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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SAN BERNARDINO

14 JOHN RIOJAS, as an individual and on
behalf of all others similarly situated,

15 Plaintiffs,

16 v.

17 CALIFORNIA TRAFFIC CONTROL
18 SERVICES, a California corporation; and
DOES 1 through 50, inclusive,

19 Defendants.

CASE NO. CIVSB2514872

[Assigned for all purposes to the Hon. Wilfred J
Schneider, Jr, Dept. S32]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- (1) VIOLATION OF CAL. LABOR CODE §
2802;
- (2) VIOLATION OF CAL. LABOR CODE §§
226.7 AND 512;
- (3) VIOLATION OF CAL. LABOR CODE §
226.7;
- (4) VIOLATION OF CAL. LABOR CODE §
226(a);
- (5) VIOLATION OF CAL. BUSINESS &
PROFESSIONS CODE § 17200, *ET SEQ.*;
AND
- (6) VIOLATION OF CAL. LABOR CODE §
2698, *ET SEQ.*

DEMAND EXCEEDS \$35,000.00

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1 Plaintiff John Riojas (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendants California Traffic Control
3 Services (the “Company” or “Defendant”) and DOES 1-50 (hereinafter collectively referred to as
4 “Defendants”), as an individual and on behalf of all other similarly situated current and former
5 employees of Defendants for penalties and/or damages for violations of the California Labor
6 Code, including without limitation, failure to provide meal and rest periods and/or pay meal/rest
7 period premiums as required by law, failure to provide employees with accurate itemized wage
8 statements, and failure to reimburse business expenses as follows:

9 **INTRODUCTION**

10 1. This action is within the Court’s jurisdiction under California Labor Code §§ 201-
11 203, 226, 226.7, 512, 2802, the Private Attorneys General Act (the “PAGA”), Labor Code §
12 2698, *et seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders, and the
13 California Unfair Competition Law (the “UCL”), codified at California Business and Professions
14 Code § 17200, *et seq.*

15 2. This Complaint challenges systemic illegal employment practices resulting in
16 violations of the California Labor Code and Business and Professions Code against employees of
17 Defendants.

18 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 jointly and severally have acted intentionally and with deliberate indifference and conscious
20 disregard to the rights of all employees by failing to provide accurate itemized wage statements
21 identifying all required information.

22 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
23 engaged in, among other things a system of willful violations of the California Labor Code and
24 applicable IWC Wage Orders by creating and maintaining policies, practices and customs that
25 knowingly deny employees the above stated rights and benefits.

26 **JURISDICTION AND VENUE**

27 5. The Court has jurisdiction over the violations of the California Labor Code §§
28 201-203, 226, 226.7, 512, 2802, the PAGA and the UCL.

6. Venue is proper in San Bernardino County because Defendants maintain business locations in this County and Plaintiff performed work for Defendants in this County.

PARTIES

7. In or around 2017, Plaintiff was hired to work for Defendant as a non-exempt, or hourly Traffic Technician. Plaintiff's employment ended in or around December 2024. Plaintiff worked for Defendant in San Bernardino and Los Angeles Counties.

8. Plaintiff is informed and believes and based thereon alleges that Defendant is a California corporation that provides traffic safety and control services and products throughout the State of California.

9. Plaintiff was and is a victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by California Labor Code §§ 201-203, 226, 226.7, 512, 2698, *et seq.*, and 2802, the applicable IWC Wage Orders, and the UCL.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendants and DOES 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

11. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-203, 226, 226.7, 512, 2698, *et seq.*, and 2802, the IWC Wage Orders, and the UCL.

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 Defendants, and each of them, were the agents, servants and employees of each of the other

Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

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

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

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

CLASS ACTION ALLEGATIONS

17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382, of the following class and subclass:

- a. All current and former non-exempt employees who worked for Defendants in the State of California at any time from May 23, 2021, through the present (the “Class”); and
- b. All current and former non-exempt employees of Defendants in the State of California who were paid any meal/rest period premium wages at any time from May 23, 2021, through the present (the “Premium Sub-Class”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous

1 that joinder of all members would be impractical, if not impossible. The identity of the members
2 of the Class is readily ascertainable by review of the Company's records, including payroll
3 records. Plaintiff is informed and believes, and based thereon alleges, that the Company failed to:
4 (a) reimburse business expenses; (b) provide meal and rest periods as required by law and/or pay
5 meal/rest period premium wages at one hour of the employee's regular rate of pay; and (c)
6 provide accurate itemized wage statements to employees in violation of Labor Code § 226.

