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ELECTRONICALLY FILED
Superior Court of California,
County of Orange
04/10/2024

Attorneys for Defendant WEST CAPITAL LENDING, INC.,
and Defendant and Cross-Complainant JAEKOO LEE

Clerk of the Superior Court
By R.Baker, Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - NORTH JUSTICE CENTER

LADERA LENDING, INC. a California
corporation,

Plaintiff,

v.

WEST CAPITAL LENDING, INC. a California
corporation; JAEKOO LEE, an Individual; and
DOES 1 to 50 inclusive,

Defendants.

JAEKOO LEE, an individual,

Cross-Complainant,

v.

LADERA LENDING, INC., a California
corporation; ROBERT BROWN, an individual;
and ROES 1 through 100, inclusive,

Cross-Defendants.

Case No. 30-2023-01347071
ASSIGNED FOR ALL PURPOSES TO:
JUDGE DONALD F. GAFFNEY, DEPT. N16

AMENDED AS A MATTER OF RIGHT,
PURSUANT TO LABOR CODE
SECTION 2699.3(a)(2)(C)

**FIRST AMENDED CROSS-COMPLAINT OF
JAEKOO LEE FOR DAMAGES FOR:**
(1) FAILURE TO PAY MINIMUM WAGES
(*Labor Code* Sections 1194, 1194.2, 1197,
1197.1); (2) FAILURE TO PAY OVERTIME
COMPENSATION (*Labor Code* Sections 510,
1194, 1198, 1199); (3) FAILURE TO PAY
TIMELY DURING EMPLOYMENT (*Labor*
***Code* Sections 204, 210); (4) FAILURE TO**
PAY ALL WAGES DUE UPON
SEPARATION OF EMPLOYMENT (*Labor*
***Code* Sections 201-203); (5) FAILURE TO**
PROVIDE ACCURATE ITEMIZED WAGE
STATEMENTS (*Labor Code* Section 226);
(6) FAILURE TO REIMBURSE BUSINESS
EXPENSES (*Labor Code* Sections 2800, 2802);
(7) UNFAIR BUSINESS PRACTICES
(*Business and Professions Code* Sections 17200
et seq.); AND (8) ENFORCEMENT OF
LABOR CODE SECTIONS 2698 et seq.; AND
DEMAND FOR JURY TRIAL

Complaint Filed: September 1, 2023
Trial Date: None Set

1 Cross-Complainant Jackoo Lee (“Cross-Complainant”) alleges the following against cross-
2 defendants Ladera Lending, Inc. (“Ladera”), Robert Brown (“Brown”) and Roes 1 through 100
3 (collectively, “Cross-Defendants”).

4 **PARTIES AND VENUE**

5 1. Cross-Complainant is an individual who resides in the County of Orange, California.

6 2. Ladera is a corporation licensed to do business in the State of California with its
7 principal place of business in the County of Orange, California.

8 3. Cross-Complainant is informed and believes, and based thereon alleges, that Brown is,
9 and at all times relevant hereto was, an individual residing in California and doing business in the
10 County of Orange as the president of Ladera and Roes 1 through 100, as further discussed below.

11 4. Cross-Complainant is further informed and believes, and based thereon alleges, that
12 Brown violated, or caused to be violated, the above-referenced and below referenced Labor Code
13 provisions in violation of *Labor Code* section 558.1.

14 5. Roes 1 through 100, inclusive, are cross-defendants whose identities have not yet been
15 ascertained. They are individuals, partnerships, corporations, or some other business entity. On
16 information and belief, each Roe cross-defendant was somehow responsible for the damages caused
17 in this case. As soon as the true identities and capacities of the Roe cross-defendants have been
18 ascertained, this first amended cross-complaint (“FAXC”) will be amended to reflect the true names
19 and capacities of each Roe cross-defendant.

20 6. Each cross-defendant was the agent, alter-ego, employee, principal, partner, joint
21 venturer, employer, or in some other capacity derivatively responsible for each of the acts of the other
22 cross-defendants and all acts or omissions alleged herein were duly committed with the ratification,
23 knowledge, permission, encouragement, authorization, and consent of each cross-defendant
24 designated herein.

