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5 Attorney for Plaintiffs,
6 ANTHONY DIAZ, on behalf
7 of all others similarly situated
8 and all aggrieved employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

11 ANTHONY DIAZ, an individual, on behalf of
12 all others similarly situated, and also on behalf
of all aggrieved employees,

13 Plaintiffs,

14 v.

15 NORDSTROM INC., a Washington
corporation; and DOES 1 through 20, inclusive,

16 Defendants.
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18
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FIRST AMENDED CLASS ACTION
COMPLAINT

Case No. 24STCV00175

Assigned to Hon. Maren Nelson, Dept. 17

1. **FAILURE TO PROVIDE ITEMIZED
WAGE AND HOUR STATEMENTS (CAL.
LABOR CODE §§226, 226.3 ET SEQ.);**
2. **PRIVATE ATTORNEY GENERAL ACT
(CAL. LABOR CODE §2699, ET SEQ).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

20
21 PLAINTIFF, ANTHONY DIAZ, an individual on behalf of himself and all other similarly
22 situated employees and all aggrieved employees (hereinafter collectively referred to as "Plaintiffs"),
23 hereby files this Complaint against Defendant NORDSTROM INC., a Washington corporation; and
24 DOES 1 through 20 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and
25 believe, and thereon allege as follows:
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1 **INTRODUCTION**

2 1. This is a civil action seeking recovery for Defendants' violations of the California Labor
3 Code, and the applicable Wage Orders issued by the California Industrial Welfare Commission
4 (hereinafter, the "IWC Wage Orders") and related common law principles.

5 2. Plaintiffs' action seeks monetary damages and injunctive relief, including full restitution
6 from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair business practices.

7 3. Plaintiffs are employees of Defendants who did not received paystubs or received a false,
8 incomplete or inaccurate pay stubs in violation of California Labor Code §§226, and 226.3 Et. Seq. and
9 other related code sections. They are hereinafter referred to as "Class Plaintiffs".

10 4. The acts complained of herein occurred, occur and will occur, at least in part, within the
11 time period from November 30, 2020, up to and through the time of trial for this matter. This is
12 hereinafter the "Class Period."

13
14 **JURISDICTION AND VENUE**

15 5. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
16 is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein,
17 because Defendants maintain stores and transact business within Los Angeles County, and because some
18 of the work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

19 6. The California Superior Court has jurisdiction in this matter because both the individual
20 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
21 of the Superior Court and will be established at trial, according to proof.

22 7. The California Superior Court also has jurisdiction in this matter because during their
23 employment with Defendants, Class Plaintiffs, were all California citizens and Defendant NORDSTROM
24 INC. conducted and transacted business throughout California. Further there is no federal question at
25 issue, as the issues herein are based solely on California statutes and law.

1 **THE PARTIES**

2 **PLAINTIFF DIAZ**

3 8. Plaintiff ANTHONY DIAZ (“DIAZ”) an individual over the age of eighteen (18) and is
4 now and at all times mentioned in this Complaint was a citizen of the State of California.

5 9. Plaintiff, DIAZ has worked for Defendants as a retail store member from on or about
6 December 17, 2013, to February 16, 2023, within the County of Los Angeles, California.

7 **DEFENDANT NORDSTROM INC.**

8 10. Defendant NORDSTROM INC., (hereinafter “NORDSTROM”) was and is a California
9 corporation doing business at 189 The Grove Dr, Los Angeles, 90036, in the County of Los Angeles,
10 State of California. At all relevant times, Defendant NORDSTROM employed 26 or more employees.

11
12 **DOES 1 – 20, INCLUSIVE**

13 11. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were
14 licensed to do business and/or actually doing business in California.

15 12. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
16 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
17 names pursuant to CCP §474.

18 13. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
19 capacities as soon as they are ascertained.

20 **ALL DEFENDANTS**

21 14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
22 were in some manner legally responsible for the events, happenings, and circumstances alleged in this
23 Complaint.

24 15. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices,
25 wrongs, complaints, injuries and/or damages alleged in this Complaint.

26 16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
27 were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing
28

1 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint
2 were acting within the course and scope of that agency, servitude and/or employment.

3 17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
4 were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting
5 within the course and scope of, and in pursuance of said joint venture, partnership, and common
6 enterprise.

7 18. Defendants, and each of them, at all times mentioned in this Complaint, concurred and
8 contributed to the various acts and omissions of each and every one of the other Defendants in
9 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

10 19. Defendants, and each of them, at all times mentioned in this Complaint approved of,
11 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
12 Complaint.

13 20. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
14 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
15 damages alleged in this Complaint.

