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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARISSA MEDINA, individually and on
behalf of all individuals similarly situated,

Plaintiff,

v.

TRANSCENDENT DEVELOPMENT
GROUP, INC., a Delaware corporation;
DANIEL RODRIGUEZ, an individual; and
DOES 1 through 25, inclusive,

Defendants.

CASE NO. 23STCV05409

**FIRST AMENDED CLASS ACTION
COMPLAINT**

- 1. Violation of Labor Code §§ 226.7, 512
(Failure to Provide Meal and Rest
Periods or Pay Meal and Rest Period
Premiums)**
- 2. Violation of Labor Code § 226 (Failure to
Provide Accurate Itemized Wage
Statements)**
- 3. Violation of Labor Code § 1198.5 (Failure
to Permit Inspection of Personnel and
Payroll Records)**
- 4. Violation of Business & Professions Code
§§ 17200, et seq. (Unfair Business
Practices)**
- 5. Violation of Labor Code §§ 2698, et seq.
("PAGA")**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff MARISSA MEDINA ("Plaintiff"), an individual and on behalf of all individuals similarly situated, hereby brings this Class Action Complaint against Defendants TRANSCENDENT DEVELOPMENT GROUP, INC., ("TRANSCENDENT") a Delaware corporation; DANIEL RODRIGUEZ ("RODRIGUEZ"), an individual; and DOES 1-25, (collectively, "Defendants"), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. This action is properly filed in the County of Los Angeles because the acts and omissions that give rise to Plaintiff's claims took place in the County of Los Angeles, California, as Plaintiff was and is employed by Defendants in County of Los Angeles, California, and Defendants transact business in this County.

2. This Court has jurisdiction over Defendants because, upon information and belief, Defendants have sufficient minimum contacts in California, or otherwise intentionally avail themselves to the California market so as to render the exercise of jurisdiction over them by the California courts consistent with the traditional notions of fair play and substantial justice.

3. Venue is proper in this Court pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, because Defendants regularly conduct business in Los Angeles County, maintain offices and facilities in Los Angeles County, because Plaintiff lives in Los Angeles County, and because the conduct alleged herein which gives rise to the claims asserted occurred within Los Angeles County.

THE PARTIES

4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was and currently is, a California resident.

5. Plaintiff is informed and believes, and based thereon alleges, that Defendants were at all times doing business throughout the State of California, have its office in Los Angeles County, and serve numerous customers throughout the State. Further, Defendants employed Plaintiff and the Class Members within the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

6. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 25, inclusive, and for that reason, said

1 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend
2 this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
3 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
4 corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately
5 caused Plaintiff and the Class Members to be subject to the unlawful employment practices, wrongs,
6 injuries and damages complained of herein.

7 7. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned
8 herein, Defendants were and are the employers of Plaintiff and the Class Members.

9 8. At all times herein mentioned, each of said Defendants participated in the doing of the
10 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
11 and each of them, were the agents, servants, and employees of each and every one of the other
12 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
13 within the course and scope of said agency and employment. Defendants, and each of them, approved
14 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
15 herein.

16 9. At all times mentioned herein, Defendants, and each of them, were members of and
17 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
18 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
19 alleges that all Defendants were joint employers for all purposes of Plaintiff and the Class Members.

20 a. **ALTER EGO, AGENCY AND JOINT EMPLOYER**

21 10. RODRIGUEZ owned and/or controlled the businesses operated by
22 TRANSCENDENT, and furthermore, RODRIGUEZ exercised control over the labor practices of each
23 and every one of the employees (inclusive of Plaintiff) of each and every one of their said interests,
24 and caused the violations at issue in this Complaint.

25 11. Based on the foregoing allegations, RODRIGUEZ, in fact, caused violations at-issue
26 in this Complaint, thereby creating individual liability under *Labor Code* § 558.1.

27 12. Pursuant to the provisions of *Labor Code* § 558, the liability of RODRIGUEZ would
28 include any and all amounts sufficient to recover any and all missed meal and rest break premiums

1 to Plaintiff and the Class Members.

2 13. As further referenced hereinbelow, the viability of obtaining liability of individuals by
3 this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th
4 1075, 1089 where the court noted that individual liability against non-employers could be obtained
5 through the use of § 558.

