**

13  
14 DATED: 6/10/25

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17 SUPERIOR COURT JUDGE

18 **Evan P. Kirvin**  
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# EXHIBIT A

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Attorneys for Plaintiff and the Aggrieved Employees

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

KENTON JORDAN, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CASA DE LAS CAMPANAS, INC., a California  
nonprofit corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. 25CU018355C

**FIRST AMENDED REPRESENTATIVE  
ACTION COMPLAINT FOR VIOLATION  
OF LABOR CODE § 2698, ET SEQ., THE  
PRIVATE ATTORNEYS GENERAL ACT**

**DEMAND OVER \$25,000.00**

1 Plaintiff Kenton Jordan (“Plaintiff”) submits this Representative Action Complaint against  
2 Defendant Casa De Las Campanas, Inc. (“Defendant”) and Does 1 through 50 (collectively,  
3 “Defendants”), on behalf of himself and all other aggrieved employees of Defendants for penalties  
4 pursuant to the Private Attorneys General Act, Labor Code § 2698, et seq. (“PAGA”), for Defendants’  
5 violations of the California Labor Code, as follows.

## 6 INTRODUCTION

7 1. This representative action challenges systemic employment practices resulting in  
8 violations of the California Labor Code against individuals who worked for Defendants. Plaintiff is  
9 informed and believes that Defendants have jointly and severally acted intentionally and with deliberate  
10 indifference and conscious disregard to the rights of employees by failing to pay all sick pay wages,  
11 failing to timely pay all wages during employment or upon termination of employment, and failing to  
12 provide complete and accurate itemized wage statements. The Complaint seeks penalties and other  
13 relief pursuant to, among other provisions, Labor Code sections 201, 202, 203, 226, 233, 246, and 2698  
14 *et. seq.*<sup>1</sup>

15 2. Defendants fail to pay sick pay wages at the regular rate of pay. Plaintiff and other non-  
16 exempt employees earn non-base hourly wages or other non-hourly, non-discretionary remuneration,  
17 including for example shift differential wages. Defendants fail to consider such wages when paying sick  
18 pay wages. Rather than pay sick pay wages at the regular rate of pay, Defendants underpay sick pay  
19 wages to Plaintiff and other non-exempt employees at their base rates of pay.

20 3. Because Plaintiff and other non-exempt employees are underpaid sick pay wages,  
21 Defendants routinely fail to timely pay Plaintiff and other non-exempt employees all wages during  
22 employment or upon separation of employment. Moreover, Defendants also routinely fail to furnish  
23 wage statements that accurately show and itemize all applicable hourly rates in effect during the pay  
24 period, gross wages earned, and net wages earned.

25 4. Plaintiff is informed and believes that Defendants have engaged in, among other things, a  
26 system of willful violations of the Labor Code by creating and maintaining policies, practices, and  
27 customs that knowingly deny its employees the above stated rights and benefits.

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<sup>1</sup> Except as otherwise noted, all “Section” references are to the Labor Code.

1 5.

2 **JURISDICTION AND VENUE**

3 6. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of  
4 Defendants' violations of Sections 201, 202, 203, 226, 233, 246, and 2698 *et. seq.*

5 7. Venue is proper in the County of San Diego, where Plaintiff performed work for  
6 Defendants.

7 **PARTIES**

8 8. On October 23, 2024, Plaintiff began working for Defendants and worked in California  
9 for Defendants for 30 or more days within a year. Until his employment ended on or about March 11,  
10 2025, Plaintiff was paid on an hourly basis as a non-exempt employee and earned non-base hourly  
11 wages or other non-hourly, non-discretionary remuneration, including shift differential wages.  
12 Throughout his employment, Plaintiff accrued and actually used sick leave. When sick leave was used  
13 in workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary  
14 remuneration in addition to his base hourly wages, sick pay wages were paid at Plaintiff's base rate of  
15 pay rather than his regular rate of pay. Plaintiff was not timely paid all due wages during employment or  
16 upon separation of employment and also was not provided with accurate itemized wage statements.  
17 Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of in this  
18 action in ways that have deprived his of the rights guaranteed by the Labor Code.

19 9. Plaintiff is informed and believes that Casa De Las Campanas, Inc. was and is a  
20 California nonprofit corporation. Plaintiff is informed and believes that at all times herein mentioned  
21 named defendants and Does 1 through 50, were and are corporations, business entities, individuals, or  
22 partnerships that are and were licensed to do business and actually doing business in the State of  
23 California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are  
24 subject to Sections 201, 202, 203, 226, 233, 246, and 2698 *et. seq.*

25 10. Plaintiff does not know the true names or capacities of the defendants sued herein as  
26 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are  
27 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names  
28 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was



1 responsible in some way for the matters alleged herein and proximately caused the illegal employment  
2 practices, wrongs, and injuries complained of herein.

3 11. At all times mentioned herein, each of said Defendants participated in the doing of the  
4 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of  
5 the other Defendants, as well as the agents of all Defendants, and were acting within the course and  
6 scope of said agency and employment.

7 12. Plaintiff is informed and believes that at all times material hereto, each of said  
8 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,  
9 each of the other Defendants and was acting within the course and scope of such agency, employment,  
10 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by  
11 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or  
12 omissions of the acting Defendants.

13 13. Plaintiff is informed and believes that at all times material hereto each of the Defendants  
14 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the  
15 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in  
16 pursuance of, a joint venture, partnership, or common enterprise.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

19 **(By Plaintiff and Aggrieved Employees Against All Defendants)**

20 14. The preceding paragraphs are re-alleged and incorporated by this reference.

21 15. Plaintiff brings this cause of action as a proxy for the State of California and in this  
22 capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from March 27,  
23 2024 through the present, for Defendant's violations of Labor Code sections 201, 202, 203, 226, and 246  
24 arising from Defendant's policy and practice of failing to pay all sick pay wages, failing to timely pay  
25 all wages during employment or upon termination of employment, and failing to provide complete and  
26 accurate itemized wage statements.

27 16. Section 233 provides that an employer must permit an employee to use accrued sick leave  
28 in accordance with Section 246.5 at the employee's then current rate of entitlement. Section 246

1 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Section  
2 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to  
3 sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i)  
4 “Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of  
5 pay for the workweek in which the employee uses paid sick time, whether or not the employee actually  
6 works overtime in that workweek,” or (ii) “Paid sick time for nonexempt employees shall be calculated  
7 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total  
8 hours worked in the full pay periods of the prior 90 days of employment.”

9         17. As a matter of policy and practice, Defendant pays sick pay wages to Plaintiff and  
10 Aggrieved Employees at the incorrect rate of pay. Plaintiff and Aggrieved Employees regularly use  
11 accrued sick leave in workweeks in which they also earn non-base hourly wages or other non-hourly,  
12 non-discretionary remuneration, including for example shift differential wages. As a matter of policy  
13 and practice, Defendant pays sick pay wages to Plaintiff and Aggrieved Employees at the base hourly  
14 rate of pay, as opposed to the regular rate of pay, which would consider all non-base hourly wages or  
15 other non-hourly, non-discretionary remuneration in addition to base hourly wages, or the rate resulting  
16 from dividing the employee’s total wages, not including overtime premium pay, by the employee’s total  
17 hours worked in the full pay periods of the prior 90 days of employment. As a result, Defendant  
18 underpays sick pay wages to Plaintiff and Aggrieved Employees.

19         18. Section 246 specifically requires that, upon use of accrued sick leave, vested sick pay  
20 wages are due and to be paid no later than the payday for the next regular payroll period after accrued  
21 sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an  
22 employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section  
23 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an  
24 employee quits his or her employment, unless the employee has given 72-hour notice of his or her  
25 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The  
26 Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer  
27 willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the  
28

1 employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages  
2 shall not continue for more than thirty (30) days.

3 19. As alleged herein and as a matter of policy and practice, Defendant routinely underpays  
4 sick pay wages and thus does not timely pay Plaintiff and Aggrieved Employees all owing and  
5 underpaid sick pay wages. As a result, Defendant violates Sections 201, 202, 203, 233, and 246, among  
6 other Labor Code provisions. Plaintiff is informed and believe that Defendant was advised by skilled  
7 lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's  
8 allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized  
9 that 'wages' also include those benefits to which an employee is entitled as a part of his or her  
10 compensation, including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth*  
11 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendant willfully fails to  
12 timely pay Plaintiff and Aggrieved Employees all sick pay wages due, Defendant is subject to applicable  
13 civil penalties.

14 20. On or about March 27, 2025, Plaintiff sent written notice to the California Labor &  
15 Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections 201,  
16 202, 203, 226, and 246, pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent his notice  
17 to Defendant via certified mail pursuant to Labor Code section 2699.3.