7 19. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all
8 necessary steps to represent fairly and adequately the interests of the class defined above.
9 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the class and the
10 named Plaintiffs. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in
11 the past and currently have a number of wage-and-hour class actions pending in California courts.

12 20. **Common Question of Law and Fact:** There are predominant common questions
13 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class
14 concerning the Company's failure to: (a) reimburse business expenses; (b) provide meal and rest
15 periods as required by law and/or pay meal/rest period premium wages at one hour of the
16 employee's regular rate of pay; and (c) provide accurate itemized wage statements to employees
in violation of Labor Code § 226.

17 21. **Typicality:** The claims of the named Plaintiff are typical of the claims of all
18 members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar
19 and typical manner as the Class Members. Defendants violated Labor Code § 2802 by failing to
20 reimburse business expenses incurred by Plaintiff and Class Members, including without
21 limitation, Plaintiff and Class Members' use of their personal cellular phones for work purposes.
22 Defendants also violated Labor Code §§ 226.7 and 512 by failing to provide proper meal and rest
23 breaks, as such breaks were either not provided, or were provided late into their shifts, or were
24 interrupted. Further, while Defendants sometimes may have paid premiums for such violations,
25 Defendants failed to pay Plaintiff and Class Members their meal and rest period premium pay at
26 the regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the
27 employer shall pay the employee **one additional hour of pay** at the employee's **regular rate** of
28 compensation for each workday that the meal or rest or recovery period is not provided."

1 However, whenever Defendants paid Plaintiff and Class Members their meal and rest period
2 premium pay, they were paid at a one-half hour of pay than one hour of pay. Further as a result of
3 such violations, Defendants violated Labor Code §§ 201-203 by not paying Plaintiff and other
4 employees all of their wages upon separation of employment due to the underpaid meal and rest
5 break premiums. Lastly, Defendants violated Labor Code § 226 by failing to issue accurate
6 itemized wage statements that accurately identified the accurate rate of pay and hours worked,
7 and gross and net wages earned. Thus, Plaintiff is a member of the Class and has suffered the
8 alleged violations of California Labor Code §§ 201-203, 226, 226.7, 512, and 2802, and the
9 applicable IWC Wage Orders.

10 22. The California Labor Code and upon which Plaintiff bases these claims is broadly
11 remedial in nature. These laws and labor standards serve an important public interest in
12 establishing minimum working conditions and standards in California. These laws and labor
13 standards protect the average working employee from exploitation by employers who may seek to
14 take advantage of superior economic and bargaining power in setting onerous terms and
15 conditions of employment.

16 23. The nature of this action and the format of laws available to Plaintiff and members
17 of the Class identified herein make the class action format a particularly efficient and appropriate
18 procedure to redress the wrongs alleged herein. If each employee were required to file an
19 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage
20 since it would be able to exploit and overwhelm the limited resources of the individual Plaintiff
21 with Defendants' vastly superior financial and legal resources. Requiring each Class member to
22 pursue an individual remedy would also discourage the assertion of lawful claims by employees
23 who would be disinclined to file an action against their former and/or current employer for real
24 and justifiable fear of retaliation and permanent damage to their careers at subsequent
25 employment.

26 24. The prosecution of separate actions by the individual class members, even if
27 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
28 to individual Class members against the Company and which would establish potentially
incompatible standards of conduct for the Company, and/or (b) adjudications with respect to

1 individual Class members which would, as a practical matter, be dispositive of the interest of the
2 other Class members not parties to the adjudications or which would substantially impair or
3 impede the ability of the Class members to protect their interests. Further, the claims of the
4 individual members of the Class are not sufficiently large to warrant vigorous individual
5 prosecution considering all of the concomitant costs and expenses.

6 25. Such a pattern, practice and uniform administration of corporate policy regarding
7 illegal employee compensation described herein is unlawful and creates an entitlement to
8 recovery by Plaintiffs and the Class identified herein, in a civil action any and all applicable
9 penalties and/or damages, reasonable attorneys' fees, and costs of suit according to the mandate
10 of California Labor Code §§ 218.5, 226, and 2802, the applicable IWC Wage Orders, and Code of
11 Civil Procedure § 1021.5.