16 21. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
17 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
18 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
19 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
20 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
21 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
22 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
23 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

24 22. Whenever and wherever reference is made in this complaint to any act or failure to act
25 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
26 and/or failures to act by each Defendant acting individually, jointly and severally.

1 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

2 23. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
3 a unity of interest and ownership between NORDSTROM and DOES 1-20 (collectively “Defendants”)
4 that the individuality and separateness of defendants have ceased to exist.

5 24. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
6 formation of purported corporate existence, NORDSTROM and DOES 1-20 are, in reality, one and the
7 same as NORDSTROM, including, but not limited to because:

8 a. NORDSTROM is completely dominated and controlled by DOES 1-20, who
9 personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden
10 and currently hide behind NORDSTROM to perpetrate frauds, circumvent statutes, or accomplish some
11 other wrongful or inequitable purpose.

12 b. DOES 1-20 derive actual and significant monetary benefits by and through
13 NORDSTROM’S unlawful conduct, and by using NORDSTROM as the funding source for their own
14 personal expenditures.

15 c. NORDSTROM and DOES 1-20, while really one and the same, were segregated
16 to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute,
17 or accomplishing some other wrongful or inequitable purpose.

18 d. NORDSTROM does not comply with all requisite corporate formalities to
19 maintain a legal and separate corporate existence.

20 e. The business affairs of NORDSTROM and DOES 1-20 are, and at all times
21 relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
22 are in inextricable confusion. NORDSTROM is, and at all times relevant hereto was, used by DOES 1-
23 20 as a mere shell and conduit for the conduct of certain of NORDSTROM’s affairs, and is, and was,
24 the alter ego of DOES 1-20. The recognition of the separate existence of NORDSTROM would not
25 promote justice, in that it would permit NORDSTROM to insulate themselves from liability to Plaintiffs
26 for violations of the Government Code, Labor Code, and other statutory violations. The corporate
27 existence NORDSTROM and DOES 1-20 should be disregarded in equity and for the ends of justice
28 because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

25. Accordingly, NORDSTROM constitutes the alter ego of DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

26. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and based thereon allege that NORDSTROM and DOES 1-20 are Plaintiffs' joint employers by virtue of a joint enterprise, and that Plaintiffs were employees of NORDSTROM and DOES 1-20. Class Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of the responsibility and influence of Class Plaintiffs as an employee, either directly or indirectly, and the manner in which NORDSTROM's business was and is conducted.

27. Alternatively, Class Plaintiffs are informed and believe and, based thereupon alleges, that as and between DOES 1-20 and NORDSTROM, (1) there is an express or implied agreement of assumption pursuant to which DOES 1-20 agreed to be liable for the debts of NORDSTROM, (2) the transaction between DOES 1-20 and NORDSTROM amounts to a consolidation or merger of entities, (3) DOES 1-20 is a mere continuation of NORDSTROM, or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for NORDSTROM's debts. Accordingly, DOES 1-20 are the successors of NORDSTROM, and are liable on that basis.

CLASS ACTION ALLEGATIONS

28. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

29. Defendants failed to provide accurate and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without reference to other documents or information.

30. CCP §382 provides in pertinent part: “... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiffs bring this suit as a class action pursuant to CCP §382.

31. The putative class that Class Plaintiffs will seek to certify are Defendants' similarly situated individuals who are presently employed or were formerly employed as employees paid on an

1 hourly basis (including any of Defendants' job positions with substantially similar titles and/or duties)
2 in California from November 29, 2022 through trial who were not provided legally compliant and
3 accurate wage statements.

4 32. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
5 to amend the definition of the Class. Plaintiffs will formally define and designate a class definition at
6 such time when Class Plaintiffs seek to certify the Class alleged herein.

7 33. Numerosity (CCP §382):

- 8 a. The potential quantity of members of the Class as defined is so numerous that joinder
9 of all members is unfeasible and impractical;
10 b. The disposition of the claims of the members of the Class through this class action
11 will benefit both the parties and this Court;
12 c. The quantity of members of the Class is unknown to Class Plaintiffs at this time;
13 however, it is estimated that the membership of the Class numbers greater than 100
14 individuals; and
15 d. The quantity and identity of such membership is readily ascertainable via inspection
16 of Defendants' records.

