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

NATALIE DODD, on behalf of herself and all  
others similarly situated,

Plaintiff,

vs.

NEW START SUPPORTIVE LIVING  
SERVICES, INC., a California corporation; and  
DOES 1 through 100, inclusive,

Defendants.

Case No. S-CV-0051947

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT FOR:**

- (1) WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, *et seq.*);**
- (2) WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203); and**
- (3) CIVIL PENALTIES UNDER THE  
PRIVATE ATTORNEYS GENERAL  
ACT (LABOR CODE § 2698, *et seq.*).**

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Natalie Dodd (“Plaintiff”), on behalf of herself and all others similarly situated,  
2 hereby brings this Class and Representative Action Complaint against New Start Supportive  
3 Living Services, Inc., a California Corporation; and Does 1 through 100, inclusive (collectively,  
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this  
7 class action for recovery of all available damages, penalties, and relief under California Labor  
8 Code sections 201-203, 226, 2698 *et seq.*; and Industrial Welfare Commission Wage Order No.  
9 4 (“Wage Order 4”). This class action is brought pursuant to California Code of Civil Procedure  
10 section 382. This Court has jurisdiction over Defendants’ violations of the California Labor Code  
11 because the amount in controversy exceeds this Court’s jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to California Code of Civil  
14 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein  
15 occurred in Placer County. Defendants own, maintain offices, transact business, employ  
16 employees, have an agent or agents within Placer County, and/or otherwise are found within  
17 Placer County, and Defendants are within the jurisdiction of this Court for purposes of service of  
18 process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
21 Plaintiff was, and currently is, a California resident. During the one year immediately preceding  
22 the filing of this action and within the statute of limitations periods applicable to each cause of  
23 action pled herein, Plaintiff was employed by Defendants. Plaintiff was, and is, a victim of  
24 Defendants’ policies and/or practices complained of herein, and has been deprived of the rights  
25 guaranteed by California Labor Code §§ 201-203, 226, 2698 *et seq.*, and Wage Order 4, which  
26 sets employment standards for employees in professional, technical, clerical, mechanical, and  
27 similar occupations.

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1           4.       Plaintiff is informed and believes, and based thereon alleges, that during the time  
2 periods relevant to this lawsuit and continuing to the present, Defendants did (and do) business  
3 as a company providing life skills coaching to individuals with disabilities, and employed Plaintiff  
4 and other similarly situated employees within Placer County and the state of California.

5           5.       Plaintiff does not know the true names or capacities, whether individual, partner,  
6 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said  
7 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
8 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed  
9 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,  
10 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,  
11 and proximately caused Plaintiff and the Classes (as defined in Paragraph 12) to be subject to the  
12 unlawful employment practices, wrongs, injuries, and damages complained of herein.

13           6.       Plaintiff is informed and believes, and based thereon alleges, that at all times  
14 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

15           7.       At all times herein mentioned, each of said Defendants participated in the acts  
16 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and  
17 each of them, were the agents, servants, and employees of each of the other Defendants, as well  
18 as the agents of all Defendants, and at all times herein mentioned were acting within the course  
19 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,  
20 and/or otherwise ratified each of the acts or omissions alleged herein.

21           8.       At all times mentioned herein, Defendants, and each of them, were members of  
22 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
23 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
24 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class  
25 members (as defined in Paragraph 12).

26                           **GENERAL FACTUAL ALLEGATIONS**

27           9.       Plaintiff was employed by Defendants from approximately November 2022 to  
28 January 16, 2023.

1           10.     During Plaintiff's employment with Defendants, Plaintiff was provided inaccurate  
2 and/or incomplete wage statements, in that the wage statements issued to Plaintiff were facially  
3 deficient because they failed to list the name of the legal entity that was the employer, in violation  
4 of Labor Code § 226(a)(8). Specifically, the wage statements issued by Defendants listed the  
5 employing entity as 'New Start SLS'; however, the legal entity that was the employer was New  
6 Start Supportive Living Services, Inc. Plaintiff is informed and believes, and based thereon  
7 alleges, that Defendants have issued similar wage statements to all of its employees during the  
8 relevant time period. Thus, the wage statements issued to Plaintiff and Defendants' other  
9 employees during the relevant time period, failed to comply with the requirements set forth by  
10 Labor Code § 226(a)(8).

11           11.     In addition, Plaintiff's final wages were not timely paid in that Defendants failed  
12 to provide Plaintiff with her final paycheck at the separation of her employment. Specifically,  
13 Plaintiff's last day worked was approximately January 16, 2023, but Defendants failed to provide  
14 Plaintiff with her last paycheck until approximately February 24, 2023. This violates the final pay  
15 requirements of Labor Code sections 201-202. On information and belief, Defendants have  
16 similarly failed to pay their other employees' final wages timely under the requirements of Labor  
17 Code §§ 201-202.

18                                   **CLASS ACTION ALLEGATIONS**

19           12.     Class Definition: Plaintiff bring this action on behalf of herself and the following  
20 Classes pursuant to Section 382 of the Code of Civil Procedure:

21           a.     The Wage Statement Class consists of all of the Defendants' current and former  
22 employees in California who in at least one pay period were issued a wage statement that  
23 failed to list the legal entity that is the employer, at any time from one year immediately  
24 preceding the filing of this action through the present.

25           b.     The Waiting Time Class consists of all of Defendants' former employees in  
26 California whose employment with Defendants ended at any time from three years prior to  
27 the filing of this action and who did not receive their final wages within the time periods  
28 required under Labor Code §§ 201-202.

1           13.     **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
2 joinder of all members would be unfeasible and impracticable. The membership of the Classes is  
3 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than  
4 fifty (50) individuals. The identity of such membership is readily ascertainable via Defendants'  
5 employment records.

6           14.     **Common Questions of Law and Fact Predominate/Well Defined Community**  
7 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
8 situated employees, which predominate over questions affecting only individual members  
9 including, without limitation to:

- 10                   i.     Whether Defendants furnished legally compliant wage statements to  
11                         members of the Wage Statement Class pursuant to Labor Code § 226.  
12                   ii.    Whether Defendants paid all wages due to members of the Waiting Time  
13                         Class at the separation of employment.

14           15.     **Predominance of Common Questions:** Common questions of law and fact  
15 predominate over questions that affect only individual members of the Classes. The common  
16 questions of law set forth above are substantial and stem from Defendants' policies and/or  
17 practices applicable to each individual class member, such as Defendants' wage statement  
18 policies/practices and final pay policies/practices. As such, the common questions predominate  
19 over individual questions concerning each individual class member's showing as to his or her  
20 eligibility for recovery or as to the amount of his or her damages.

21           16.     **Typicality:** Plaintiff's claims are typical of the claims of the Classes because  
22 Plaintiff was employed by Defendants in California during the statute(s) of limitation applicable  
23 to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the  
24 members of the Classes, was furnished with wage statements that failed to list the legal entity that  
25 was the employer, and Plaintiff was deprived of timely payment of final wages upon her  
26 separation of employment from Defendants.

27           17.     **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary  
28 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,

Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

18. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of individual Class members are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. Thus, the Classes identified in Paragraph 12 are maintainable under Code Civ. Proc. § 382.

1 **FIRST CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 19. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
7 and the Wage Statement Class with accurate and complete itemized wage statements that  
8 included, among other requirements, the name of the legal entity that was the employer, in  
9 violation of Labor Code § 226.

10 21. Defendants' failure to furnish Plaintiff and Wage Statement Class members with  
11 complete and accurate itemized wage statements resulted in injury, as said failure created  
12 confusion and deprived Wage Statement Class members of information required to be included  
13 on the wage statement, and the information could not be determined based on the wage statement  
14 itself without reference to other documents or information.

15 22. Moreover, Defendants were aware of the fact that the wage statements issued to  
16 Plaintiff and other Wage Statement Class members did not contain the name of the legal entity  
17 that was the employer, and the failure was therefore "knowing and intentional" as that term is  
18 used in the context of Labor Code Section 226.

19 23. Defendants' failure creates an entitlement to recovery by Plaintiff and members of  
20 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor  
21 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs  
22 of suit according to California Labor Code §§ 226 and 226.3.

23 **SECOND CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

26 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 25. This cause of action is brought pursuant to Labor Code §§ 201-203, which require  
28 an employer to pay all wages immediately at the time of separation of employment in the event

1 the employer discharges the employee, or the employee provides at least 72 hours of notice of  
2 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent  
3 to quit, said employee's wages become due and payable not later than 72 hours upon said  
4 employee's last date of employment.

5 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them  
7 at their separation from employment.

8 27. Further, Plaintiff is informed and believes, and based thereon alleges, that as a  
9 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members  
10 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant  
11 to the requirements of Labor Code §§ 201-203.

12 28. Defendants' failure to pay all final wages was willful within the meaning of Labor  
13 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting  
14 Time Class their earned wages upon separation from employment results in a continued payment  
15 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the  
16 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable  
17 attorneys' fees and costs of suit.

18 **THIRD CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(AGAINST ALL DEFENDANTS)**

21 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 30. Defendants have committed several Labor Code violations against Plaintiff and  
23 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor  
24 Code § 2698 *et seq.* Plaintiff, acting on behalf of herself and other aggrieved employees, brings  
25 this representative action against Defendants to recover the civil penalties due to Plaintiff, other  
26 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
27 558 and 2699 (a) and (f) including, but not limited to: \$250.00 for each initial violation of Labor  
28 Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per

employee per pay period; and/or \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226;

b. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203; and

31. On or about January 4, 2024, Plaintiff notified Defendant New Start Supportive Living Services, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 30 (a)-(b) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

32. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

### **PRAYER**

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

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5. Upon the Second Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;

6. Upon the Third Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to, \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);

7. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 226(e), 2699(g), and all other relevant statutes; and

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

Respectfully submitted,

Date: March 13, 2024

ABRAMSON LABOR GROUP

By: Neil M. Larsen  
Neil M. Larsen  
Attorney for Plaintiff

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Dated: March 13, 2024

ABRAMSON LABOR GROUP

Neil Larsen

Neil M. Larsen  
Attorney for Plaintiff