

FILED
Superior Court Of California,
Sacramento
01/30/2023
Jsrouto
By _____, Deputy
Case Number:
34-2023-00333601

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12 on behalf of herself and similarly situated employees

13 **SUPERIOR COURT OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

15 _____)
16 ALICIA WILSON, individually and on)
17 behalf of all others similarly situated,)

18 Plaintiff,)

19 vs.)

20 OHGANE, INC.; PETER KIM, an)
21 individual; Does 1 through 20, inclusive,)

22 Defendants.)
23)
24)
25)
26)
27)
28)

Case No. 34-2023-00333601-CU-OE-GDS

CLASS ACTION

FIRST AMENDED COMPLAINT FOR DAMAGES:

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*
2. Failure to Provide Accurate Wage Statements;
3. Failure to Pay Overtime Wages;
4. Waiting Time Penalties;
5. Failure to Provide Meal and Rest Periods;
6. Involuntary Pay Through Direct Deposit;
7. Failure to Pay Minimum Wage for All Hours Worked;
8. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.*

JURY TRIAL DEMANDED

1 Plaintiff ALICIA WILSON ("Plaintiff"), on behalf of herself and all other similarly situated
2 employees hereby files this First Amended Complaint against Defendants OHGANE, INC.; PETER
3 KIM, an individual, and Does 1 through 20 (collectively referred to as "Defendants"). Plaintiff
4 alleges the following:

5 **INTRODUCTION**

6 1. This is a class and representative action brought by Plaintiff seeking damages for
7 failure to pay minimum and overtime wages, inaccurate wage statements, failure to pay all wages
8 owed at time of termination of employment, requiring employees to be paid via direct deposit only,
9 failure to provide meal and rest periods, and derivative civil and statutory penalties. Plaintiff seeks
10 these damages and penalties, plus interest and attorney's fees, on behalf of herself and similarly
11 situated employees.

12 **JURISDICTION AND VENUE**

13 2. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
14 violations of California Labor Code §§ 226, 226.3, 213, 2698 *et seq.*, Business and Professions Code
15 § 17200 *et seq.*

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
17 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

18 **PARTIES**

19 4. Plaintiff ALICIA WILSON is over the age of eighteen (18) and is a resident of the
20 State of California and a former employee of Defendants.

21 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant OHGANE,
22 INC. is now and/or at all times mentioned in this Complaint a California Corporation and the owner
23 and operator of an industry, business and/or facility licensed to do business and actually doing
24 business in the State of California. Ohgane, Inc. owns and operates a restaurant named OZ Korean
25 BBQ.

26 6. Plaintiff is informed and believes, and thereon alleges, that Defendant PETER KIM,
27 an individual, is the owner and operator of Defendant OHGANE, INC. and can be found personally
28 liable for wage and hour violations pursuant to Labor Code section 558.1. Defendant PETER KIM

1 had personal knowledge and involvement in the hours worked by Plaintiff and similarly situated
2 employees, the pay rates and wages paid to Plaintiff and similarly situated employees, and the
3 scheduling of Plaintiff and similarly situated employees, including their ability to receive meal and
4 rest periods.

5 7. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
6 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
7 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
8 were at all relevant times advised by skilled California employment law attorneys and knew the
9 requirements of the California Labor Code with respect to employee wage statements, payment of
10 wages, and provision of meal and rest periods.

11 8. Defendants proximately caused Plaintiff and similarly situated employees to be
12 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
13 Complaint.

14 9. Plaintiff is further informed and believes, and thereon alleges, that each of the
15 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
16 joint venturer of the remaining defendants and was acting within the course and scope of that
17 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
18 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
19 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
20 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
21 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
22 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
23 through 20, inclusive, when they have been determined.

24 10. On November 17, 2022, Plaintiff filed her Labor Code § 2699.3 Private Attorney
25 General Act ("PAGA") notice with the California Labor & Workforce Development Agency
26 ("LWDA"). On January 30, 2023, Plaintiff filed her Amended PAGA Notice with the LWDA. The
27 LWDA did not respond within 65 days of the filing of the PAGA Notice, thus authorizing Plaintiff
28 to proceed with her PAGA claim in Superior Court.

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All non-exempt employees who were employed by Defendants in California at any time four (4) years prior to the filing of this Action up to the date that this matter is certified as a class action.

(a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants may have employed dozens of individuals falling within the above stated class definitions throughout the State of California during the applicable statute of limitations, who were subjected to the practices outlined in this Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants accurately stated all required information on paystubs issued to members of the Plaintiff Class;
- (2) Whether Defendants maintained the time and payroll records for its employees as required under the California Labor Code;
- (3) Whether Defendants paid all wages due to their employees at the time of termination of employment;

1 (4) Whether Defendants paid all overtime and double time wages earned
2 by their employees;

3 (5) Whether Defendants required their employees to participate in direct
4 deposit in order to receive their paychecks;

5 (6) Whether Defendants provided meal and rest breaks to their employees
6 as required under the Labor Code.

7 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff
8 Class. Plaintiff also sustained damages arising out of Defendants' common course of
9 conduct in violation of the law as complained of herein. Defendants failed to provide
10 meal and rest breaks, failed to pay all overtime and double time hours worked by its
11 employees, failed to pay all wages due at time of termination, and failed to provide
12 legally compliant pay stubs to their employees. As a result, each putative class
13 member will have the same basis for their legal claims.

14 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
15 the putative class. Plaintiff resides in California and is an adequate representative of
16 the putative class as she has no interests that are adverse to those of absent class
17 members. Additionally, Plaintiff has retained counsel who have substantial
18 experience in complex civil litigation and wage and hour matters.

19 (e) Superiority: A class action is superior to other available means for the fair and
20 efficient adjudication of the controversy since individual joinder of all members of
21 the classes is impracticable. Class action treatment will permit a larger number of
22 similarly situated persons to prosecute their common claims in a single forum
23 simultaneously, efficiently, and without the unnecessary duplication of effort and
24 expense that numerous individual actions would engender. Further, as damages
25 suffered by each individual member of the classes may be relatively small, the
26 expenses and burden of the individual litigation would make it difficult or impossible
27 for individual members of the class to redress the wrongs done to them, and an
28 important public interest will be served by addressing the matter as a class action.

1 The cost to the court system of adjudication of such individualized litigation would be
2 substantial. Individualized litigation would also present the potential for inconsistent
3 or contradictory judgments.

4 13. Plaintiff is unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 **GENERAL ALLEGATIONS**

7 14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as
8 though fully set forth herein.

9 15. Defendants own and operates two restaurants named OZ Korean BBQ, both
10 located in Sacramento County.

11 16. Plaintiff and similarly situated employees worked for Defendants as nonexempt
12 employees in California. Plaintiff was hired in March 2022 as a back of house lead and paid an
13 hourly wage of \$15.00 per hour. Plaintiff also received a share of tips.

14 17. Defendants did not allow Plaintiff and similarly situated employees to take their
15 statutorily required meal and rest periods. Defendants failed to provide Plaintiff and other
16 similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour
17 of work as required under the law. Defendants also failed to provide a second meal period when
18 Plaintiff and similarly situated employed worked for ten hours or more in a shift.

19 18. Defendants also failed to provide rest periods to Plaintiff and similarly situated
20 employees for every 4 hours worked or major fraction thereof. Plaintiff and similarly situated
21 employees regularly missed their meal and rest periods and/ or they were provided late due to
22 chronic understaffing and the heavy workload.

23 19. However, Defendants required Plaintiff and similarly situated employees to clock
24 out for meal and rest breaks even if they weren't able to be taken, thus falsifying their timecards.
25 If Plaintiff and similarly situated employees failed to clock out for or take a meal or rest period,
26 they would be disciplined by Defendants. As a result, Plaintiff and similarly situated employees
27 were forced to falsify their timecards so that Defendants could save money. Defendants'

1 management staff were aware this was occurring and did not ensure meal and/ or rest periods
2 were provided to Plaintiff and similarly situated employees in compliance with California law.

3 20. As a result of these practices, Plaintiff and similarly situated employees did not
4 receive minimum wages for all hours worked, and were also denied overtime pay when earned
5 due to being forced to work off the clock.

6 21. Defendants also did not provide Plaintiff and similarly situated employees legally
7 compliant wage statements noting, among other things, total hours worked, gross wages earned,
8 the applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate. Defendants required Plaintiff and similarly situated employees to use
10 an app on their phone to access their paystubs, but the app did not function correctly and Plaintiff
11 and similarly situated employees were unable to access their wage statements. Defendants were
12 aware this was occurring but did not provide a remedy or allow access to paystubs by other
13 means. In addition, for the reasons listed above, Defendants' wage statements did not list all
14 hours worked by Plaintiff and similarly situated employees.

