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SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

ANDREA ZUNIGA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

COAST PROFESSIONAL, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-9784

[Assigned for all purposes to the Hon. George J.
Abdallah, in Department 10A]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) VIOLATION OF LABOR CODE §§ 510,
558, and 1194;
- (2) VIOLATION OF LABOR CODE §§ 226.7
and 512;
- (3) VIOLATION OF LABOR CODE § 226(a);
AND
- (4) VIOLATION OF BUSINESS and
PROFESSIONS CODE § 17200, *ET SEQ*
- (5) VIOLATION OF LABOR CODE § 2698,
ET SEQ.

DEMAND OVER \$25,000.00

BY FAX

1 Plaintiff Andrea Zuniga ("Plaintiff") hereby submits this First Amended Class and
2 Representative Action Complaint ("Complaint") against Coast Professional, Inc. ("Defendant")
3 and Does 1 through 50 (collectively, "Defendants"), on behalf of herself and a class of all other
4 similarly situated current and former employees of Defendant for penalties and/or damages for
5 violations of the California Labor Code and restitution for unfair business practices in violation
6 of Business and Professions Code § 17200, *et seq.*, as follows:

7 INTRODUCTION

8 1. This class and representative action is within the Court's jurisdiction under
9 California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194,
10 1197, 1197.1, and 2698, Business and Professions Code section 17200, *et seq.* (the "UCL"), and
11 the applicable Wage Orders of the California Industrial Welfare Commission ("IWC").

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and Business and Professions Code against individuals
14 who worked for Defendants.

15 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
16 jointly and severally, have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by: (a) failing to pay overtime wages based on the correct
18 regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (b) failing to pay
19 meal/rest period premium wages at the regular rate of pay, in violation of Labor Code sections
20 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of Labor
21 Code section 226(a); (d) failing to pay all wages upon separation of employment, in violation of
22 Labor Code sections 201, 202 and 203; and (e) engaging in unfair business practices in violation
23 of Business and Professions Code § 17200, *et seq.*

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

28 5. The policies, practices and customs of Defendants described above and below

1 have resulted in unjust enrichment of Defendants and an unfair business advantage over
2 businesses that routinely adhere to the strictures of the California Labor Code and the California
3 Business and Professions Code.

4 JURISDICTION AND VENUE

5 6. The Court has jurisdiction over the violations of the California Labor Code
6 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, and 2698, the UCL,
7 and the applicable IWC Wage Orders.

8 7. Venue is proper in San Joaquin County because Plaintiff worked for Defendant in
9 Stockton, California.

10 PARTIES

11 8. Plaintiff was employed by Defendant as a Collections Supervisor from November
12 7, 2022 to on or about September 1, 2023. Throughout her employment, Plaintiff was an hourly,
13 non-exempt employee.

14 9. Plaintiff was and is the victims of the policies, practices, and customs of
15 Defendant complained of in this action in ways that have deprived her of the rights guaranteed
16 by California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197,
17 1197.1, and 2698, the UCL, and the applicable IWC Wage Orders.

18 10. Plaintiff is informed and believes, and based thereon alleges, that Coast
19 Professional, Inc. is a business that maintains operations in the State of California.

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

25 12. Plaintiff does not know the true names or capacities, whether individual, partner
26 or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason,
27 said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
28 complaint when the true names and capacities are known. Plaintiff is informed and believes and

1 based thereon alleges that each of said fictitious defendants was responsible in some way for the
2 matters alleged herein and proximately caused Plaintiff, members of the general public and the
3 Class to be subject to the illegal employment practices, wrongs and injuries complained of
4 herein.

5 13. At all times herein mentioned, each defendant participated in the doing of the acts
6 hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants,
7 and each of them, were the agents, servants and employees of each of the other defendants, as
8 well as the agents of all Defendants, and at all times herein mentioned, were acting within the
9 course and scope of said agency and employment.

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

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

20 16. At all times herein mentioned, the acts and omissions of various Defendants, and
21 each of them, concurred and contributed to the various acts and omissions of each and all of the
22 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
23 herein mentioned, Defendants, and each of them, ratified each and every act or omission
24 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
25 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
26 damages as herein alleged.

