

Filed
Superior Court of California,
Sacramento
01/02/2024
bloxsov
By _____, Deputy
24CV000032

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

NATALIA TAN, as an individual and on behalf of
all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

ASURION INSURANCE SERVICES, INC., a
Tennessee corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

**CLASS AND REPRESENTATIVE ACTION
COMPLAINT**

- (1) Unpaid Wages
(Lab. Code §§ 1182.12, 1197);
- (2) Unpaid Overtime
(Lab. Code §§ 510, 1198);
- (3) Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512);
- (4) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));
- (5) Unreimbursed Business Expenses
(Lab. Code § 2802);
- (6) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and
- (7) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)

DEMAND OVER \$25,000.00

1 On behalf of herself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Natalia Tan, submits this Class and Representative
3 Action Complaint against Defendant, Asurion Insurance Services, Inc., and Does 1 through 50
4 (collectively, “Defendants”).

5 INTRODUCTION

6 1. This class and representative action challenges systemic employment practices resulting
7 in violations of the California Labor Code against individuals who worked for Defendants. Plaintiff is
8 informed and believes that Defendants have jointly and severally acted intentionally and with deliberate
9 indifference and conscious disregard to the rights of employees by failing to pay all wages and overtime
10 wages, failing to provide lawful meal periods, failing to pay an additional hour of regular rate wages for
11 missed, late, or interrupted meal periods, failing to timely pay all wages during employment or upon
12 termination of employment, failing to provide complete and accurate itemized wage statements, and
13 failing to reimburse all business expenses. The Complaint seeks damages, penalties, and other relief
14 pursuant to, among other provisions, Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3,
15 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698 et seq., and the
16 Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the
17 “UCL”).¹

18 2. Defendants do not pay all minimum, regular, and unpaid wages to Plaintiff and other
19 non-exempt employees for all work hours. Specifically, Plaintiff and other non-exempt employees are
20 not paid wages for the time incurred driving home after their last customer visits of the workday.

21 3. When Plaintiff and other non-exempt employees work shifts of more than 5.0 hours
22 requiring meal periods, Defendants do not provide duty-free meal periods. Specifically, Plaintiff and
23 other non-exempt employees are required to abide by customer visit schedules that do not permit
24 Plaintiff and other non-exempt employees to take lawful meal periods. Whenever Plaintiff and other
25 non-exempt employees’ meal periods are missed, late, or interrupted, Defendants also fail to pay an
26 additional hour of regular rate wages to Plaintiff and other non-exempt employees.

27
28

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

4. Because Plaintiff and other non-exempt employees are not paid all wages, Defendants routinely fail to timely pay Plaintiff and other non-exempt employees all wages during employment or upon separation of employment. Moreover, Defendants also routinely fail to furnish wage statements that accurately show and itemize all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, total hours worked, gross wages earned, and net wages earned.

5. Defendants also routinely fail to reimburse necessary and reasonable business expenses. Specifically, Plaintiff and other non-exempt employees are not reimbursed for the mileage incurred driving home after their last customer visits of the workday.

6. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

7. The policies, practices, and customs of Defendants result in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.

JURISDICTION AND VENUE

8. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 226, 226.7, 510, 512, 1182.12, 1197, 1198, and 2802 and the UCL.

9. Venue is proper in the County of Sacramento. Plaintiff worked for Defendants in Sacramento, California.

PARTIES

10. In July of 2023, Plaintiff began working for Defendants as a Field Technician in California. Until her employment ended in November of 2023, Plaintiff was paid on an hourly basis as a non-exempt employee. Plaintiff was not paid for all hours actually worked and also was not reimbursed for all mileage expenses incurred in connection with her employment. Specifically, Plaintiff was not paid wages for the time incurred driving home after her last customer visit of the workday. Nor was Plaintiff reimbursed for mileage incurred driving home after her last customer visit of the workday. Moreover, when Plaintiff worked more than 5.0 hours in a workday, she regularly was not provided

1 lawful meal periods. Plaintiff also was regularly not provided an additional hour of regular rate wages
2 for a missed, late, or interrupted meal period. Plaintiff was not timely paid all due wages during
3 employment or upon separation of employment and also was not provided with accurate itemized wage
4 statements. Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of
5 in this action in ways that have deprived her of the rights guaranteed by the Labor Code and the UCL.

