

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
Polaris Law Group
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Class

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX105

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

TANYA JENKS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

IJJ CONSULTING INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2025-01467453-CU-OE-CXC

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$35,000

1 Plaintiff Tanya Jenks (“Plaintiff”) hereby submits this PAGA Representative Action
2 Complaint (“Complaint”) against Defendant IJJ Consulting Inc. (“Defendant”) and Does 1 through
3 50 (hereinafter collectively referred to as “Defendants”), on behalf of herself and all other
4 aggrieved employees of Defendants for penalties pursuant to the Private Attorneys General Act,
5 Labor Code § 2698, *et seq.* (“PAGA”), for Defendants’ violations of the California Labor Code, as
6 follows:

7 **INTRODUCTION**

8 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
9 203, 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1 and 2698, *et seq.*, the California Industrial
10 Welfare Commission’s (“IWC”) Wage Orders.

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against Plaintiff individually and against other individuals
13 who worked for Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
15 jointly and severally, have acted intentionally and with deliberate indifference and conscious
16 disregard for the rights of all employees by failing to pay minimum, regular, and overtime wages
17 for all hours worked and failing to provide accurate itemized wage statements.

18 4. Plaintiff is informed and believes, and based thereon alleges, Defendants have
19 engaged in, among other things, a system of willful violations of the California Labor Code and
20 applicable IWC wage orders by creating and maintaining policies, practices, and customs that
21 knowingly deny employees the above stated rights and benefits.

22 5. The policies, practices, and customs of Defendants described above and below have
23 resulted in unjust enrichment of Defendants and an unfair business advantage over businesses that
24 routinely adhere to the strictures of the California Labor Code.

25 **JURISDICTION AND VENUE**

26 6. The Court has jurisdiction over the violations of the California Labor Code §§ 201-
27 203, 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1 and 2698, *et seq.*, the applicable Wage Orders
28 of the IWC.

7. Venue is proper because Defendants do business in Orange County and maintain a business location in Orange County.

PARTIES

8. Plaintiff was employed by Defendants as a Closer, Auto Warranty Coverage from about November 2023, until on or about April 27, 2024. Plaintiff worked as a non-exempt, hourly employee.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the applicable IWC Wage Orders.

10. Plaintiff is informed and believes, and based thereon alleges, Defendant IJJ Consulting Inc. was and is a California corporation doing business in the State of California and engaged in extended automobile warranty sales.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50, 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 Defendants' business in California, Defendants are subject to Labor Code §§ 201-203, 204, 226, 226.7, 510, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, the IWC Wage Orders.

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

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the

1 Defendants, and each of them, were the agents, servants, and employees of each of the other
2 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
3 within the course and scope of said agency and employment.

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

11 15. At all times herein mentioned, Defendants, and each of them, were members of, and
12 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
13 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

14 16. At all times herein mentioned, the acts and omissions of various Defendants, and
15 each of them, concurred and contributed to the various acts and omissions of each and all of the
16 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
17 herein mentioned, Defendants, and each of them, ratified each and every act or omission
18 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
19 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
20 damages as herein alleged.

21 **FIRST CAUSE OF ACTION**

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

23 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

24 17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
25 though fully set forth herein.

26 18. Plaintiff brings this cause of action as a proxy for the State of California and in this
27 capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from
28 March 3, 2024, through the present, for Defendants' violations of Labor Code §§ 201-203, 204,

226, 226.7, 510, 558, 1194, 1197, 1197.1 arising from Defendants’ policy and practice of: (a) failing to pay all minimum, regular, and overtime wages for all hours worked, in violation of Labor Code §§ 201-203, 204, 510, 558, 1194, 1197, and 1197.1; (b) failing to provide duty-free rest periods and/or separately compensating for rest periods; and (c) failing to provide accurate itemized wage statements, in violation of Labor Code § 226;.

19. On or about March 3, 2025, Plaintiff sent written notices to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations as set forth above. Plaintiff simultaneously sent written notices to Defendants via certified mail. On or about March 17, 2025, Plaintiff sent an amended written notice to the LWDA expanding on additional theories of liability alleged against Defendant.

20. 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.

21. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants’ violations of Labor Code 201-203, 204, 226, 226.7, 510, 558, 1194, 1197, and 1197.1 and 2698 *et seq.*, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and all similarly situated employees against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for the full amount of civil penalties available under the PAGA, and for costs and attorneys’ fees;

2. On all causes of action for attorneys’ fees and costs as provided by California Labor Code §§ 218.5, 226, 226.7, and 1194, and Code of Civil Procedure § 1021.5; and

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

1 DATED: May 30, 2025

DIVERSITY LAW GROUP, P.C.

2
3 By:  _____

4 Larry W. Lee

5 Max W. Gavron

6 Attorneys for Plaintiff and the Class