27 CLASS ACTION ALLEGATIONS

28 17. **Definition:** The named individual Plaintiff seeks class certification, pursuant to

1 California Code of Civil Procedure section 382, of the following classes:

- 2 a. All current and former non-exempt employees of Defendant in the State of
3 California who earned non-discretionary incentives and overtime wages in
4 the same workweek, at any time from September 13, 2019 through the
5 present (the "Overtime Class" or "Overtime Class Members");
- 6 b. All current and former non-exempt employees of Defendant in the State of
7 California who earned non-discretionary incentives and meal or rest
8 period premiums in the same workweek, at any time from September 13,
9 2019 through the present (the "Meal/Rest Period Class" or "Meal/Rest
10 Period Class Members"); and
- 11 c. All current and former non-exempt employees of Defendant in the State of
12 California who received the payment of overtime wages at any time from
13 September 13, 2022 through the present (the "Wage Statement Class" or
14 "Wage Statement Class Members").

15 **18. Numerosity and Ascertainability:** The members of the Class are so numerous
16 that joinder of all members would be impractical, if not impossible. The identity of the members
17 of the Class is readily ascertainable by review of Defendant's records, including payroll records.
18 Plaintiff is informed and believes, and based thereon alleges, that Defendant: (a) failed to pay
19 overtime wages based on the correct regular rate of pay, in violation of Labor Code sections 510,
20 558, and 1194; (b) failed to pay meal/rest period premium wages at the regular rate of pay, in
21 violation of Labor Code sections 226.7 and 512; (c) failed to provide accurate itemized wage
22 statements, in violation of Labor Code section 226(a); (d) failed to pay all wages upon separation
23 of employment, in violation of Labor Code sections 201, 202 and 203; and (e) engaged in unfair
24 business practices in violation of Business and Professions Code § 17200, *et seq.*

25 **19. Adequacy of Representation:** The named Plaintiff is fully prepared to take all
26 necessary steps to represent fairly and adequately the interests of the Class defined above.
27 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the Class and
28 the individual Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class

1 actions in the past and currently have a number of wage-and-hour class actions pending in
2 California state and federal courts.

3 20. **Common Question of Law and Fact:** There are predominant common questions
4 of law and fact and a community of interest amongst Plaintiff and the claims of the Class
5 concerning Defendant's policy and practice of: (a) failing to pay overtime wages based on the
6 correct regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (b) failing to
7 pay meal/rest period premium wages at the regular rate of pay, in violation of Labor Code
8 sections 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of
9 Labor Code section 226(a); (d) failing to pay all wages upon separation of employment, in
10 violation of Labor Code sections 201, 202 and 203; and (e) engaging in unfair business practices
11 in violation of Business and Professions Code § 17200, *et seq.*

12 21. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
13 Class in that Plaintiff has suffered the harms alleged in this Complaint in a similar and typical
14 manner as the Class Members. As with other non-exempt employees, Plaintiff earned non-
15 discretionary incentive wages, including without limitation, monthly bonuses and contest
16 incentives. During workweeks when Plaintiff worked in excess of eight hours in a workday
17 and/or forty hours in a workweek and earned non-discretionary incentive wages, Defendant
18 failed to include the additional non-discretionary remuneration in the calculation of the regular
19 rate. Thus, Plaintiff is owed additional overtime wages based on the correct, higher regular rate
20 of pay.

21 22. Similarly, during workweeks when Plaintiff earned meal/rest period premium
22 compensation and non-discretionary incentive wages, Defendant paid the meal/rest period
23 premium at an incorrect rate of pay. The premium was disbursed at the base rate of pay rather
24 than the regular rate, factoring in all non-discretionary incentive wages earned during the
25 workweek. To date, Plaintiff has yet to receive all earned overtime wages and meal/rest period
26 premium compensation owed to her. Thus, Defendant is liable for waiting time penalties under
27 Labor Code section 203.

28 23. Given the underpayment and/or nonpayment of overtime wages and meal/rest

1 period premium compensation, the wage statements provided to Plaintiff displayed inaccurate
2 rates of pay and net and gross wages earned. As a separate violation of Labor Code section
3 226(a), when Plaintiff received payment of overtime wages, the corresponding wage statements
4 did not identify the applicable hourly rate for such wages.

