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

JUSTIN YERK, 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.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

4/20/2026 5:29:38 PM

Clerk of the Superior Court
By G. Rodriguez ,Deputy Clerk

Case No.: 26CU021694C

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

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

DEMAND OVER \$35,000.00

1 Plaintiff JUSTIN YERK ("Plaintiff") hereby submits this PAGA Representative Action
2 Complaint ("Complaint") against Defendant BEYOND FINANCE, LLC ("Defendant"), and
3 Does 1 through 50 (collectively, "Defendants"), on behalf of himself and all other aggrieved
4 employees of Defendants for penalties pursuant to the Private Attorneys General Act, Labor
5 Code § 2698, *et seq.* ("PAGA"), for Defendants' violations of the California Labor Code, as
6 follows:

7 **INTRODUCTION**

8 1. This representative action is within the Court's jurisdiction under California
9 Labor Code sections 201, 202, 203, 226(a), 246, and 2698, *et seq.*, and the applicable Industrial
10 Welfare Commission ("IWC") Wage Orders.

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

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

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

22 **JURISDICTION AND VENUE**

23 5. The Court has jurisdiction over the violations of the California Labor Code
24 sections 201, 202, 203, 226(a), 246, and 2698, *et seq.*

25 6. Venue is proper in San Diego County because Plaintiff worked for Defendants in
26 San Diego County, California.

27 **PARTIES**

28 7. Plaintiff was employed by Defendants as a Sales Representative from in or about

1 August 2022 to in or about October 2025. Plaintiff worked as an hourly non-exempt employee.

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

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

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

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

21 12. At all times herein mentioned, each defendant participated in the doing of the acts
22 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
23 and each of them, were the agents, servants and employees of each of the other defendants, as
24 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
25 course and scope of said agency and employment.

26 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
27 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
28 joint venturer of, or working in concert with each of the other co-Defendants and was acting

1 within the course and scope of such agency, employment, joint venture, or concerted activity. To
2 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
3 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
4 Defendants.

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

8 15. At all times herein mentioned, the acts and omissions of various Defendants, and
9 each of them, concurred and contributed to the various acts and omissions of each and all of the
10 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
11 herein mentioned, Defendants, and each of them, ratified each and every act or omission
12 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
13 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
14 damages as herein alleged.

15 **FIRST CAUSE OF ACTION**

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

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

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

20 17. Plaintiff brings this cause of action as a proxy for the State of California and in
21 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
22 from February 9, 2025, through the present, for Defendants' violations of Labor Code §§ 201,
23 202, 203, 226(a), and 246, arising from Defendants' policy and practice of: (a) failing to pay sick
24 pay at the regular rate of pay in violation of Labor Code sections 201, 202, 203, and 246; and (b)
25 failing to provide accurate itemized wage statements in violation of Labor Code section 226(a).

18. Specifically, whenever Defendants paid Plaintiff and the aggrieved employees sick time pursuant to California Labor Code section 246, Defendants did so at the incorrect rate of pay. Plaintiff and aggrieved employees earned non-discretionary remuneration, including without limitation, commission and spiffs, and were paid sick pay in the same period. However, Defendants paid Plaintiff and the aggrieved employees at the base hourly rate of pay, as opposed to the regular rate of pay, and failed to take into account all non-discretionary remuneration. This resulted in the employees being underpaid for sick time and also resulted in violations of California Labor Code sections 201, 202, and 203, because Defendants did not pay, or timely pay, Plaintiff and the aggrieved employees all wages owed at the separation of employment.

19. As a result of the sick pay violations, Defendants issued inaccurate wage statements to Plaintiff and aggrieved employees, as the wage statements displayed inaccurate rates of pay, hours worked, net wages earned, and gross wages earned.

20. On or about February 9, 2026, Plaintiff sent written notice to the California Labor & Workforce Development Agency (“LWDA”) of Defendants’ violations of Labor Code §§ 201, 202, 203, 226(a), and 246, pursuant to the PAGA. In addition to the LWDA, Plaintiff also sent his notice to Defendant via certified mail pursuant to Labor Code § 2699.3.

21. As of the date of the filing of this Complaint, 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. Therefore, Plaintiff may seek applicable penalties under the PAGA.

22. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by the Plaintiff on behalf of the State of California, in a civil action, for penalties pursuant to the PAGA for violations of Labor Code §§ 201, 202, 203, 226(a), and 246, including interest thereon, attorneys' fees, and costs of suit according to the mandate of PAGA for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), and 246.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf

1 this suit is brought against Defendants, jointly and severally, as follows:

2 1. Upon the First Cause of Action, for the full amount of civil penalties pursuant to
3 California Labor Code §§ 201-203, 226, 226.3, 246, and 2698, *et seq.*, and for costs and
4 attorneys' fees;

5 2. For attorneys' fees and costs as provided by California Labor Code §§ 218.5,
6 2699, and Code of Civil Procedure § 1021.5; and

7 3. Such other and further relief as the Court may deem just and proper.
8

9 DATED: April 20, 2026

DIVERSITY LAW GROUP, P.C.

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11 By: 
12 Larry W. Lee
13 Mai Tulyathan
14 Kym Kanenaka
15 Attorneys for Plaintiff and the Aggrieved
16 Employees
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