25 7. Cross-Complainant further alleges that Cross-Defendants directly or indirectly
26 controlled or affected the working conditions, wages, working hours, and conditions of employment
27 of Cross-Complainant so as to make each of said Cross-Defendants’ employers liable under the
28 statutory provisions set forth herein.

8. All of the acts and conduct described herein of each and every corporate Cross-Defendant was duly authorized, ordered, and directed by the respective and collective cross-defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate employees, agents, and representatives, the cross-defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents, and representatives.

9. Cross-Complainant is further informed and believes, and based thereon alleges that there exists such a unity of interest and ownership between Cross-Defendants, and each of them, that their individuality and separateness have ceased to exist.

10. Cross-Complainant brings the eighth cause of action as a representative action under the California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to Cross-Complainant, the State of California, and past and present employees of Cross-Defendants (hereinafter referred to as the “Aggrieved Employees”).

GENERAL ALLEGATIONS

11. During the relevant time period set forth herein, Cross-Defendants, jointly and severally, employed Cross-Complainant as an hourly-paid or non-exempt employee within the State of California, including the County of Orange.

12. Cross-Defendants, jointly and severally, failed to compensate Cross-Complainant for all hours worked, including overtime hours, and failed to reimburse his necessary business expenses.

13. Cross-Defendants had the authority to hire and terminate Cross-Complainant; to set work rules and conditions governing Cross-Complainant's employment; and to supervise his daily employment activities.

14. Cross-Defendants exercised sufficient authority over the terms and conditions of Cross-Complainant's employment for them to be joint employers of Cross-Complainant.

15. Cross-Defendants directly hired and paid wages and benefits to Cross-Complainant.

1 16. Cross-Complainant worked over eight and 12 hours in a day; and/or 40 hours in a
2 week during his employment with Cross-Defendants.

3 17. Cross-Complainant is informed and believes, and based thereon alleges that, Cross-
4 Defendants engaged in wage abuse against Cross-Complainant by failing to accurately track and/or to
5 pay for all hours worked by employees in violation of California law.

6 18. Cross-Complainant is informed and believes, and based thereon alleges that, Cross-
7 Defendants knew or should have known that Cross-Complainant was entitled to receive at least
8 minimum wages for compensation that he was not receiving and at least minimum wage for all hours
9 worked.

10 19. Cross-Complainant is informed and believes, and based thereon alleges that, Cross-
11 Defendants knew or should have known that Cross-Complainant was entitled to receive certain wages
12 for overtime and double-time compensation and that he was not receiving wages for overtime and
13 double-time hours worked.

14 20. Cross-Complainant is informed and believes, and based thereon alleges that, Cross-
15 Defendants knew or should have known that Cross-Complainant was entitled to receive the wages
16 owed to him during employment and upon discharge or resignation, including overtime, double-time,
17 and minimum wages, and unreimbursed business expenses (including, but not limited to, costs and
18 fees incurred in using cellular phones and internet for work-related purposes), and he did not, in fact,
19 receive such wages and expenses owed to him at the time of his separation from employment.

20 21. Cross-Complainant is informed and believes, and based thereon alleges that, Cross-
21 Defendants knew or should have known that Cross-Complainant was entitled to receive complete and
22 accurate wage statements in accordance with California law but, in fact, they did not receive
23 complete and accurate wage statements from Cross-Defendants. The deficiencies included, inter alia,
24 the failure to include the total number of hours worked, and the correct regular rate of pay earned,
25 and all applicable hourly rates and all gross and net wages earned by Cross-Complainant.

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1 22. Cross-Complainant is informed and believes, and based thereon alleges that, Cross-
2 Defendants knew or should have known that Cross-Defendants had to keep complete and accurate
3 payroll records for Cross-Complainant in accordance with California law but, in fact, did not keep
4 complete and accurate payroll records.

5 23. Cross-Complainant is informed and believes, and based thereon alleges that, Cross-
6 Defendants knew or should have known that they had a duty to compensate Cross-Complainant
7 pursuant to California law, and that Cross-Defendants had the financial ability to pay such
8 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to
9 Cross-Complainant that they were properly denied wages in order to increase Cross-Defendants'
10 profits.