12 26. Proof of a common business practice or factual pattern, which the named Plaintiffs
13 experienced and are representative of, will establish the right of each of the members of the Class
14 to recovery on the causes of action alleged herein.

15 27. The Class is commonly entitled to a specific fund with respect to the compensation
16 illegally and unfairly retained by the Company. The Class is commonly entitled to restitution of
17 those funds being improperly withheld by the Company. This action is brought for the benefit of
18 the entire class and will result in the creation of a common fund.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF CAL. LABOR CODE § 2802**

21 **(BY PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS)**

22 28. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
23 though fully set for herein.

24 29. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
25 employee for all necessary expenditures or losses incurred by the employee in direct consequence
26 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
27 even though unlawful, unless the employee, at the time of obeying the directions, believed them
28 to be unlawful."

30. Plaintiff and Class Members were required to expend their own monies for work

1 related expenditures, including without limitation, using their personal cell phones for work-
2 related tasks. Nevertheless, Plaintiff and Class Members were not reimbursed any monies for said
3 business expenses.

4 31. As a proximate result of Defendants' violations of Labor Code § 2802, Plaintiff
5 and Class Members are entitled to their damages, attorneys' fees and costs.

6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512**

8 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE PREMIUM SUB-CLASS)**

9 32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
10 though fully set for herein.

11 33. At all relevant times, Defendants failed in their affirmative obligation to ensure
12 that Plaintiff, and other class members, had the opportunity to take and were provided with off-
13 duty meal periods in accordance with the mandates of the California Labor Code and the
14 applicable IWC Wage Order. Plaintiff and Class Members were suffered and permitted to work
15 through legally required meal breaks and were denied the opportunity to take their full 30-minute
16 off-duty meal breaks, as such breaks were either not provided, or were provided late into their
17 shifts, or were interrupted.

18 34. Further, while Defendants sometimes may have paid premiums for such violations,
19 Defendants failed to pay Plaintiff and Class Members their meal and rest period premium pay at
20 the regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that "the
21 employer shall pay the employee **one additional hour of pay** at the employee's **regular rate** of
22 compensation for each workday that the meal or rest or recovery period is not provided."
23 However, whenever Defendants paid Plaintiff and Class Members their meal and rest period
24 premium pay, they were paid at a one-half hour of pay rather than one hour of pay.

25 35. Plaintiff is informed and believe and based thereon alleges that Defendants
26 willfully failed to pay premium wages at the regular rate of pay as required by Labor Code §§
27 226.7 and 512, and the applicable IWC Wage Order. Plaintiff further alleges that Plaintiff and
28 similarly situated employees are owed wages for the meal period violations set forth above.

36. Plaintiff is informed and believes, and based thereon allege, that Defendants'

1 willful failure to provide all meal period premium pay and/or wages due and owing them upon
2 separation from employment results in a continued payment of wages up to thirty (30) days from
3 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
4 separated from employment are entitled to compensation pursuant to Labor Code § 203.

5 37. Such a pattern, practice and uniform administration of corporate policy as
6 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
7 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
8 compensation pursuant to Labor Code §§ 201, 202, 203, 226.7 and 512, and the applicable IWC
9 Wage Order, including interest thereon, penalties, and costs of suit.

10 **THIRD CAUSE OF ACTION**

11 **VIOLATION OF CAL. LABOR CODE § 226.7**

12 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND PREMIUM SUB-CLASS)**

13 38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
14 though fully set for herein.

15 39. At all relevant times, Defendants failed in their affirmative obligation to ensure
16 that Plaintiff, and other class members, were authorized and permitted to take rest periods in
17 accordance with the mandates of the California Labor Code and the applicable IWC Wage Order.
18 Plaintiff and Class Members were suffered and permitted to work through legally required rest
19 breaks and were denied the opportunity to take their full 10-minute off-duty rest breaks for every
20 3.5 hours worked as such breaks were either not provided, or were provided late into their shifts,
or were interrupted.