6 14. PLAINTIFF is informed and believes, and based thereon alleges, that there exists such
7 a unity of interest and ownership between TRANSCENDENT, RODRIGUEZ, and DOES 1-25 that
8 the individuality and separateness of defendants have ceased to exist.

9 15. PLAINTIFF is informed and believes, and based thereon alleges, that despite the
10 formation of purported corporate existence, TRANSCENDENT, RODRIGUEZ, and DOES 1-25 are,
11 in reality, one and the same, including, but not limited to because:

12 a. TRANSCENDENT is or was completely dominated and controlled by RODRIGUEZ
13 and DOES 1-25, who personally committed the frauds and violated the laws as set forth in this
14 complaint, and who have hidden and currently hide behind TRANSCENDENT to perpetrate
15 frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

16 b. RODRIGUEZ and DOES 1-25 have acted on behalf of TRANSCENDENT, who
17 violate, or cause to be violated, the provisions regulating meal and rest breaks in any order of
18 the Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code
19 Sections 226.7, and 512.

20 c. RODRIGUEZ and DOES 1-25 derive actual and significant monetary benefits by and
21 through TRANSCENDENT as the funding source for their own personal expenditures.

22 d. Plaintiff is informed and believes that RODRIGUEZ, TRANSCENDENT, and DOES
23 1-25, while really one and the same, were segregated to appear as though separate and distinct
24 for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
25 wrongful or inequitable purpose.

26 e. Plaintiff is informed and believes that TRANSCENDENT does not or did not comply
27 with all requisite corporate formalities to maintain a legal and separate corporate existence.

28 f. Plaintiff is informed and believes, and based thereon alleges, that the business affairs

1 of RODRIGUEZ, TRANSCENDENT, and DOES 1-25 are, and at all times relevant were, so
2 mixed and intermingled that the same cannot reasonably be segregated, and the same are in
3 inextricable confusion.

4 g. TRANSCENDENT is, and at all times relevant hereto was, used by RODRIGUEZ and
5 DOES 1-25 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and
6 is, and was, the alter ego of RODRIGUEZ and DOES 1-25. The recognition of the separate
7 existence of TRANSCENDENT, and/or RODRIGUEZ would not promote justice, in that it
8 would permit Defendants to insulate themselves from liability to Plaintiffs for violations of the
9 Labor Code. The corporate existence of RODRIGUEZ, TRANSCENDENT, and DOES 1-25
10 should be disregarded in equity and for the ends of justice because such disregard is necessary
11 to avoid fraud and injustice to Plaintiff herein.

12 16. Accordingly, TRANSCENDENT constitutes the alter egos of RODRIGUEZ and
13 DOES 1-25, and the fiction of their separate corporate existence must be disregarded.

14 17. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
15 thereon alleges that TRANSCENDENT, RODRIGUEZ, and DOES 1-25 are Plaintiff's joint
16 employers by virtue of a joint enterprise, and that Plaintiff was an employee of TRANSCENDENT,
17 RODRIGUEZ, and DOES 1-25. Plaintiff performed services for each and every one of Defendants,
18 and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiff as an
19 employee, either directly or indirectly, and the manner in which Defendants' business was and is
20 conducted.

21 **FACTUAL ALLEGATIONS**

22 18. Plaintiff began working for Defendants at Defendants' restaurant Pablito's World
23 located at 686 N. Spring Street, #104, Los Angeles, CA 90012 from on or around September 2022 and
24 is currently working as a hourly, non-exempt employee in the position as Cashier making \$16.00 per
25 hour.

26 19. As part of her job duties, Plaintiff was tasked with attending customers and taking
27 orders.

28 20. Despite working at least five (5) hours per day, Plaintiff and the Class were prohibited

1 from taking their legally mandated meal and rest breaks.

2 21. This was due to Defendants' uniform and unlawful practices regarding meal and rest
3 breaks. Specifically, Plaintiff and the Class were unable to take timely rest and meal breaks because
4 there were no other employees that could cover the shift if Plaintiff and the Class were to take a break.