11 24. During the relevant time period set forth herein, Cross-Defendants failed to pay
12 overtime and double-time wages to Cross-Complainant for all hours worked. Cross-Complainant was
13 required to work more than eight to 12 and/or 40 hours per week without overtime or double-time
14 compensation.

15 25. During the relevant time period set forth herein, Cross-Defendants failed to pay Cross-
16 Complainant at least minimum wages for all hours worked.

17 26. During the relevant time period set forth herein, Cross-Defendants failed to provide
18 complete or accurate wage statements to Cross-Complainant.

19 27. During the relevant time period set forth herein, Cross-Defendants failed to pay Cross-
20 Complainant the wages owed to him upon discharge or resignation.

21 28. During the relevant time period set forth herein, Cross-Defendants failed to keep
22 complete or accurate payroll records for Cross-Complainant.

23 29. During the relevant time period set forth herein, Cross-Defendants failed to properly
24 compensate Cross-Complainant pursuant to California law in order to increase Cross-Defendants'
25 profits.

26 30. *Labor Code* section 218 states that nothing in Article 1 of the Labor Code shall limit
27 the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under
28 this article."

31. Pursuant to *Labor Code* section 2698 et seq., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in *Labor Code* section 2699.3.

32. Through this representative action, Cross-Complainant seeks to recover civil penalties under the PAGA. No class certification is required. *Arias v. Super. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969.

FIRST CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES

(Violation of *Labor Code* sections 1194, 1194.2, 1197, 1197.1)

(Against all Cross-Defendants and Roes 1 through 100)

33. Cross-Complainant incorporates by reference paragraphs 1 through 32 of this FAXC as though fully set forth herein.

34. During the relevant time period set forth herein, *Labor Code* sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

35. During the relevant time period set forth herein, Cross-Defendants failed to pay minimum wages to Cross-Complainant as required pursuant to *Labor Code* sections 1194 and 1197.

36. Cross-Defendants' failure to pay Cross-Complainant the minimum wage as required violates *Labor Code* sections 1194 and 1197. Pursuant to those sections and *Labor Code* section 1197.1, Cross-Complainant is entitled to recover the unpaid balance of his minimum wage compensation, as well as interest, costs, penalties, attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

37. Pursuant to *Labor Code* section 1194.2 (and others), *Code of Civil Procedure* sections 1021.5 and 1032, and *Civil Code* section 3287, Cross-Complainant is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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45. Cross-Defendants' failure to pay Cross-Complainant the unpaid balance of overtime and double time compensation as required by California laws, violates the provisions of the *Labor Code* sections 510 and 1198, and others, and is, therefore, unlawful.

46. Pursuant to *Labor Code* sections 1194 and 1199, *Code of Civil Procedure* sections 1021.5 and 1032, and *Civil Code* section 3287, Cross-Complainant is entitled to recover unpaid overtime and double-time compensation, as well as interest, cost, and attorneys' fees.

THIRD CAUSE OF ACTION

FAILURE TO PAY TIMELY DURING EMPLOYMENT

(Violation of *Labor Code* sections 204, 210)

(Against all Cross-Defendants and Roes 1 through 100)

47. Cross-Complainant incorporates by reference paragraphs 1 through 32, 34 through 37, and 39 through 46 of this FAXC as though fully set forth herein.

48. *Labor Code* section 204 provides in part that “all wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

49. Cross-Complainant earned wages during his employment with Cross-Defendants, however, Cross-Defendants refused to pay Cross-Complainant said wages.

50. In violation of *Labor Code* section 204, Cross-Defendants knowingly and willfully refused to perform their obligations to compensate Cross-Complainant for all wages earned during her employment.

51. Pursuant to *Labor Code* section 210, Cross-Complainant is also entitled to recover a penalty of \$100.00 for the initial failure to timely pay Cross-Complainant all of the wages earned, and \$200.00 for each subsequent failure to pay Cross-Complainant all of the wages earned. In addition, pursuant to *Labor Code* section 210, for each subsequent failure to pay in compliance with *Labor Code* section 204, Cross-Complainant is entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

52. As a direct and proximate result of Cross-Defendants' conduct in violation of *Labor Code* section 204 as alleged above, Cross-Complainant has suffered losses related to the use and

1 enjoyment of wages and lost interest on such wages all to their damage in amounts according to proof
2 at trial.