6 11. Plaintiff is informed and believes that Asurion Insurance Services, Inc. was and is a
7 Tennessee corporation. Plaintiff is informed and believes that at all times herein mentioned named
8 defendants and Does 1 through 50, were and are corporations, business entities, individuals, or
9 partnerships that are and were licensed to do business and actually doing business in the State of
10 California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are
11 subject to Sections 201-204, 226, 226.7, 510, 512, 1182.12, 1197, 1198, and 2802 and the UCL.

12 12. Plaintiff does not know the true names or capacities of the defendants sued herein as
13 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
14 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
15 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
16 responsible in some way for the matters alleged herein and proximately caused the illegal employment
17 practices, wrongs, and injuries complained of herein.

18 13. At all times mentioned herein, each of said Defendants participated in the doing of the
19 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
20 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
21 scope of said agency and employment.

22 14. Plaintiff is informed and believes that at all times material hereto, each of said
23 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
24 each of the other Defendants and was acting within the course and scope of such agency, employment,
25 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
26 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
27 omissions of the acting Defendants.

1 15. Plaintiff is informed and believes that at all times material hereto each of the Defendants
2 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
3 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
4 pursuance of, a joint venture, partnership, or common enterprise.

5 **CLASS ACTION ALLEGATIONS**

6 16. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class
7 certification of the following classes: (i) all current and former non-exempt employees of Defendants in
8 the State of California who perform work at customer locations since January 2, 2020 (the “Unpaid
9 Wage Class”), (ii) all current and former non-exempt employees of Defendants in the State of California
10 who perform work at customer locations and have worked more than 5.0 hours in a workday since
11 January 2, 2020 (the “Meal Period Class”), and (iii) all current and former non-exempt employees of
12 Defendants in the State of California who perform work at customer locations since January 2, 2023
13 (the “Wage Statement Class”). The Unpaid Wage Class, Meal Period Class, and Wage Statement Class
14 are collectively referred to as the “Class.”

15 17. **Numerosity and Ascertainability:** The members of the Class are so numerous that
16 joinder of all members would be impractical, if not impossible. The identities of the members of the
17 Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is
18 informed and believes that Defendants violated Sections 201-204, 226, 226.7, 510, 512, 1182.12, 1197,
19 1198, and 2802, and the UCL against Plaintiff and the Class by failing to pay all wages and overtime
20 wages, failing to provide meal periods, failing to pay an additional hour of regular rate wages for a
21 missed, late, or interrupted meal period, failing to provide complete and accurate itemized wage
22 statements, and failing to reimburse all business expenses.

23 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
24 represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready,
25 willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff’s attorneys have
26 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
27 and-hour class actions currently pending in California state and federal courts.

1 19. **Common Question of Law and Fact:** There are predominant common questions of law
2 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
3 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
4 failing to pay all wages and overtime wages due, failing to provide meal periods, failing to pay an
5 additional hour of regular rate wages for missed, late, or interrupted meal periods, failing to timely pay
6 all wages during employment or upon separation of employment, failing to provide complete and
7 accurate itemized wage statements, and failing to reimburse all business expenses.

8 20. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
9 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
10 suffered. As with other members of the Class, Plaintiff was paid on an hourly basis as a non-exempt
11 employee. Plaintiff was not paid for all hours actually worked and also was not reimbursed for all
12 mileage expenses incurred in connection with her employment. Moreover, when Plaintiff worked more
13 than 5.0 hours in a workday, she regularly was not provided lawful meal periods. Plaintiff also was
14 regularly not provided an additional hour of regular rate wages for a missed, late, or interrupted meal
15 period. Plaintiff was not timely paid all due wages during employment or upon separation of
16 employment and also was not provided with accurate itemized wage statements. Plaintiff thus is a
17 member of the Class and has suffered the alleged violations of the Labor Code.

18 21. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
19 in establishing minimum working conditions and requirements in California. These labor standards
20 protect employees from onerous terms and conditions of employment or exploitation by employers who
21 have superior economic and bargaining power.