17 34. Superiority (CCP §382): The nature of this action and the nature of the laws available to
18 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
19 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 20 a. California has a public policy which encourages the use of the class action device;
21 b. By establishing a technique whereby the claims of many individuals can be resolved
22 at the same time, the class suit both eliminates the possibility of repetitious litigation
23 and provides small claimants with a method of obtaining redress for claims which
24 would otherwise be too small to warrant individual litigation;
25 c. This case involves large corporate Defendants and a large number of individual Class
26 members with many relatively small claims and common issues of law and fact;
27 d. If each individual member of the Class were required to file an individual lawsuit, the
28 large corporate Defendants would necessarily gain an unconscionable advantage

1 because Defendants would be able to exploit and overwhelm the limited resources of
2 each individual member of the Class with Defendants' vastly superior financial and
3 legal resources;

4 e. Requiring each individual member of the Class to pursue an individual remedy would
5 also discourage the assertion of lawful claims by the members of the Class who would
6 be disinclined to pursue an action against Defendants because of an appreciable and
7 justifiable fear of retaliation and permanent damage to their lives, careers, and well-
8 being;

9 f. Proof of a common business practice or factual pattern, of which the members of the
10 Class experienced, is representative of the Class herein and will establish the right of
11 each of the members of the Class to recover on the causes of action alleged herein;

12 g. Absent class treatment, the prosecution of separate actions by the individual members
13 of the Class, even if possible, would likely create:

14 i) a substantial risk of each individual Plaintiff presenting in separate,
15 duplicative proceedings the same or essentially similar arguments and
16 evidence, including expert testimony;

17 ii) a multiplicity of trials conducted at enormous expense to both the judicial
18 system and the litigants;

19 iii) inconsistent or varying verdicts or adjudications with respect to the
20 individual members of the Class against Defendants;

21 iv) potentially incompatible standards of conduct for Defendants; and

22 v) potentially incompatible legal determinations with respect to individual
23 members of the Class which would, as a practical matter, be dispositive
24 of the interest of the other members of the Class who are not parties to the
25 adjudications or which would substantially impair or impede the ability of
26 the members of the Class to protect their interests.

- h. The claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant thereto;
- i. Courts seeking to preserve efficiency and other benefits of class actions routinely fashion methods to manage any individual questions; and
- j. The Supreme Court of California urges trial courts, which have an obligation to consider the use of innovative procedural tools to certify a manageable class, to be procedurally innovative in managing class actions.

35. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

- a. Typicality: The claims of Plaintiff DIAZ are typical of the claims of all members of the Class he seeks to represent because he has been subject to the violations described herein, as have all members of the Class sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Class were caused by Defendants' wrongful conduct in violation of law, as alleged herein.
- b. Adequacy: Plaintiff DIAZ:
 - i) is an adequate representative of the Class he seeks to represent;
 - ii) will fairly protect the interests of the members of the Class;
 - iii) has no interests antagonistic to the member of the Class; and
 - iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.
- c. Predominant Common Questions of Law or Fact: There are common questions of law and/or fact as to the members of the Class which predominate over questions affecting only individual members of the Class, including, without limitation:
 - i) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to Class Plaintiffs;

1 ii) Whether the members of the Class are entitled to compensatory damages,
2 and if so, the means of measuring such damages; and

3 iii) Whether Defendants are liable for attorneys' fees and costs.

4 36. Whether each member of the Class might be required to ultimately justify an individual
5 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,
6 238).

7
8 **FIRST CAUSE OF ACTION**
9 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
10 **LABOR CODE §§226 Et Seq.**
11 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
12 **AGAINST ALL DEFENDANTS**

13 37. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
14 forth in full herein.

15 38. Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the
16 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
17 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
18 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
19 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
20 period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,
21 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee"

23 39. Further, the IWC Wage Orders §§4 and 7 states in pertinent part: "(7) RECORDS. (A)
24 Every employer shall keep accurate information with respect to each employee including the following:
25 ... (3) Time records showing when the employee begins and ends each work period. Meal periods, split
26 shift intervals, and total daily hours worked shall also be recorded ... (5) Total hours worked in the
27 payroll period and applicable rates of pay"

1 40. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §§4 and 7,
2 California employers are required to maintain accurate records pertaining to the total hours worked for
3 Defendants by Class Plaintiffs, including but not limited to, beginning and ending of each work period,
4 meal period and split shift interval, the total daily hours worked, and the total hours worked per pay
5 period and applicable rates of pay.

6 41. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
7 §§4 and 7, Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate
8 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
9 (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each
10 respective pay period and the corresponding number of hours worked at each hourly rate by each
11 respective individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs,
12 including but not limited to, beginning and ending of each work period, meal period and split shift
13 interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of
14 pay.

15 42. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
16 suffers injury if the employer fails to provide accurate and complete information as required by any one
17 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
18 requisite information without reference to other documents or information.

19 43. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
20 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
21 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
22 reference to other documents or information.