5 24. Therefore, Plaintiff is a member of the Class and has suffered the alleged
6 violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197,
7 1197.1, and 2698, the UCL, and the applicable IWC Wage Orders.

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

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

24 27. The prosecution of separate actions by the individual class members, even if
25 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect
26 to individual Class members against the Defendants and which would establish potentially
27 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
28 individual Class members which would, as a practical matter, be dispositive of the interest of the

1 other Class members not parties to the adjudications or which would substantially impair or
2 impede the ability of the Class members to protect their interests. Further, the claims of the
3 individual members of the Class are not sufficiently large to warrant vigorous individual
4 prosecution considering all of the concomitant costs and expenses.

5 28. Such a pattern, practice and uniform administration of corporate policy regarding
6 illegal employee compensation described herein is unlawful and creates an entitlement to
7 recovery by Plaintiff and the Class identified herein, in a civil action, for unpaid wages,
8 including interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit
9 according to the mandate of California Labor Code sections 218.5, 226(a), 1194, 1197, and
10 1197.1, the applicable IWC Wage Orders, and Code of Civil Procedure section 1021.5.

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

14 30. The Class is commonly entitled to a specific fund with respect to the
15 compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to
16 restitution of those funds being improperly withheld by Defendants. This action is brought for
17 the benefit of the entire class and will result in the creation of a common fund.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE §§ 510, 558, AND 1194**

20 **(BY PLAINTIFF AND THE OVERTIME CLASS AGAINST ALL DEFENDANTS)**

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

23 32. California law requires an employer to pay employees overtime at a rate of one
24 and one-half the employee's regular rate of pay for any work in excess of eight hours in a
25 workday or forty hours in a workweek.

26 33. As a pattern and practice, Defendant suffered and permitted employees to work in
27 excess of eight hours in a workday and/or over forty hours in a workweek without proper
28 overtime pay. During workweeks when Plaintiff and Overtime Class Members worked overtime

1 and earned non-discretionary incentive pay, such as monthly bonuses and contest incentives,
2 Defendant failed to properly calculate the regular rate of pay for purposes of paying overtime.
3 Specifically, Defendant failed to factor the additional non-discretionary remuneration earned into
4 the calculation of the regular rate of pay for purposes of paying overtime wages. As a result of
5 such policy and practice, Defendant underpaid overtime wages to Plaintiff and the Overtime
6 Class, and thus owes additional overtime wages.

7 34. Such a pattern, practice, and uniform administration of corporate policy regarding
8 illegal employee compensation as described herein is unlawful and creates an entitlement to
9 recovery by Plaintiff and the Overtime Class in a civil action, for the unpaid balance of the full
10 amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit
11 according to the mandate of California Labor Code sections 218.5, 510, 558, and 1194.

12 35. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
13 willful failure to provide all overtime wages due and owing to Plaintiff and Overtime Class
14 Members upon separation from employment results in a continued payment of wages up to thirty
15 (30) days from the time the wages were due. Therefore, Plaintiff and other members of the
16 Overtime Class who have separated from employment from Defendant are entitled to penalties
17 pursuant to Labor Code section 203.

18 **SECOND CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE §§ 226.7 and 512**

20 **(BY PLAINTIFF AND THE MEAL/REST PERIOD CLASS AGAINST ALL**
21 **DEFENDANTS)**

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

24 37. At all relevant times, Defendant failed in its affirmative obligation to ensure that
25 Plaintiff and Meal/Rest Period Class Members had the opportunity to take and were provided
26 with off-duty meal and rest periods in accordance with the mandates of the California Labor
27 Code and the applicable IWC Wage Order. For each workday that a meal or rest period is not
28 provided, employees are entitled to one additional hour of pay at the employee's regular rate of

1 pay. Defendant, however, paid meal and rest period premium wages at an employee's base
2 hourly rate of pay, which did not include non-discretionary incentive wages, including, but not
3 limited to, monthly bonuses and contest incentives. As such, Plaintiff and the Meal/Rest Period
4 Class are owed additional meal/rest period premiums based on the correct, higher regular rate of
5 pay.

6 38. Such a pattern, practice and uniform administration of corporate policy as
7 described herein is unlawful and creates an entitlement to recovery by Plaintiff and the
8 Meal/Rest Period Class, in a civil action, for the unpaid balance of the premium compensation
9 pursuant to Labor Code section 226.7, and the applicable IWC Wage Order, including interest
10 thereon, penalties, reasonable attorneys' fees, and costs of suit.

11 39. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
12 willful failure to pay all meal/rest period premium wages due and owing to Plaintiff and the
13 Meal/Rest Period Class upon separation from employment results in a continued payment of
14 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
15 Meal/Rest Period Class Members who have separated from employment are entitled to penalties
16 pursuant to Labor Code section 203.

17
18 **THIRD CAUSE OF ACTION**

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

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

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

23 41. Defendant failed in its affirmative obligation to provide accurate itemized wage
24 statements, in violation of Labor Code section 226(a).

25 42. Plaintiff and the Class were paid hourly. As such, the wage statements provided to
26 these employees should have reflected all applicable hourly rates in effect during the pay period,
27 the corresponding number of hours worked at each hourly rate, the total hours worked and the
28 gross/net wages earned.

1 43. Due to the underpayment and/or non-payment of overtime wages and meal/rest
2 period premiums, the wage statements provided to the Overtime Class and Meal/Rest Period
3 Class failed to identify such information, including without limitation, the wages owed for
4 unpaid/underpaid overtime and meal/rest period premiums.

5 44. As a separate violation of Labor Code section 226(a), Defendant failed to provide
6 accurate wage statements to Wage Statement Class Members. When Wage Statement Class
7 Members received payment of overtime wages, the corresponding wage statements did not
8 identify the applicable hourly rate for such wages.

9 45. Such a pattern, practice and uniform administration of corporate policy as
10 described herein is unlawful and creates an entitlement to recovery by Plaintiff, the Overtime
11 Class, Meal/Rest Period Class and Wage Statement Class, in a civil action, for all damages or
12 penalties pursuant to Labor Code section 226, including interest thereon, attorneys' fees, and
13 costs of suit according to the mandate of California Labor Code section 226.

14 **FOURTH CAUSE OF ACTION**

15 **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200, *ET SEQ.***
16 **(BY PLAINTIFF, THE OVERTIME CLASS, AND MEAL/REST PERIOD CLASS**
17 **AGAINST ALL DEFENDANTS)**

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

20 47. Defendant has engaged and continue to engage in unfair and unlawful business
21 practices in California by practicing, employing, and utilizing the employment practices outlined
22 above, including by: (a) failing to pay overtime wages based on the correct regular rate of pay, in
23 violation of Labor Code sections 510, 558, and 1194; and (b) failing to pay meal/rest period
24 premium wages at the regular rate of pay, in violation of Labor Code sections 226.7 and 512.

25 48. Defendant's utilization of such unfair and unlawful business practices constitutes
26 unfair and unlawful competition and provides an unfair advantage over Defendant's competitors.

27 49. Plaintiff seeks, individually and on behalf of other members of the Class similarly
28 situated, full restitution of monies, as necessary and according to proof, to restore any and all

monies withheld, acquired and/or converted by the Defendant by means of the unfair practices complained of herein.

50. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant has engaged in unlawful, deceptive and unfair business practices, as proscribed by California Business & Professions Code section 17200, *et seq.*, including those set forth herein above thereby depriving Plaintiff and other members of the Class the minimum working condition standards and conditions due to them under the California laws as specifically described therein.

FIFTH CAUSE OF ACTION

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

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

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

52. Plaintiff brings this cause of action on behalf as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees from September 7, 2022, through the present, for Defendant's policy and practice of: (a) failing to pay overtime wages based on the correct regular rate of pay, in violation of Labor Code sections 510, 558, and 1194; (b) failing to pay meal/rest period premium wages at the regular rate of pay, in violation of Labor Code sections 226.7 and 512; (c) failing to provide accurate itemized wage statements, in violation of Labor Code section 226(a); and (d) failing to pay all wages upon separation of employment, in violation of Labor Code sections 201, 202 and 203.

53. As a pattern and practice, Defendant suffered and permitted employees to work in excess of eight hours in a workday and/or over forty hours in a workweek without proper overtime pay. During workweeks when Plaintiff and Aggrieved Employees worked overtime and earned non-discretionary incentive pay, such as monthly bonuses and contest incentives, Defendant failed to properly calculate the regular rate of pay for purposes of paying overtime. Specifically, Defendant failed to factor the additional non-discretionary remuneration earned into the calculation of the regular rate of pay for purposes of paying overtime wages. As a result of

1 such policy and practice, Defendant underpaid overtime wages to Plaintiff and the Aggrieved
2 Employees, and thus owes additional overtime wages.

3 54. Relatedly, during workweeks when Plaintiff and Aggrieved Employees earned
4 meal and rest period premium compensation and non-discretionary incentive wages, Defendant
5 paid the meal and rest period premium at an incorrect rate of pay. The premium was disbursed at
6 the base rate of pay rather than the regular rate, factoring in all non-discretionary incentive
7 wages, including, but not limited to, monthly bonuses and contest incentives, earned during the
8 workweek. As such, Plaintiff and the Aggrieved Employees are owed additional meal/rest period
9 premiums based on the correct, higher regular rate of pay.

10 55. Due to the underpayment and/or non-payment of overtime wages and meal/rest
11 period premiums, the wage statements provided to Plaintiff and the Aggrieved Employees failed
12 to identify the accurate rate of pay for unpaid/underpaid overtime and meal/rest period
13 premiums, and gross and net wages earned.

14 56. As a separate violation of Labor Code section 226(a), when Plaintiff and
15 Aggrieved Employees received payment of overtime wages, the corresponding wage statements
16 did not identify the applicable hourly rate for such wages.

17 57. On or about September 7, 2023, Plaintiff sent written notice to the California
18 Labor & Workforce Development Agency ("LWDA") of Defendant's violations of Labor Code
19 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, pursuant to Labor
20 Code section 2698, *et seq.*, the Private Attorneys General Act ("PAGA"). Plaintiff also provided
21 notice of said Labor Code violation to Defendant via certified mail pursuant to the PAGA.

22 58. As of the date of the filing of this Complaint, the LWDA has yet to provide notice
23 to Plaintiff as to whether it intends to investigate the Labor Code violation provided for in the
24 written notice. As such, pursuant to Labor Code section 2699(a), Plaintiff and the Aggrieved
25 Employees may seek recovery of any and all applicable civil penalties on behalf of the State of
26 California for Defendant's violation of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
27 512, 558, 1194, 1197, 1197.1.

28 59. Plaintiff has therefore complied with all notice and exhaustion requirements

1 pursuant to PAGA.

2 60. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
3 applicable civil penalties for Defendant's violation of Labor Code sections 201, 202, 203, 204,
4 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, for the time period described above, on behalf of
5 herself and other Aggrieved Employees.

6 **PRAYER FOR RELIEF**

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

- 9 1. For an order certifying the proposed Class;
- 10 2. For an order appointing Plaintiff as the representative of the Class as described
11 herein;
- 12 3. For an order appointing counsel for Plaintiff as class counsel;
- 13 4. Upon the First Cause of Action, for damages and/or penalties pursuant to
14 California Labor Code sections 510, 558, and 1194, and for costs and attorneys' fees;
- 15 5. Upon the Second Cause of Action, for damages and/or penalties pursuant to
16 California Labor Code section 226.7, and for costs and attorneys' fees;
- 17 6. Upon the Third Cause of Action, for damages and/or penalties pursuant to
18 California Labor Code section 226, and for costs and attorneys' fees;
- 19 7. Upon the Fourth Cause of Action, for restitution to Plaintiff and other similarly
20 affected members of the general public of all funds unlawfully acquired by Defendant by means
21 of any acts or practices declared by this Court to be in violation of Business & Professions Code
22 section 17200, *et seq.*, and for costs and attorneys' fees;
- 23 8. Upon the Fifth Cause of Action, for civil penalties according to proof pursuant to
24 the PAGA, Labor Code Sections 2698, *et seq.*, Labor Code Section 226.3, and for costs and
25 attorneys' fees;
- 26 9. On all causes of action for attorneys' fees and costs as provided by California
27 Labor Code sections 218.5, 226(a), 1194 2698 *et. seq.*, and Code of Civil Procedure section
28 1021.5; and

1 10. For such other and further relief the Court may deem just and proper.

2
3 DATED: November 3, 2023

DIVERSITY LAW GROUP, P.C.

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5 By: _____

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

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7 Attorneys for Plaintiff and the Class
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