5 22. Due to the busy nature of Defendants' business and inadequate staffing, Plaintiff and
6 the Class would take their breaks late or be forced to forego their breaks entirely. Indeed, Plaintiff and
7 the Class would regularly eat and perform their duties at the same time.

8 23. Plaintiff complained to Defendants regarding not being able to take rest and meal
9 breaks because no one would be able to cover the shift, but Defendants brushed aside the complaints
10 and continued to deprive Plaintiff and the Class of their meal and rest breaks.

11 24. Defendants have engaged in, and continue to engage in, unfair business practices in
12 California by practicing, employing and utilizing the employment practices and policies outlined
13 above.

14 25. Defendants' utilization of such unfair business practices constitutes unfair competition
15 and provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
16 business practices deprived Plaintiff and the Class of the general minimum working standards and
17 entitlements due to them under California law and the Industrial Welfare Commission Wage Order as
18 described herein.

19 26. At all times relevant hereto, Plaintiff and the Class Members were not exempt pursuant
20 to Labor Code §515, including because:

- 21 a. Plaintiff and the Class Members' duties and responsibilities did not involve the
22 management of the enterprise in which they were employed or of a customarily
23 recognized department or subdivision thereof;
- 24 b. Plaintiff and the Class Members were not primarily engaged in the practice of one of
25 the following recognized professions: law, medicine, dentistry, optometry,
26 architecture, engineering, teaching, or accounting, nor were they primarily engaged in
27 an occupation commonly recognized as a learned or artistic profession as such terms
28 are defined by the Industrial Welfare Commission Wage Orders;

- 1 c. Plaintiff and the Class Members' duties and responsibilities did not involve either the
2 performance of office or non-manual work directly related to management policies or
3 general business operations of their employer or their employer's customers, or the
4 performance of functions in the administration of a school system, or educational
5 establishment or institution, or of a department or subdivision thereof, in work directly
6 related to the academic instruction or training carried on therein;
- 7 d. Plaintiff and the Class Members did not have the authority to hire or fire other
8 employees, nor were Plaintiffs' suggestions and recommendations as to the
9 advancement and promotion or any other change of status of other employees given
10 any weight;
- 11 e. Plaintiff and the Class Members did not customarily and regularly exercise discretion
12 and independent judgment in performing their work duties;
- 13 f. Plaintiff and the Class Members did not perform under only general supervision work
14 along specialized or technical lines requiring special training, experience, or
15 knowledge;
- 16 g. Plaintiff and the Class Members did not perform under only general supervision special
17 assignments and tasks; and
- 18 h. Plaintiff and the Class Members did not spend more than one-half of their work time
19 engaged in exempt work.

20 27. Defendants have engaged in, and continue to engage in, unfair business practices in
21 California by practicing, employing and utilizing the employment practices and policies outlined
22 above.

23 28. As a result of Defendants' failure to pay for all rest and meal break premium wages,
24 Defendants maintained inaccurate payroll records, and issued inaccurate wage statements to Plaintiff
25 and the Class.

26 29. Defendants have engaged in, and continue to engage in, unfair business practices in
27 California by practicing, employing and utilizing the employment practices and policies outlined
28 above.

30. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair business practices deprives Plaintiff, the Class Members of the general minimum working standards and entitlements due them under California law and the Industrial Welfare Commission wage orders as described herein.

31. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at the time of trial.

32. On March 10, 2023, Plaintiff sent a notice of filing the Private Attorney General Act (“PAGA”) claim to Labor Workforce and Development Agency (“LWDA”) pursuant to California Labor Code section 2698, et seq., and paid \$75 to the LWDA as a fee for filing the PAGA notice.

CLASS ACTION ALLEGATIONS

33. Plaintiff brings this action as a class action on behalves of the following defined Class:
The Class: All individuals who have been, or currently are, employed by Defendants as “non-exempt employees” during the Class Period.

34. “Class Period” is defined as the time from March 10, 2019, through the date that judgment is entered, based upon information and belief that the violations, as described more fully hereinafter, began long before March 10, 2019, and are continuing. Plaintiff and members of Class herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds;

35. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during the Class Period, hundreds of Class members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of the Plaintiffs' Class are so numerous that joinder of all members is impossible and/or impracticable.

36. Commonality: Common questions of law, in fact, exist as to all members of the

1 Plaintiff's Class *and predominate over any questions affecting solely individual members of the*
2 *Plaintiff's Class. Among the questions of law and fact, that are relevant to the adjudication of Class*
3 *members claims are as follows:*

4 (a) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class members
5 of meal and/or rest breaks and pay for missed meal and/or rest breaks pursuant to Labor Code §§ 200,
6 226.7, and 512.

7 (b) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class
8 members with accurate, itemized wage statements upon payment of wages in violation of Labor Code
9 § 226;

10 (c) Whether Plaintiff and Class members sustained damages, and if so, the proper measure
11 of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;

12 (d) Whether Defendants violated the Unfair Competition Law of California, §17200, *et*
13 *seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by
14 depriving them of meal and rest breaks and failing to provide and pay for missed breaks, and failing
15 to furnish an accurate, itemized wage statement upon payment of wages.

16 37. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class.
17 Plaintiff, like other members of the Class working for Defendants in California, were subjected to
18 Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of
19 those of other Class members.

20 38. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of
21 the members of the Class and have retained counsel competent and experienced in both class action
22 and employment litigation.

23 39. Questions of law or fact common to Class members predominate over any questions
24 solely affecting individual Class members and class action is superior to other available methods for
25 the fair and efficient adjudication of this controversy.

26 40. Class action treatment will allow a large number of similarly situated Class members
27 to simultaneously and efficiently prosecute his common claims in a single forum without the needless
28 duplication of effort and expense that numerous individual actions would entail.

41. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of the sums owed to them.

42. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL AND REST PERIODS OR PAY MEAL AND REST PERIOD PREMIUMS

(Violation of California Labor Code §§ 226.7 and 512)

43. Plaintiff incorporates by reference and re-alleges as if fully stated herein all previous paragraphs.

44. Throughout the employment of Plaintiff and the Class, Defendants failed to provide meal and rest breaks as required by law.

45. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512, subdivision (a) were applicable to Plaintiff and the Class' employment with Defendants

46. Plaintiff and the Class are entitled to recover additional compensation for all meal and rest periods that were missed, but not paid for during their employment, plus penalties pursuant to Labor Code §§ 226.7 and 558.

47. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the IWC.

48. The applicable IWC Wage Order and California Labor Code section 512, subdivision (a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee. The applicable IWC Wage Order further provides that if an employer fails to provide an employee with a legally compliant meal period, the employer must pay the employee (1) hour of pay at the employee's

1 regular rate of compensation for each workday that the meal period is not provided.

2 49. At all relevant times, the applicable IWC Wage Order and California Labor Code
3 section 512, subdivision (a) further provide that an employer may not require, cause or permit an
4 employee to work for a work period of more than ten (10) hours per day, without providing the
5 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if
6 the total hours worked is no more than twelve (12) hours, the second meal period may be waived by
7 mutual consent of the employer and the employee only if the first meal period was not waived. The
8 applicable IWC Wage Order further provides that if an employer fails to provide an employee with a
9 legally compliant rest period, the employer must pay the employee (1) hour of pay at the employee's
10 regular rate of compensation for each workday that the rest period is not provided.

11 50. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
12 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
13 the middle of each work period," and that "[t]he authorized rest period time shall be based on the total
14 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
15 thereof." The applicable IWC Wage Order further provides that the "rest period time shall be counted
16 as hours worked for which there shall be no deduction from wages."

17 51. During the relevant time period, Defendants intentionally and willfully required
18 Plaintiff and the Class to routinely work during meal periods and failed to compensate them the
19 required meal period premium of one hour of his regular rate of pay.

20 52. During the relevant time period, Defendants intentionally and willfully required
21 Plaintiff and the Class to routinely work four (4) or more hours without authorizing or permitting a
22 ten (10) minute rest period per each four (4) hour period worked, or a major fraction thereof. However,
23 Defendants failed to pay Plaintiff and the Class the full rest period premium for work performed during
24 rest periods.

25 53. The foregoing conduct of Defendants violated applicable IWC Wage Order and
26 California Labor Code sections 226.7 and 512(a).

27 54. During the relevant time period. Defendants intentionally and willfully failed to pay
28 PLAINTIFF the full meal or rest period premium due pursuant to California Labor Code section 226.7.