3 53. Pursuant to *Labor Code* section 218.5, Cross-Complainant is entitled to reasonable
4 attorneys' fees and costs in pursuit of this claim.

5 54. Pursuant to *Labor Code* section 558.1(a), "[a]ny employer or other person acting on
6 behalf of an employer, who violates, or causes to be violated, any provision regulating minimum
7 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or
8 causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
9 employer for such violation." Because Brown is Ladera's owner, director, officer, and/or managing
10 agent, he is personally liable for Cross-Complainant's unpaid wages and reimbursements.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

13 **(Violation of *Labor Code* sections 201, 202, 203)**

14 **(Against all Cross-Defendants and Roes 1 through 100)**

15 55. Cross-Complainant incorporates by reference paragraphs 1 through 32, 34 through 37,
16 39 through 46, and 48 through 54 of this FAXC as though fully set forth herein.

17 56. During the relevant time period set forth herein, *Labor Code* sections 201 and 202
18 provide that if an employer discharges and employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately, and if an employee quits his or her employment, his or
20 her wages shall become due and payable not later than 72 hours thereafter unless the employee has
21 given 72 hours' notice of his or her intention to quit, in which case the employee is entitled to his or
22 her wages at the time of quitting.

23 57. During the relevant time period set forth herein, Cross-Defendants intentionally and
24 willfully failed to pay Cross-Complainant, who is no longer employed by Cross-Defendants, his
25 wages, earned and unpaid, within 72 hours of his leaving Cross-Defendants' employ.

26 58. Cross-Defendants' failure to pay Cross-Complainant his wages, earned and unpaid,
27 within 72 hours of their leaving Cross-Defendants' employ, is in violation of *Labor Code*
28 sections 201 and 202.

59. *Labor Code* 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 thereof at the same rate until paid or until an action is commenced; the wages shall not continue for more than 30 days.

60. Cross-Complainant is entitled to recover from Cross-Defendants statutory penalty wages for each day his wages were not paid, up to a 30 day maximum, pursuant to *Labor Code* sections 203, 218.6, and others, *Code of Civil Procedure* section 1021.5 and 1032, and *Civil Code* section 3287.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of *Labor Code* section 226)

(Against all Cross-Defendants and Roes 1 through 100)

61. Cross-Complainant incorporates by reference paragraphs 1 through 32, 34 through 37, 39 through 46, 48 through 54, and 56 through 60 of this FAXC as though fully set forth herein.

62. During the relevant time period set forth herein, *Labor Code* section 226(a) provides that every employer shall furnish each of his or her employees and accurate itemized wage statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates for the period for which the employee is paid; (7) the name of the employee and his or her social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

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63. During the relevant time period set forth herein, Cross-Defendants have intentionally and willfully failed to provide Cross-Complainant with complete and accurate wage statements. The deficiencies include, but are not limited to, the failure to include the total number of hours worked by Cross-Complainant.

64. As a result of Cross-Defendants' violation of *Labor Code* section 226(a), Cross-Complainant has suffered injury and damage to his statutorily protected rights.

65. More specifically, Cross-Complainant has been injured by Cross-Defendants' intentional and willful violation of *Labor Code* section 226(a) because he was denied both his legal right to receive, and his protected interest in receiving, accurate and itemized wage statements pursuant to *Labor Code* section 226(a).

66. Cross-Complainant is entitled to recover from Cross-Defendants the greater of his actual damages caused by Cross-Defendants' failure to comply with *Labor Code* section 226(a), or an aggregate penalty not exceeding \$4,000 per employee.

67. Cross-Complainant is also entitled to injunctive relief to ensure compliance with this section, pursuant to *Labor Code* section 226(g).

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of *Labor Code* sections 2800, 2802)

(Against all Cross-Defendants and Roes 1 through 100)

68. Cross-Complainant incorporates by reference paragraphs 1 through 32, 34 through 37, 39 through 46, 48 through 54, 56 through 60, and 62 through 67 of this FAXC as though fully set forth herein.

69. Pursuant to *Labor Code* sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

70. Cross-Defendants have intentionally and willfully failed to reimburse Cross-Complainant for all necessary business-related expenses and costs. Cross-Complainant is entitled to

1 recover from Cross-Defendants his business-related expenses and costs incurred during the course
2 and scope of his employment, plus interest, accrued from the date on which he incurred the necessary
3 expenditures at the same rate as judgment in civil actions in the State of California.

