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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

6 Attorneys for Plaintiff IRENE PARK

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 IRENE PARK, an aggrieved employee and on
behalf of other aggrieved employees;

11
12 Plaintiff,

13 vs.

14 NMSI, INC., a California corporation; and
DOES 1 through 50,

15
16 Defendants.

Case No.: **23STCV28771**

REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
***et seq.*)**

17
18 Plaintiff IRENE PARK ("Plaintiff"), on behalf of herself as an aggrieved employee, the
19 State of California, and other aggrieved employees, hereby brings this Representative Action
20 Complaint ("Complaint") against Defendants NMSI, INC., a California corporation, and DOES 1 to
21 50 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

22 **JURISDICTION AND VENUE**

23 1. Plaintiff brings this Complaint for recovery of civil penalties under the California
24 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), for Defendants'
25 violations of the Labor Code, including Labor Code §§ 212, 226, and 246. This Court has
26 jurisdiction over Defendants' violations of the Labor Code because the amount in controversy
27 exceeds \$25,000.

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2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Los Angeles County, and some of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore, Plaintiff was employed by Defendants within Los Angeles County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Labor Code §§ 212, 226, and 246.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engaged in and continue to engage in business, and employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County, and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants 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.

1 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
2 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
3 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
4 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
5 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
6 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

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

10 9. At all times herein mentioned, the acts and omissions of various Defendants, and
11 each of them, concurred and contributed to the various acts and omissions of each and all of the
12 other Defendants in proximately causing the injuries and damages as herein alleged.

13 **FACTUAL ALLEGATIONS**

14 10. Defendants own and operate mortgage lending company in Los Angeles, California.
15 Plaintiff was employed by Defendants as a non-exempt employee from approximately June 20,
16 2023 to approximately September 15, 2023.

17 11. Labor Code § 226 requires employers to make, keep and provide complete and
18 accurate itemized wage statements to their employees. During the relevant time period, Defendant
19 did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage
20 statements. The wage statements they received from Defendant were in violation of Labor Code
21 section 226(a). The violations include, but are not limited to, the failure to state all applicable hourly
22 rates in effect during the pay period and the corresponding number of hours worked at each hourly
23 rate by the employee. For example, Plaintiff's wage statements showed \$2,333.34 as her hourly rate
24 for regular hours.

25 12. Labor Code § 212 provides: "No person, or agent or officer thereof, shall issue in
26 payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order,
27 check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable
28 and payable in cash, on demand, without discount, at some established place of business in the state,

1 the name and address of which must appear on the instrument, and at the time of its issuance and for
2 a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient
3 funds in, or credit, arrangement, or understanding with the drawee for its payment. Defendant
4 violated Labor Code ∞ 212 by paying Plaintiff and other aggrieved employees through direct
5 deposits only.

6 13. Labor Code § 246 mandates employers to comply with various requirements with
7 respect to the provision of paid sick leave to employees. During the relevant time period, Defendant
8 failed to provide notice of the sick leave amount balance available to Plaintiff and other aggrieved
9 employees on their wage statements or other written statements.

10 14. On or about September 18, 2023, Plaintiff notified Defendants via certified mail, and
11 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
12 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
13 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
14 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
15 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
16 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has
17 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
18 with respect to these violations.

19 **FIRST CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT**

21 **(Against All Defendants)**

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

24 16. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
25 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
26 Employees”), brings this representative action against Defendants to recover the civil penalties due
27 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
28 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial

1 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
2 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
3 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
4 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
5 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
6 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
7 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
8 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
9 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
10 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
11 Code for which no civil penalty is specifically provided, based on the following Labor Code
12 violations:

- 13 a. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
14 statements in violation of Labor Code § 226;
 - 15 b. Paying Aggrieved Employees via direct deposit only in violation of Labor Code §
16 212; and
 - 17 c. Failing to provide notice of paid sick leave accrual in violation of Labor Code § 246.
- 18 17. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
19 under California Labor Code § 2699(g).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
22 this suit is brought against Defendants, as follows:

- 23 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
24 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
25 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
26 pay each employee and \$200 for each subsequent violation or willful or intentional violation
27 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
28 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent

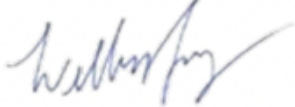
1 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
2 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
3 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
4 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
5 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
6 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided;

9 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
10 2699(g) and Code of Civil Procedure § 1021.5; and

11 3. For such other and further relief, the Court may deem just and proper.
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13 DATED: November 27, 2023

JUSTICE FOR WORKERS, P.C.

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15 By: 

16 Young K. Park
17 William C. Sung
18 Attorneys for Plaintiff IRENE PARK
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