55. Because Defendants intentionally and willfully failed to provide timely, off-duty meal period and timely, paid rest periods as required by law, Plaintiff and the Class are entitled to recover one hour of pay at Plaintiff and the Class' regular rate of pay for each workday where a meal period was not provided; and another hour of pay at Plaintiff and the Class' regular rate of pay for each workday where a rest break was not provided. Moreover, Plaintiff and the Class are also entitled to recover, and demands, attorneys' fees and any penalties or fines permitted by law.

Wherefore, Plaintiff prays for judgment as set forth below.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of California Labor Code §§ 226(a))

56. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates the same by reference as though fully set forth herein.

57. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number 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 (9) all applicable hourly rates in effect during the pay period and the corresponding. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

58. Section 2 of the relevant IWC Wage Order provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement

1 in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is
2 paid; (3) the name of the employee or the employee's social security number; and (4) the name of the
3 employer, provided all deductions made on written orders of the employee may be aggregated and
4 shown as one item. All required records shall be in the English language and in ink or other indelible
5 form, properly dated, showing month, day and year, and shall be kept by the employer for at least three
6 (3) years at the place of employment or at a central location within the State of California.

7 59. During the relevant time period, Defendants knowingly and willfully failed to provide
8 Plaintiff and the Class with wage statements that complied with the requirements of California Labor
9 Code section 226(a) or the requirements of the relevant IWC Wage Order.

10 60. As a result of Defendants' violation of California Labor Code section 226(a) and the
11 relevant IWC Wage Order, Plaintiff and the Class suffered injuries and damages to their statutorily-
12 protected rights.

13 61. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
14 and willful violation of California Labor Code section 226(a) and the relevant IWC Wage Order
15 because Plaintiff and the Class were denied both his legal right to receive, and his protected interest
16 in receiving, accurate and itemized wage statements under California law.

17 62. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
18 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an
19 aggregate penalty not exceeding four thousand dollars (\$4,000.00).

20 63. Plaintiff and the Class are also entitled to injunctive relief, any and all other penalties
21 and fines, as well as an award of costs and reasonable attorneys' fees pursuant to California Labor
22 Code section 226, subdivision (h).

23 Wherefore, PLAINTIFF prays for judgment as set forth below.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

26 **(Violation of California Labor Code § 1198.5)**

27 64. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates the
28 same by reference as though fully set forth herein.

1 65. California Labor Code section 432 requires employers to give an employee, upon
2 request, a copy of any instrument that the employee or applicant has signed relating to the obtaining
3 or holding of employment.

4 66. California Labor Code section 1198.5 requires employers to allow current and former
5 employees' access to their personnel files and record that relate to the employee's performance or to
6 any grievance concerning the employee.

7 67. An employer who receives a written or oral request to inspect or copy records
8 pertaining to a current or former employee's wage information shall comply with the request as soon
9 as practicable, but no later than 21 calendar days from the date of the request pursuant to Labor Code
10 §226.

11 68. Defendants demonstrated a consistent policy of discouraging and ultimately preventing
12 Plaintiff from accessing her employment records and reviewing their personnel files. Plaintiff sent a
13 letter demanding her wage records via USPS certified mail on January 24, 2023. To date, Plaintiff has
14 not received her personnel file, nor her payroll records from Defendants. Defendants thereby violated
15 Labor Code §§ 226, 432 and 1198.5.

16 69. Failure to properly comply with a request for inspection of employment records is a
17 criminal infraction which subjects the employer to monetary penalties of \$750. Therefore, Plaintiff
18 seeks an order to compel compliance and is entitled to costs and attorneys' fees.

19 Wherefore, PLAINTIFF prays for judgment as set forth below.

20 **FOURTH CAUSE OF ACTION**

21 **UNFAIR BUSINESS PRACTICES**

22 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

23 70. Plaintiff repeats and re-alleges the allegations set forth above, and incorporates the
24 same by reference as though fully set forth herein.

25 71. California Business and Professions Code § 17200, *et seq.* prohibits unfair competition
26 in the form of any unlawful, unfair, deceptive, or fraudulent business practices.