4 **SEVENTH CAUSE OF ACTION**

5 **UNFAIR BUSINESS PRACTICES**

6 **(Violation of *Business and Professions Code* sections 17200, et seq.)**

7 **(Against all Cross-Defendants and Roes 1 through 100)**

8 71. Cross-Complainant incorporates by reference paragraphs 1 through 32, 34 through 37,
9 39 through 46, 48 through 54, 56 through 60, 62 through 67, and 69 through 70 of this FAXC as
10 though fully set forth herein.

11 72. Cross-Defendants' conduct, as alleged herein, has been, and continues to be unfair,
12 unlawful, and harmful to Cross-Complainant, to the general public, and Cross-Defendants'
13 competitors. Accordingly, Cross-Complainant seeks to enforce important rights affecting the public
14 interest within the meaning of *Code of Civil Procedure* section 1021.5.

15 73. Cross-Defendants' activities as alleged here are violations of California law, and
16 constitute unlawful business acts and practices in violation of *Business and Professions Code*
17 section 17200, et seq.

18 74. A violation of *Business and Professions Code* section 17200, et seq., may be
19 predicated on the violation of any state or federal law. In this instant case, Cross-Defendants required
20 Cross-Complainant to work overtime and double-time hours without paying him proper
21 compensation in violation of *Labor Code* sections 510 and 1198. Moreover, Cross-Defendants failed
22 to timely pay wages to Cross-Complainant, in violation of *Labor Code* sections 201 and 202. Cross-
23 Defendants also violated *Labor Code* sections 226(a), 1194, 1197, 2800, 2802, and others.

24 75. As a result of the herein described violations of California law, Cross-Defendants
25 unlawfully gained an unfair advantage over other businesses.

26 76. Cross-Complainant has been personally injured by Cross-Defendants' unlawful
27 business acts and practices as alleged herein, including but not necessarily limited to the loss of
28 money and/or property.

77. Pursuant to *Business and Professions Code* section 17200 et seq., Cross-Complainant is entitled to restitution of the wages withheld and retained by Cross-Defendants during a period that commences four years prior to the filing of this FAXC; an award of attorneys' fees pursuant to *Code of Civil Procedure* section 1021.5 and other applicable law; and an award of costs.

EIGHTH CAUSE OF ACTION

ENFORCEMENT OF *LABOR CODE* SECTIONS 2698, ET SEQ.

(Against All Cross-Defendants)

78. Cross-Complainant incorporates by reference paragraphs 1 through 32, 34 through 37, 39 through 46, 48 through 54, 56 through 60, 62 through 67, 69 through 70, and 72 through 77 of this FAXC as though fully set forth herein.

79. Pursuant to *Labor Code* section 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in *Labor Code* section 2699.3.

80. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, *Labor Code* section 2699(f) imposes upon Cross-Defendants a penalty of \$100.00 for each Aggrieved Employee per pay period for the initial violation and \$200.00 for each Aggrieved Employee per pay period for each subsequent pay period in which Cross-Defendants violated these provisions of the Labor Code.

81. Cross-Defendants' conduct violates numerous Wage Order and *Labor Code* sections, including, but not limited to, the following:

A. Violation of *Labor Code* sections 201, 202, 203, 204, 210, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to Cross-Complainant and other Aggrieved Employees during employment and upon separation of employment as herein alleged;

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B. Violation of *Labor Code* sections 226.7 and 512 for failure to provide meal periods to Cross-Complainant and other Aggrieved Employees and failure to pay premium wages for missed meal periods as herein alleged;

C. Violation of *Labor Code* section 226.7 for failure to permit rest breaks to Cross-Complainant and other Aggrieved Employees and failure to pay premium wages for missed rest periods as herein alleged;

D. Violation of *Labor Code* sections 226 and 226(b) for failure to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees as herein alleged; and

E. Violation of *Labor Code* sections 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by, and the wages paid to Aggrieved Employees.

82. Cross-Complainant is an Aggrieved Employee because he was employed by the alleged violator and had one or more of the violations committed against him and, therefore, is properly suited to represent the interests of all other Aggrieved Employees.