22 22. The nature of this action and the format of laws available to Plaintiff and members of the
23 Class make the class action format a particularly efficient and appropriate procedure to redress the
24 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
25 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and
26 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
27 legal resources. Requiring each member of the Class to pursue an individual remedy would also
28 discourage the assertion of lawful claims by employees who would be disinclined to file an action

1 against their former or current employer for real and justifiable fear of retaliation and permanent
2 damage to their careers at their current or subsequent employment.

3 23. The prosecution of separate actions by individual members of the Class, even if possible,
4 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
5 members of the Class that would establish potentially incompatible standards of conduct for
6 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
7 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
8 of other members of the Class not parties to the adjudications. Further, the claims of the individual
9 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
10 the concomitant costs and expenses.

11 24. Defendants' pattern, practice, and uniform administration of corporate policy in violation
12 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
13 rights of Plaintiff and the Class under Sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512,
14 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, applicable IWC Wage Orders, the
15 UCL, and Code of Civil Procedure section 1021.5 to recover damages and restitution, including unpaid
16 wages and interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit.

17 25. This action is brought for the benefit of the Class, which is commonly entitled to a
18 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class
19 is commonly entitled to restitution of those funds being improperly withheld by Defendant.

20 **FIRST CAUSE OF ACTION**

21 **Unpaid Wages (Lab. Code §§ 1182.12 and 1197)**

22 **(By Plaintiff and the Unpaid Wage Class Against All Defendants)**

23 26. The preceding paragraphs are re-alleged and incorporated by this reference.

24 27. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make
25 unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as
26 "the time during which an employee is subject to the control of an employer, and includes all the time
27 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8,
28

§ 11040(2)(K) (defining “Hours Worked”). California law thus generally requires that employers pay employees for all hours worked and pay at least the minimum wage for all hours worked.

28. As a matter of policy and practice, Defendants fail to pay at least minimum wage and fail to pay any wage at all for all hours worked by Plaintiff and the Unpaid Wage Class. Specifically, Plaintiff and the Unpaid Wage Class are not paid wages for the time incurred driving home after their last customer visits of the workday. As such, Plaintiff and the Unpaid Wage Class are owed unpaid regular and minimum wages.

29. Moreover, Section 204 provides that wages are generally due and payable no later than seven days after the end of a pay period or at least twice during each calendar month, on days designated in advance as the regular paydays. Section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

30. Based on Defendants’ failure to pay all regular and minimum wages to Plaintiff and the Unpaid Wage Class, and as a matter of policy and practice, Defendants fail to timely pay all due wages during employment and fail to timely pay all due wages upon separation of employment. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff’s allegations. Because Defendants willfully fail to timely pay Plaintiff and the Unpaid Wage Class all wages due, Defendants are subject to applicable penalties pursuant to Sections 203 and 210, among other Labor Code provisions.

31. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Unpaid Wage Class to recover unpaid wages, including interest thereon, liquidated damages, applicable penalties, attorneys’ fees, and costs of suit.

1 **SECOND CAUSE OF ACTION**

2 **Unpaid Overtime (Lab. Code §§ 510, 1198)**

3 **(By Plaintiff and the Unpaid Wage Class Against All Defendants)**

4 32. The preceding paragraphs are re-alleged and incorporated by this reference.

5 33. Section 510 and the applicable IWC Wage Order provide that “[a]ny work in excess of
6 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
7 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
8 less than one and one-half times the regular rate of pay for an employee” and that “[a]ny work in excess
9 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
10 an employee.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
11 IWC Wage Order.

12 34. Plaintiff and the Unpaid Wage Class regularly work more than eight hours in a day or 40
13 hours in a workweek. As a matter of policy and practice, when Plaintiff and the Unpaid Wage Class
14 work hours entitled to overtime wages, Defendants fail to pay overtime wages for all hours exceeding
15 eight in a day or 40 in a workweek. Specifically, Plaintiff and the Unpaid Wage Class are not paid
16 wages for the time incurred driving home after their last customer visits of the workday. As such,
17 Plaintiff and the Unpaid Wage Class are owed overtime wages.

18 35. Based on Defendants’ failure to pay overtime wages to Plaintiff and the Unpaid Wage
19 Class, as a matter of policy and practice, Defendants fail to timely pay Plaintiff and the Unpaid Wage
20 Class all due wages during employment and fail to timely pay all due wages upon separation of
21 employment. On information and belief, Defendants were advised by skilled lawyers and knew, or
22 should have known, of the mandates of the Labor Code as it relates to Plaintiff’s allegations. Because
23 Defendants willfully fail to timely pay Plaintiff and the Unpaid Wage Class all wages due, Defendants
24 are subject to applicable penalties pursuant to Sections 203 and 210, among other Labor Code
25 provisions.

26 36. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
27 entitles Plaintiff and the Unpaid Wage Class to recover unpaid overtime and interest thereon, applicable
28 penalties, attorneys’ fees, and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512)**

3 **(By Plaintiff and the Meal Period Class Against All Defendants)**

4 37. The preceding paragraphs are re-alleged and incorporated by this reference.

5 38. Because Plaintiff and the Meal Period Class were non-exempt employees, Defendants
6 were required to comply with Sections 226.7 and 512 and the applicable IWC Wage Order. Section
7 512(a) generally prohibits employment of an individual for a work period of more than five hours per
8 day without providing the employee with an uninterrupted, duty-free meal period of at least 30 minutes.
9 Section 226.7(b) provides that an employer shall not require an employee to work during a meal period.
10 Section 226.7(c) states that “the employer shall pay the employee one additional hour of pay at the
11 employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not
12 provided.”

13 39. As a matter of policy and practice, when Plaintiff and the Meal Period Class work shifts
14 of more than 5.0 hours, Defendants do not provide duty-free meal periods. Specifically, Plaintiff and the
15 Meal Period Class are required to abide by customer visit schedules that do not permit Plaintiff and the
16 Meal Period Class to take lawful meal periods. Moreover, as a matter of policy and practice, whenever
17 Plaintiff and the Meal Period Class’s meal periods are missed, late, or interrupted, Defendants also fail
18 to pay an additional hour of regular rate wages to Plaintiff and the Meal Period Class. As such, Plaintiff
19 and the Meal Period Class are owed additional wages for missed, late, or interrupted meal periods.

20 40. Moreover, all owing wages must be paid timely. Based on Defendants’ failure to pay an
21 additional hour of wages to Plaintiff and the Meal Period Class for missed, late, or interrupted meal
22 periods, and as a matter of policy and practice, Defendants also fail to timely pay Plaintiff and the Meal
23 Period Class all due wages. On information and belief, Defendants were advised by skilled lawyers and
24 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff’s allegations.
25 Because Defendants willfully fail to timely pay Plaintiff and the Meal Period Class all wages due,
26 Defendants are subject to applicable penalties pursuant to Sections 203 and 210, among other Labor
27 Code provisions.

1 41. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
2 entitles Plaintiff and the Meal Period Class to recover unpaid wages, including interest thereon,
3 applicable penalties, attorneys' fees, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

6 **(By Plaintiff and the Wage Statement Class Against All Defendants)**

7 42. The preceding paragraphs are re-alleged and incorporated by this reference.

8 43. Section 226(a) requires an employer to furnish to its employees itemized wage
9 statements that show accurate information, including without limitation, all applicable hourly rates in
10 effect during the pay period and the corresponding number of hours worked at each rate, total hours
11 worked, gross wages earned, and net wages earned.

12 44. Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage
13 Statement Class. Because of the above violations and as a matter of policy and practice, Defendants fail
14 to furnish Plaintiff and the Wage Statement Class with wage statements that accurately show the
15 applicable hourly rates in effect during the pay period and the corresponding number of hours worked at
16 each rate, total hours worked, gross wages earned, and net wages earned.

17 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
18 entitles Plaintiff and the Wage Statement Class to recover applicable penalties, attorneys' fees, and costs
19 of suit.

20 **FIFTH CAUSE OF ACTION**

21 **Unreimbursed Business Expenses (Lab. Code § 2802)**

22 **(By Plaintiff and the Unpaid Wage Class Against All Defendants)**

23 46. The preceding paragraphs are re-alleged and incorporated by this reference.

24 47. Section 2802 requires that an employer must reimburse employees for all necessary
25 expenditures and losses incurred in the performance of their jobs. Section 2802 is intended to prevent
26 employers from placing their operating expenses and cost of doing business on employees. *Cochran v.*
27 *Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).
28

48. As a matter of policy and practice, Defendants fail to reimburse Plaintiff and the Class for necessary business expenses incurred in performing their work for Defendants. As a matter of policy and practice, Plaintiff and the Class are required to provide their vehicles to perform their jobs. Although Plaintiff and the Class are expected to use their personal vehicles, they are not reimbursed for the mileage incurred driving home after their last customer visits of the workday.

49. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to recover unreimbursed expenses, including interest thereon, attorneys' fees, and costs of suit.

SIXTH CAUSE OF ACTION

Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)

(By Plaintiff, the Unpaid Wage Class, and the Meal Period Class Against All Defendants)

50. The preceding paragraphs are re-alleged and incorporated by this reference.

51. Plaintiff is informed and believes that at Defendants have engaged and continue to engage in unfair and unlawful business practices in California by utilizing the employment policies and practices alleged herein, including the failure to pay all wages and overtime wages, failure to provide lawful meal periods or pay an additional hour of regular rate wages for missed, late, or interrupted meal periods, and failure to reimburse all business expenses.

52. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff, the Unpaid Wage Class, and the Meal Period Class the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

53. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff, the Unpaid Wage Class and the Meal Period Class to full restitution of all monies withheld, acquired, or converted by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

1 **SEVENTH CAUSE OF ACTION**

2 **Violation of California Labor Code (Lab. Code §§ 2698 et seq.)**

3 **(By Plaintiff as a Proxy for the State Against All Defendants)**

4 54. The preceding paragraphs are re-alleged and incorporated by this reference.

5 55. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 et seq. (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this
7 capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-204, 226, 226.7, 510, 512,
8 1182.12, 1197, 1198, and 2802 committed since November 20, 2022, against all aggrieved employees.
9 Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged violations
10 was committed against Plaintiff as an employee of Defendants.

11 56. As stated herein, Defendants fail to (i) pay all wages and overtime wages, (ii) provide
12 lawful meal periods, (iii) pay an additional hour of regular rate wages for missed, late, or interrupted
13 meal periods, (iv) timely pay all wages during employment or upon termination of employment, (v)
14 provide complete and accurate itemized wage statements, and (vi) reimburse all business expenses.

15 57. On or about November 20, 2023, Plaintiff sent written notices to the Labor & Workforce
16 Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations of Sections
17 201-204, 226, 226.7, 510, 512, 1182.12, 1197, 1198, and 2802. Plaintiff simultaneously sent written
18 notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has
19 neither responded nor indicated that it intends to investigate the allegations in the written notice.

20 58. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
21 applicable penalties for Defendants’ violations against all aggrieved employees for the period described
22 above.

23 **PRAYER FOR RELIEF**

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

- 26 1. For an order certifying the proposed Classes;
27 2. For an order appointing Plaintiff as the representative of the Classes;
28 3. For an order appointing Counsel for Plaintiff as Class Counsel;

1 4. Upon the First Cause of Action for damages, including unpaid wages and interest
2 thereon, penalties, liquidated damages, and attorneys' fees and costs;

3 5. Upon the Second Cause of Action for damages, including unpaid overtime wages and
4 interest thereon, penalties, and attorneys' fees and costs;

5 6. Upon the Third Cause of Action for damages, including unpaid wages and interest
6 thereon, penalties, and attorneys' fees and costs;

7 7. Upon the Fourth Cause of Action for penalties, actual damages, and attorneys' fees and
8 costs;

9 8. Upon the Fifth Cause of Action for damages, including interest thereon, and attorneys'
10 fees and costs;

11 9. Upon the Sixth Cause of Action for restitution of all funds unlawfully acquired by
12 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
13 and for attorneys' fees and costs;

14 10. Upon the Seventh Cause of Action for penalties, attorneys' fees, and costs;

15 11. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,
16 UCL, and Code of Civil Procedure section 1021.5; and

17 12. For such other and further relief that the Court may deem just and proper.

18 DATED: January 2, 2024

DIVERSITY LAW GROUP, P.C.

19 By: 
20 _____

Larry W. Lee

Simon L. Yang

21 Attorneys for Plaintiff
22
23
24
25
26
27
28