27 72. Defendants' violations of Labor Code §§ 226, 226.7, 512, 1198.5, and other applicable
28 provisions, as alleged herein, including, *inter alia*, Defendants' failure to provide meal and rest periods

1 or pay meal and rest break premiums, and Defendants' failure to provide timely and accurate wage
2 and hour statements constitute unfair business practices in violation of Business & Professions Code
3 §§17200, et seq

4 73. The knowing conduct of Defendants, as alleged herein, constitutes an unlawful and/or
5 fraudulent business practice, as set forth in California Business and Professions Code §§ 17200-17208.
6 Specifically, Defendants conducted business activities while failing to comply with the legal mandates
7 herein.

8 74. Defendants' knowing failure to adopt policies in accordance with, and/or to adhere to
9 these laws, all of which are binding upon and burdensome on its competitors, engenders an unfair
10 competitive advantage for Defendants, thereby constituting an unfair business practice, as set forth in
11 California Business and Professions Code § 17208.

12 75. Business and Professions Code § 17203 provides that the Court may restore to any
13 person in interest any money or property which may have been acquired by means of such unfair
14 competition. As a direct and proximate result of the aforementioned acts, Plaintiff and the Class were
15 injured and suffered the loss of money in the amount of, *inter alia*, unpaid wages that they were
16 otherwise entitled to receive. Plaintiff and the Class are entitled to restitution pursuant to Business
17 and Professions Code §§ 17203 and 17208 for all wages unlawfully withheld from them as a result of
18 Defendants' unlawful and unfair conduct.

19 76. Plaintiff and the Class' success in their action will enforce important rights affecting
20 the public interest. Plaintiff and the Class seek, and are entitled to, injunctive relief as well as all other
21 appropriate equitable remedies. Injunctive relief is necessary and appropriate to prevent Defendants
22 from repeating the wrongful business practices alleged herein.

23 Wherefore, PLAINTIFF prays for judgment as set forth below.

24 **FIFTH CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")**

26 **(By PLAINTIFF against All DEFENDANTS)**

27 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
28 allegation set forth above.

1 78. On or around March 10, 2023, Plaintiff filed a notice with the Labor Workforce and
2 Development Agency (“LWDA”) at their website pursuant to the Private Attorney General Act,
3 California Labor Code §§ 2698, *et seq.* (“PAGA”) regarding Defendants. This notice was also sent to
4 the Defendants that same day via certified mail. Now that sixty-five days have passed from the date
5 Plaintiff notified Defendants and the LWDA of these violations, Plaintiff has exhausted her
6 administrative requirements for bringing a claim under the Private Attorneys General Act with respect
7 to these violations.

8 79. PAGA permits Plaintiffs to recover civil penalties for the violation(s) of the Labor Code
9 sections enumerated in Labor Code section 2699.5.

10 80. PAGA provides as follows: “[n]otwithstanding any other provision of law, a Plaintiff
11 may as a matter of right amend an existing complaint to add a cause of action arising under this part
12 at any time within 60 days of the time periods specified in this part.”

13 81. Defendants’ conduct, as alleged herein, violates numerous sections of the California
14 Labor Code including, but not limited to, the following:

15 a. Defendants’ failure to provide accurate wage statements in violation of Labor Code §
16 226;

17 b. Defendants’ failure to timely pay all final wages due, including upon their separation
18 of employment, in violation of Labor Code §§ 201-203; and

19 c. Defendants’ failure to provide all legally required meal and rest periods in violation of
20 Industrial Welfare Commission Order and Labor Code § 226.7 and 512, 516, 558, and 1198.

21 California Labor Code section 1174 provides that “[e]very person employing labor in this state
22 shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of
23 all minors” and “[keep, at a central location in the state or at the plants or establishments at which
24 employees are employed, payroll records showing the hours worked daily by and the wages paid to,
25 and the number of piece-rate units earned by and any applicable piece rate paid to, employees
26 employed at the respective plants or establishments...”

27 Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an
28 employer who violates, or causes to be violated, a section of this chapter or any provision regulating

1 hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil
2 penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
3 each pay period for which the employee was underpaid in addition to an amount sufficient to recover
4 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
5 employee for each pay period for which the employee was underpaid in addition to an amount
6 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to
7 the affected employee.” Labor Code section 558(c) provides “[t]he civil penalties provided for in this
8 section are in addition to any other civil or criminal penalty provided by law.”