83. Cross-Complainant has exhausted the procedural requirements under *Labor Code* section 2699.3 as to Cross-Defendants and is, therefore, able to pursue a claim for penalties on behalf of himself and all other Aggrieved Employees under PAGA.

84. Pursuant to *Labor Code* sections 2699(a), 2699.3, and 2699.5, Cross-Complainant is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

85. For bringing this action, Cross-Complainant is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Cross-Complainant individually and on behalf of all other members of the general public similarly situated, prays for the following relief against Cross-Defendants.

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1 **As to All Causes of Action:**

- 2 1. Damages for all wages earned and owned including, minimum, overtime, under *Labor*
3 *Code* sections 510, 558.1, 1194, 1197, and 1199;
- 4 2. Liquidated damages pursuant to *Labor Code* sections 558.1, 1194.2, and 226.7;
- 5 3. Damages for unpaid premium wages for non-compliant meal and rest periods under,
6 among other *Labor Code* sections 512 and 558.1;
- 7 4. Penalties for inaccurate wage statements under *Labor Code* sections 226(e) and 558.1;
- 8 5. Waiting time penalties under *Labor Code* sections 203 and 558.1;
- 9 6. Penalties to timely pay wages under *Labor Code* section 210;
- 10 7. Damages under *Labor Code* sections 558.1 and 2802;
- 11 8. Civil penalties pursuant to *Labor Code* sections 2698, et seq., and all other applicable
12 *Labor Code* provisions;
- 13 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to *Labor*
14 *Code* section 2699;
- 15 10. Preliminary and permanent injunctions prohibiting Cross-Defendants from further
16 violating the *Labor Code* and requiring the establishment of appropriate and effective means to
17 prevent future violations;
- 18 11. Restitution of wages and benefits due which were acquired by means of any unfair
19 business practices, according to proof;
- 20 12. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
- 21 13. For attorneys' fees in prosecuting this action;
- 22 14. For costs of suit incurred herein; and
- 23 15. For such other and further relief as the court deems just and proper.

24 KLEIN & WILSON LLP

26 Dated: April 10, 2024

27 By: /s/ Michael S. LeBoff
28 Michael S. LeBoff, P.C.
Attorneys for Defendant West Capital Lending,
Inc. and Defendant and Cross-Complainant
Jaekoo Lee

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DEMAND FOR JURY TRIAL

Cross-Complainant demands a jury trial on all issues so triable in this case.

KLEIN & WILSON LLP

Dated: April 10, 2024

By: /s/ Michael S. LeBoff
Michael S. LeBoff, P.C.
Attorneys for Defendant West Capital Lending,
Inc. and Defendant and Cross-Complainant
Jaekoo Lee

PROOF OF SERVICE
California Rules of Court, rule 2.251
***Code of Civil Procedure* sections 1010.6, 1013, 1013a and 1013b**

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 4770 Von Karman Avenue, Newport Beach, California 92660. My electronic service address is mpak@kleinandwilson.com.

On **April 10, 2024**, I served the foregoing document described as **FIRST AMENDED CROSS-COMPLAINT OF JAEKOO LEE FOR DAMAGES** on the interested parties in this action. The document was served by the following methods:

✓ **BY ELECTRONIC SERVICE.** I electronically served the above listed document by sending the document via an electronic filing service provider to the addresses set forth below.

Mr. Andrew C. Crane
Mr. Andrew S. Wellman
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614

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Executed on **April 10, 2024**, at Newport Beach, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Maxine Pak
Maxine Pak

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

North Justice Center
1275 N. Berkeley Ave
Fullerton , CA 92838

SHORT TITLE: Ladera Lending, Inc. vs. West Capital Lending, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2023-01347071-CU-BT-NJC

I certify that I am not a party to this cause. I certify that that the following document(s), Amended Cross-Complaint dated 04/10/24, was transmitted electronically by an Orange County Superior Court email server on April 11, 2024, at 2:06:37 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

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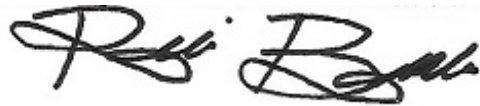
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, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE