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

JOSHUA ANTONIO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

BEYOND FINANCE, LLC., a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 26CU016355C

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

- 1. VIOLATION OF LABOR CODE §§ 201-203;**
- 2. VIOLATION OF LABOR CODE § 226;
AND**
- 3. VIOLATION OF LABOR CODE §§
2698, *ET SEQ.***

DEMAND OVER \$35,000.00

1 Plaintiff JOSHUA ANTONIO (“Plaintiff”) hereby submits this First Amended Class and
2 Representative Action Complaint (“Complaint”) against Defendant BEYOND FINANCE, LLC
3 (“Defendant”), and Does 1 through 50 (collectively, “Defendants”), as an individual and on
4 behalf of all other similarly situated current and former employees of Defendant for damages
5 and/or civil and statutory penalties for violations of the California Labor Code as follows:

6 **INTRODUCTION**

7 1. This complaint is within the Court’s jurisdiction under California Labor Code
8 sections 201, 202, 203, 226(a), 246, 2698, *et seq.*, and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Orders.

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code and the applicable IWC Wage Orders against individuals
12 who worked for Defendant.

13 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
14 jointly and severally, have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to provide itemized, accurate wage statements,
16 failing to pay sick pay at the regular rate of pay, and all wages due at termination.

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

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

24 **JURISDICTION AND VENUE**

25 6. The Court has jurisdiction over the violations of the California Labor Code
26 sections 201, 202, 203, 226(a), 246, 2698, *et seq.*, and the applicable IWC Wage Orders.

27 7. Venue is proper in San Diego County because Plaintiff worked for Defendants in
28 San Diego County, California.

PARTIES

8. Plaintiff was employed by Defendants as a Sales Representative from approximately late 2018 to 2020. Plaintiff was re-hired in 2021 as a Sales Representative and remained in this position until August 2024. Plaintiff worked as an hourly non-exempt employee.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201, 202, 203, 226(a), 246, 2698, *et seq.*, and the applicable IWC Wage Orders.

10. Plaintiff is informed and believes, and based thereon alleges, that Beyond Finance, LLC was and is a California limited liability company in the business of consumer financial services that operates in San Diego County, California.

11. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to the California Labor Code.

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 defendant participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, 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, 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 section 382, of a class of all non-exempt employees of Defendant in the State of California who earned non-discretionary incentives and/or bonuses, including without limitation, commission and/or spiffs, and sick pay during the same period, and whose employment ended at any time between July 1, 2024, through the present (the “Class” or “Class Members”).

18. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that Defendants: (a) failed to pay

1 sick pay at the regular rate of pay in violation of Labor Code sections 201, 202, 203, and 246;
2 and (b) failed to provide accurate, itemized wage statements in violation of Labor Code section
3 226(a).

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

10 20. Defendants uniformly administered a corporate policy, practice of: (a) failing to
11 pay sick pay at the regular rate of pay and pay all final wages owed in violation of Labor Code
12 sections 201, 202, 203, and 246; and (b) failing to provide accurate, itemized wage statements in
13 violation of Labor Code section 226(a).

14 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
15 a consistent and uniform policy, practice and procedure of willfully failing to comply with Labor
16 Code sections 201, 202, 203, 226(a), 246, and the applicable IWC Wage Orders.

17 22. **Common Question of Law and Fact:** There are predominant common questions
18 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
19 concerning Defendants' policy and practice of: (a) failing to pay sick pay at the regular rate of
20 pay and pay all final wages owed in violation of Labor Code sections 201, 202, 203, and 246;
21 and (b) failing to provide accurate, itemized wage statements in violation of Labor Code section
22 226(a).

23 23. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
24 Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
25 manner as the Class Members. As with other California non-exempt employees, Plaintiff earned
26 non-discretionary remuneration, including without limitation, commissions and spiffs. Like
27 other members of the Class, Plaintiff was not paid sick pay at the regular rate of pay.
28 Specifically, when Plaintiff earned non-discretionary remuneration, thus increasing the regular

1 rate of pay, sick pay was paid at the base rate of pay rather than the regular rate of pay. In other
2 words, Plaintiff was underpaid sick pay. At the termination of Plaintiff's employment, he was
3 not paid all final wages owed, including all of his sick pay wages. Finally, Plaintiff received
4 itemized wage statements concurrent with the payment of wages. As a result of Defendants' sick
5 pay regular rate violations, the wage statements issued to Plaintiff failed to identify the correct
6 gross wages earned, net wages earned, and correct hourly rates of pay. As such, Plaintiff is a
7 member of the Class and has suffered the alleged violations of California Labor Code
8 sections 201, 202, 203, 226(a), 246, and the applicable IWC Wage Orders.

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

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

25 26. The prosecution of separate actions by the individual class members, even if
26 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
27 to individual Class members against the Defendants and which would establish potentially
28 incompatible standards of conduct for the Defendants, 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 27. 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 Plaintiff and the Class identified herein, in a civil action, for applicable penalties,
9 including, but not limited to waiting time penalties and wage statement penalties, reasonable
10 attorneys' fees, and costs of suit according to the mandate of California Labor Code
11 sections 201, 202, 203, 226, and 1197.1, and Code of Civil Procedure section 1021.5.

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

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE §§ 201, 202, 203**

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

18 29. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
19 though fully set forth herein.

20 30. Labor Code section 201 provides if an employer discharges an employee, the
21 wages earned and unpaid at the time of discharge are due and payable immediately.