18 21. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's  
19 written notices nor indicated that it intends to investigate the Labor Code violations provided for in the  
20 written notices.

21 22. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all  
22 applicable civil penalties for Defendant's violations of Labor Code sections 201, 202, 203, 226, and 246,  
23 for the time period described above, on behalf of himself and other Aggrieved Employees.

#### 24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit  
26 is brought against Defendants, jointly and severally, as follows:

27 1. Upon the First Cause of Action for penalties pursuant to California Labor Code sections  
28 201, 202, 203, 226, 246 and 2698 *et. seq.*, and attorneys' fees and costs;

2. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code, and Code of Civil Procedure section 1021.5; and

3. For such other and further relief that the Court may deem just and proper.

DATED: June 6, 2025

DIVERSITY LAW GROUP, P.C.

By: /s/ Kristen M. Agnew

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Larry W. Lee

Kristen M. Agnew

Attorneys for Plaintiff and the Aggrieved Employees

# EXHIBIT B

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Attorneys for Plaintiff and the ~~Class~~ Aggrieved Employees

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

KENTON JORDAN, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

CASA DE LAS CAMPANAS, INC., a California  
nonprofit corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.

**FIRST AMENDED REPRESENTATIVE  
ACTION COMPLAINT FOR VIOLATION  
OF LABOR CODE § 2698, ET SEQ., THE  
PRIVATE ATTORNEYS GENERAL  
ACT CLASS ACTION COMPLAINT**

**~~(1) Unpaid Sick Pay Wages  
(Lab. Code §§ 201, 202, 203, 233, 246);  
(2) Inaccurate Itemized Wage Statements  
(Lab. Code § 226(a)); and  
(3) Unfair or Unlawful Business Practices  
(Bus. & Prof. Code §§ 17200 et seq.)~~**

**DEMAND OVER \$25,000.00**

1 ~~On behalf of himself and other similarly situated current and former employees of Defendants,~~  
2 Plaintiff, Kenton Jordan (“Plaintiff”), submits this Class Representative Action Complaint against  
3 Defendant, Casa De Las Campanas, Inc. (“Defendant”), and Does 1 through 50 (collectively,  
4 “Defendants”), on behalf of himself and all other aggrieved employees of Defendants for penalties  
5 pursuant to the Private Attorneys General Act, Labor Code § 2698, et seq. (“PAGA”), for Defendants’  
6 violations of the California Labor Code, as follows.

## 7 INTRODUCTION

8 1. This class-representative action challenges systemic employment practices resulting in  
9 violations of the California Labor Code against individuals who worked for Defendants. Plaintiff is  
10 informed and believes that Defendants have jointly and severally acted intentionally and with deliberate  
11 indifference and conscious disregard to the rights of employees by failing to pay all sick pay wages,  
12 failing to timely pay all wages during employment or upon termination of employment, and failing to  
13 provide complete and accurate itemized wage statements. The Complaint seeks ~~damages, penalties, and~~  
14 other relief pursuant to, among other provisions, Labor Code sections 201, 202, 203, 226, 233, ~~and 246,~~  
15 and 2698 et. seq. and the Unfair Competition Law, codified at Business and Professions Code sections  
16 17200 et seq. (the “UCL”).<sup>1</sup>

17 2. Defendants fail to pay sick pay wages at the regular rate of pay. Plaintiff and other non-  
18 exempt employees earn non-base hourly wages or other non-hourly, non-discretionary remuneration,  
19 including for example shift differential wages. Defendants fail to consider such wages when paying sick  
20 pay wages. Rather than pay sick pay wages at the regular rate of pay, Defendants underpay sick pay  
21 wages to Plaintiff and other non-exempt employees at their base rates of pay.

22 3. Because Plaintiff and other non-exempt employees are underpaid sick pay wages,  
23 Defendants routinely fail to timely pay Plaintiff and other non-exempt employees all wages during  
24 employment or upon separation of employment. Moreover, Defendants also routinely fail to furnish  
25 wage statements that accurately show and itemize all applicable hourly rates in effect during the pay  
26 period, gross wages earned, and net wages earned.

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<sup>1</sup> Except as otherwise noted, all “Section” references are to the Labor Code.

4. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

5. ~~The policies, practices, and customs of Defendants result in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.~~

## JURISDICTION AND VENUE

6. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of Defendants' violations of Sections 201, 202, 203, 226, 233, ~~and~~ 246, and ~~the UCL~~ 2698 *et. seq.*

7. Venue is proper in the County of San Diego, where Plaintiff performed work for Defendants.

## PARTIES

8. On October 23, 2024, Plaintiff began working for Defendants and worked in California for Defendants for 30 or more days within a year. Until his employment ended ~~in~~ on or about March 11, 2025, Plaintiff was paid on an hourly basis as a non-exempt employee and earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including shift differential wages. Throughout his employment, Plaintiff accrued and actually used sick leave. When sick leave was used in workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary remuneration in addition to his base hourly wages, sick pay wages were paid at Plaintiff's base rate of pay rather than his regular rate of pay. Plaintiff was not timely paid all due wages during employment or upon separation of employment and also was not provided with accurate itemized wage statements. Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived his of the rights guaranteed by the Labor Code ~~and the UCL~~.

9. Plaintiff is informed and believes that Casa De Las Campanas, Inc. was and is a California nonprofit corporation. Plaintiff is informed and believes that at all times herein mentioned named defendants and Does 1 through 50, were and are corporations, business entities, individuals, or partnerships that are and were licensed to do business and actually doing business in the State of California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201, 202, 203, 226, 233, ~~and 246, and the UCL 2698~~ *et. seq.*



10. Plaintiff does not know the true names or capacities of the defendants sued herein as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused the illegal employment practices, wrongs, and injuries complained of herein.

11. At all times mentioned herein, each of said Defendants participated in the doing of the acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of the other Defendants, as well as the agents of all Defendants, and were acting within the course and scope of said agency and employment.

12. Plaintiff is informed and believes that at all times material hereto, each of said Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with, each of the other Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or omissions of the acting Defendants.

13. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

## ~~CLASS ACTION ALLEGATIONS~~

~~14. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class certification of the following classes: (i) all current and former non-exempt employees of Defendants in the State of California who have been paid sick pay wages in a workweek since April 9, 2022, in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration (the “Sick Pay Class”), and (ii) all current and former non-exempt employees of Defendants in the State of California who have been paid sick pay wages in a workweek since April 9, 2024, in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration (the “Wage~~

Statement Class”). The Sick Pay Class and Wage Statement Class are collectively referred to as the “Class.”

15. — **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes that Defendants violated Sections 201, 202, 203, 226, 233, and 246, and the UCL against Plaintiff and the Class by failing to pay all sick pay wages, failing to timely pay all wages during employment or upon termination of employment, and failing to provide complete and accurate itemized wage statements.

16. — **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff’s attorneys have prosecuted and settled wage and hour class actions in the past and continue to litigate numerous wage and hour class actions currently pending in California state and federal courts.

17. — **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is informed and believes that Defendants uniformly administer a corporate policy and practice of routinely failing to pay all sick pay wages due, to timely pay all wages during employment or upon separation of employment, or to provide complete and accurate itemized wage statements.

18. — **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class suffered. As with other members of the Class, Plaintiff was paid on an hourly basis as a non-exempt employee and earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example shift differential wages. Throughout his employment, Plaintiff accrued and actually used sick leave. When sick leave was used in workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary remuneration in addition to his base hourly wages, sick pay wages were paid at Plaintiff’s base rate of pay rather than his regular rate of pay. Plaintiff was not timely paid all due wages during employment or upon separation of employment and also was not

1 provided with accurate itemized wage statements. Plaintiff thus is a member of the Class and has  
2 suffered the alleged violations of the Labor Code.

3 19. — The Labor Code is broadly remedial in nature. Its laws serve an important public interest  
4 in establishing minimum working conditions and requirements in California. These labor standards  
5 protect employees from onerous terms and conditions of employment or exploitation by employers who  
6 have superior economic and bargaining power.

7 20. — The nature of this action and the format of laws available to Plaintiff and members of the  
8 Class make the class action format a particularly efficient and appropriate procedure to redress the  
9 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate  
10 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and  
11 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and  
12 legal resources. Requiring each member of the Class to pursue an individual remedy would also  
13 discourage the assertion of lawful claims by employees who would be disinclined to file an action  
14 against their former or current employer for real and justifiable fear of retaliation and permanent  
15 damage to their careers at their current or subsequent employment.

16 21. — The prosecution of separate actions by individual members of the Class, even if possible,  
17 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual  
18 members of the Class that would establish potentially incompatible standards of conduct for  
19 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a  
20 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests  
21 of other members of the Class not parties to the adjudications. Further, the claims of the individual  
22 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering  
23 the concomitant costs and expenses.

24 22. — Defendants' pattern, practice, and uniform administration of corporate policy in violation  
25 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the  
26 rights of Plaintiff and the Class under Sections 201, 202, 203, 226, 233, and 246, applicable IWC Wage  
27 Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover damages and restitution,  
28

1 including unpaid wages and interest thereon, applicable penalties, reasonable attorneys' fees, and costs  
2 of suit.

3 23. — This action is brought for the benefit of the Class, which is commonly entitled to a  
4 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class  
5 is commonly entitled to restitution of those funds being improperly withheld by Defendant.

## 6 FIRST CAUSE OF ACTION

7 Unpaid Sick Pay Wages (Lab. Code §§ 201, 202, 203, 233, 246) **VIOLATION OF LABOR CODE §**  
8 **2698, ET SEQ.**

9 (By Plaintiff and ~~the Sick Pay Class~~ **Aggrieved Employees** Against All Defendants)

10 24.14. The preceding paragraphs are re-alleged and incorporated by this reference.

11 15. Plaintiff brings this cause of action as a proxy for the State of California and in this  
12 capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from March 27,  
13 2024 through the present, for Defendant's violations of Labor Code sections 201, 202, 203, 226, and 246  
14 arising from Defendant's policy and practice of failing to pay all sick pay wages, failing to timely pay  
15 all wages during employment or upon termination of employment, and failing to provide complete and  
16 accurate itemized wage statements.

17 25.16. Section 233 provides that an employer must permit an employee to use accrued sick leave  
18 in accordance with Section 246.5 at the employee's then current rate of entitlement. Section 246  
19 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Section  
20 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to  
21 sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i)  
22 "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of  
23 pay for the workweek in which the employee uses paid sick time, whether or not the employee actually  
24 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated  
25 by dividing the employee's total wages, not including overtime premium pay, by the employee's total  
26 hours worked in the full pay periods of the prior 90 days of employment." ~~Under Sections 218 and 233,~~  
27 ~~employees may sue to recover underpaid sick pay wages as damages.~~

1        26.17. As a matter of policy and practice, Defendants pay~~s~~ sick pay wages to Plaintiff and ~~the~~  
2 ~~Sick Pay Class~~ Aggrieved Employees at the incorrect rate of pay. Plaintiff and Aggrieved Employees ~~the~~  
3 ~~Sick Pay Class~~ regularly use accrued sick leave in workweeks in which they also earn non-base hourly  
4 wages or other non-hourly, non-discretionary remuneration, including for example shift differential  
5 wages. As a matter of policy and practice, Defendants pay~~s~~ sick pay wages to Plaintiff and Aggrieved  
6 Employee ~~the Sick Pay Class~~ at the base hourly rate of pay, as opposed to the regular rate of pay, which  
7 would consider all non-base hourly wages or other non-hourly, non-discretionary remuneration in  
8 addition to base hourly wages, or the rate resulting from dividing the employee's total wages, not  
9 including overtime premium pay, by the employee's total hours worked in the full pay periods of the  
10 prior 90 days of employment. As a result, Defendants underpay~~s~~ sick pay wages to Plaintiff and  
11 Aggrieved Employee ~~the Sick Pay Class~~.

12        27.18. Section 246 specifically requires that, upon use of accrued sick leave, vested sick pay  
13 wages are due and to be paid no later than the payday for the next regular payroll period after accrued  
14 sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an  
15 employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section  
16 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an  
17 employee quits his or her employment, unless the employee has given 72-hour notice of his or her  
18 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The  
19 Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer  
20 willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the  
21 employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages  
22 shall not continue for more than thirty (30) days. ~~Under Sections 203, and 218, employees may sue to~~  
23 ~~recover applicable penalties.~~

24        19. As alleged herein and as a matter of policy and practice, Defendants routinely underpay~~s~~  
25 sick pay wages and thus ~~do~~es not timely pay Plaintiff and Aggrieved Employees ~~the Sick Pay Class~~ all  
26 owing and underpaid sick pay wages. As a result, Defendants ~~violates~~ violates Sections 201, 202, 203, 233, and  
27 246, among other Labor Code provisions. Plaintiff is informed and believe that Defendants ~~was~~ are  
28 advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it

relates to Plaintiff's allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay Plaintiff and ~~Aggrieved Employees the Sick Pay Class~~ all sick pay wages due, Defendants ~~is~~are subject to applicable civil penalties.