15 22. Defendants also did not provide Plaintiff and similarly situated aggrieved
16 employees all wages owed upon their termination or within seventy-two (72) hours of their
17 separation from employment.

18 23. In addition, during the relevant period, Plaintiff and similarly situated aggrieved
19 employees were required to participate in a direct deposit program to receive their pay. Plaintiff,
20 and similarly situated aggrieved employees, were informed in their in their paperwork at the
21 beginning of their employment with Defendants that they *must* be paid by direct deposit, thus
22 they did not voluntarily consent to such manner of payment. This is a violation of California
23 Labor Code section 213(d).

24 24. Plaintiff brings this Class Action on behalf of herself and similarly situated
25 employees in order to fully compensate herself and Class Members for their losses incurred
26 during the class period caused by Defendants' uniform policies and practices which failed to
27 lawfully compensate these employees.

28

1 Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products*
2 *Co.*, 23 Cal. 4th 163 (2000).

3 32. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to
4 the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
5 restitution of all withheld wages as a result of its unfair business practices, including, but not
6 limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties
7 pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an
8 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this
9 Action.

10 **SECOND CAUSE OF ACTION**
11 **(Failure to Provide Accurate Wage Statements)**
12 **(As to all Defendants)**

13 33. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 32 as
14 though fully set forth herein.

15 34. According to Labor Code section 226(a), an employer must provide an itemized
16 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

17 *(1) gross wages earned, (2) total hours worked by the employee,*
18 *except for any employee whose compensation is solely based on a*
19 *salary and who is exempt from payment of overtime under*
20 *subdivision (a) of Section 515 or any applicable order of the*
21 *Industrial Welfare Commission, (3) the number of piece-rate units*
22 *earned and any applicable piece rate if the employee is paid on a*
23 *piece-rate basis, (4) all deductions, provided that all deductions*
24 *made on written orders of the employee may be aggregated and*
25 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
26 *the period for which the employee is paid, (7) the name of the*
27 *employee and the last four digits of his or her social security number*
28 *or an employee identification number other than a social security*
number, (8) the name and address of the legal entity that is the
employer and, if the employer is a farm labor contractor, as defined
in subdivision (b) of Section 1682, the name and address of the legal
entity that secured the services of 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. The deductions made from payment of wages shall be
recorded in ink or other indelible form, properly dated, showing the

1 *month, day, and year, and a copy of the statement and the record of*
2 *the deductions shall be kept on file by the employer for at least three*
3 *years at the place of employment or at a central location within the*
4 *State of California.*

5 35. Defendants failed to provide an itemized statement or failed to provide an accurate
6 and complete itemized statement showing the requirements set forth in Labor Code section
7 226(a). Defendants failed to list on the wage statements provided to Plaintiff and similarly
8 situated employees wage statements listing all hours worked and the applicable rates of pay and
9 overtime and double time rates. Plaintiff alleges that Defendants failed to provide accurate
10 itemized wage statements in accordance with Labor Code section 226(a) to all members of the
11 Class.

12 36. Additionally, Plaintiff alleges she suffered injury as a result of Defendants'
13 knowing and intentional failure to provide accurate and complete information as required by any
14 one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
15 Plaintiff cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiff's
16 position would not be able to readily ascertain the information without reference to other
17 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

18 37. Also, California Labor Code section 226 has been violated by, or was caused to be
19 violated by, Defendants and Defendant PETER KIM. Plaintiff is informed and thereon believes
20 that Defendant PETER KIM was a person acting on behalf of Defendants, including as an owner
21 and/or managing agent of Defendants, within the meaning of California Labor Code section
22 558.1. Therefore, Defendant PETER KIM may be held liable as the employer for the violations
23 California Labor Code section 226.

24 38. Defendants' underpayment of wages also caused the calculations on the wage
25 statements issued to Defendants' employees to be incorrect and legally noncompliant.