23 44. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
24 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
25 written accurate itemized statements showing all requisite information, including but not limited to total
26 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
28 §226 and the IWC Wage Orders 4 and 7, such that the Class Plaintiffs were misled by Defendants as to

1 the correct information regarding various items, including but not limited to total hours worked by the
2 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate.

4 45. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
5 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 6 a. Confusion over whether they received all wages owed them by Defendants;
- 7 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 8 c. Being forced to engage in mathematical computations to analyze whether
- 9 Defendants' wages in fact compensated for all hours worked;
- 10 d. The inability to accurately calculate wage rates complicated by the fact that wage
- 11 statement information required by Labor Code §226 is missing;
- 12 e. That such practice prevents the Class Plaintiffs from being able to effectively
- 13 challenge information on their wage statements; and/or
- 14 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
- 15 required to collect and analyze the very information that California law requires.

16 46. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or up
17 to four thousand dollars (\$4,000.00), whichever is greater.

18 47. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
19 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

20 48. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
21 an award of costs and reasonable attorneys' fees.

22 49. Pursuant to Labor Code §226.3, the Class Plaintiffs are entitled to civil penalties in the
23 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
24 thousand dollars (\$1,000) per employee for each violation in a subsequent citation.

SECOND CAUSE OF ACTION
FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT
LABOR CODE §2699
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

50. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

51. Under Labor Code §2699, Class Plaintiffs, as aggrieved employees, may bring an action against Defendants, on behalf of herself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

52. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(a) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them, as previously pleaded in this Complaint.

53. On August 21, 2023, more than 65 calendar days before filing this Complaint, Class Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201, 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

54. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this Complaint, Defendants have not cured such violations within the specified time period. Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

55. As of the filing of this Complaint, Class Plaintiffs has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

56. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per

1 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
2 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
3 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
4 provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

5 57. Plaintiffs, as a personal representative of the general public, will and does seek to recover
6 any and all penalties for each and every violation shown to exist or to have occurred during the one year
7 period before Plaintiffs filed Notice with the LWDA of her intent to bring this action, in an amount
8 according to proof, as to those penalties that are otherwise only available to public agency enforcement
9 actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the
10 penalties recovered being reimbursed to the State of California and the Labor and Workforce
11 Development Agency. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the
12 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i). This claim under Labor Code §2699
13 and §2699.3 et seq., does not require class certification as it is brought pursuant to the Private Attorneys
14 General Act.

15
16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiffs pray:

18 1. That the Court issue an Order certifying the Class herein, appointing the named Plaintiff
19 DIAZ as representative of all others similarly situated, and appointing the law firm(s) representing the
20 named Plaintiff DIAZ as counsel for the Class Plaintiffs;

21 As to the First Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

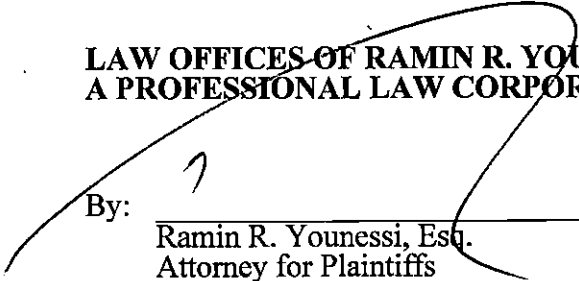
- 22 a. For damages according to proof;
- 23 b. For recovery as authorized by Labor Code §226(e) and 226.3;
- 24 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
25 §226(g); §226(h); §226.3, §218.5 and all other provisions under the law;
- 26 d. For injunctive relief to ensure Defendants' compliance with Labor Code §226; and
- 27 e. For such relief as this Court may deem just and proper.
- 28

1 As to the Second Cause of Action for Derivative Violations of Labor Code §2699:

- 2 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent
3 and apart from other penalties in the Labor Code and for Labor Code violations without a
4 specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each
5 violation, and \$200 for each aggrieved employee per pay period for each subsequent
6 violation;
- 7 b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and
8 apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars
9 (\$50) for each aggrieved underpaid employee for each pay period for the employee was
10 underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For
11 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid
12 employee for each pay period for which the employee was underpaid, and an additional
13 penalty amount sufficient to recover the underpaid wages; and (iii) for these amounts to be
14 paid to the aggrieved employees;
- 15 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1)
16 and any other applicable statute.

17
18 DATED: March 26, 2024

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

19
20 By: 

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
ANTHONY DIAZ, on behalf of all others
similarly situated, and also on behalf of all
aggrieved employees

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JURY TRIAL DEMANDED

Plaintiffs demand trial of all issues by jury.

DATED: March 26, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
ANTHONY DIAZ, on behalf of all others
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