22 31. Labor Code section 202 provides that an employee is entitled to receive all unpaid
23 wages no later than 72 hours after an employee quits his or her employment, unless the employee
24 has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the
25 employee is entitled to his or her wages at the time of quitting.

26 32. Labor Code section 203 provides that if an employer willfully fails to pay wages
27 owed in accordance with Labor Code sections 201 and 202, then the wages of the employee shall
28 continue as a penalty from the due date, and at the same rate until paid, but the wages shall not

1 continue for more than thirty (30) days.

2 33. Labor Code section 246 provides that an employee is entitled to receive sick time
3 pay. The employer shall calculate paid sick leave by using one of two calculations: (1) “Paid sick
4 time for nonexempt employees shall be calculated in the same manner as the regular rate of pay
5 for the workweek in which the employee uses paid sick time, whether or not the employee
6 actually works overtime in that workweek;” or (2) “Paid sick time for nonexempt employees
7 shall be calculated by dividing the employee’s total wages, not including overtime premium pay,
8 by the employee’s total hours worked in the full pay periods of the prior 90 days of
9 employment.”

10 34. Whenever Defendants paid Plaintiff and the Class Members sick time pursuant to
11 California Labor Code section 246, Defendants did so at the incorrect rate of pay. Defendants
12 paid Plaintiff and the Sick Pay Class Members at the base hourly rate of pay, as opposed to the
13 regular rate of pay, which would take into account all non-discretionary remuneration, or by
14 dividing the employees’ total wages, not including overtime premium pay, by the employees’
15 total hours worked in the full pay periods of the prior 90 days of employment, as required by
16 Labor Code section 246. This resulted in the employees being underpaid for sick time and
17 resulted in violations of California Labor Code sections 201, 202, and 203, and other derivative
18 Labor Code violations, because Defendants did not pay, or timely pay, Plaintiff and the Sick Pay
19 Class Members all owing and unpaid wages for work performed by them during their
20 employment and at the end of their employment.

21 35. Defendants willfully failed to pay Plaintiff and the Class Members all their wages
22 due, as alleged hereinabove and hereinafter, upon the termination of their employment within the
23 times prescribed by Labor Code sections 201 and 202 and are therefore subject to a waiting time
24 penalty. Plaintiff and the Class Members are entitled to recover from Defendants the statutory
25 penalty for each day they were not paid at their regular hourly rate of pay, up to a thirty (30) day
26 maximum pursuant to California Labor Code section 203.

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1 **SECOND CAUSE OF ACTION**

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

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

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

6 37. Defendants failed in its affirmative obligation to provide accurate itemized wage
7 statements. Defendants, as a matter of policy and practice, did not provide accurate records in
8 violation of Labor Code section 226(a) by failing to provide accurate payroll records for Plaintiff
9 and the Class. Specifically, as a result of Defendants' failure to pay proper sick pay wages, in
10 violation as identified above, the wage statements issued to Plaintiff and Class Members failed to
11 identify the correct gross wages earned, net wages earned, and correct hourly rates of pay, in
12 violation of Labor Code sections 226(a)(1), (5), and (9).

13 38. Such a pattern, practice and uniform administration of corporate policy as
14 described herein is unlawful and creates an entitlement to recovery by the Plaintiff and the Class
15 identified herein, in a civil action, for all damages or penalties pursuant to Labor Code section
16 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of
17 California Labor Code section 226.

18 **THIRD CAUSE OF ACTION**

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

20 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND ALL AGGRIEVED**
21 **EMPLOYEES, AGAINST ALL DEFENDANTS)**

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

24 40. Plaintiff brings this cause of action as a proxy for the State of California, and in
25 this capacity, seeks penalties on behalf of all Aggrieved Employees from February 9, 2025,
26 through the present, for Defendant's policy and practice of: (a) failing to pay sick pay at the
27 regular rate of pay and pay all final wages owed in violation of Labor Code sections 201, 202,
28 203, and 246; and (b) failing to provide accurate, itemized wage statements in violation of Labor

Code section 226(a).

41. On or about February 9, 2026, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendant’s violations of Labor Code sections 201-203, 226, and 246, pursuant to Labor Code section 2698, *et seq.*, the Private Attorney General Act (“PAGA”). In addition to the LWDA, Plaintiff also sent his written notice to Defendant via certified mail pursuant to the PAGA. More than sixty-five days have elapsed since Plaintiff sent written notice.

42. To date, the LWDA has not responded to Plaintiff’s written notice nor indicated that it intends to investigate the Labor Code violations provided for in the written notice. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendant’s violations of Labor Code sections 201, 202, 203, 226, and 246 for the time period described above, on behalf of himself and other Aggrieved Employees.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as class counsel;
4. Upon the First Cause of Action, for damages and/or penalties pursuant to California Labor Code sections 201, 202, 203, and for costs and attorneys’ fees;
5. Upon the Second Cause of Action, for damages and/or penalties pursuant to California Labor Code section 226, and for costs and attorneys’ fees;
6. Upon the Third Cause of Action, for the full amount of civil penalties pursuant to Labor Code sections 226.3 and 2698 *et seq.*, and for costs and attorneys’ fees;
7. On all causes of action, for attorneys’ fees and costs as provided by California Labor Code sections 218.5, 2699, and Code of Civil Procedure section 1021.5; and
8. For such other and further relief as the Court may deem just and proper.

DATED: May 5, 2026

DIVERSITY LAW GROUP, P.C.

By: 

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Attorneys for Plaintiff, the Class, and Aggrieved
Employees