26 39. As a proximate cause of Defendants' failure to provide accurate statements,
27 Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under
28 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

THIRD CAUSE OF ACTION
(Failure to Pay Overtime Wages)
(As to all Defendants)

40. Plaintiff incorporates by reference and re-allege paragraphs 1 through 39 as though fully set forth herein.

41. During the period Plaintiff and similarly situated employees were employed by Defendants, Defendants were required to compensate them one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. See California Labor Code §§ 510, 1194. Although Plaintiff and similarly situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours per week, Defendants failed to pay all overtime and double time wages owed to them.

42. Defendants failed to pay overtime and double time for all hours worked over 8 hours in a day and 40 hours in a week.

43. Plaintiff and Class members were non-exempt employees under the administrative, executive, or professional exemptions of the applicable Wage Order and California Labor Code section 510.

44. Provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code section 1194 have been violated by, or were caused to be violated by, Defendants and Defendant PETER KIM. Plaintiff is informed and thereon believes that Defendant PETER KIM was a person acting on behalf of Defendants, including as an owner and/or managing agent of Defendants, within the meaning of California Labor Code section 558.1. Therefore, Defendant PETER KIM may be held liable as the employer for the violations of provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, including IWC Wage Order No. 5-2001, and California Labor Code section 1194.

45. Defendants' conduct described herein violates California Labor Code sections 510 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class members have been damaged and deprived of overtime wages, in an amount to be established at

1 trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to
2 California Labor Code section 1194.

3 **FOURTH CAUSE OF ACTION**
4 **(Waiting Time Penalties)**
5 **(As to all Defendants)**

6 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as
7 though fully set forth herein.

8 47. An employer must pay an employee who is terminated all unpaid wages
9 immediately upon termination. California Labor Code § 201.

10 48. An employer who willfully fails to pay an employee wages in accordance with
11 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of
12 up to thirty (30) days. California Labor Code § 203.

13 49. Plaintiff and similarly situated employees did not receive all wages at their
14 termination or separation from employment, including, but not limited to, unpaid hourly wages
15 that Defendant underpaid, and overtime and double time which was not paid.

16 50. Defendants knew of their obligation to pay Plaintiff and Class Members and
17 Defendants' failure to pay all wages was in complete disregard of their obligations. Such
18 conduct shows Defendants' knowledge of its obligation to pay all wages owed upon termination
19 and willful refusal.

20 51. Also, California Labor Code section 203 has been violated by, or was caused to be
21 violated by, Defendants and Defendant PETER KIM. Plaintiff is informed and thereon believes
22 that Defendant PETER KIM was a person acting on behalf of Defendants, including as an owner
23 and/or managing agent of Defendants, within the meaning of California Labor Code section
24 558.1. Therefore, Defendant PETER KIM may be held liable as the employer for the violations
25 California Labor Code section 203.

26 52. As a proximate result of the Defendants' conduct, Plaintiff and Class members
27 have been damaged and deprived of their wages and thereby seek their daily rate of pay
28 multiplied by thirty (30) days for Defendants' failure to pay all wages due.

FIFTH CAUSE OF ACTION
(Failure to Provide Meal and Rest Periods)
(As to all Defendants)

53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully set forth herein.

54. An employer must provide an employee a meal period and/or rest period in accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

55. Labor Code section 510 and Wage Order 5-2001, section 11(A) require an employer to provide a meal period of not less than thirty (30) minutes for each work period of more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a second meal period.

56. Labor Code section 510 and Wage Order 5-2001 section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

57. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than ten (10) hours in a day.

58. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten (10) minutes for each work period that she and similarly situated employees worked for four (4) hours or major fraction thereof.

59. Also, provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code section 226.7 have been violated by, or were caused to be violated by, Defendants and Defendant PETER KIM. Plaintiff is informed and thereon believes that Defendant PETER KIM was a person acting on behalf of Defendants, including as an owner and/or managing agent of Defendants, within the meaning of California Labor Code section 558.1. Therefore, Defendant PETER KIM may be held liable as the employer for the violations

1 of provisions regulating minimum wages or hours and days of work in any order of the Industrial
2 Welfare Commission and applicable statutes.

3 60. As a proximate cause of Defendants' failure to provide meal and rest periods,
4 Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of
5 compensation for each meal period or rest period not provided, as a wage, from three (3) years of
6 the filing of this action, in an amount to be established at trial. See Labor Code § 226.7 and
7 Wage Order 5-2001 §§ 11(B), 12(B).