20. On or about March 27, 2025, Plaintiff sent written notice to the California Labor & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code sections 201, 202, 203, 226, and 246, pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent his notice to Defendant via certified mail pursuant to Labor Code section 2699.3.

21. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notices nor indicated that it intends to investigate the Labor Code violations provided for in the written notices.

28.22. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant's violations of Labor Code sections 201, 202, 203, 226, and 246, for the time period described above, on behalf of himself and other Aggrieved Employees.

29. — Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Sick Pay Class to recover underpaid sick pay wages, including interest thereon, applicable penalties, attorneys' fees, and costs of suit.

## **Second CAUSE OF ACTION**

### **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

#### **(By Plaintiff and the Wage Statement Class Against All Defendants)**

30. — The preceding paragraphs are re-alleged and incorporated by this reference.

31. — Section 226(a) requires an employer to furnish to its employees itemized wage statements that show accurate information, including without limitation, all applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

32. — Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage Statement Class. Because of the above violations and as a matter of policy and practice, Defendants fail

1 to furnish Plaintiff and the Wage Statement Class with wage statements that accurately show the  
2 applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

3 33. — Such a pattern, practice, and uniform administration of corporate policy is unlawful and  
4 entitles Plaintiff and the Wage Statement Class to recover applicable penalties, attorneys' fees, and costs  
5 of suit.

### 6 **Third CAUSE OF ACTION**

#### 7 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

#### 8 **(By Plaintiff and the Sick Pay Class Against All Defendants)**

9 34. — The preceding paragraphs are re-alleged and incorporated by this reference.

10 35. — Plaintiff is informed and believes that Defendants have engaged and continue to engage  
11 in unfair and unlawful business practices in California by utilizing the employment policies and  
12 practices alleged herein, including the underpayment of sick pay wages.

13 36. — Defendants' utilization of such unfair and unlawful business practices constitutes unfair  
14 and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed  
15 by the UCL. Defendants have deprived Plaintiff and the Sick Pay Class of the minimum working  
16 conditions and standards due to them under the Labor Code and applicable IWC Wage Orders.

17 37. — Such a pattern, practice, and uniform administration of corporate policy is unlawful and  
18 entitles Plaintiff and the Sick Pay Class to full restitution of all monies withheld, acquired, or converted  
19 by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and  
20 costs of suit.

### 21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit  
23 is brought against Defendants, jointly and severally, as follows:

24 1. — For an order certifying the proposed Classes;

25 2. — For an order appointing Plaintiff as the representative of the Classes;

26 3. — For an order appointing Counsel for Plaintiff as Class Counsel;

1        4.1. Upon the First Cause of Action for ~~damages, including unpaid wages and interest~~  
2 ~~thereon, penalties pursuant to California Labor Code sections 201, 202, 203, 226, 246 and 2698 et.~~  
3 ~~seq. penalties~~, and attorneys' fees and costs;

4        ~~5. Upon the Second Cause of Action for penalties, actual damages, and attorneys' fees and~~  
5 ~~costs;~~

6        ~~6. Upon the Third Cause of Action for restitution of all funds unlawfully acquired by~~  
7 ~~Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,~~  
8 ~~and for attorneys' fees and costs;~~

9        7.2. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,  
10 ~~UCL~~, and Code of Civil Procedure section 1021.5; and

11        8.3. For such other and further relief that the Court may deem just and proper.

12 DATED: ~~April 2, 2024~~May 7, 2025

DIVERSITY LAW GROUP, P.C.

13 By: \_\_\_\_\_

14 Larry W. Lee

Kristen M Agnew

15 Attorneys for Plaintiff ~~and the Aggrieved Employees~~



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STATE OF CALIFORNIA ]  
 ]ss.  
COUNTY OF LOS ANGELES ]

On June 6, 2025, I served the following document(s) described as: **JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; [PROPOSED] ORDER** on the interested parties in this action as follows:

    X     BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE Attorney Service E-Filing System at the website [www.efile.acelegal.com](http://www.efile.acelegal.com), addressed to all parties appearing on this proof of service for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

  
Erika Mejia