21 40. Further, while Defendants sometimes may have paid premiums for such violations,
22 Defendants failed to pay Plaintiff and Class Members their meal and rest period premium pay at
23 the regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that “the
24 employer shall pay the employee **one additional hour of pay** at the employee’s **regular rate** of
25 compensation for each workday that the meal or rest or recovery period is not provided.”
26 However, whenever Defendants paid Plaintiff and Class Members their meal and rest period
27 premium pay, they were paid at a one-half hour of pay rather than one hour of pay.

28 41. Plaintiff is informed and believes and based thereon alleges that Defendants

1 willfully failed to pay said premium wages at the regular rate of pay as required by Labor Code §
2 226.7, and the applicable IWC Wage Order. Plaintiff further alleges that Plaintiff and similarly
3 situated employees are owed wages for the rest period violations set forth above.

4 42. Plaintiff is informed and believes, and based thereon allege, that Defendants'
5 willful failure to provide all rest period premium pay and/or wages due and owing them upon
6 separation from employment results in a continued payment of wages up to thirty (30) days from
7 the time the wages were due. Therefore, Plaintiff and other members of the Class who have
8 separated from employment are entitled to compensation pursuant to Labor Code § 203.

9 43. Such a pattern, practice and uniform administration of corporate policy as
10 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and Class
11 Members identified herein, in a civil action, for the unpaid balance of the unpaid premium
12 compensation pursuant to Labor Code §§ 201, 202, 203, 226.7 and 512, and the applicable IWC
13 Wage Order, including interest thereon, penalties, and costs of suit.

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE § 226(a)**

16 **(AGAINST ALL DEFENDANTS BY PLAINTIFF AND THE CLASS)**

17 44. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
18 though fully set for herein.

19 45. Defendants failed in their affirmative obligation to provide accurate itemized wage
20 statements in violation of Labor Code § 226(a). Plaintiff and Class Members were not provided
21 accurate itemized wage statements required by Labor Code § 226(a). Specifically, Defendants
22 violated Labor Code § 226(a) as to Plaintiff and Class Members by not accurately identifying
23 gross and net wages, hourly rates, and hours worked as a result of Defendants' violations alleged
24 herein with respect to meal and rest period violations.

25 46. Such a pattern, practice and uniform administration of corporate policy as
26 described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class
27 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226,
28 including interest thereon, attorneys' fees, and costs of suit according to the mandate of California
Labor Code § 226.

1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

3 **(BY PLAINTIFF AND THE CLASS AGAINST DEFENDANT)**

4 47. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
5 though fully set for herein.

6 48. Defendants have engaged and continue to engage in unfair and unlawful business
7 practices in California by practicing, employing and utilizing the employment practices outlined
8 above, include, to wit, by failing to reimburse business expenses, provide meal and rest periods as
9 required by law and/or pay meal and rest period premium wages at the regular rate of pay, and
10 engaging in Unfair Business Practices in violation of the UCL, all in violation of the California
11 Labor Code and applicable IWC Wage Orders.

12 49. Defendants' utilization of such unfair and unlawful business practices constitutes
13 unfair, unlawful competition and provides an unfair advantage over Defendants' competitors.

14 50. Plaintiff seeks as an individual and on behalf of other members of the Class
15 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
16 and all monies withheld, acquired and/or converted by the Defendants by means of the unfair
17 practices complained of herein. Plaintiff also seeks injunctive relief to enjoin the unfair business
18 practices alleged herein.

19 51. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices,
21 as proscribed by California Business and Professions Code § 17200, *et seq.*, including those set
22 forth herein above thereby depriving Plaintiff and other members of the Class the minimum
23 working condition standards and conditions due to them under the California laws and the
24 applicable IWC Wage Orders as specifically described therein.

25 **SIXTH CAUSE OF ACTION**

26 **VIOLATION OF CAL. LABOR CODE § 2698, *ET SEQ.***

27 **(BY PLAINTIFF AS A PROXY ON BEHALF OF THE STATE OF CALIFORNIA AND**
28 **ALL SIMILARLY AGGRIEVED EMPLOYEES AGAINST DEFENDANT)**

1 52. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
2 though fully set for herein.

3 53. Plaintiff seeks penalties on behalf of the State of California for violations of Labor
4 Code §§ 201-203, 226, 226.7, 512, and 2802, committed against all similarly aggrieved non-
5 employees from May 22, 2024, through the present.