9 Defendants, at all times relevant to this complaint, were employers or persons acting on behalf
10 of an employer(s) who violated Plaintiffs’ rights by violating various sections of the California Labor
11 Code as set forth above.

12 As set forth above, Defendants have violated numerous provisions of both the Labor Code
13 sections regulating hours and days of work as well as the applicable order of the IWC. Accordingly,
14 Plaintiff seeks the remedies set forth in Labor Code section 558 for himself, the State of California,
15 and all other aggrieved employees.

16 Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, 2699.5,
17 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
18 unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the State of
19 California against Defendant, in addition to other remedies, for violations of California Labor Code
20 sections 203, 226, 226.7, 512, 558, 1174, and 1198.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as
23 follows:

- 24 1. For nominal damages;
- 25 2. For compensatory damages;
- 26 3. For equitable relief in the nature of declaratory relief, restitution of all monies due to
27 Plaintiffs, and disgorgement of profits from the unlawful business practices of Defendants, and
28 accounting;

1 4. For penalties permitted by Labor Code §§ 226, 226.7, 512, 1198.5, and all other
2 applicable sections;

3 5. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
4 employees, and the State of California according to proof pursuant to Labor Code § 2699(a) including,
5 but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and
6 \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210
7 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for
8 each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
9 employee per pay period; and/or (3) \$100.00 for each initial violation and \$200.00 for each subsequent
10 violation per employee per pay period for those violations of the Labor Code for which no civil penalty
11 is specifically provided;

12 6. For prejudgment interest on each of the foregoing at the legal rate from the date on
13 which the obligation became due through the date of judgment in this matter;

14 7. For post-judgment interest;

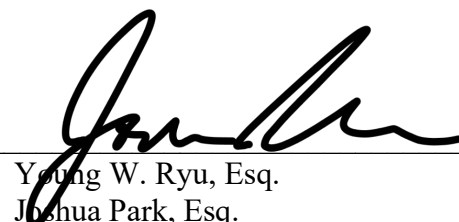
15 8. For reasonable attorneys' fees, pursuant to California Code of Civil Procedure §
16 1021.5; California Labor Code §§ 226, 2699 and/or other applicable law;

17 9. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, 2699

18 10. For any other relief that is just and proper.
19

20 DATED: May 15, 2023

LOYR, APC

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23 By: 

Young W. Ryu, Esq.

Joshua Park, Esq.

Kee Seok Mah, Esq.

Attorneys for Plaintiff MARISSA MEDINA
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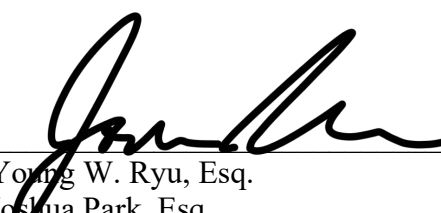
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JURY DEMAND

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: May 15, 2023

LOYR, APC

By: 
Young W. Ryu, Esq.
Joshua Park, Esq.
Kee Seok Mah, Esq.
Attorneys for Plaintiff MARISSA MEDINA

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PROOF OF SERVICE

I am over 18 years old and not a party to this action. My business address is 1055 West 7th Street, Suite 2290, Los Angeles, California 90017.

On May 15, 2023, I served the following documents in a sealed envelope on the interested party as follows:

1. FIRST AMENDED CLASS ACTION COMPLAINT

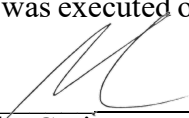
TRANSCENDENT DEVELOPMENT GROUP, INC.
12164 OXNARD STREET, #17
NORTH HOLLYWOOD, CA 91606

DANIEL RODRIGUEZ
12164 OXNARD STREET, #17
NORTH HOLLYWOOD, CA 91606

[X] BY U.S. MAIL:

I enclosed the foregoing document in a sealed envelope to the interest parties at the address listed above and deposited the sealed envelope for collection and mailing following my firm's ordinary business practices. I am readily familiar with my firm's business practices for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on May 15, 2023, in Los Angeles, California.



Martha Gutierrez