8 **SIXTH CAUSE OF ACTION**
9 **(Forced Payment via Direct Deposit)**
10 **(As to all Defendants)**

11 61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 59 as
12 though fully set forth herein.

13 62. Labor Code section 213(d) allows an employer to pay its employees via direct
14 deposit into the employee's bank account only if the employee voluntarily agrees to this form of
15 payment.

16 63. Defendants maintained a policy under which Plaintiff and similarly situated
17 employees were required to enroll in Defendants' direct deposit program as a condition of
18 employment and in order to receive payment for the work performed.

19 64. Plaintiff and similarly situated employees were not provided the option of
20 choosing to be paid via a paper paycheck or other form of payment. As such, Defendants
21 violated Labor Code section 213(d).

22 65. Also, California Labor Code section 213(d) has been violated by, or was caused to
23 be violated by, Defendants and Defendant PETER KIM. Plaintiff is informed and thereon
24 believes that Defendant PETER KIM was a person acting on behalf of Defendants, including as
25 an owner and/or managing agent of Defendants, within the meaning of California Labor Code
26 section 558.1. Therefore, Defendant PETER KIM may be held liable as the employer for the
27 violations California Labor Code section 213(d).
28

1 66. Plaintiff seeks, on behalf of herself and similarly situated employees, the
2 applicable statutory and civil penalties, and attorney's fees and costs, in an amount to be proven
3 at trial.

4 **SEVENTH CAUSE OF ACTION**
5 **(Failure to Pay Minimum Wage for All Hours Worked)**
6 **(As to all Defendants)**

7 67. Plaintiff hereby incorporates by reference Paragraphs 1 through 66 of this
8 Complaint as if fully set forth herein and for a cause of action alleges as follows:

9 68. Defendants were required to compensate Plaintiff and similarly situated
10 employees with at least the State's minimum wage for all hours worked. *See* Cal. Labor Code §
11 1194; MW Order-2014; MW Order-2017.

12 69. Defendants were aware of their obligation to pay the minimum wages but failed to
13 do so.

14 70. Provisions regulating minimum wages or hours and days of work in any order of
15 the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor
16 Code section 1194 have been violated by, or were caused to be violated by, Defendants and
17 Defendant PETER KIM. Plaintiff is informed and thereon believes that Defendant PETER KIM
18 was a person acting on behalf of Defendants, including as an owner and/or managing agent of
19 Defendants, within the meaning of California Labor Code section 558.1. Therefore, Defendant
20 PETER KIM may be held liable as the employer for the violations of provisions regulating
21 minimum wages or hours and days of work in any order of the Industrial Welfare Commission,
22 including IWC Wage Order No. 5-2001, and California Labor Code section 1194.

23 71. Defendants' conduct described herein violates California Labor Code section
24 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff
25 Class have been damaged and deprived of minimum wages, in an amount to be established at
26 trial. Plaintiff and the Class now seek these wages, liquidated damages pursuant to California
27 Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to California Labor
28 Code sections 1194.

EIGHTH CAUSE OF ACTION
(Civil Penalties Pursuant to PAGA § 2698 et seq.)
(As to all Defendants)

72. Plaintiff hereby incorporates by reference Paragraphs 1 through 71 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

73. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendant's violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above and in Plaintiff's PAGA Notice to the LWDA and Amended PAGA Notice.

74. On or about November 17, 2022, Plaintiff sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698, *et seq.*, PAGA. Plaintiff filed her Amended PAGA Notice on January 30, 2023. As of the date of the filing of this First Amended Complaint, the LWDA has not informed Plaintiff whether the LWDA intends to investigate Plaintiff's PAGA claims. As such, Plaintiff has exhausted her administrative remedies under PAGA and may proceed in this Court.

75. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from November 17, 2021, through trial on this matter.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. For an order certifying the class;
3. For an order certifying Plaintiff's counsel as class counsel;
4. For an order appointing Plaintiff as class representative;
5. For penalties under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's

fees;

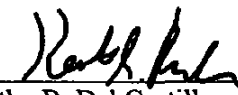
8. For injunctive relief;

9. For an award of prejudgment and post-judgment interest; and

10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: January 30, 2023

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff ALICIA WILSON and the Class

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: January 30, 2023

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo

Kent L. Bradbury

Attorneys for Plaintiff ALICIA WILSON and the Class