6 54. As alleged herein, Defendants violated Labor Code § 2802 by failing to reimburse
7 business expenses incurred by Plaintiff and Aggrieved Employees, including without limitation,
8 Plaintiff and Aggrieved Employees' use of their personal cellular phones for work purposes.

9 55. Defendants also violated Labor Code §§ 226.7 and 512 by failing to provide
10 proper meal and rest breaks, as such breaks were either not provided, or were provided late into
11 their shifts, or were interrupted.

12 56. Further, while Defendants sometimes may have paid premiums for such violations,
13 Defendants failed to pay Plaintiff and Aggrieved Employees their meal and rest period premium
14 pay at the regular rates of pay as required by these provisions. Labor Code § 226.7(c) states that
15 “the employer shall pay the employee **one additional hour of pay** at the employee’s **regular**
16 **rate** of compensation for each workday that the meal or rest or recovery period is not provided.”
17 However, whenever Defendants paid Plaintiff and Aggrieved Employees their meal and rest
18 period premium pay, they were paid at a one-half hour of pay than one hour of pay.

19 57. As a result of such violations above, Defendants violated Labor Code §§ 201-203
20 by not paying Plaintiff and other Aggrieved Employees all of their wages upon separation of
21 employment due to the underpaid meal and rest break premiums.

22 58. Lastly, Defendants violated Labor Code § 226 by failing to issue accurate itemized
23 wage statements that accurately identified the accurate rate of pay and hours worked, and gross
24 and net wages earned.

25 59. On or about May 22, 2025, Plaintiff sent notice to Defendant via certified mail,
26 return receipt requested, and online to the Labor Workforce Development Agency (the “LWDA”)
27 of the violations of Labor Code §§ 201-203, 226, 226.7, 512, and 2802.

28 60. As of the date of the filing of this Complaint, the LWDA has not notified Plaintiff
whether it intends to investigate the claims. Therefore, Plaintiff may seek applicable penalties

1 under the PAGA.

2 61. Such a pattern, practice and uniform administration of corporate policy as
3 described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of
4 the State of California, in a civil action, for penalties pursuant to the PAGA, Labor Code §§ 226.3
5 and 2699(a), including interest thereon, attorneys' fees, and costs of suit according to the mandate
6 of PAGA for Defendant's violations of Labor Code §§ 201-203, 226, 226.3, 226.7, 512, and
7 2802, as well as attorneys' fees and costs.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf
10 this suit is brought against Defendants, jointly and severally, as follows:

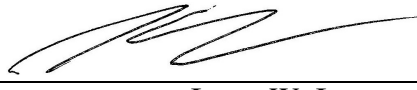
- 11 1. For an order certifying the proposed Class;
- 12 2. For an order appointing Plaintiff as the representative of the Class as described
13 herein;
- 14 3. For an order appointing counsel for Plaintiff as Class counsel;
- 15 4. Upon the First Cause of Action, for damages pursuant to California Labor Code §
16 2802, and for costs and attorneys' fees;
- 17 5. Upon the Second Cause of Action, for damages and/or penalties according to proof
18 pursuant to Labor Code §§ 201-203, 218.5, 226, 226.7, and 512, and for costs;
- 19 6. Upon the Third Cause of Action, for damages and/or penalties according to proof
20 pursuant to Labor Code §§ 201-203, and 226.7, and for costs;
- 21 7. Upon the Fourth Cause of Action, for penalties and/or damages and costs and
22 attorneys' fees pursuant to Labor Code § 226;
- 23 8. Upon the Fifth Cause of Action, for restitution of all funds unlawfully acquired by
24 Defendants by any acts or practices declared to be in violation of the UCL, including interest
25 thereon, and for costs;
- 26 9. Upon the Sixth Cause of Action, for civil penalties, costs, and attorneys' fees
27 pursuant to Labor Code §§ 226.3 and 2698, *et seq.*;
- 28 10. On all causes of action, for attorneys' fees and costs as provided by California
Labor Code §§ 218.5, 226, 2802, and 2699, and Code of Civil Procedure § 1021.5; and

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

DATED: July 29, 2025

DIVERSITY LAW GROUP, P.C.

By: 
Larry W. Lee
Attorneys for PLAINTIFF, the CLASS, and
AGGRIEVED EMPLOYEES